AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and the

BIRMINGHAM EDUCATION ASSOCIATION

Covering the contracts negotiated for the periods of:

July 1, 2025 – June 30, 2028

Birmingham, Michigan

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AGREEMENT

This Agreement was entered into this 25th day of November, 2025, effective July 1, 2025 through June 30, 2028 between the SCHOOL DISTRICT OF THE CITY OF BIRMINGHAM / BIRMINGHAM PUBLIC SCHOOLS, Oakland County, Michigan (hereinafter referred to as the "Board") and the BIRMINGHAM EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

Substantive alterations in the working and employment conditions of any employee in the bargaining unit identified above will be negotiated with the BEA, hereinafter referred to as the "Association," or as otherwise permitted under applicable law, prior to adoption or implementation by the Board of Education, hereinafter referred to as the "Board."

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

ARTICLE II - DEFINITIONS

A. The term "school year" as used in this Agreement shall be defined by the 2025-2026, 2026-2027 and 2027-2028 school calendars.

B. The term "teacher" as used herein shall refer to all employees in the unit for bargaining as defined in Article I.

C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the parties hereby agree that teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association likewise agrees that it shall not intimidate or coerce any teacher in the exercise of his/her rights set forth herein or under law.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws or other laws and regulations. The rights granted to a teacher hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its members shall have the right to make use of school buildings and facilities in keeping with the rules and regulations of the Board governing the use of buildings and facilities. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards which shall be provided in each school building in areas designated for teacher use, such as teachers' lounges and work rooms, but not in areas open to the public or students. The Board will permit, but cannot assume the responsibility for, delivering notices through its school delivery service for

Association purposes.

D. Officials of the Association, including its Executive Director, are permitted to transact official Association business on school property at all reasonable times, provided such business does not interfere with the teachers' performance of their duties or interrupt normal school operations and that the building principal or his/her designee shall be promptly informed of such officials' presence.

E. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information concerning the financial resources of the District and tentative budget, which have passed the discussion stage by the Board, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. Further, the Executive Director of the Association and the Board's Assistant Superintendent of Human Resources agree to exchange copies of all non-confidential research reports and other relative material dealing with collective bargaining which become available to them.

F. The Board shall advise the Association of fiscal, budgetary, and tax programs that affect the District promptly when adopted. The Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

G. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.

H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, sexual orientation, or marital status.

I. During the term of this Agreement, the rights granted herein to the Association will not be granted or extended to any other organizations claiming to represent a teachers' organization.

J. Information Requests
On a monthly basis, designated Association representatives will be given a complete listing of all bargaining unit teachers that includes the following:
- First, middle, and last name.
- Start date of employment in the current bargaining unit.
- Building(s) assigned.
- Name of position(s) assigned with classification(s).
- Hourly pay rate and number of regular hours worked weekly, along with number of days worked per year (exclusive of “extra runs”, summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
- Employee identification number (if applicable).
- Work email address and personal email address
- Home mailing address
- Home and cell phone number.

Termination of employment by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail.
Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than five days shall be reported to the designated Association representatives via e-mail.
Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail.

K. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of the Agreement shall apply equally to all teachers in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Board after it has satisfied itself that the Association is the choice of a majority of the teachers in the bargaining unit.

L. During the school year and conditioned on being given adequate advance notice, the Board will provide the Association a maximum of thirty (30) paid and released school days for the purpose of transacting official Association business by its President and/or Association authorized members, as long as there can be shown no demonstrable harm to the Board from the utilization of such days. Further, a maximum of twenty (20) additional days may be used, provided that the Association shall pay the cost of any substitute utilized for coverage of such days.

M. Should the Legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended, or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language. Provided further should MCL 423.210 (1)(b) pertaining to the collection of unions dues be repealed, amended, or otherwise held invalid, the District shall again permit payment of union dues through payroll deduction, upon receiving written authorization from the teacher in accordance with applicable law.

N. **ASSOCIATION PRESIDENT RELEASE**:
The Association President shall be released from his/her teaching duties for three-quarters (0.75) day each day at Board expense. Full fringe benefits and all other rights granted by the master agreement shall be maintained during the duration of the office.

For purpose of assignment at the conclusion of holding said office, the President will be considered to be holding a full-time position during the term of office.

Unless the Office of Retirement Services clarification of its definition of the Administrative Rule related to Professional Services Leave and Professional Services Release Time changes or the parties agree to change the three-quarters day release of the Association president, the following will apply

1. Each month the teacher serving as President of the BEA is provided three quarters (0.75) day release time the BEA agrees to reimburse the BPS for three-quarters (0.75) the retirement contribution costs paid by the District on behalf of the teacher serving as President.

2. The School District shall provide the Association a yearly statement of the total and monthly cost calculated by BPS for the cost of the retirement contribution by August 15 of each school year.

3. Payment is to be made by the Association on an agreed one or multiple-time payment throughout the school year.

O. **PAYROLL DEDUCTIONS**:
1. The Board shall permit authorized deductions when requested in writing by the teacher from their paycheck and make appropriate remittance from annuities, credit union deductions, bank deductions, or for any other plan or program.

2. Dues Deduction
a. Authorization: It is understood payment and/or deduction of dues is not a condition of employment. A member of the Association or an employee who has applied for membership may authorize the payroll deduction of dues. A list of members who authorize dues deductions shall be provided to the District's payroll department to be processed.

b. Revocation: For the purposes of this Agreement, a signed authorization from an employee represents an ongoing commitment to automatic dues deduction and shall remain in effect from month-to-month and year-to-year until written notice of cancellation is provided to both the Michigan Education Association and Birmingham Public Schools' payroll department. Cancellation of dues deduction shall take effect within fourteen (14) workdays of the date written notice of cancellation is received.

c. Payroll Processing: The Employer shall process payroll deductions received from the Association on behalf of members within 10 (ten) workdays of receipt. Such authorizations shall continue in effect from year-to-year unless

revoked in writing by the member under procedures administered by the Association.

d. Deduction Each Pay Period: Pursuant to the bargaining unit members' authorization, the deduction of dues be made in equal installments over a total of twenty (20) pay periods. Should the district err or be unable to process dues as described above, the district shall take the total dues owed by the bargaining unit member and evenly divide up the deduction over the remaining pay periods for the school year, excluding the summer months.

e. Payroll Change: If the payroll deduction amounts change within the course of any school year, the Association or the Employer shall provide a payroll change notice for any affected member to apply within 10 (ten) workdays of receipt to any remaining pays per the deduction schedule defined above.

f. Unpaid Leave: If an employee is placed on an unpaid leave, the District shall notify the Association in order to administer a change of authorization process.

g. Payment to MEA: Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within ten (10) workdays of when the payroll deductions took place.

h. Association Report: Accompanying the distribution of payments will be a report indicating the specific dues amounts attributable to each employee with the employee's name; and employee ID number. The Association will provide a proposed Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the first ten (10) days of the month for the prior month's distributions as an Excel attachment. The payments to the MEA shall follow the process determined by the MEA.

i.Legal Action: In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Letter, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
- The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
- The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the District's compliance.

ARTICLE IV - BOARD RIGHTS AND SECURITY

A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

   Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers, and authority the Board had prior to the execution of this Agreement are retained by the Board. Such rights, powers, and authority include, by way of illustration and not by limitation, the following:

   1. The executive management and administrative control of the school district;

   2. Except as limited by this Agreement, the right to hire teachers, judge their qualifications, and determine their assignments and duties;

   3. Determine the educational program of the school district,

4. Develop and exclusively control the budget of the school district;

5. Determine the structure, authority, and responsibilities of its school management organization;

6. Adopt reasonable rules and regulations that are not in conflict with this Agreement.

B. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in the Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965, and by Michigan Public Act 112 of 1995. Such proscribed action shall also be deemed to include an unusual pattern of absences, mass absences, slow-downs, stoppages, sit-ins, interference of any kind whatsoever with operations at any of the facilities of the Birmingham School District and picketing or demonstrations during normal teaching or working hours. The Association further agrees that it will not engage in any sanctions or activities violative of law or of this Agreement.

C. In the event of any action in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association, and the Association shall advise such teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article; it shall not be liable in any way for such activities.

D. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance is defined to be a complaint by any teacher or other certified employee within the unit for which the Association is certified by the Michigan Employment Relations Commission as exclusive bargaining representative based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. The grievance procedure shall not be applicable to a complaint where the teacher has a remedy by way of appeal to the Michigan State Tenure Commission, where the Board is without authority to take the action sought, or where the complaint is not covered by this Agreement. Also, the grievance procedure shall not be applicable when a problem arises from the specific provisions of any insurance carrier's policies, as contracted for by the Board according to Article XVII.

B. Nothing contained herein will be construed as limiting the right of a teacher having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

C. The use of the term "days" in each level and in the table below shall mean school days, except where otherwise indicated.

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

Grievance Level	Presentation	Meeting	Disposition
I Administration	10 days after occurrence	5 days	5 days
II Superintendent	10 days after Level I disposition	5 days	5 days
III Arbitration	10 days after Level II disposition	Joint selection of arbitrator – 5 days Demand for arbitration – 5 days	30 calendar days

The number of school days indicated at each level of the grievance procedure should be considered a maximum. The Association agrees that it is in its interest to effectively contribute to the prompt resolution of problems that may or are to be the subject of grievances. The Association also agrees that all grievances shall be filed at Level I as soon as possible but not later than within the ten (10) school days that immediately follow the event or condition that is the subject or basis of the grievance. The teacher shall notify the proper Board representatives and/or his/her Association Representative as soon as either knows of the subject or basis of a potential grievance. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended in writing by mutual agreement. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

The parties recommend that teachers seek to resolve grievances informally prior to the implementation of the formal grievance procedure set forth below.

1. **Level I**
   A teacher or one designated member of a group of teachers having a complaint may present, or have his/her Association Representative present, a written grievance signed by the grievant, to the principal or other appropriate Board representative. Within five (5) school days, a meeting shall be held with the teacher and his/her grievance representative. The written Level I disposition will be rendered within the five (5) school days after this meeting.

2. **Level II**
   If the Level I disposition does not settle the complaint, the Association may, within ten (10) school days after the Level I disposition is rendered, prepare and present to the Superintendent of Schools and/or his/her designee, a Level II grievance signed by the aggrieved and the designee of the Association. Within five (5) days following the presentation of the Level II grievance, the Superintendent and/or his/her designee shall schedule a Level II grievance meeting. The Level II disposition will be rendered within the ten (10) school days after this meeting.

3. **Level III**
   a. If the Level II disposition does not settle the grievance, the Association may, within the ten (10) school days after the Level II disposition is rendered, submit the grievance in writing and signed by the teacher to arbitration at Level III.

   b. Grievances that do not arise from the language of this Agreement or an alleged breach thereof may be processed through Level II but will not be arbitrable. Likewise, termination of probationary teachers will not be arbitrable.

c. Within the five (5) school days after such written notice of submission to arbitration, the Board Committee and the Association will agree on a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then, within the next five (5) school days a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.

d. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

e. The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. S/he shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor shall s/he have any power or authority to make any decision which is violative of the terms of this Agreement.

f. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the teacher whose grievance s/he rules on, provided that the arbitrator shall not substitute his/her judgment for that of the Board or the Association.

g. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

D. Dispositions to written Level I and II grievances will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the designee of the Association. Decisions rendered at Level III will be in accordance with the procedures set forth in Section C.3-d.

E. Grievances associated directly with system wide policies and not related directly to a building or department may be initially presented by a teacher or the Association to the proper official in the central administration.

F. The involved parties shall maintain records of all grievance procedures, but they shall not be contained in the personnel file of the grievant.

G. The Association may investigate grievances. The investigation of a grievance shall be conducted at such times and in a manner so as to not cause interruption of, or interference with regular established teacher schedules, or the effective performance of other duties of any teacher.

H. The Association shall provide prior notification, in writing, to each principal of the school's Association Representative(s).

ARTICLE VI – SENIORITY, LAYOFF, AND RECALL

A. Seniority: An employee shall acquire seniority after completing the probationary period. Seniority is defined as the length of service within the bargaining unit and shall be computed and reported from the bargaining unit employee's first day of work since the most recent date of hire.

1. Accrual:

a. Seniority in the BEA bargaining unit is earned only while serving in a position within the bargaining unit.

b. Seniority is accrued while on paid leave but does not accrue while on unpaid leave.

c. A member of the bargaining unit who transfers or is otherwise assigned to a position (supervisory,

administrative, or other) not part of the bargaining unit shall retain the bargaining unit seniority earned while a member of the bargaining unit. Should former members return to the bargaining unit, they shall be credited with the seniority they earned while a member of the bargaining unit but shall not receive seniority credit for the period of time served in a position outside the bargaining unit. For example: Member A serves ten (10) years in a bargaining unit position and then transfers to a position outside of the bargaining unit. When Member A returns to the bargaining unit, they shall be credited with ten (10) years seniority.

d.An employee originally employed in a position outside the bargaining unit, transferring to a position in the bargaining unit, shall start the position within the bargaining unit with zero bargaining unit seniority.

2.Lost Seniority: Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

- If an employee resigns or retires.
- If an employee is terminated.
- If an employee is on an unpaid, non-medical leave for more than a continuous two-year period.

3.List: The Board will provide the Association a seniority list annually by October 1st. The list shall contain each employee's name, hire date, seniority years, certifications, most recent Overall Effectiveness Rating, and work location. A separate list of probationary teachers, with the same information, shall also be provided.

B. Reductions and Layoff: When necessary, the District shall decide that reductions in staffing are needed. A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers.

The District shall conduct any staffing reduction and placement based on the following criteria, in order:

1. Teachers working on a terminating contract, non-certified teachers, or previously retired teachers from a Michigan public school district.

2. The remaining teachers shall be reduced based on the following categories in order to determine the next laid off employee. Criteria for consideration shall be consistently applied in each situation.

    a. First: BPS Teaching Experience Bands in order:
        - Up to 4 years of experience
        - 4 years to less than 10 years
        - 10 or more years
    b. Second: Certification, Evaluation, and Discipline considered collectively.
        - Required certification, degree and/or endorsement for the position
        - Most recent evaluation rating. A teacher with the lowest Overall Evaluation Rating shall be reduced first, proceeding toward the teacher with the highest Overall Evaluation Rating in the department, subject area, or grade level certification. For example, reductions made at the elementary level will include all teachers currently employed, even if on leave, as an elementary teacher in any building or program, starting with the lowest Overall Evaluation Rating;
        - Discipline records in personnel file within the last two years. Teachers with a discipline record of unpaid suspensions of five days or more shall not be subject to a two-year limitation.

    c. Third: Service and Training considered collectively
    The teacher's service in a level (elementary / middle school / high school) and/or subject area. Service in a level or subject area may include current length of service in the assignment and/or lifetime length of service in the assignment. The teacher's relevant special training, leadership, mentoring roles, skills, and /or experience related to district programs.

    d. Overall Bargaining Unit Seniority shall be the final tie-breaker.

The remaining staff will be reassigned as determined by the administration.

3. Insurance: Teachers laid off shall have all insurance benefits continued and paid by the Board in accordance with the provisions in Article XVII until the end of the month of the effective date of the layoff.

If the layoff takes place at the end of the school year, then the teacher shall maintain all insurance benefits through August 31st of that year. After the insurance termination date, a laid-off teacher may continue their insurance benefits in accordance with the carrier's layoff / benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

4. Meet with Association: The District shall meet with the Association before such reductions are formally announced to discuss the layoff and recall process and to ensure it adheres to the agreed upon parameters.

5. Seniority During Layoff: Seniority shall accrue during a layoff to a maximum of two (2) additional years. Such seniority, however, shall be applicable only for purposes of layoff and recall and shall not be applicable to or be the basis of increasing the affected employee's eligibility for any employee benefits provided for elsewhere in this Agreement. An employee's eligibility for and the right to such benefits shall be suspended at the time an employee is laid off out of the workforce, except as provided in Article XVII.

C. Recall: A recall is when teachers placed on layoff become eligible to return to work at the school district.

1. Expiration: The right to recall expires two years after the layoff becomes effective or the total length of service with the district, whichever is less.
2. Eligibility: Only teachers on layoff who are qualified for a vacancy are eligible for recall.
3. Order: For purposes of recall, the administration will consider the factors outlined in this Article to determine the order of teacher recall. Otherwise, the recall process shall be in reverse order of layoff.
4. Certification: The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent.
   It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur. Any new certifications obtained after layoff will not be considered in the recall process.
5. Service Time and Relevant Training: Teachers with no relevant training or service time for an open teaching assignment will only be considered for such recall if there are no other internal candidates on the recall list that have relevant training or service time. Experience in the District as a grade level classroom or support teacher shall be considered relevant training or service time.
6. Notice: The district will contact the teacher via the phone number and personal email on record. Once contact is made and the teacher has received confirmation of the offer, the teacher will have five (5) days to respond. The acceptance of or rejection of the offer may be made via phone and /or email.
   Each employee on the recall list is responsible for keeping the District advised in writing of any changes concerning the employee's mailing address, personal cell phone number, and personal email address.
7. Refusal: If a teacher refuses an offer of recall to a position that is equal to or greater than their previous position's FTE, it shall be deemed a voluntary resignation and shall result in forfeiture of their right of recall. For example, if a teacher is laid off from a full-time position and then is offered a less than full-time position, rejection of that offer shall not remove them from the recall list.

ARTICLE VII – TEACHER CLASS SIZE, STAFFING, SCHEDULING AND WORKING CONDITIONS

A. **CLASS SIZE**

It is the intent of the Board of Education to maintain class sizes at or below the numbers shown in the following tables.

If financial circumstances or resources, available or required classroom space, staff availability or other

such major influencing factors change so as to preclude the Board from complying with its foregoing intended class size numbers will be operative and/or controlling. Should this transpire, the Association President will be informed in each instance prior to implementation.

1. Elementary Schools

GRADE	CLASS SIZE MAXIMUM	RELIEF PROVIDED AT	ALTERNATIVE CLASS MAXIMUM SIZE
JK	18	17*	20
K	28	27	31
1	28	27	33
2	29	28	33
3	30	29	35
4	31	30	35
5	31	30	35
K-1	27	26	30
1-2	27	26	30
2-3	27	26	33
3-4	28	27	33
4-5	28	27	33

*As a new program, the District will consider all relief options for junior kindergarten class size with adding another adult aide (4d) to be a primary consideration. The district has the final discretion to make this decision. This option preference shall be reviewed at the end of the 2024-25 school year and must be mutually agreeable by both parties in order for it to be extended.

2. Middle/High Schools:

CLASS	CLASS SIZE MAXIMUM	RELIEF PROVIDED AT	STRIVE FOR NUMBER
All Classes *(except those listed below)*	35	33	29
P.E.	40		40
Study Hall	50		45

a. The maximum number of student contacts per day shall not exceed 160 for middle school and high school teachers, except in P.E., Middle School Modern Language, and Study Hall.

b. Physical Education

- Classes shall be capped at a maximum of 40 students. A P.E. class may have greater than 40 students if the same PE course at the same middle school or between the high schools is also at 40 students. If not, students shall be moved to evenly balance the sections of the same course as best as possible.
- During instruction in swimming pools when the class size is over 25 students, the district will provide a second adult on the pool deck.

c. For science courses with labs, class size will be determined by available lab spaces. The school administration in collaboration with the science teachers will determine class size by room. Should they be unable to agree, the issue will be submitted to the deputy superintendent and Association president for review. Relief will be provided when enrollment exceeds the class size by one.

3. **PILOT PROGRAMS AND SPECIAL CIRCUMSTANCES**

   a. The maximum class size of any pilot program may be altered from the above with mutual agreement between the teacher(s) involved and the administration.

   b. Further, it is agreed that the above class size numbers shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, performing groups, physical education, changes which occur late in the year, and emergencies. Also, such class sizes will not apply for other special grouping arrangements that may be agreed to by the teacher and the supervisor.

4. **CLASS SIZE RELIEF**

   Relief as referred to above may constitute:

   a. Adjust assignments;
   b. Balance sections;
   c. Create multiage sections;
   d. Employ an aide;
   e. Hire another teacher;
   f. **Compensation**: The teacher will receive compensation at two times the contractual daily curriculum rate per pupil per trimester/semester. The daily curriculum rate is calculated based on a 7-1/2 hour workday at all levels though teachers may report for longer or fewer hours as bargained or assigned The rate for a teacher over the class size limit for the entire day would be $28/hour x 7-1/2 hours x 2 or $420 per student. If the class size overage occurs for 75% or greater for the trimester/semester, the rate for a teacher would be $28/hour x 7-1/2 x 2 or $420 per student. If the class size overage occurs for less than 75% of the entire trimester/semester or does not occur on a daily basis, then the rate shall be prorated as $5.50 per student/day. For example, a teacher who as three students over the contractual limit for 10 days shall receive $5.50 x 3 x 10 or $165.
   g. Other solutions as may be acceptable to the teacher and supervisor with notice to the Association prior to the implementation of the solution.
   h. If this section must be implemented, and the Board cannot adjust assignments or balance the section, the Association may request to confer with the Board as to the appropriate relief that might be provided.

B. TEACHER STAFFING AND ASSIGNMENT

1. **SCHEDULING PROCESS**

   a. The building administration shall share data on preliminary course selection, by subject and department, with teachers and with the BEA building representatives. The data shall be provided as soon as the data from the scheduling process is available and before the individual teaching assignments are determined.

   b. Recommendations to address reasonable balance in class size – by subject and within a department or grade level – may be proposed by teachers.

   c. Administration will not consider recommendations for those courses that are listed elsewhere as exceptions in their class size maximum including study halls, science lab courses, courses that involve swimming, and physical education courses.

2. **CLASS ASSIGNMENT PROCESS**

   In the preparation of teacher assignments, the Board and Association agree to the following:

   a. Prior to adopting a tentative master teacher schedule for the ensuing year, the principal/supervisor will provide teachers an “Assignment/Position Request Form” by February 1st where teachers may indicate their specific course, grade level, subject, team/co-teaching, and/or class preferences for the following school year. The form shall also include consideration regarding the number of different courses/preps and nonacademic

assignments.
Teachers wishing to change their current position or building assignment shall also use the "Assignment Request Form" to indicate their preferred new position or building assignment, including their reasons for such request.

b. The proposals and suggestions of teachers will be given major consideration by the principal/supervisor in completing the master teaching schedule.

c. All teachers shall be notified of their assignments for the next year prior to the close of school in June, when feasible. In the event that circumstances dictate assignment changes during the summer, the teachers affected shall be communicated with prior to the implementation of such changes, unless such teachers are unavailable.

3. TEACHERS ASSIGNED TO TWO OR MORE BUILDINGS:

a. Teachers assigned to two or more buildings shall not be required to use planning time nor their duty-free lunch period to travel between building assignments. Teachers will be provided a minimum of twenty (20) minutes to travel between building assignments and set up the classroom.

b. The school day for teachers assigned to two or more buildings shall be determined by the building at which the teacher's day begins. If the teacher's day begins in an elementary assignment, the day will conclude on the elementary schedule, at middle school on the middle school schedule, and at the high school on the high school schedule. Schedules may be extended beyond the provisions set forth by mutual agreement of the teacher and administration. Teachers agreeing to extended schedules shall receive their per diem salary prorated for the time beyond their regular scheduled day.

4. ANCILLARY PERSONNEL

In order to meet the special needs of students in the District and to provide expert assistance to the classroom teacher as s/he encounters particular problems with students, the Board agrees that, to the extent possible and within its means, it shall continue to employ ancillary personnel, such as media specialists/librarians, multimedia personnel, school psychologists and social workers, speech and language pathologists, counselors, reading specialists and special educators.

5. **Summer School Programs**

a. During the term of the Agreement, it is the intent of the Board of Education to offer to Birmingham teachers the first opportunity to apply for teaching positions in academic summer school programs under the direction of the Board. Teachers in the district's Special Education department who apply for teaching positions in the Extended School Year program will be given first consideration for those positions. Those teachers who have served in the Extended School Year program in previous years shall be given first consideration to fill teaching assignments in the Extended School Year program.

b. Experience within the Birmingham Public Schools will be considered in the instances when all other qualifications of applicants are equal.

C. TEACHER PLACEMENT

Definition**.** Teacher placement is the yearly determination of the classroom teaching position and assignment for a teacher.

1. A Position is distinct from an Assignment.
   a. At the elementary level, a position is an elementary classroom teacher at a specific elementary, whereas an assignment is a particular grade level.
   b. At the middle school level, a position is a middle school classroom teacher at a specific middle school, whereas the assignment is the grade level and subject area.
   c. At the high school level, a position is subject specific, whereas the assignment is course specific.
   d. An ancillary teaching position may be assigned to a specific building or to multiple buildings.

2. In order to be eligible for a teaching assignment, the teacher must be qualified and have the appropriate

certification. In the absence of a qualified teacher with appropriate certification, the District may consider the ability to obtain an appropriate permit or authorization.

D. VACANCY AND TRANSFERS

Definition: For purposes of this Agreement, a vacancy shall be defined as a position within the bargaining unit presently unfilled, including newly created positions, as well as positions currently filled but expected to be unfilled at the end of the school year.

1. Notification

The Human Resource Department will electronically notify all employees of a permanent vacancy or opening that exists in any assignment covered by this Agreement by posting the vacancy for five (5) consecutive workdays. An employee interested in the vacancy or voluntary transfer shall send a communication of interest in writing to the Human Resources Department.

A subsequent and permanent vacancy or opening that may result by virtue of the original posting being filled internally shall also be posted.

2. Voluntary Transfer Requests

a. Teachers wishing to voluntarily transfer to a specific posted assignment shall notify the Human Resource Department by the deadline listed on the posting.
b. Teachers wishing to voluntarily transfer to a specific position, building, or assignment not yet posted may notify the Human Resource Department each year. All such notifications must be made in writing. Upon receipt of such notification, the Human Resource Department shall notify the teacher of vacancies to which a transfer has been requested; and the teacher shall be given the opportunity to apply by providing a communication of interest in writing during the period of time when the posting occurs.

3. A teacher vacancy may be created by the following:

a. Transfer of an internal teaching candidate to an unfilled position;
b. A leave of absence is extended beyond ninety calendar days;
c. An unplanned resignation or departure that occurs which will require a substitute for ninety or more calendar days;
d. The addition of a new classroom section or position.

4. **End of the School Year and Summer Vacancies**

The Human Resource Department will electronically notify all teacher employees, including those on leave, of permanent vacancy or an opening that exists at the end of the school year and during the summer in any assignment covered by this Agreement.

Positions so posted shall remain posted at least five work days prior to being filled. Teachers interested in a posted vacancy or transfer shall send a communication of interest in writing to the Human Resources Department before or during the time period of the posting.

Any teacher vacancy that occurs at the end of the school year or during the summer until August 1st shall be filled following the procedures listed in the order below.

Internal Candidates:

- Internal candidates will be provided an opportunity to interview for any vacancy.
- The district will strongly consider an internal candidate who meets the established criteria for the position.
- The internal candidate or the Association may request and shall be provided a written explanation of why they were not selected.

External Candidates (After the internal candidate process):

- A selection of teachers located in the building or department for which the vacancy exists shall be offered to be part of the interview process subject to administrative discretion.
- If the position is not filled externally before the beginning of the school year, the top internal candidate who was initially not selected shall be considered for the position.

5. **After August 1st and During the School Year:**
Any vacancy that occurs after August 1st shall be posted and remain posted until filled. The District has the discretion to accept a voluntary transfer of a teacher who has indicated an interest to move to an open assignment or position. If the position continues to be vacant beyond the start of the school year, it shall remain posted and be filled in accordance with the provisions for filling vacancies outlined in this Agreement.

6. **Unfilled Vacancy**:
In the absence of a qualified or appropriately certified external or internal candidate, the District may obtain temporary credentialing for a candidate to be qualified for the assignment until filled in accordance with the provisions for filling vacancies in the Agreement.

If a vacancy is not able to be filled by the procedures set forth in the Agreement, the District may hire a temporary employee on a terminating contract until the assignment can be filled.

7. **Involuntary Transfers**
All changes in teacher assignments in the same building or department from year to year shall be voluntary to the extent possible. Involuntary transfers to a new position or building should be minimized and may be made for the following reasons:
a. To avoid layoffs pursuant to Article VII.B. should vacancies exist at the time of layoff determination.
b. For the re-assignment of a teacher to a more productive teaching experience.
c. When it is reasonably necessary to carry out the curriculum needs of the district.

If teaching positions or programs are being reduced or altered before the start of the school year in a way which would result in involuntary transfers to a new assignment or position, the District will share such changes with the Association and those affected teachers would be notified by the District in advance. Administration will strongly consider the teacher's and the Association's requests concerning the involuntary transfers.

Involuntary transfers shall not occur after the start of the school year unless for the reasons listed above in subsection a or b.

8. **Closing a School/Building** If a school/building is being closed, teachers at that school/building shall be offered the choice of vacant positions that exist, prior to any other transfers being facilitated.
a. Should more than one staff member from a closed school/building request an available position or assignment, the process as defined in Article (Layoff/Recall) Section B shall be followed to determine placement.
b. In the event that there are no remaining vacant positions available for a staff member from a closed school/building, the process in Layoff and Recall shall be applicable.

9. **Professional Development and Training:** An employee who is assigned a vacancy shall be provided necessary and relevant training in order to perform all duties and responsibilities of the new assignment.

C. SCHEDULES
The teaching schedule will be as follows, except in instances where changes are mutually agreed to by the administrator and teacher.

1. Six (6) Period Semester: High School. The high school schedule shall consist of two (2) semesters of approximately 18 weeks each set forth in the Appendix C calendars. The teacher's daily schedule shall consist of six (6) daily periods pursuant to the following terms and conditions:
    a. Teachers shall be assigned no more than five (5) academic periods a day. The periods shall be approximately 60 minutes in length unless the state legislature changes the instructional time requirements. In such circumstances, the parties agree to negotiate on the methods for bringing the district into compliance. The concept will assure that no class will be of a longer duration than sixty-

three (63) minutes unless the state legislature changes instructional time requirements. In such circumstances, the parties agree to negotiate on the methods for bringing the district into compliance.

2. Changes to Schedule

If alterations in the school schedule or structure are recommended by the Board, then the parties agree to employ a collaborative collective bargaining process to negotiate the impact of such changes.

3. Writing Classes

a. Writing Classes shall be defined as a class offering a curriculum designed to improve the students' performance in the preparation of written assignments/assessments.
b. The courses deemed to be writing classes shall be recommended by the English Department teachers and approved by the administration.
c. The building administration should strive to assign teachers a balanced writing course load each semester by assigning non-writing classes evenly across the department as best as possible. Article VI B 1-2 shall apply to the writing class scheduling process.
d. Teachers who have greater than average class size of twenty-five (25) students for each writing class will receive compensation at two times the contractual daily curriculum rate per pupil per trimester/semester.

4. F**LEX AND EXCEL**

a. For the purposes of calculating course preparations, teaching in the FLEX and EXCEL programs shall count as two (2) course preparations per teacher per semester and four (4) course preparations per year. Regarding assignment of additional course preparations, Article VI. G. 1-3 shall apply unless a facilitator is assigned to a team of teachers.

b. A teacher facilitator shall be assigned for each semester when there are three or more teachers in the FLEX program, or three or more teachers on an Excel grade level team (Ex. 9th grade facilitator assigned to 9th grade Excel team). The teacher facilitator shall be assigned one less teaching period per semester. These facilitators shall maintain similar responsibilities of a teacher leader for their respective programs.

c. If a FLEX or an EXCEL facilitator is assigned, then the following shall also apply:
    i. The team of FLEX or EXCEL teachers, for whom a facilitator is assigned, may be assigned a fourth course preparation for the semester. Article VI. G. 1-3 shall not apply for the fourth concurrent course preparation for that semester.
    ii. FLEX or EXCEL teachers assigned a fourth course preparation for a semester because a facilitator was assigned to the team shall be permitted to submit payment for individual planning at the "missed lunch" rate ($28) in lieu of their regular duty-free 40-minute lunch. The teacher shall submit a missed lunch form by the end of the semester. A building administrator's approval is required for payment.
d. The administration shall schedule a common planning period for each FLEX & EXCEL team.

6. Middle School 6 Period Day

a. Academic Assignments and Planning Period

- Teachers shall be assigned no more than five (5) academic periods a day.
- At least one (1) preparation period equal to the length of a class period shall be provided daily.

b. Middle School Traveling Teachers

a. Teachers who travel between middle school and high school and teach five (5) out of six (6) class periods and do not receive their allocated preparation period (Art.VI.C.1 b.&6 a.) shall be paid a $3000 stipend. A $1500 payment shall be paid after semester one (1) and a second $1500 payment shall be paid after semester two (2).

c. Middle School Writing Classes

a. The district will strive to provide teachers of middle school English/Language Arts with no more than four (4) writing class assignments per semester. Teachers assigned to four or

more writing classes per semester shall, in lieu of one (1) academic assignment, be assigned to an academic lab or other duty where practicable. The average class size of each individual teacher's writing class(es) shall be twenty-five (25) students.

d. Modern Language and Reading

a. Upon request, sixth and seventh grade middle school teachers of instructional reading and modern language shall be excused from an advisor/advisee recreational reading assignment when they have three or more different preparations and when their total student load, excluding advisor/advisee recreational reading and homeroom exceeds 156. As an option, alternative relief of an additional one-half daily conference preparation period may be provided by the administration.

e. Duties

a. The Board and Association agree that middle school teachers' nonacademic school day assignments, such as hall duty, lunch duty, etc., shall be first given to volunteer teachers. In the event volunteers cannot cover such duties, the additional duties required may be assigned to teachers and rotated, where possible.

b. For the purpose of this agreement middle school duties shall be defined as those supervisory assignments of teachers, which the administration must make to maintain the degree of control and order needed for an optimal educational atmosphere. These duties may include study hall and corridor proctoring, media center supervision, noon hour gym supervision, cafeteria and/or commons supervision, etc.

D. ALTERNATIVE SCHEDULE

The administration, in consultation with the staff in each middle and/or high school, may decide to modify the daily schedules from time to time in order to provide for activities periods and/or advisor/advisee periods. In such event each teacher shall still have a period of individual conference preparation, a regular lunch period and no more than five (5) instructional periods on those days the daily schedule is modified.

E. ELEMENTARY UA SCHEDULE

Elementary Art, Vocal Music, Physical Education, and Media/Technology classes will be no less than thirty (30) nor more than fifty (50) minutes in duration. There will be a minimum of five (5) minutes and a maximum of ten (10) minutes between e Unified Arts classes where facility use permits and where the building administrator determines that it is practicable to do so. The Board shall strive to assign a teacher to not more than one (1) building each day, and to assign no more than one (1) teacher to a particular class session.

F. COURSE PREPARATIONS & PLANNING TIME FOR ALL LEVELS

A different course preparation will be defined as those bearing a different course number, course title, curriculum guide or textbook.

G. **MIDDLE SCHOOL AND HIGH SCHOOL COURSE PREPARATIONS**

1. The Board shall not assign more than three (3) different course preparations concurrently (e.g., 6-week course, 10-week course, quarter, semester, trimester, or marking period).

2. No middle or high school teacher shall be assigned more than six (6) course preparations in a school year, except in the case of the inability of making the course available to students or upon the mutual agreement of the teacher and his/her supervisor.

3. Teachers assigned more than the maximum of six (6) preparations per school year shall be compensated $2650 per course preparation over six (6).

Teachers assigned more than three (3) concurrent preparations shall be compensated $1325 per quarter per course preparation over three (3).

2. **Activity/Advisors Duties**
   a. In middle schools, planning time for advisors/advisee programs will be incorporated in the team planning period.

   b. The participation in activity periods and/or advisor/advisee programs by middle school special education teachers who are not assigned a team planning period shall be voluntary.

   c. In high schools, activity period duties outside of regular homeroom duties, which require individual teacher planning and preparation, shall be voluntary.

3. **Additional Course Preparations**:
   a. A teacher may voluntarily agree to an additional course preparation. The Association will be informed of the situation.

   b. At the high school level, the district may, in order to make a course available to students or to provide a full-time schedule for a teacher, assign an additional course preparation to a teacher beyond the maximum of six (6).

   c. When an additional course preparation is assigned, the Association shall meet with the building principal and appropriate central administrative staff, to determine if there are alternatives to the assignment of the additional course preparation. If there are no reasonable alternatives, the addition assignment will be implemented.

   d. A teacher assigned to an additional course preparation pursuant to subparagraph (C) shall be guaranteed no more than a six (6) course preparation full time schedule the following school year unless the teacher agrees to the additional course preparation. The district may, as an alternative, offer the teacher one thousand seven fifty dollars ($1,750) for a seventh course preparation.

H. Elementary Course Preparations:

1. The Board will provide planning time for all teachers servicing elementary buildings. Each Junior kindergarten through 5th grade general education, art, instrumental music, vocal music, physical education, librarians, special education, enrichment, and reading teacher will receive 270 minutes of planning time per week. The Board will strive to schedule a minimum of a thirty (30) minute planning time for an elementary teacher on each full school day. Each teacher will receive a minimum of thirty (30) minute block at least four (4) days per week. In the event that it becomes impossible to schedule planning time for a teacher on a particular day, such teacher shall be provided a five (5) minute relief period in both the morning and afternoon.

   a. This time, which will be provided in blocks of not less than 20 minutes, shall include any time that such teachers are not actively engaged in teaching classes, except that passing time shall not be considered as part of this time. It shall be each teacher's individual responsibility to report to the school principal within the first four weeks of each school year that they are not receiving a minimum of 270 minutes of time to plan. The principal shall make every reasonable effort to provide the time. The Association shall submit any disputes over whether a teacher's total time is being provided to the deputy superintendent for educational services for resolution. Where scheduling does not permit the full allotment of this time for the school year, teachers who do not receive the full allotment shall receive a stipend of $3,000 to be paid at the end of the school year. A $1500 payment shall be paid after semester one (1) and a second $1500 payment shall be paid after semester two (2). Teachers who retire prior to the end of the school year shall receive a prorated amount.

   b. The total remedy for not receiving a minimum of 270 minutes of time is contained within the four-corners of this agreement, and therefore, time for preparation under this agreement shall not be submitted to the grievance procedure of the collective bargaining agreement.

c. In the event there are grant funds available for the purpose of student support, each junior kindergarten through 5th grade general education teacher shall be granted fourteen (14) hours of time, typically divided into two-hour increments within the school day, dedicated to MTSS implementation and student support plans, to be used with grade level teams throughout the school year. On an as needed basis, other staff may be included and, when necessary, a substitute will be provided. Such meetings will be organized to best utilize sub coverage within the building and will require administrator approval. Every effort will be made to not schedule these team meetings during the team members' existing planning time.

i. In the event there are no grant funds available for student support purposes, nine (9) hours of faculty meeting time will be utilized to complete the work for MTSS teacher teams. Should the language in this provision be utilized, all elementary faculty would support the teacher teams.

I. **DUTY FREE LUNCH**

1. All elementary, middle, and high school teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes. A teacher who is required to forego a duty-free lunch period as a result of a meeting, required student responsibilities, or other obligation scheduled by the administration shall receive compensation of $28 per missed lunch period

2. Teachers may leave the school building during their lunch period.

J. **PART TIME STAFF**

1. Part time staff shall receive the following compensation when required to attend professional development beyond their regular schedule:
   a. The regular per diem rate for a full-time teacher at the appropriate step and column of the salary schedule when attending day long professional development.

   b. For less than full day professional development, the teacher shall be paid the per diem hourly rate of his/her salary for those hours of the time scheduled for professional development beyond his/her regular schedule. For example, a teacher employed in a 50% assignment, required to attend a three (3) hour professional development activity would be paid for one-and one-half hours at his/her hourly per diem rate.

   c. To attend professional development beyond their regularly scheduled school day, the part time staff person must obtain the permission of the building administration in advance.

K. SPECIAL EDUCATION

1. Special education classes shall be in compliance with the State of Michigan special education guidelines. Any changes to the Collective Bargaining Agreement will adhere to the legal guidelines. An annual joint letter will be produced to inform constituents of relevant language unless parties decide such a letter is not needed.

   a. Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms in a manner that benefits all students.

   b. Any teacher may ask that an appropriate team of staff review the program of a special education student assigned to that teacher. The administration shall convene such a case review and invite the referring teacher to attend.

   c. Any teacher serving Special Education or E.S.L. students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day.

   d. Speech and Language Pathologist caseload should be a maximum of 55, including consult. Relief is provided consistent with as stated elsewhere in this Master Agreement.

e. Special Education Service providers will receive an equivalent amount of preparation time as their counterparts at High School and Middle School and Elementary.

f. A teacher assigned student(s) with a 504 Plan shall meet with the Building Administration prior to or during the implementation of the plan to assure the implementation of the provisions of the plan**.** Current teachers will be consulted prior to the end of the year by the 504 Coordinator or administrator for input regarding what accommodations should or should not be in the 504 Plan.

g. The Specialized Instruction and Student Services Department will also have an Advisory Committee which operates in the same parameters as the building FAC.

~~h.~~ A special education student's placement in classes shall be determined by the IEP team, utilizing documented information and in accordance with federal guidelines. A general education teacher shall be provided information about students in their class with IEPs, 504s, and other medical accommodations prior to the start of the course.

i. Every effort will be made to limit a general education teacher's attendance at special education/E.S.L. meetings (i.e., I.E.P.'s, M.E.T.'s) to no more than one planning period in a week. In no case will a general education teacher be required to use more than two (2) planning periods in a week for this purpose. And every effort will be made to limit attendance at special education/E.S.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher. Teachers attending these meetings (only for students with I,E.P's and M.E.T's or initially getting I.E.P's or M.E.T's) on their planning periods are not paid extra for missing their prep. Should a teacher miss a class, the district will provide a substitute teacher to cover.

j. Prior to the Friday following Labor Day, all itinerant Special Education staff shall meet with the principal(s) of the school(s) to which they are assigned to discuss their schedules and workplace assignments. If problems arise with regard to workplace assignment, the Executive Director of the BEA and the Assistant Superintendent for Human Resources shall meet to attempt to resolve the issue.

L. CO AND TEAM TEACHING

1. General Guidelines

The District shall implement with fidelity Team and Co-Teaching to ensure the practice or program is manageable for all involved by adhering to the following guidelines.

a. Team and co-teaching course shall be identified at the time of scheduling based on student needs.

b. Teacher course and subject preference process, as described in Article VI B2, shall be made available to teachers and will permit teachers to specify the following information about team and co-teaching:

- Preference concerning a team or co-teaching assignment;
- What course(s) or subject area they would prefer to team or co-teach;
- And if so, with whom would they would prefer to teach.

Should there be unfilled positions, then the administration can assign a teacher to a team or co-teaching assignment.

A teacher's indication of the above information shall be given strong consideration when making a team or co-teaching assignment. A teacher may request a meeting with their supervisor or principal and may involve an Association representative in the meeting.

c. If the current co-teaching partnership is working, then it should continue if agreed to by the co-teachers. If it is not working, then the co-teaching partnership should be reassessed.

d. A team and co-teaching survey and program assessment shall be administered once a year to all

teachers in the program**.** The survey, distributed with the teacher preference sheet, should assess both the viability of the program and the workability of the team and co-teaching arrangement.

e. Team and Co-teachers shall strive to provide a daily common planning period. In the event that team and co-teachers are not provided a common planning period, the following provision shall apply.

- Each teacher in a team or co-teaching arrangement will be paid at their per diem rate for up to (14) fourteen hours per trimester or twenty-one (21) hours per semester for planning before or after the school day or during lunch. This applies to each team or co-teaching course or section. For example, if a teacher is working with two other teachers in a semester schedule, and in both cases does not have common planning with either teacher, then that teacher would be eligible to receive compensation for both situations (21 x 2=42 hours).

- Teachers with the approval, of the principal, shall submit request for payment forms to the Department of Human Resources.

f. Team and co-teachers shall be provided a minimum of (six) 6 hours of additional training and planning time, at the contractual curriculum rate over the summer and/or during the school year for new and continuing team and co-teaching relationships. This additional training and planning time should be scheduled within the school or district calendar unless the team or co-teachers mutually agree to engage in this training or planning over the summer.

g. When professional learning meetings are scheduled for the purpose of curriculum planning, teachers assigned to team or co-teaching may request to meet with their teaching team.

Prior to the start of the course, team and co-teachers should be provided an opportunity to meet and discuss delineation of equitable responsibilities as part of the 6-hour planning meeting.

2. **Team Teaching**

a. A team-taught program shall be generally defined as any course or set of courses where a common group of students are assigned to two or more teachers and may involve teaching two or more curricular areas over one or more periods of the day. Such courses shall include Excel, Flex, and any other course(s) that would qualify under this definition. This is distinct from co-taught courses.

b. Unless otherwise mutually agreed to by the teacher and administrator, team teachers shall be assigned to no more one team-teaching partnership per semester and no teacher shall be assigned to more than one team taught course.

3. **Special Education Co-teaching**

a. Co-teaching is recognized as an educationally sound principle in which a special education teacher, not assigned to a CI, EI, ECSE, or ASD classroom, works collaboratively with a general education teacher where both teachers share equal responsibility. Student placement in co-taught classes should be intentional with input from the IEP team and co-teachers.

b. Trimester

- Typically, a teacher may be assigned to co-teach with one other teacher in one course or section.
- A teacher may be assigned to co-teach two sections per trimester of the same course with one or two teachers in different hours. The district should strive to limit the number of students on a special education teacher caseload to sixteen (16) students. If this caseload limit cannot be met, the teacher shall be provided two half-days per trimester of release time to complete IEPs and other related work.

c. Semester

- Typically, a teacher may be assigned to co-teach with one other teacher in one course or section.
- A teacher may be assigned to co-teach two sections per semester of the same course with one or two teachers in different hours. The district will strive for a student caseload of no more than 20 students for those teachers assigned a co-taught class.

- A special education teacher may agree to be assigned to co-teach beyond the above parameters. If this agreed to, the Association shall be notified.

d. Co-teaching pull outs for IEPs, meetings, tests (not including tests given in the co-taught class during the same hour), student concerns, and other school related issues which may pull the co-teacher out of the classroom shall minimized as much as possible. If the co-teacher is not present for the co-taught class, a substitute shall be found if feasible.

e. The co-teaching program in each building and overall shall be assessed on a regular basis and student data shall be collected to determine the effectiveness of co-teaching.

f. The size of co-taught classes should strive to be 25 total students following the required stipulation (Article VI K1a) regarding an even distribution of special education students. Relief per Article VI A4 shall be applied if the class size is at 29 or greater.

ARTICLE VIII – TEACHER PROFESSIONAL RESPONSIBILITIES AND RIGHTS

A. **TEACHER RESPONSIBILITIES:**

1. The Association agrees that each teacher has an obligation to enforce the written rules and regulations of the Board at all times.

2. The Board and all teachers shall comply with the provisions of the Occupational Safety Act (Michigan Public Act 154, 1974).

3. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.

4. **Sub Plans and Reports**: Teachers shall prepare lesson plans for the use of substitute teachers. Teachers shall also prepare and maintain written evidence of adequate planning for their instructional program(s). In implementing this section, supervisors will avoid regimenting all teachers with regard to format and time requirements. Normally, the Board will attempt to secure substitutes for absent classroom teachers, media specialists, LRC teachers and special education classroom teachers.

   If a teacher believes a report on the substitute assigned to the classroom during his/her absence is necessary, they may complete and submit the available form.

5. **Professional Meetings**: As part of his/her professional responsibilities, a teacher will be available for meetings with students, other teachers, parents, and administrators. These meetings, whenever possible, shall be prearranged and scheduled during the pupil day. In order to satisfy this provision, a teacher shall not make personal commitments that will make him/her consistently unavailable for such after school meetings. This provision shall not be used to capriciously require teacher to stay beyond the minimum time set forth below.

6. **Report Time**: Teachers shall report in sufficient time before the start of the school day to be prepared for the safe arrival of students and to be prepared to begin instruction each day and may leave after the completion of their assigned duties and the safe dismissal of students. This provision shall be implemented with flexibility and not be applied in a capricious or arbitrary manner. Facilitation of safe arrival and dismissal of students may be compensated, at the discretion of the building principal, as delineated in Schedule B: Head Teacher or Elementary Student Services position. Such compensation may be distributed among participating teachers. In those schools where there are two or more media specialists or two or more guidance counselors, their workday may be adjusted to a maximum of one (1) hour (earlier or later) with the mutual agreement of the media specialist or guidance counselor and his/her supervisor without

being paid additional compensation. Said adjustment will not result in any alteration of the total daily time requirement.

In areas of defined need and with the mutual agreement of the teacher and his/her supervisor, based on the needs of the school, a teacher's workday must be adjusted (earlier or later) for up to one (1) class period per day. Said adjustment will not result in any alteration of the total daily time requirement.

B. STUDENT ACTIVITIES

Recognizing that the total education environment of student's demands various activities beyond those experienced solely in the classroom, the Board and the Association shall work cooperatively at the building level to encourage all teachers to accept a share of necessary school-related activities. All such activities for which no compensation is provided shall, however, be entirely voluntary.

C. FACULTY MEETINGS

1. Faculty meetings shall normally be held on a regularly scheduled day. There shall not be more than a total of twenty (20) hours of faculty meetings per year. If scheduled at the end of the day, faculty meetings must begin within ten (10) minutes of the end of the student day. Up to five (5) district-wide department meetings may be held during the school year.

2. **Faculty Meeting Professional Development:** The building FAC and administration may agree to use faculty meetings for the purposes of establishing professional development opportunities for the building staff. Such meetings shall be reported to MOECS (Michigan Online Educator Certification System) as district provided professional development. If such a determination is made, the building FAC and administration will develop a building professional development calendar coordinated with the district wide professional development calendar.

   a. The building professional development opportunities may consist of up to ninety (90) minute blocks of professional development scheduled before or after the school day as determined by the building FAC and administration. Ninety (90) minute blocks for the purposes of building professional development opportunities are defined as a full ninety (90) minute period of time.

   b. Up to five (5) ninety (90) minute blocks may be scheduled. Because of the school calendar and the scheduling of various recesses and other teacher obligations, scheduling of these building professional development opportunities will be no more than one per month for the following months: September, October, January, February, March, April, and May.

   c. Professional Development at the building level is defined to include PLC's, team time, assessments, and other appropriate activities as defined by the building FAC and administration

3. **Extended Early Release Professional Development:** The district may add up to one (1) hour of faculty meeting time to an early release period for the purposes of offering professional development opportunities to the staff. These building and district wide professional development opportunities will be coordinated by the district Professional Development Calendar Committee and Building FAC so that only one of these opportunities will be scheduled in any week. The parties acknowledge that each faculty meeting hour used for professional development opportunities will reduce the amount of faculty meeting time available by the time allocated for professional development.

   a. If staff members use childcare services through Midvale or Wee Care, the district shall provide free care for the extended faculty meetings time up to thirty (30) minutes.

D. STATE MANDATED TRAINING

The District intends to provide State mandated health and safety training as part of the "Welcome Back" and Professional Development activities provided at the beginning of the school year. If this does not occur, two faculty meetings each year shall be used to permit staff to complete State mandated training. Should the District not provide six (6) hours of State mandated health and

safety training as part of the “Welcome Back” and Professional Development activities at the beginning of the school year as part of the negotiated calendar and in agreement with the professional learning and calendar committee (as called for in Article XIV, F), two faculty meetings of one and a half (1.5) hours in length shall be scheduled during the month of August to provide three (3) hours of this DPPD. This faculty meeting time and the additional three (3) hours will be flexible in nature allowing staff to use asynchronous time in either August or September to complete the training by October 1. This faculty meeting time will be considered to be and included as part of the faculty meeting provision in Article VII, C of this master agreement. Six (6) hours will be reported as State Continuing Education Credit Hours (SCECHs) to the MOECS system as part of the “Welcome Back” and Professional Development activities provided at the beginning of the school year. Should additional State mandated training become required, additional time at faculty meetings will be provided. If the District provides such training and a teacher is absent and misses the same, the teacher shall be required to make up the training on his/her own without additional compensation unless the teacher is assigned to attend District Professional Development in which case District time will be provided to the teacher.

E. CONFERENCES & GRADE REPORTING

ELEMENTARY PARENT/TEACHER CONFERENCES: All elementary schools shall schedule two (2) afternoon and two (2) evening conference blocks each fall and one (1) afternoon and two (2) evening conference blocks each spring. The afternoon conference blocks days will be set forth in the school calendar. Each block will be of three (3) hour duration and be scheduled during the teachers' normal working hours. Specific days and times for the evening conference blocks will be set forth in the school calendar with each block to be of three (3) hour duration. Generally, no more than one (1) conference will be scheduled for each twenty (20) minute period in the fall and no more than one (1) conference will be scheduled for each fifteen (15) minute period in the spring and in no case will a teacher be required to have more than twenty-six (26) conferences in the fall or spring. Should more than twenty-six (26) conferences be necessary the Board will provide substitute teacher time to cover the additional time required. If a half-day kindergarten or junior kindergarten program is reimplemented, the following language will be applied:

a. Kindergarten or Junior Kindergarten teachers assigned to two (2) sections shall be provided an additional records day in the fall and the spring.

b. An additional two (2) days will be provided for conferences during the normal workday to all full-time kindergarten or junior kindergarten teachers assigned to two (2) sections in the fall and spring.

1. MIDDLE SCHOOL PARENT/TEACHER CONFERENCES:
   Middle schools shall schedule two (2) evening conference blocks of three (3) hour duration in the fall and spring. The specific days and times for the evening conference blocks will be set forth in the school calendar. Also, the middle schools shall schedule one (1) afternoon conference block of no more than three (3) hours duration in the fall, the specific day to be set forth in the school calendar.

2. HIGH SCHOOL PARENT/TEACHER CONFERENCES AND CURRICULUM NIGHTS
   High Schools shall schedule one (1) evening conference of three (3) hours duration for first, second and third trimesters. High schools shall also schedule one (1) evening curriculum event for the first and second trimesters. The dates and times are set forth in the school calendar for the current school year.

3. CONFERENCE COMPENSATION
   One (1) conference compensation day will be provided each semester for both elementary and secondary conferences schedules as described above as set forth in the school calendar.

F. TEACHING MATERIALS:

1. The Board will continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the historical, scientific, and social development of

the United States. The Board further agrees at all times to keep the schools reasonably equipped and maintained with the tools of the teaching profession.

2. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference area in each school in the District and include therein all texts which are reasonably requested by the teachers of that school within the limitations of the school media budget.

G. STAFF FACILITIES

1. LUNCHROOM: The Board shall make available in each school adequate lunchroom/lounge facilities exclusively for staff use.
2. BATHROOM: lavatory facilities will be provided exclusively for adult use.
3. TELEPHONE: Telephone facilities shall be made available to teachers for their reasonable use for professional purposes in a secluded area.
4. VENDING MACHINES: Upon the request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas. The faculty in the building, including the administrators, shall administer the proceeds from all such machines.
5. PARKING: Wherever practicable, off-street parking facilities shall be provided and properly maintained and identified exclusively for staff use, with the provision that those teachers whose health demands special consideration shall be given preferential parking privileges.

H. TEACHER RIGHTS:

1. Principals shall permit a teacher to leave the building during a preparation or planning period for duties attendant to professional responsibilities, and this right shall not be abused.
2. In the event that it is necessary to assign teachers to substitute during their conference periods, the assignment will be given to volunteers and/or rotated.
3. The Board agrees it will not discriminate with respect to any teacher's assignment or class size.
4. Prior to instituting any substantial program additions to the curriculum after the beginning of the school year, the Board will consult with the teachers involved.
5. No general education teacher shall routinely be required to perform medical or hygienic procedures on a student.
6. Upon request and demonstration of need, a teacher shall, at board expense, receive the series of Hepatitis B vaccinations.
7. The teacher shall be informed of the purpose of the presence of all visitors to his/her classroom and shall receive prior notification of said visits when possible.
8. **Program Evaluation**: The Board and Association recognize the positive effects that effective program evaluations can have on the instructional program of the district. In order to achieve this the following provisions shall apply to the results of all evaluations of program.

    a. No information obtained will contain reference to an individual teacher.
    b. No portion of the results will be placed in a teacher's personnel file.
    c. No information obtained will be utilized as evidence for teacher dismissal or involuntary transfer.
    d. All information disseminated beyond program staff shall contain reference to factors beyond the teacher's control, which may have had some effect upon the results.
    e. Further, prior to all program evaluation activities there shall be a review of the evaluation plans with the involved teachers.

I. **PROFESSIONAL DEVELOPMENT**

Professional Development provided will be designed, to the best of the District's ability, so that it may be used by teachers in the renewal of his/her teaching certificate. The District will identify the Michigan Department of Education ("MDE") category for each Professional Development session offered by the District. To further facilitate the renewal process, the District shall maintain a list of the Professional Development offered each school year and the MDE category for the session. For attendance purposes the District shall provide a sign in and sign out sheet for each District Provided Professional Development Program offered.

J. **INCLEMENT WEATHER RELEASE DAYS**

1. When schools are closed due to inclement weather, teachers are not expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather, teachers shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a teacher shall not suffer a loss of compensation.

2. Should it be necessary to make up any days in accordance with State law, the days (s) will be added to the end of the school calendar so affected with no additional compensation paid to the teachers affected.

K. **HEATING AND COOLING**

1. In consideration of optimum learning environment and energy conservation, including governmental regulations and guidelines, the Board shall maintain adequate classroom heating within the instructional areas of each school building. A teacher shall not be required to teach in a facility where the temperature is below sixty degrees Fahrenheit (60°) and the condition cannot be corrected within one (1) school day.

2. The board will strive to maintain facility temperatures above 65° and below 90°. Where practical, a teacher's class may be temporarily moved to another location in the facility to relieve a situation not within the parameters as stated above.

L. TEACHER RESIGNATIONS

The Association encourages all teachers in the District to notify the Board as soon as possible of impending resignations in order to provide the Board with information necessary to plan for staffing the District for the ensuing school year and in order to implement Article VII, Section B(1), and Article XIII of this Agreement.

M**: MENTORSHIP PROGRAM**

The BEA-BPS Committee established a comprehensive mentoring program that identifies the scope, parameters, expectations, compensation which shall include the following:

- Surveying current mentors/mentees about what they need initially and annually.
- Training for teacher mentors.
- Developing a reference for program guidelines.
- A document that defines roles and responsibilities of the mentor.
- A document that defines roles and responsibilities of the mentee.
- Connecting new teacher needs/requirements to professional development offerings.
- Maintaining a data curtain to ensure confidentiality and to prevent influence on the mentee evaluation.
- Assignment of mentee/mentor to be made by building administrators and communicated to Human Resource Department.
- Duration through the probationary period unless supervisor or member or mentee determines differently.
- Establishing a mentor coordinator to oversee the program.
- Limiting a mentor to no more than two (2) mentees.
- Regular review and assessment to ensure program is meeting the needs of teachers.

ARTICLE VIII - EVALUATION

The district's teacher evaluation system will comply with Michigan law, Board Policy and Administrative Regulations.

A.Evaluation Tool and Rubric: The district will use the evaluation rubrics as outlined on the district website.

1. Evaluation tools shall be determined through the negotiation process between the Association and the District. Any alteration in the evaluation tools or rubric shall be mutually agreed upon by both parties.

2. Two specific performance goals identified by the teacher in consultation with their evaluator shall be determined by all teachers being evaluated each school year.

3. Final Evaluation Rubric: A year-end evaluation form and rubric that utilizes objective criteria for 80% of the year-end evaluation determination.

B.Student Growth and Student Learning Objectives: 20% of the year-end evaluation shall be based on student growth and assessment data or student learning objectives metrics.

1. The student growth and assessment data or student learning objectives shall consist of measurable goals set for students that utilize available data as determined annually by the teacher and their supervisor.

2. A matrix of available student data options will be provided. The teacher and the administrator shall mutually agree to two (2) data sets, weighted at 10% each, to be used for the purposes of measuring student growth or student learning objectives.

3. The teacher, with mutual agreement by their evaluator, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

4. The data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

5. Data and goal reflection forms will be completed and submitted to a teacher's evaluator by April 20th each year.

C. Evaluation Process:

1. Classroom Observations (that are intended to assist in the year-end performance evaluation):
    a. Every effort will be made to notify teachers by September 30, but no later than October 31, that they will be evaluated that school year and which evaluator will be conducting their year-end evaluation.

    b. There shall be at least 2 classroom observations of a tenured teacher in each school year the teacher is evaluated. Teachers who are in probationary status beyond year 1 shall have 2 classroom evaluations with the option of a third observation determined by the evaluator. First-year probationary teachers shall have 3 observations. One observation for any teacher may be unscheduled. All classroom observations will be completed by April 10th each year.

    c. The teacher and the evaluator will mutually agree on the date and time of a scheduled observation.

    d. A classroom observation must not be less than 20 minutes.

    e. A classroom observation shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.

    f. The teacher will be provided written feedback on that observation on the district evaluation reporting system or in another written form within fifteen (15) school days, not to exceed thirty (30) calendar days, after the observation.

    g. The post-observation meeting shall be held no later than thirty (30) calendar days after the observation occurred. The written feedback including lesson plan, standards addressed, pupil engagement, and other goals decided by the teacher will be discussed during the meeting.

2. Midyear Progress Report/Individualized Development Plan
    a. The performance evaluation process must include a midyear progress report for any teacher who is in the first year of the probationary period or who received a rating of "minimally effective" "ineffective" "needing support" or "developing" in the teacher's most recent year-end evaluation.

The midyear progress report must:

i. Be aligned with the teacher's individualized development plan (IDP); and
ii. Include specific performance goals for the remainder of the school year that are developed by the administrator conducting the year-end evaluation in consultation and agreement with the teacher. This report must be a written improvement plan that includes these goals and training.

b. Midyear progress reports, supported with at least two classroom observations, will be completed by February 1 for all teachers in the first year of a probationary period.

c. A Mentor teacher will be assigned to probationary teachers. The mentor will be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP. Communication between the evaluator and the mentor will not be used as evidence for evaluation purposes. The mentor shall be mutually agreed upon by the mentee and the evaluator.

d. The Association shall be informed of any teacher provided an IDP. The Association may participate in the IDP process, including the choice of the mentor, if the teacher desires.

e. Training or professional development shall be provided by the district to assist the teacher in meeting the goals of the IDP.

3. Year End Evaluation

a. Beginning July 1, 2024, the performance evaluation system shall assign a rating to each teacher of "effective," "developing," or "needing support" based on the teacher's year-end evaluation.

1. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30th of each year for probationary teachers and no later than May 15 for tenured teachers. Extensions to this timeline for year-end evaluation determination meetings may be agreed upon between the Association and the evaluator.
2. In the event there is no year-end evaluation meeting as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

b. A Teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:

- Teachers who work less than 60 days in any school year
- Evaluation results are vacated through the grievance procedure
- The teacher and the school district agree there are extenuating circumstances.

c. If a teacher receives an unevaluated designation under subdivision (3-b), the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.

d. If a tenured teacher has been rated "highly effective" or "effective" for the three(3) most recent consecutive year-end evaluations, they shall be evaluated triennially. If the teacher is not rated as "effective" on one of these triennial year-end evaluations, the teacher shall be evaluated annually until receiving an "effective" rating for three (3) consecutive years.

e. The probationary period for a teacher shall be reduced from five (5) to four (4) school years when they have been rated "effective" on three consecutive year-end performance evaluations.

f. An individualized development plan (IDP) shall be developed for any teacher who is rated "needing support" or "developing."

g. Year-end evaluation meetings will be held for all staff being evaluated by May 9th each year.

D. Rights of Tenured Teachers:

1. For a tenured teacher who is rated as “needing support” on a year-end evaluation, the following options must be made available:

a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent or intermediate. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. A written response regarding the superintendent's findings must be provided to the teacher who requested the review by no later than 30 calendar days after receipt of the request for a review before making any modifications.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article V.

E. Training on evaluation system, tools, and reporting forms:

Prior to any observations for the purposes of evaluation and no later than October 31 of the current school year, the district shall provide training to all for teachers that are being evaluated that school year. Training shall include evaluation process and reporting forms and will take place during contractually scheduled work time.

F. Grievance Procedure

A teacher who believes the evaluation process as outlined in this agreement or other district documents is not being adhered to should bring the matter to the attention of the Association. The Association shall inform appropriate administrators. A teacher who is rated less than “effective” on the year end evaluation may utilize the grievance process as outlined in Article V.

ARTICLE VIII - LEAVES OF ABSENCE

A. **Absence Notification**: A teacher who is absent five (5) or more consecutive days shall be required to notify the Human Resources Office and provide a doctor’s note on return to school. Any teacher out more than five (5) consecutive days may be placed on a short-term leave of absence. A teacher on a short-term leave of absence (up to ninety (90) calendar days) shall continue in his/her current position on his/her return.

B. If eligible, teachers shall use accumulated leave time and if eligible donated days before going unpaid.

C. **Parental/Family Leave**:

1. The Board will grant a leave of absence for maternity, adoption, or childcare reasons, without salary, to any member of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences plus the next school year. The duration of such leave to be at the teacher's option.

2. If sick leave days are available, up to 30 workdays will be converted from sick leave days to FMLA Maternity/Paternity bonding time, not to exceed a total of 12 weeks. This provision may be extended to foster parents on a case-by-case basis.

3. An extension of the leave of absence may be granted upon the recommendation of the Superintendent.

Whenever possible, a bargaining unit member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the childcare leave.

4. The Board shall provide Health Insurance to all those covered by Board paid Health Insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option. Thereafter, Article XVII(I)(4) shall apply.

D. **Adoption Leave**
Such time as is necessary up to thirty (30) days total per family per adoption of a child. The employee may take additional unpaid days pursuant to rights provided by the Family Medical Leave Act not to exceed a total of twelve (12) weeks. The total time available, paid and unpaid shall not exceed a total of twelve (12) weeks.

E. **Peace Corps Leave**
A one (1) year leave of absence without pay may be granted to any teacher who joins the Peace Corps as a full-time participant. Such leave shall be extended for one (1) year at the request of the teacher.

F. **Annual Two-Week National Guard or Military Reserve Unit Leave**
A teacher who is a member of the National Guard or a military reserve unit shall be granted a leave for a non-requested mandatory annual two (2) week training commitment if it must be attended during the school year. The Board will compensate a teacher who qualifies under this provision the difference between his/her service pay and regular teacher's salary, but only if by such a leave s/he would suffer a loss.

G. **Public Office Leave**
A leave of absence without pay for up to one (1) year shall be granted annually to up to two (2) teachers who are appointed to or elected to a full-time public office position. If necessary and applied for in writing, such leave will be extended annually for the duration of one (1) term for such public office.

H. **BEA, MEA, or NEA Leaves**
A leave of absence for one (1) year shall be granted without pay to those teachers who are appointed or elected to Association, MEA, or NEA positions.

I. **Jury Duty Leave**
Teachers who are summoned and report for jury duty shall be paid an amount equal to the difference between the amount of wages the teacher would otherwise have earned by working on that day and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which s/he reports for or performs jury duty and on which s/he otherwise would have been scheduled to work.

J. **General Leave of Absence**
1. A teacher may be granted a leave of absence up to one (1) year without pay for reasons of health, to return to school, family responsibilities, such as, care or relocation of family. Other unpaid leaves for reasons deemed meritorious by the Superintendent may also be granted.

2. The Board may extend all leaves of absence. A teacher's request for an extension of his/her leave of absence must be submitted in writing. A teacher may be granted more than one (1) extension of a leave. The duration of the extension shall normally be for one (1) teacher work year.

3. The Board's decision on each leave extension request will be made individually on a case-by-case basis and will be in consideration of its impact on laid off teachers, the availability of a suitable replacement teacher, economic considerations, and other relevant factors.

K. **Family Care Leave of Absence**
After the exhaustion of any available sick leave days, the Board shall provide an unpaid leave of up to twelve (12) weeks to all teachers who request it for the purpose of the care of a member of the immediate family with a health problem. Further, Health Insurance shall be provided to all those on such a leave who were covered by Board paid Health Insurance prior to the leave for the twelve (12) week duration of the leave. An employee may continue benefits under COBRA at his/her expense for the duration of the leave.

L. **Benefits While on Leave of Absence**
All benefits other than such covered under the Family Medical Leave Act (FMLA) will continue from the date of the start of unpaid leave, through the end of the following month in calendar days. For example, if the unpaid leave begins on April 15th, then all benefits will continue through the end of May.

M. **Compensation When Returning from Leave of Absence**
A teacher who returns from a leave of absence during a subsequent school year shall receive the salary of the immediate next step of the salary schedule (if applicable in that contract year), provided s/he is otherwise qualified in accordance with the policy pertaining to advancement on the salary schedule unless the teacher worked less than half of the previous school year based on the number of teacher workdays. Regardless of the length of the unpaid leave, no teacher shall move up more than one (1) step. This requirement will not apply to teachers who are absent due to an illness or medical condition.

N. **Notifying District Regarding Leave of Absence Status**
1. A teacher on a leave of absence scheduled to conclude at the end of a school year must, no later than April 1, inform the Board as to whether s/he wishes to return for the subsequent school year or wishes to extend his/her leave for an additional year. As an exception to the above, if the teacher's leave commenced after April 1, s/he must inform the Board no later than July 1.

2. On the completion of the leave the member shall be returned to his/her previous position or a position for which they are certified and qualified provided consistent with the Board policy.

ARTICLE IX - SABBATICAL LEAVES

A. In order to enhance the professional status of teachers, the parties agree to the establishment of a Sabbatical Leave Committee to be comprised of an equal number of teachers and Board representatives. The Association will select the teacher members of this Committee. This Committee shall evaluate the qualifications of all applicants and make recommendations to the Superintendent for those applicants deemed acceptable. The Superintendent shall, however, make the final decision with respect to such applicants. The Committee may also consult with the Superintendent annually with reference to possible changes in the criteria for the selection of teachers seeking Sabbatical Leave. No more than two percent (2%) of the teachers may receive a Sabbatical Leave in any one school year. Said committee shall be initiated upon the request of either party.

B. The compensation for a teacher on Sabbatical Leave shall be one-half (1/2) of the base salary s/he would receive if s/he was employed as a teacher during the period for which the leave is effective.

C. A teacher on Sabbatical Leave shall be entitled to participate in the Insurance Program provided for elsewhere in this Agreement. The Association and a teacher on Sabbatical Leave agree that the Board shall not be held liable for the death of or injuries sustained by the teacher while s/he is on Sabbatical Leave.

D. Following the conclusion of a sabbatical leave the Board will pay the five (5) percent employer retirement contribution to the teacher (less any required deductions) at the time it is required.

E. Prior to commencement of the Sabbatical, the teacher shall either be given assurance of his/her return to his/her assignment or the assignment to which s/he will return shall be made known to him/her. It is recognized by the parities that in the event the anticipated position is abolished during the Sabbatical Leave because of unforeseen circumstances relating to staff or budgetary reductions, program changes, and/or curriculum alterations, this provision shall not apply. A teacher on Sabbatical Leave who will experience returning to a different assignment than the anticipated position will be notified as promptly as possible prior to his/her return. A teacher returning from Sabbatical shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the District during such period.

ARTICLE X - DISCIPLINE

A.Discipline Procedure: All teachers shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. The term "discipline" as used in this Agreement includes Department of Human Resource issued written warnings; reprimands; suspensions with or without pay, or other actions of disciplinary nature.

The specific grounds for disciplinary action will be presented to the teacher and the Association no later than the time discipline is imposed. The teacher or Association may request that the issuance of discipline be done in-person. The teacher or the Association may inquire as to the rationale for the level of progressive discipline issued.

Discipline that involves the demotion or discharge of a tenured teacher or the non-renewal of a probationary teacher shall adhere to the mandates in the Michigan Tenure Act.

B.Just Cause Standard: Just cause shall be determined based on the totality of the circumstances which includes: fair notice, due process, consistent application, substantial evidence, equal treatment, and mitigating and extenuating circumstances.

C.Progressive Discipline: The following progression of discipline shall be followed.

1. Written Warning
2. Written Reprimand
3. One-day suspension without pay
4. Further suspensions without pay in accordance with the Teacher Tenure Act
5. Termination for probationary teachers or filing tenure charges

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize the severity of an offense may provide just cause for the acceleration of the above progression of discipline up to and including termination or the filing of tenure charges.

The appropriate level of discipline shall be at the sole discretion of Administration.

Nothing in this section of the agreement shall be intended to limit the district's ability to provide coaching and counseling to any teacher in areas deemed necessary by Administration.

D. Grievance Procedure: Disciplinary action taken against a teacher shall be subject to the grievance procedure set forth in Article V.

E. Representation: A teacher shall at all times be entitled to have present a representative of the Association when they are being disciplined. The district shall inform the Association when a teacher is subject to a meeting that may result in disciplinary actions. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If the district believes it is necessary to continue an investigation or that the teacher poses a risk to students or staff, then the district has the authority to put them on paid administrative leave.

F. Evaluation: In the event a teacher is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.

G. Personnel Files.

1. Verbal warnings and memorandums of record are considered non-disciplinary and will not be included in a teacher's personnel file.

2. Teacher Review of File: A teacher shall have the right to review the contents of all records placed in their personnel file and to have a representative of the Association accompany them in such reviews.

3. Other Review: Other examinations of a teacher's personnel file shall be limited to qualified supervisory personnel and human resources staff. The exception would be if an Association representative reviews such files when necessary for contract administration purposes or to provide the bargaining unit employee representation in other administrative or legal proceedings.

4. Contents: Each teacher's personnel file shall contain but shall not be limited to the following:
a. All original application materials
b. Letter of offer of position or contract
c. All teacher evaluation reports
d. Teacher credentials
e. College placement material, including official transcripts
f. Copies of official personnel action
g. Letters of commendation
h. Other materials mutually agreed-upon

5. Copies and Notification: Teachers shall receive copies of all materials in the personnel file and shall be informed as soon thereafter as is feasible if a F.O.I.A. request is submitted for any information.

6. Memorandum of Record: A Memorandum of Record (MoR) is a non-disciplinary verbal or written communication from a building administrator or supervisor to a teacher. Such record, if written, shall be kept by the building administration or supervisor. If there are no further incidents of the same or similar nature and upon request of the member or the Association, the MoR may be expunged from the principal's file after two years.

7. Exclusions: No coaching and counseling documentation, verbal warnings, documented or not, or Memorandums of Record (MoR) shall be contained in a teacher's Personnel File. A copy of any such documentation shall be provided to the teacher.

8. Expungement: A teacher or the Association may request to expunge discipline or complaints contained in the teacher's personnel file. When this request is made, expungement shall be given strong consideration for discipline below the level of "further suspensions without pay." If the district denies the request, it must provide a written explanation as to the reason. Expungement decisions are at the discretion of the District.

9. Leaving Employment: Upon request of the teacher or the Association, a written record of discipline may be removed from the teacher's personnel file when they leave the District.

10. Complaints: If the District investigates a complaint against a teacher, the teacher will be notified. Once the investigation is concluded, only substantiated material may be placed in a teacher's personnel file and only after the teacher has had an opportunity to review the material.
Complaints shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated. Unsubstantiated complaints may not be used as any basis of disciplinary action nor as a part of any additional ongoing incidences of a substantially related nature. No complaints in the file may be used as a part of any additional ongoing incidences of an unrelated nature.

11. Teacher Response: The teacher may submit a response regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the disciplinary record or other material is released to a third party, the attached response shall also be released with it at the discretion of the teacher.

When disciplinary-related material is to be placed in a teacher's file, the affected employee shall be offered an opportunity to review and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

12. Incorrect Information: If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the employee or the Association can request the material be corrected or expunged from the file if appropriate. This is subject to the grievance process.

ARTICLE XI - ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man/woman, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:

1. The teacher shall encourage the student to study varying points of view and respect his/her right to form his/her own judgment.

2. The teacher may assume full political and citizenship responsibilities but shall refrain from exploiting the institutional privileges of his/her professional position to promote candidates or partisan activities.

3. The teacher shall protect the educational program against undesirable infringement.

4. The teacher shall be allowed to interpret and use the writings of others and educational research with intellectual honesty.

B. Academic freedom exercised by a teachers requires that they be cognizant of the maturity of their students and that this be recognized in his/her instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the school community will be considered in the exercise of academic freedom.

C. It is agreed to by the parties that the evaluation of students is the responsibility of the teaching staff. No grade may be changed unless either the teacher who issued the grade concurs or the majority of the Grade Review Panel approves of the change. The Grade Review Panel shall be composed of three (3) teachers selected by the Association, one (1) Board member and the Superintendent or his/her designee. Should the teacher not concur and the panel approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the Board members elected and serving will be final.

D. The parties acknowledge that the pacing guides established by the administration do not establish nor are they intended to be day by day instructional manuals or mandated curriculum guides requiring every teacher to be at the same place in the curriculum on any particular day. Rather, they are intended to serve as general guidelines setting forth basic concepts to be covered during the school year. While a teacher is expected to teach the district curriculum, a teacher's compliance or non-compliance with the pacing guide may not be considered in that teacher's evaluation.

E. At the beginning of each school year, a joint communication will be sent to all teachers to inform them of appropriate practices and possible areas of concern with regards to this Article. This may be particularly necessary as community needs and current events bring heightened awareness to this issue.

ARTICLE XII - TEACHER PROTECTIONS AND SAFEGUARDS

A. **Teacher Support for Discipline**: Since the teacher's authority and effectiveness in his/her classroom are enhanced when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline of their students.

If it appears a pupil under a teacher's jurisdiction may require the attention of special counselors, social workers, law enforcement personnel, or other professionally qualified persons, or whenever the presence of a particular student in the class will impede the education of the balance of the classroom because of severe disciplinary problems caused by said student, the Board will take reasonable steps to help the teacher resolve the problem with respect to the student.

In the event that a teacher's recommended disciplinary action (including student transfers which relate to control and discipline) is overruled, said teacher shall be consulted relative to final disposition of the case. Consultation shall be construed to include the opportunity to offer alternatives and to have such alternatives considered, including specific reasons for the ultimate rejection of said alternatives.

A teacher, in administering student discipline, must recognize that s/he has a responsibility to be at all times fair and consistent in its application.

B. **FAC Involvement in Building Discipline**: Problems relating to student discipline and suspension procedures

as determined by the school faculty or by the administration shall be considered by the Advisory Committee for the purpose of submitting a recommendation to the principal. Each building, utilizing the resources of the Advisory Committee, will establish a procedure for informing the students, parents, and teachers of the disciplinary policies of the building.

C. **Physical or Verbal Assault on Teacher:** Any case of assault upon a teacher related to or occurring while they are fulfilling their teaching or related responsibilities shall be promptly reported to the Board or its designated representatives. The Board or its representatives will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault. Also, the Board will render all reasonable assistance to the teacher in connection with the handling of the assault by law enforcement authorities.

   In the case of a physical attack or verbal threat made by a student against a teacher arising out of the performance of the teacher's professional responsibilities, the student may be immediately removed from the teacher's classroom and/or caseload.

   Threat Assessment: The District should immediately conduct a threat assessment review of the student's threat to the teacher. The teacher should be given the opportunity to be interviewed and have input on their threat assessment. If the threat assessment recommendation from the outcome of the investigation is that the student should remain in the teacher's classroom or building, the District shall work with the teacher and Association to develop a safety, intervention or restorative plan for the teacher. This plan shall include detailed procedures for ensuring the teacher's safety and for enforcement of the parameters of the plan. The plan may need to be periodically reviewed and may be adjusted at the request of the teacher. Should the student have an IEP, the District will immediately convene the IEP team.

D. **Legal Support**: If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense provided the teacher's action was not contrary to the written policies and rules and regulations of the Board.

E. **Leave Time Exemption**: Necessary time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher provided the teacher's action was not contrary to the written policies and rules and regulations of the Board.

F. **Property Reimbursement**: The Board will reimburse a teacher for any loss, damage, or destruction of clothing or personal property of the teacher while fulfilling professional duties and assignments, which exceed ten dollars ($10.00), providing reasonable care has been taken by the teacher. In the implementation of this section, the Board may require a teacher to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired, and other pertinent information regarding the loss.

   Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the teacher requesting reimbursement under this section.

H. **No Corporal Punishment**: Corporal punishment of students is prohibited as per Michigan Public Act 521 of 1988. A statement, including the text of the Act, shall be publicized to all teachers no later than the first week of each school year with direct attention called to said statement by the administration.

I. **Student Files**: A student's files (main office and counselors') shall be made available to teachers for professional purposes.

J. **Applicable Board Policy & Guidelines**: Employees working under the collective bargaining agreement are protected under the same rules and parameters as set forth in Board of Education policy and Administrative Guidelines on harassment, bullying and safety.

ARTICLE XIII - SEVERANCE PAY, RETIREMENT ACCOUNT & ADDITIONAL COMPENSATION

A. Retirement 403b/457 Accounts

The district shall make available to all eligible employees a list of approved vendors offering 403(b) and 457 plans. All instructions to apply, including data regarding vendor fees, shall be available through the Human Resources Department website.

B. Service Credit Remuneration

a. Each teacher upon completion of his/her fifteenth (15) year of service to the BPS district, and upon resignation for the purpose of retirement, or resignation due to illness or death shall receive payment of four hundred dollars ($400) for each year's service to the district.

b. Beginning with the 2010-11 school year, upon completion of the fifteenth year of service and beginning with the sixteenth year, in lieu of payment of the $400, the teacher shall receive a 403(b) or 457 contribution of four hundred dollars ($400) for each year's service to the district unless the teacher requests that the payment be made into a 457 account which case that request shall be granted. In the event of death, the full-service credit remuneration will be contributed to a 403(b) or 457 account of the named beneficiary of the teacher unless the beneficiary requests that the payment be made into a 457 account in which case that request shall be granted..

c. For example, a teacher who has taught 30 years in Birmingham Public Schools and retired at the end of the 2018-19 school year, would receive $12,000 ($400 x 30) in severance pay. If elected by the teacher, $3200 would have been distributed via the program starring with the 2010-11 school year, and the remaining $8,800 will be paid upon retirement. Likewise, a teacher who is hired in 2018-19 and retires with 30 years of service to BPS will receive $12,000. In this case, $6000 will have been distributed through a district approved vendor beginning with the teacher's sixteenth year of service, if elected. And, an additional $6000 will be paid upon retirement.

d. Upon notification of eligibility from the Human Resources department, teachers who elect to participate in the program shall first establish a 403(b)/457 account with one of the district-approved providers unless the teacher requests that the payment be made into a 457 account that they employee must establish. In such a case that request shall be granted. Next, the teacher shall complete the *Board Paid Teacher (BEA) 403(b)/457 Form* and return to Human Resources by August 1st of the year they become eligible. When both conditions have been met, BPS will begin contributions to their 403(b)/457 account via a third-party administrator. Contributions shall begin on the first pay of the upcoming contract year, divided into equal installments, and paid throughout the contract year. Payment contributions in subsequent years shall continue unless the employee terminates the benefit.

e. The failure to submit the necessary paperwork by the required due date shall result in the forfeiture of the contribution for that school year and the reporting of compensation to ORS. However, the eligible employee can notify HR in subsequent years if they wish to participate in the program.

f. Those employees who elect not to receive the contribution starting after 15 years of service will still receive the full benefit upon retirement from BPS. The teacher can notify HR in subsequent years to elect to participate in the program. Contributions may be made only into 403(b)/457 programs approved by the district. All necessary paperwork and a list of eligible programs are available through the Human Resources department.

g. The 403(b)/457 shall be owned by the teacher and shall conform to all statutory and other requirements. The $400 shall be reported to ORS as compensation paid to the teacher.

h. Voluntary, unpaid leave of absence for one or more school years will not count as credit toward the years of service credit. However, such leave will sustain the teacher's eligibility toward qualification. Retirement shall be defined as the initiation of retirement payments from the Michigan Public School Employees' Retirement System (ORS).

i. Upon retirement from Birmingham Public Schools, Human Resources will review the official employment records and determine if a teacher is eligible for the service credit remuneration. The Human Resources department will determine the amount of service credit remuneration and inform the applicant.

C. Early Retirement Notification:

1. Each eligible teacher shall also receive an additional two thousand dollars ($2,000) if they submit a letter of resignation for the purpose of retirement by March 15th for an end of second semester or summer retirement date. Teachers who retire prior to the end of the school year must notify the District of their intent at least one hundred twenty (120) calendar days prior to the effective date of his/her retirement to be eligible for the $2000.

2. If a member submits an irrevocable retirement notification to the district, the member will be removed from fulfilling the annual requirements of evaluation process after the date of submission of such notification. This does not preclude the administration from observing the classroom and reconvening the evaluation process if deemed necessary.

D. Pay for Unused Sick Leave Days

Each teacher with a minimum of five (5) years' service in the district and a minimum of thirty (30) accumulated sick leave days who retires under the Michigan Public School Employees Retirement System, or in the case of death while currently employed by the district, shall receive payment of forty dollars ($40) for each accumulated day up to a maximum of two hundred fifteen (215) days.

ARTICLE XIV - JOINT STUDIES COMMITTEES

A. Joint studies committees may be established composed of representatives selected by the Board and teachers selected by the Association.

C. The purpose of such committees shall be to investigate areas and topics related to the improvement of education in Birmingham and to make recommendations that shall be considered by the Board in making its policy decisions in such matters.

D. The Board shall provide reasonable and necessary clerical assistance for such committees.

E. DISTRICT WIDE COMMITTEES

1. Shall be composed of a majority of teacher members. The teachers who are responsible for the curricular area being studied shall select the delegates to such committees. The Association will encourage teacher attendance at committee meetings.
2. The parties agree to the concept of teacher involvement in curriculum development, including the development of new courses. To this end, a minimum of one hundred (100) days will be set aside for released time for teachers serving on curriculum committees and/or committees established to develop new programs. Committees interested in utilizing such days shall apply for their use, subject to the approval of the appropriate administrator.

F. **PROFESSIONAL LEARNING AND CALENDAR COMMITTEE**

1. The parties agree to the establishment of a joint study committee on Professional Development. Each party will appoint members to the committee. The Committee shall include an equal number of teachers and administrators.
2. The charge of the Committee is to recommend a professional learning and development calendar and appropriate professional learning and development opportunities to address new and continuing education programs and the District Strategic Plan.
3. The calendar will be prepared by a committee.
4. Prior to the start of each school year, the District shall issue its Professional Learning and Development Calendar for that year.
5. In selecting professional learning and development opportunities, the Committee shall survey the teaching staff on the opportunities provided each year and consider those results in determining future

opportunities.

6. In scheduling professional learning and development opportunities, the Committee shall comply with the provisions of this Master Agreement

G. INTERVIEW SELECTION COMMITTEES

1. When the committee is to consider issues that involve more than one building or are district or department wide in their scope or concern the hiring of administrative personnel (including building principals), the BEA; through its President or his/her designee; shall have sole discretion in selecting teachers to serve on the committee.

2. When the committee is to address issues that are applicable only to a single building the building principal or other appropriate administrative personnel shall have the right to select teachers to serve on the committee.

G. FACULTY ADVISORY COMMITTEE (FAC)

1. The Board and Association agree to the establishment of an Advisory Committee at each school or district department. The Committee will consist of the principal or department administrator who may request the presence of one (1) other administrator, and a minimum of six (6) faculty representatives who are elected by the BEA faculty.

2. The Advisory Committee will meet once each month, with necessary additional meetings being held at the request of either the principal or the faculty representatives.

3. The Advisory Committee members will exchange and review proposals and make recommendations on school or department matters of mutual concern. Such matters may include:

   a. Assist in the formulation of the agenda of a school's or department's general faculty meetings and in the evaluation of such meetings.

   b. Review, advise, and make recommendations to the principal or department administrator on building or district department policy, procedures, programs, schedules, and staffing. This includes conducting surveys and evaluation of all of the above.

   c. Use of meetings for the purposes of establishing professional development opportunities for the building or department staff.

   d. Develop a building or department professional development calendar coordinated with the district wide professional development calendar.

   e. Assist in planning procedures for professional learning committee or team meetings.

4. A maximum of ten (10) days per school year of released time may be provided to assist the committee to accomplish this work.

H. Board Dialogue and Labor Management Council

1. The parties agree to the establishment of a Labor Management Council ("LMC"). The Council shall operate under the following terms and conditions:

   a. The purpose of the LMC is to improve labor-management relations and to address issues or disputes between the parties that adversely impact on the parties' efforts to maintain a collaborative relationship and culture.

   b. The LMC would not have jurisdiction to resolve grievances or as a forum for bargaining

2. The Superintendent and/or his/her designee and other Board representatives shall periodically meet with the Association's Executive Committee, by mutual consent. The purpose of such meetings will be to discuss and review problems or concerns as they relate to the operation of the School District and improve

the party's relationships. Five (5) school days prior to such meetings, the parties shall exchange in writing the topics they desire to be covered.

3. The LMC is not designed or intended to replace Board dialogue established by Article XIV(H)(2)of the Collective Bargaining Agreement.

ARTICLE XV - SICK LEAVE DAYS, PERSONAL BUSINESS DAYS, RELIGIOUS OBSERVANCES, BEREAVEMENT DAYS AND DBAs

A. The following described compensated days are provided for eligible teachers to protect them from loss of income when unable to be present at work due to the conditions or reasons described herein.

B. Paid leave time must be used in whole or half day increments.

C. Each full-time teacher will be provided the following days (less than full-time employees will be pro-rated); 9-Sick Days, 3-Personal Business Days, 2-Days by Arrangement (DBA) and 2 Religious Observance Days (if Religious Observance Days are un-used, they do not roll over)

D. Less than full time employees, and members hired after the start of the school year will be pro-rated to reflect date of hire and FTE status.

E. Sick Leave Days

1. Each teacher shall be allowed nine (9) sick leave days for each school year without loss of pay.

2. All sick leave days accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by the teacher. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year.

3. Sick leave days may be accumulated to a total of two hundred fifteen (215) days.

4. Sick leave days shall be granted for the following reasons:

   a. Personal illness or injury which causes a teacher to be unable to perform his/her duties.

   b. Hospital confinement due to childbirth or complication due to pregnancy. Also, for a teacher's period of temporary and total physical disability directly related to the teacher's pregnancy or childbirth.

   c. Serious illness in the immediate family when his/her presence is required to provide care for the family member which cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, parent, or other qualified adult.

   d. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for:

      - Any administratively directed or suggested initial participation in the Employee Assistance program.

      - Any administratively required medical evaluation.

5. Teachers using sick days or donated days shall continue to be provided all District paid insurances.

F. <u>Extended Leaves for Illness</u>

1. Teachers who may be absent for an extended period (five (5) days or more) as a result of personal illness or injury shall notify the Office of Human Resources as soon as practicable of the illness.
   a. Teachers may use their available sick leave days during the term of their illness.

Teachers using their accumulated days shall be provided all district paid insurances. After their sick leave days are expended or the teacher anticipates he/she will expend their days available to him/her, teachers may apply for any available donated days, pursuant to the procedures in (B). Insurances will be continued while a teacher is using donated days.

b. Teachers who have applied for the optional short-term disability program available through Article XVII(D) may apply for those benefits as permitted by the policy. Teachers receiving short term disability benefits shall receive district paid health insurance, vision, and dental insurance, for a period of six (6) months from the date of eligibility for short term disability (equal to the 180-day qualifying period for long term disability).

c. The district shall provide MESSA long term disability benefits as provided for in Article XVII(E).

d. If requested, a teacher on an extended leave for illness shall be granted a leave of absence for up to one (1) year. If the teacher is unable to return to employment after one year, the teacher shall be granted an additional one-year leave of absence. Further extensions must be approved by the Board. The District may request medical verification of the need for the leave.

e. An employee returning from a sick leave of absence shall be able to exercise the right to return provided consistent with Board policy.

f. Members who do not notify the BOE of their intent to return from leave or to request and extension of leave after one (1) school year shall be considered voluntarily resigned and are not subject to right of return. All members must notify the Human Resources Department by April 30 of the preceding school year of their intent to return from un-paid leave.

G. Donation of Days Program

1. An employee may voluntarily donate more than one sick leave day each school year to a donation days bank, which shall be maintained by the Association, for use by members who have expended their accumulated days. These days may be used to assist employees who have expended their days or anticipates he/she will expend their days and are unable to work as a result of personal injury, illness or family illness. The employee requesting days must supply a doctor's verification of the injury or illness to the office of Human Resources. The District may require the teacher undergo an appropriate evaluation by a physician selected and paid for by the District.

2. The application for use of donated days, the doctor verification form and the donation form are available through the Human Resources Department or the BEA. The application and doctor verification form shall be submitted to the Office of Human Resources. For applications submitted after the employee's eligibility has begun, on the receipt of donated days, payment will be made retroactively to the start of the employee's eligibility.

3. Qualifications Limits
    a. Teachers will not qualify for days for elective surgeries.
    b. The maximum number of days that may be donated is limited to the number of days needed by the teacher to complete the eligibility period for Long Term Disability benefits.

4. The Association shall collect the days contributed and shall provide the donation forms to the office of Human Resources on an ongoing basis.

5. The parties shall issue a joint letter provided to new employees and contained in the open enrollment packet on the procedures to be followed regarding personal sick days, donated days, and the availability of short and long-term disability income protection.

6. Should the Association collect days in excess of days used by members of the bargaining unit in a given

school year, the Association shall have use of up to 40 days donated by members of the bargaining unit in previous years for use of members in subsequent years for the purposes set forth above. No restrictions shall be placed on days donated in previous years regardless of the status of the donating members at the time of their use other than the 40 days expressed earlier in this clause.

7. Should members of the bargaining unit leave the district voluntarily in the midst of a school year, they may donate days to any member currently in need of donated days, and may donate up to 25 days, which shall be held in the donation of days bank for future use.

8. Should a member be terminated, they are not eligible to donate days.

H. Bereavement

1. Such time as is necessary up to fifteen (15) days for a death in the immediate family and/or member of the teacher's household. Immediate family shall consist of spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner, stepfamily members and members of the household. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any bereavement time used beyond the first five (5) days comes from sick, personal or DBA days.

2. Such time as is necessary up to three (3) days for a death of a friend or relative not defined as immediate family member. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any days used for this purpose will come from sick, personal or DBA.

3. To use bereavement days, a teacher should notify Human Resources or building secretary of the number of days to be used, and those days will be entered into the system. If a teacher is unable to notify human resource in time, then the teacher should enter in illness days in the absence reporting system and then they will later be converted to bereavement days as per allotment in this agreement

I. Personal Business Days

1. Three (3) leave days a year may be used for personal business. Additional personal business days may be granted by the Superintendent. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control. Unused Personal Business Leave days carry over to the accumulated sick bank.

2. Personal business day absences shall mean an event or condition that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, to attend the funeral of a close friend, inclement weather conditions prevailing at the residence area of the teacher, and emergencies are considered to be justification for the utilization of the personal business leave. Hunting, house-cleaning, honeymooning, house- hunting, social functions, and interviews for new employment are some examples of the types of activities for which the personal business day absence shall not be applied for or granted.

3. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or recesses and the first and last days of the school term.

4. Submission of personal business leave shall be made on the district's absence reporting site at least twenty-four (24) hours before taking such leave (except in the case of emergency). The Board may require justification of the need for the personal business leave prior to the anticipated absence, provided the Board has reason to anticipate misapplication and/or misinterpretation of the Article.

J. Required Religious Observance

1. Upon application, a teacher will be granted up to two (2) days per school year for required religious observance which cannot be met at a time other than during the school day. An employee who requests such time will identify the holiday(s) and provide the Human Resources office with the dates to be taken

sufficiently in advance of the holiday to allow the district to make any arrangements it deems necessary to cover the teacher's responsibilities. If an employee does not use days for religious observances, the two days do not carry over.

2. The two (2) days, if taken shall not be charged against the teacher's personal sick leave accumulation. If an employee requires more than the two days allotted, those days must come from Personal Days or DBA.

K. Days by Arrangement

1. Teachers will be provided with two "days-by-arrangement". These days-by-arrangement will be provided as follows:

2. Each teacher will have two "days-by-arrangement" that s/he may take during the school year on a "first come first serve basis."

3. Use of these days must be arranged by completing the Days By Arrangement Request Form at least 14 calendar days in advance with the building principal or supervisor. Because of the need to ensure continuity in the school year and to meet any need for substitute service, once 10% of the teaching staff has requested the same day, the building principal or supervisor may deny the request for the usage of a day by arrangement The days and times set aside for staff development/in-service, parent teacher conference days and the first week of school year shall be excluded from use as "days-by-arrangement."

4. These "days-by-arrangement" must be used during the then current school year and may not be carried forward into any succeeding school year.

5. "Days-by-arrangement" will be charged in full day increments.

6. If a teacher chooses not to take one or both of the "days-by-arrangement", he/she shall be paid commensurate with the base substitute pay rate in lieu of taking the "days-by-arrangement". Payment shall be made at the end of the school year.

7. A teacher seeking to schedule a Day by Arrangement during the month of June shall provide notice to the Office of Human Resources by June 1.

L. **Worker Related Injury Absences**

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act (Workers' Compensation) shall receive, if the employee elects, from the Board the difference between the Workers' Disability payment prescribed by law and his/her regular bi-weekly gross earnings, to the extent and until such time as such teacher shall have used up any sick pay provided herein. The parties acknowledge that both short term and long-term disability benefits are offset by workers compensation benefits. Any employee who remains on workers' compensation leave for eight or more calendar days, shall be given the option to use a proration leave time to make up the difference in workers' disability payment and their regular daily earnings for each day after the seventh day that they remain on workers' compensation leave. The District and employee shall discuss and determine preference before the eighth calendar day. For an employee who remains on workers' compensation leave for fifteen or more calendar days, any leave time or days used during the initial seven calendar days shall be returned to the employee.

M. **Fitness for Duty**

The parties agree the Board of Education has the right to require an evaluation by a physician selected and paid for by the District. A teacher who has been absent due to illness or injury may be requested to provide medical documentation that his/her return to work is sanctioned and will not be injurious to his/her health or well-being or that of his/her students.

N. Superintendent Approved Discretionary Absences

Personal excused absences, without payroll or sick leave days deductions, may be authorized by the Superintendent.

O. Proof of Absence

The Board and Association agrees that the reasons set forth in this Article relating to the appropriate reasons for use of sick leave, personal business and religious observance days are the only appropriate reasons for use of such days. A teacher who utilizes these leave days may be required to submit proof of his/her illness or injury, quarantine, family illness, death of a near relative, or business exigency.

ARTICLE XVI - COMPENSATION PROGRAMS

A. Annual Compensation

The parties agree to immediately enter into negotiations over a letter of agreement for shared services.

1. **Compensation for the 2025-26 school year will be determined as follows**:

a. Each bargaining unit member on steps 1 through 12 and employed during the 2024-2025 school year will advance one step on the salary schedule.

b. Those bargaining unit members on Step 12 who will be moving to Step 13 shall receive an off schedule retention bonus payment in the amount of $700 to be added to their current lane advancement amount. For example, an employee on Step 12 BA+15 would receive the $1700 step advancement amount and an additional $700 retention bonus.

c. Those bargaining unit members on Step 13 prior to the 2025-2026 school year shall each receive a $2400 off schedule retention bonus. This off schedule $2400 retention bonus payment shall be applied on schedule to Step 13 across all lanes in the 2026-2027 school year.

d. All step advancements and retention bonus payments in the 2025-26 school year will be applied retroactively.

e. Retroactive payments shall be made in a lump sum amount no later than the first pay period in December.

2. **2026-27 & 2027-28 Wage Reopener**

a. Both parties agree to a wage reopener provision regarding additional compensation for the 2026-2027 and 2027-2028 school years that goes beyond the minimum of the step advancement and $2400 added to Step 13 in each lane as outlined above.

b. All other terms and conditions of the collective bargaining agreement shall remain in full force and effect unless modified by mutual agreement.

c. At a minimum, compensation for the 2026-27 school year will be determined as follows:

- Each bargaining unit member will advance a step on the salary schedule.

3. **2027-28 Compensation:**

At a minimum, compensation for the 2027-28 school year will be determined as follows:

A. Each bargaining unit member will advance a step on the salary schedule.

B. Pay Periods

1. For the duration of this agreement, twenty-six (26) bi-weekly pay periods will be the default. Teachers may elect to be paid over twenty-two (22) pay periods. A teacher wishing to elect twenty-two pay periods must alert the Department of Human Resources by August 15 prior to the start of the current school year.

   In years where there are more than two weeks between the last pay of a school year and the first pay of the subsequent school year the district will default to twenty-seven (27) bi-weekly pay periods.

2. Direct Deposit

Salary and other pay for teachers will be paid and posted by direct deposit, with all payment vouchers provided online rather than through printed copy.

C. **Resignation Overpayment**

If an employee resigns in August or September after the first salary payment of the new school year and they have received compensation for more time than they worked in that contract year, the employee will be required to repay the district the difference between compensation paid and actual compensation earned. Any compensation overage received by the employee will be repaid to the district within 30 calendar days.

D. Longevity Scale

Each teacher upon the completion of 15th, 20th, and 25th years of service with receive an additional service credit allowance as listed below in accordance with normal payroll procedures. Upon completion of:

- 15th year – an additional $750 starting with the 16th year of service
- 20th year – an additional $1,750 starting with the 21st year of service
- 25th year – an additional $2,250 starting with the 26th year of service

E.Salary Lane Changes

The Birmingham School District and Birmingham Education Association are devoted to the professional growth of all professional employees and will encourage same whenever possible, but the Board will not assume any financial responsibility except as set forth in this Agreement.

1. Salary Schedule Change of Status Effective Dates

a. The effective date of advancement to a higher level on the salary schedule will correspond to the first, sixth, eleventh, and sixteenth pay-dates of the school year.

b. In order to qualify for a higher level on the salary schedule, a teacher must present official documentation verifying completion of the appropriate number of credit hours (as defined in Article XVI, and Appendix A) to the Human Resources Department.

c. Application must be made at least two (2) weeks prior to the effective date.

d. A teacher who applies for advancement for a higher level on the salary schedule shall provide a transcript or an advanced degree from an accredited college or university or other appropriate documentation in order to qualify for such advancement.

2. Use of Graduate Hours and Professional Development for Lane Changes

1. The college credit or Professional Development credit earned must be:
    i. From an accredited college or university
    ii. Earned following the attainment of the Bachelor/Master's Degree

2. Except for the circumstance set forth above, the college or Professional Development courses must be at the graduate level.

3. The college or Professional Development credit earned must be related to at least one of the following:
    i. Professional Development
    ii. The education profession
    iii. The District's strategic plan
    iv. The subject area or grade level being taught
    v. To permit the teacher to expand the areas s/he may teach;
    vi. The understanding of students or the learning process
    vii. The expanding of a teacher's skill
    viii. To obtain a special endorsement
    ix. Recognized and accepted by the Michigan Department of Education as credit towards the renewal of the Teacher's teaching certification.

4. Meeting any of these criteria will permit the college or Professional Development credit submitted by the teacher to be used in applying for a Lane Change.

5. A teacher requesting the use of an undergraduate or Professional Development course shall obtain prior written approval from the Deputy Superintendent. The Deputy Superintendent shall respond within ten (10) school days of the date of the request. If not responded to within ten (10) days, the request shall be considered granted.

Special Compensation Provisions

1. Additional Assignment Pay

A secondary teacher will be compensated at twenty percent (20%) of their current step and lane placement per period for each full class assignment s/he is given (regularly or permanently) in excess of five (5) class periods and/or five (5) class assignments. The additional pay will be prorated based on the number of days per semester that the additional class is taught divided by the number of total teacher workdays. Ex. A teacher agrees to teach a 6th class two weeks into the first semester, which leaves 80 days of teaching the additional class. If the teacher's salary is $60,000, they will be compensated as follows: $60,000 x 0.20 = $12,000. 80 days/184 total teacher workdays = 43.4% x $12,000 = $5,208.00 owed to the teacher.

2. **Elementary Unified Arts (UA) Teacher Additional Pay**

An elementary UA teacher will be compensated at twenty-five percent (25%) of their current step and lane placement per period for each full class assignment s/he is given (regularly or permanently) in excess of twenty-four (24) class periods and/or twenty-four (24) class assignments. The compensation will further be calculated by the number of days per week the UA teacher teaches the additional period or class. *For example, a teacher who teaches a twenty-fifth (25th) UA assignment period will multiply their current step and lane placement salary level by 25% and then further multiply by 25% to calculate the final compensation.*

3. Duty Free Lunch

All elementary, middle, and high school teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes. A teacher who is required to forego a duty-free lunch period as a result of a meeting, required student responsibilities, or other obligation scheduled by the administration shall receive compensation of $28 per missed lunch period. Teachers may leave the school building during their lunch period.

4. Pay for Substituting During Prep Hour

a. An elementary or middle school teacher will be compensated at $40 per period and a high school teacher at $40 per period if they are required to substitute for a teacher during their conference or planning period, or if they are assigned an additional class for the day. An assignment during the planning period should be voluntary except when no other teacher is available, and in such case it can be assigned.
b. For purposes of this section a full class assignment shall be defined as at least half the period at all levels.
c. This language applies when teachers are asked to substitute teach for a class during their preparation period or assigned an extra class/duty for the day. They would be paid $28 or $40. These are examples where a General Education teacher missed their prep.
    - Teacher misses their prep covering for an administrator, para or noon aide that is out of the building (or there is a shortage in the building, such as a noon aide shortage)
    - A teacher misses their prep covering for a vacancy because there was no assigned substitute, or an assigned sub was moved to another location within the building.
d. Every effort will be made to secure a substitute or coverage from all available employees if a teacher is out. If neither are available, and a teacher is assigned additional students to their class, the teacher will be paid $30/hour, $70 for a half day or $140 for an entire day.
e. When a teacher must miss advisor/advisee period, a counselor, administrator or BEA support staff in that building may be assigned to provide coverage. In the event none of these staff are

available to cover, and a classroom teacher is asked to substitute or take additional students, they shall be paid $20 per occurrence.

5. **Missed Prep Pay for Required Meetings**

Both the Board and the Association recognize the value of teacher attendance at and student related, curriculum, and/or committee meetings. However, such meetings that occur during the school day should not have an excessive impact on teacher planning time. If a teacher loses more than four (4) planning periods during the school year approve to attend approved or required building, grade level, department and/or district student related, curriculum and/or committee meetings, the teacher shall be compensated at $35/hour.

This compensation applies for "required or approved" meetings such as: "student related meetings district department, building or grade level committee meetings, which might include student study teams and M.T.S.S. meetings. Teachers would not be paid for the first four meetings but would be paid for their fifth and any subsequent missed preparation periods.

The following types of meetings are not paid for missed prep: planned Planned Learning Community (PLCs), individual student or parent meetings, individual teacher meetings with a principal or supervisor, professional development/learning workshops or training.

6. Evening Events

The Board and the Association agree that there will be a mutual effort to assure that teachers will participate in evening activities which are sponsored by the school, parent, or student groups. To that end, teachers may be required to attend two (2) evening events per year (curriculum night(s)). If teachers are requested to attend any additional evening events for the primary purpose of performing professional duties, and agree to do so, they will receive compensation for two-hours at the curriculum rate.

7. **Early Exam Pay**

High school teachers will be compensated at $30 for each early final exam he/she is required to administer during the time he/she is normally required to be in attendance and at $60 per exam for each exam he/she is requested to and agrees to administer outside of regular hours.

8. Calculating Per Diem Pay

The daily per diem salary of a teacher shall be calculated by dividing the gross salary amount applicable to that teacher for a given school year by the number of contracted workdays from the first teacher day to the last teacher day of the school year. This amount shall be used for all per diem salary purposes except when calculating the adjusted gross salary of a teacher for less than a full school year wherein the gross salary amount applicable to that teacher for a given school year will be divided by the total number of scheduled workdays for that year to determine the amount of remuneration. Summer per diem shall be based upon the per diem salary of the preceding school year. Hourly Pay is calculated by dividing the daily per diem by 7½ hours per day at all levels though teachers may report for longer or fewer hours as bargained or assigned.

9. Counselor Per Diem Pay

Each counselor shall receive additional remuneration based upon his/her per diem rate of pay computed on the previous school year's salary for all days worked between the last teacher day of each school year and the first day of the successive school year.

10. Professional Development Pay

a. Each school year, the district shall publish offerings of at least thirty (30) hours of required district provided professional development (DPPD) which shall be offered during the regularly scheduled workday and may be used by teachers in the renewal of his/her teaching certificate. The district will maintain a list of such offerings and identify the Michigan Department of Education ("MDE") category for each professional development session offered by the district.

b. Offerings for professional learning activities occurring outside the regularly scheduled workday shall be designated as approved or optional. When designated as approved by a member of the Central Leadership Team, teachers shall be compensated. When designated as optional, or when professional learning activities are proposed by building principal, immediate supervisor or self-

selected by a teacher, teachers shall be compensated only with prior approval by a Central Leadership Team member. Compensation shall be at the regular teacher rate of $35/hour.

11. AP Tutorials

a. The Board shall provide $4,000 to pay each school year for AP prep tutorials

b. Prep tutorials are defined as a continuous 60-minute period of direct instruction for AP testing; 30-minute prep periods, or other variances can be arranged at the time the tutorial schedule is submitted. Teachers will submit a copy of tutorial schedules to the principals prior to the first scheduled tutorial; the principals will direct any requests for variance to the Deputy Superintendent for approval.

c. Pay for a 60-minute tutorial is $35.

d. Teachers may schedule up to fifteen 60-minute tutorials before/after the school day; teachers will submit a copy of tutorial schedules to the principals prior to the first scheduled tutorial.

e. Prep tutorial schedules for both high schools will be shared (through like-AP teachers) so that students can attend tutorials at both schools.

f. Teachers will submit the Request for Payment form to the principal at the conclusion of the final scheduled tutorial.

12. Mileage Reimbursement

The Board shall reimburse those teachers who are required to drive their personal cars in the course of their work at the rate per mile consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.

13. Pay for Packing and/or Moving Classrooms

Teacher *required* to vacate an educational space or office shall be given four (4) hours at the end of the school year and four (4) hours at the beginning of the school year at the curriculum rate With administrator approval, teachers responsible for more than one educational space and/or office may submit an additional moving payment form for (4) hours at the end of the school year and four (4) hours at the beginning of the school year at the curriculum rate for each educational space or office beyond the first they are required to vacate for any reason. Utilizing a site map, each eligible space qualifying for payment shall be predetermined prior to the start of the packing/moving process. This payment does not apply to the end of the year packing requirements for purposes of summer cleaning.

14. Pay for Work Beyond Regular School Year

Teachers required to report to their regular work assignment prior to the start of the regular teacher work year or are required to work after the end of the regular school year shall be paid per diem salary excluding work covered by Schedule B.

15. Department Head

In high school departments where there is no department head, a teacher in that department will be provided released and/or paid time to attend to departmental duties. Such time will be provided as needed and as approved by the principal. In the event that scheduling does not permit released time, payment will be made to the teacher in accordance with Article XVI, Special Compensation Provisions (J)(2).

16. Mentor Compensation

Mentors shall receive a stipend for their work with a new teacher in the Birmingham Public School district. Mentors shall receive a tiered stipend depending on the year/experience of the new hire/teacher.

Year 1: New Hire Mentor would receive $300
Year 2: New Hire Mentor would receive $250
Year 3: New Hire Mentor would receive $200

Mentors of first year BPS teachers would be required to attend 2 after-school sessions with their mentee

during the Year 1. Year 1 New Hire Mentor would receive $28.00 per hour when attending 2 after school sessions with their mentee.

17. Extended School Year Pay
An Extended School Year teacher's rate of pay will be based on a 7.5 hour daily per diem calculation except for those employees working in the program prior to the 2021-22 school year where a 7 hour per diem rate will be used.

18.Pay for Homebound Services
A homebound teacher's rate of pay will be based on a 7.5 hour daily per diem calculation.

Article XVII – INSURANCE PROGRAMS

The Board will provide each eligible teacher who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible dependents (inclusive of other qualified adults as defined in Appendix G) pursuant to the following provisions.

A. Insurance Program Provisions

1. Pursuant to the Publicly Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer each October 1 for the following plan year. Teachers shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any, by pre-tax payroll deduction. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to the teacher's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, teachers may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the FSA or HSA shall be made in the first pay period following January 1 each school year.

2. The health benefit option shall be MESSA Choices or the MESSA ABC 2 Plan The ABC 2 plan is a federally recognized high deductible plan and provides for the establishment of a H.S.A.. Teachers selecting the Choices program may participate in a Flexible Spending Account plan. Teachers selecting the ABC 2 Plan may participate in a Health Savings Account.

   The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 2, the deductible will automatically adjust to meet the federal minimum requirement.

3. **Health Committee:** If either the District or the Association makes a request, then the parties shall form and participate in an insurance committee to review health and other insurance issues at least two (2) months prior to Open Enrollment for the next plan year. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, parties will initiate bargaining within 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract, or other matters relating to insurance.

4. The District shall hold is regularly scheduled Open Enrollment period on insurances available to employees in the fall of each year.

5. The District shall provide each eligible employee with a copy of the District's summary of plan descriptions which gives details of the benefits available under each plan.

6. **Cash in Lieu**: Full-time teachers electing to forgo health benefits from the District will receive $2,400 cash in lieu of the health benefit. Cash in lieu benefits for part-time teachers will be prorated based on their FTE for each school year. For example, a 0.75 FTE teacher will receive 75% of $2,400 (or $1,800). The

parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District.

7. A teacher selecting vision and/or dental coverage will pay 10% of the premium. All teachers shall pay 10% of the premium for Long Term Disability Coverage.

8. The parties acknowledge that each teacher has a responsibility to notify the district when any person covered on his or her health plan is no longer his or her legal dependent and is no longer eligible for coverage under the plan. The teacher must notify the employee benefits office in writing within thirty (30) calendar days of the covered persons ineligibility and must request the person's immediate removal from coverage. Failure to do so will cause the teacher to reimburse the district for any premium over payments that are made due to the teacher's failure to give the board timely notice of the person who is no longer eligible. This provision will be effective only in school years that written notification of the existence of this provision is provided to all teachers during October open enrollment period.

The following will apply:

B. Hospital-Surgical-Medical Benefits

1. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the Board. For the duration of this agreement, a teacher may choose health benefits from the following:

   a. MESSA Choices
   b. MESSA ABC Plan 1

2. The Board will provide each eligible teacher with a copy of the Board's summary of plan descriptions which gives details of the benefits available under each plan.

3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse or dependents of a teacher who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere, for example, by virtue of the employment of the spouse.

4. This coverage shall remain in effect during the duration of this Agreement.

C. Life Insurance

A full-time teacher under contract shall be provided $45,000, $5000 of which shall be through MESSA, group term life insurance coverage, including accidental death and dismemberment. This group term life insurance coverage will remain in effect during the duration of this Agreement.

D. Short Term Disability

The Employer shall provide each teacher the option of purchasing, at his/her own expense, short term disability insurance through MESSA. The premiums shall be paid with after tax dollars.

E. Long Term Disability

1. The Board shall provide, without cost to teachers, MESSA Long Term Disability insurance. Benefits shall begin 180 calendar days after the teacher becomes disabled. Benefits shall be paid at a rate of 66-2/3% of the teacher's annual salary with a maximum of $5,000 per month.

2. The Board agrees MESSA will remain the carrier for the term of this Agreement.

3. The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the Board, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's benefits, or other such pensions.

4. Any teacher who has resigned due to a disability, who has received benefits under this Article, who subsequently is no longer disabled, who is not eligible for normal retirement benefits, and who submits written application for reemployment will be governed by the following:

    a. A determination of the teacher's ability to fully perform teaching duties and responsibilities shall be determined by the Board after review of competent medical opinion secured through a Board appointed physician.
    b. If it is determined that the teacher is fully able to perform teaching responsibilities, and if a permanent vacancy is available in a position for which the teacher is certified and qualified as determined by the Board, the teacher will be offered reemployment.
    c. If the teacher is reemployed, his/her employment relationship with the Board will be the same as it would have been had the teacher been on a leave of absence during the period of the teacher's disability, except that no such teacher shall be eligible for a second payment under Article XIII of this Agreement.

F. Dental Insurance

1. The Board will provide dental insurance coverage to each full-time and eligible teacher as specified and limited according to the following description:

    a. Benefit Level: Class I 100% of customary and reasonable fees. Oral Exam, prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.

    b. Benefit Level: Class II 80% of customary and reasonable fees. Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, periodontics.

    c. Benefit Level: Class III 80% of customary and reasonable fees: Construction and Replacement of Dentures and Bridges: Gold: Inlay or onlay, gold fill, gold crowns.

    d. Benefit Level: Class IV 80% of customary and reasonable fees.

G. Orthodontics

1. $1,000 lifetime maximum per eligible dependent.

2. Other than for d., above, the maximum benefit per family member for the benefits described above shall be $1,000 per policy year.

3. Any differences or problem that may arise on the plan's benefits and/or coverage between a teacher and the carrier shall be exclusively resolved by them and Article V of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

4. The Board shall exclusively select the carrier. Said carrier shall provide to the district a list of dentists in the area whose fees are guaranteed not to exceed the provider's customary and reasonable fee schedule.

5. A teacher who applies for this coverage shall confirm, in writing, his/her own eligibility and his/her spouse's and/or dependents' eligibility according to the foregoing.

6. This plan also provides for internal and external coordination of benefits.

7. The Association also agrees a teacher's coverage will terminate at the end of the calendar month during which the teacher's resignation for reason of retirement, resignation or termination becomes effective. A teacher who is laid off at the end of the school year will retain coverage through August 31st.

8. A teacher who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

H. Vision Care Program

1. The Board shall provide each eligible teacher and dependents vision insurance which includes an annual eye exam and an annual replacement of eyeglasses/frames or contact lenses.

I. Option to Hospital-Surgical-Medical Insurance Benefit

1. For the duration of this agreement and as an option to the Health Benefits plan, specified in subsection 4 of Article XVII, Section (A), above, an otherwise eligible teacher, who is not covered by the application of subsection 1, shall be granted the option of receiving a yearly cash stipend in accordance with Section (G). 1 above. The teacher may elect to take this stipend in accordance with the Cafeteria Plan as established.

2. In the case of spouses, both employed as teachers in the district, one shall choose the health coverage necessary to cover his/her family as outlined in, (A) 4 above, the other shall choose this option.

3. This section shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XVI (A).

4. During the term of this Agreement, a teacher on an FMLA leave of absence due to an illness or injury may continue receiving the hospitalization and life insurance coverages set forth in Article XVI(A) and (B). If the employee remains on leave of after the completion of the FMLA period, he/she will be offered benefit continuation under COBRA until such time when they return to work.

5. However, a teacher who is on an approved leave of absence attributable to an occupational illness or injury, certified by the Board, shall be provided the hospitalization and life insurance coverages provided in Article XVII above, for the first twenty-four (24) months of such a leave. This provision is inoperative and does not apply to such a teacher who is eligible for disability retirement under the terms of the Michigan Public Schools' Employees Retirement Act.

6. During the term of this Agreement, a teacher on another type leave of absence (except for Sabbatical Leave) may continue benefits under COBRA.

7. During the term of this Agreement, a teacher laid off pursuant to Article VIII of this Agreement shall be entitled to the insurance coverages set forth in this Article XVI, (A, B), above, through the month of August of the year in which the layoff occurred.

8. The Hard Cap amount provided to part time teachers as defined in (A)(1) with 0.75 FTE or greater shall be paid for by the district. The Hard Cap amount provided for part-time teachers with less than 0.75 FTE shall be on a pro-rata basis from .75FTE or 75%. For example, a teacher in a part time assignment of 70% (0.7 FTE) shall receive 95% of the hard cap available and pay an additional 5% over the hard cap costs; a teacher in a part time assignment of 60% (0.6 FTE) shall receive 85% of the hard cap available and pay an additional 15% over the hard cap costs, etc..

J. Insurance Riders

1. The Association may add additional riders to the current MESSA health insurance program contained in collective bargaining agreement for the purposes of cost containment on behalf of its members.

2. The addition of these new riders shall not require review by or the approval of the Board of Education.

3. The request to add riders by the Association shall be submitted in sufficient time to be included in the open enrollment process upcoming school year.

ARTICLE XVIII - NEGOTIATIONS

A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the

other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. Negotiations between the parties for the purpose of entering into a successor agreement for the 2028-2029 school year shall commence at least sixty (60) days prior to the expiration date of this Agreement.

C. The parties agree that they may not execute a final Agreement between them without ratification by the Board and by the Association.

D. As an exception to the above, due to its content, it is contemplated that certain portions of Appendix C, Calendar, may need to be altered during the course of the school year. Thus, at the request of either party, Appendix C, Calendar, may be reopened for negotiations purposes and if an alteration does result said alteration would not be subject to the ratification procedures.

ARTICLE XIX – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided for in Article XVIII, Negotiations, Section A., the Board and the Association, for the life of this Agreement, agree that neither party shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XX - GENERAL PROVISIONS

A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees or the Board 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 may be renegotiated as provided for in Article XIX, Section A. All other provisions or applications shall continue in full force and effect.

B. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. All teacher contracts relative to assignments set forth in the Teachers' Supplemental Pay Schedules will be drawn in conformity with the terms and conditions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. The Board and the Association recognize their respective responsibilities to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. The Board will consider a specific plan of reasonable accommodation proposed by an effected employee and the Association. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner

consistent with the ADA and other similar federal and state legislation.

D. In accordance with Section 15 of the Public Employment Relations Act, MCL423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL141.1501 to 141.153.

E. This clause is included in this Agreement as required by State law. The Association has not agreed to it, nor acknowledged that it is binding on the parties. The Association reserves all rights to challenge its application and enforceability.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of November 25, 2025 and shall continue in full force and effect until 11:59 PM, June 30, 2028. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2028, give written notice of termination.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

Birmingham Education Association:

By_____
Amy Wagner
President

By_____
Scott Warrow
Executive Director

By_____
Eric Springer

By_____
Ed Caughell

By_____
Anne Wind

By_____
Dan Drapal

By_____
Heidi Smith

Birmingham Board of Education:

By _____
Jennifer Rass
President

By_____
Nicole Spencer
Vice President

By_____
Dr. Embekka Roberson
Superintendent

By _____
Dr. Susan Smith
Assistant Superintendent HR

By_____
Cory Heitsch

By_____
April Imperio

By_____
Seth Filthaut

APPENDIX A – SALARY SCHEDULES

2025-26 Salary Schedule

Step	BA	BA+15	MA	MA+15	MA+30, NBC, EdS	PhD
1	$ 48,700	$ 50,700	$ 54,700	$ 55,700	$ 56,700	$ 57,700
2	$ 51,200	$ 53,200	$ 58,100	$ 59,100	$ 60,100	$ 61,100
3	$ 53,700	$ 55,700	$ 61,500	$ 62,500	$ 63,500	$ 64,500
4	$ 56,200	$ 58,200	$ 64,900	$ 65,900	$ 66,900	$ 67,900
5	$ 58,700	$ 60,700	$ 68,300	$ 69,300	$ 70,300	$ 71,300
6	$ 61,200	$ 63,200	$ 71,700	$ 72,700	$ 73,700	$ 74,700
7	$ 63,700	$ 65,700	$ 75,100	$ 76,100	$ 77,100	$ 78,100
8	$ 66,200	$ 68,200	$ 78,500	$ 79,500	$ 80,500	$ 81,500
9	$ 70,900	$ 72,900	$ 83,900	$ 84,900	$ 85,900	$ 86,900
10	$ 75,600	$ 77,600	$ 89,300	$ 90,300	$ 91,300	$ 92,300
11	$ 80,300	$ 82,300	$ 94,700	$ 95,700	$ 96,700	$ 97,700
12	$ 85,000	$ 87,000	$ 100,100	$ 101,100	$102,100	$ 103,100
13	$ 86,700	$ 88,700	$ 102,100	$ 103,100	$104,100	$ 105,100

APPENDIX B - SUPPLEMENTAL PAY SCHEDULE

EXPERIENCE	STEP
0 Year	1
1 Year	2
2 Years	3
3 Years	4
4 Years	5
5 Years or More	6

Supplemental pay personnel will be placed on the appropriate experience step (as outlined above), according to their past experience in a sport or activity. All past experience in Birmingham will be counted, whether or not this experience has been interrupted. Experience in all related positions will be credited. For example, experience in any of the basketball programs will constitute basketball experience; sophomore class sponsor shall constitute experience for junior class sponsor, etc.

When a position becomes vacant, the vacancy posting will be shared internally with current staff before being posted externally. Should more than one person apply, interviews may be conducted.

All amounts expressed in this supplemental pay schedule are in dollars.

It is expressly understood that, as is the case with all district programs and is granted under the law, the Board holds the sole discretion in filling each of the positions listed below.

Salary Payment and Stipend Options

The Board will provide each supplemental salary employee two (2) options for the receipt of athletic, co-curricular, and supplemental salaries. Those options are:

a. Equal bi-weekly payments while activity/sport is being conducted. This option is only available for those who get a supplemental pay form in by designated deadline. This is the default option.

b. Lump sum at the conclusion of the activity.

The option to be elected will be so indicated on the supplemental contract and determined at the time the assignment is assumed.

Schedule B compensation forms should be submitted within 30 days of the completed work.

SUPPLEMENTAL PAY SCHEDULE

ATHLETICS

HIGH SCHOOL COACHES

I. A. High School Head Varsity Coaches

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**52% $5200**	**55% $5500**	**59% $5900**	**63% $6300**	**67% $6700**	**70% $7000**

Head Varsity Football
Head Varsity Male Basketball
Head Varsity Female Basketball
Head Varsity Male Swimming
Head Varsity Female Swimming
Head Varsity Female Volleyball
Head Varsity Male Volleyball
Head Varsity Wrestling

I. B. High School Head Varsity Coaches

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**39.5% $3950**	**41.5% $4150**	**44.5% $4450**	**47% $4700**	**49% $4900**	**52% $5200**

Head Varsity Female Softball
Head Varsity Female Gymnastics
Head Varsity Male Track
Head Varsity Female Track
Head Varsity Male Baseball
Head Varsity Ski (co-ed)
Head Varsity Male Cross County
Head Varsity Male Tennis
Head Varsity Male Golf
Head Cheerleading (1 fall)
Head Competitive Cheer
Head Varsity Female Flag Football
Head Varsity Male Soccer
Head Varsity Female Soccer
Head Varsity Water Polo
Head Varsity Male Lacrosse (Unified)
Head Varsity Female Lacrosse (Unified)
Head Varsity Hockey (Unified)
Head Varsity Female Cross County
Head Varsity Female Tennis
Head Varsity Female Golf
Head Pom Pon (1 fall, 1 winter)
Head Varsity Female Field Hockey (Unified)

I. C. High School Assistant Varsity and Junior Varsity Coaches*

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % 10,000	**29%% $2900**	**31% $3100**	**33% $3300**	**35% $3500**	**37% $3700**	**39% $3900**

Assistant Varsity Track Co-ed
Assistant Varsity Male Track
Assistant Varsity Female Track
Assistant Male Cross-Country
Assistant Female Cross County
Assistant Varsity Football (2)
Assistant Varsity Wrestling
Assistant Varsity Hockey (Unified)
Assistant Varsity Male Lacrosse (Unified)
Assistant Varsity Female Lacrosse (Unified)
Assistant Varsity Basketball
Assistant Varsity Male Swimming/Diving) (2)
Assistant Varsity Female Swimming/Diving (2)
Head Varsity Bowling
Assistant Varsity Female Field Hockey (Unified)
Junior Varsity Male Volleyball
Assistant Varsity Female Flag Football
Head Unified Basketball
Head Varsity eSports

Junior Varsity Baseball
Junior Varsity Softball
Junior Varsity Male Soccer
Junior Varsity Female Soccer
Junior Varsity Volleyball
Junior Varsity Football (2)
Junior Varsity Male Basketball
Junior Varsity Female Basketball
Freshman Football (2)
Freshman Male Basketball
Freshman Female Basketball
Freshman Volleyball
Freshman Baseball
Freshman Softball
Freshman Male Soccer
Freshman Female Soccer
Junior Varsity Male Golf
Junior Varsity Female Golf

I. D. High School Assistant Varsity and Junior Varsity Coaches*

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**20% $2000**	**21.5% $2150**	**22.5% $2250**	**24% $2400**	**25% $2500**	**26.5% $2650**

Assistant Varsity Water Polo
Assistant Varsity Female Tennis
Assistant Varsity Ski (co-ed)
Assistant Varsity Male Tennis
Assistant Cheerleading (1 Fall)
Assistant Competitive Cheer
Assistant Pom Pon (1 Fall,1 Winter)

Junior Varsity Bowling
Head Figure Skating

- **The building Athletic Director may permit the hiring of additional assistant varsity or junior varsity coaches based on student needs with approval from the Deputy Superintendent and in consultation with the BEA President or Executive Director.**

MIDDLE SCHOOL/BCS COACHES

II. A. Middle School Head Coaches

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,00	**21.5% $2150**	**22.5% $2250**	**24% $2400**	**25% $2500**	**27% $2700**	**28% $2800**

Head Football (2)*
Head Male Swimming*
Head Female Swimming*
Head Volleyball
Head Male Track
Head Female Track
Head Male Soccer
Head Female Soccer
Head Wrestling
Eighth Grade Male Basketball
Eighth Grade Female Basketball
Seventh Grade Male Basketball
Seventh Grade Female Basketball
Head Male Cross Country
Head Female Cross Country

II. B. Middle School Assistant Coaches

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % 10,000	**19.5% $1950**	**20.5% $2050**	**21.5% $2150**	**23% $2300**	**24% $2400**	**25.5% $2550**

Assistant Football (2)*
Assistant Male Swimming
Assistant Female Swimming
Assistant Wrestling
Assistant Track (co-ed) (2)
Assistant Cross Country

Middle School/BCS Coaches and All Levels Intramural and Other Interscholastic Activities

II. C. Intramurals and Other Interscholastic Activities Per Week

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,00	**2.4% $240**	**2.5% $250**	**2.6% $260**	**2.7% $270**	**2.8% $280**	**3% $300**

Four non-designated High School Sports
Three non-designated MS/BCS Sports (e.g. soccer, flag football, etc)
One MS/BCS Male Basketball at each school
Three MS/BCS Female Basketball at each school
One MS/BSC Volleyball at each school

Each sport is authorized for a maximum of eight (8) weeks for middle school and ten (10)-weeks for high school up to three (3) days per week. Each of the non-designated sports will be filled at the discretion of each principal. Twenty students on the roster for any singular sport at any school shall constitute the hiring of a second coach. This does not preclude two coaches for less than 20 on the roster. Fifty students on the roster for any singular sport at any school may constitute the hiring of a third coach per mutual agreement between the coach and the principal.

Interscholastic coaching experience in a sport shall count as experience for the same intramural sport. The school principal and coordinator shall determine if there is an adequate number of participants to conduct an intramural program.

ACTIVITIES AND CLUBS
Supplemental Pay Club Requirements

Building Level Clubs

1. **Paid clubs will be established at the building level based on:**
   a. Budget and financial considerations
   b. Student and staff interest
   c. Central administration approval
   d. A signed Schedule B/Club contract
   e. As of the signing of this agreement, and for the duration of same, the joint teams have agreed that the following maximum club allotment:
      - Elementary -10
      - Middle School-30
      - High School-20

2. **The criteria for establishing and receiving a stipend for a club include:**
   a. Building administration approval and discretion on the number of students in each club.
   b. Sponsors of a full-time club must provide a meeting or activity for a minimum of 18 hours during the school year.
   c. Co-sponsors of clubs may share the co-curricular stipend on a prorated basis.
   d. If a club meeting or activity does not meet the minimum 18 hours, or when it is determined that the curricular needs are better served, a club contract may be prorated so the member receives .5 of the negotiated club stipend when the club meets for half the required time identified in "b."

III. A. High School Directors, Head Teachers, and Coordinators

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18	37%	39%	42%	44%	46%	49%
% 10,000	$3700	$3900	$4200	$4400	$4600	$4900

High School Debate Director
High School Forensics Director
High School Symphony Orchestra Director
High School Symphony Band Director
High School Choir Director
High School Director for Musical
High School Head Teacher
High School Marching Band Director
High School 504 Coordinator

III. B. High School Directors, Assistants, and Middle School Head Teachers and Coordinators

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18	**31%**	**33%**	**35%**	**37%**	**39%**	**41%**
% $10,000	**$3100**	**$3300**	**$3500**	**$3700**	**$3900**	**$4100**

High School Assistant. Forensics Director (4)
High School Assistant. Debate Director (3)
High School Robotics Director
Middle School 504 Coordinator
Middle School Head Teacher
High School Student Government Sponsor

III. C. High School Directors, Sponsors, and Elementary Head Teachers

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % 10,000	**23.5% $2350**	**25% $2500**	**26.5% $2650**	**28% $2800**	**29.5% $2950**	**31% $3100**

High School Musical Director (Vocal)*
High School Vocal Ensemble Director
High School Jazz Band Director
High School Drama Director (per production)
BCS Head Teacher/Team Coordinator (3)
High School Senior Class Sponsor
High School Junior Class Sponsor
High School Orchestra Director for Musical
High School Chamber Orchestra Director
High School Yearbook Director
High School Newspaper Director
Elementary Head Teacher (2 without AP; 1 with AP)
High School DECA Director
High School HOSA Director

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III. D. High School Band Assistants and Middle School Music Directors

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % 10,000	20% $2000	21% $2100	22.5% $2250	23.5% $2350	25% $2500	26% $2600

High School Assistant Marching Band Director
High School Assistant Band Director*
Middle School Choir Director
Middle School Orchestra Director
Middle School Musical Director
Middle School Band (2) Directors

*Two assistant band director positions will be approved should the number of student participants exceed 150.

III. E. High School Musical/Drama Assistants, High School Sponsors, Coordinators and Middle School Drama and Sponsors, Elementary Student Services

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**16% $1600**	**17% $1700**	**18% $1800**	**19% $1900**	**20% $2000**	**21% $2100**

High School Choreographer for Musical
High School Accompanist for Musical
High School Assistant Orchestra
High School National Honors Society
High School Sophomore Class Sponsor
Middle School Musical Vocal Director
High School 9th/10th Grade Drama (per production)
High School Technical Director for Musical
High School Freshman Class Sponsor
High School Student Mentor Coordinators (2)
Middle School Newspaper (without class)
Middle School Yearbook Book (without class)
Midde School Student Mentor Coordinators (2)

Elementary Student Services (1 each building–safety patrol, service squad, etc.)
High School Accompanist for Choir Class
(per class for class-size overage purposes)

III. F. High School Drama/Musical Assistants, Middle School Sponsors, and Elementary Vocal Music and Student Services

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**12.5% $1250**	**13,5% $1350**	**14% $1400**	**14.5% $1450**	**15.5% $1550**	**16% $1600**

High School Drama Assistant Musical (2)
High School Drama Assistant (2)
High School Model United Nations
High School Science Olympiad
Middle School Newspaper (with class)
Middle School Show Choir
Middle School Jazz Band
Middle School Yearbook Book (with class)
Elementary Student Council
Elementary Vocal Music (per building)
High School Drama Technical Director (per production)
High School One Act Director
Middle School Student Government
Middle School Assistant Orchestra
Middle School Honor's Concert Orchestra
Middle School/BCS Forensic Director
Middle School Robotics Head Coach
High School Store Director (w/class)

III. G. High School Clubs, Drama, Music and Elementary Choir

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	**10.5% $1050**	**11% $1100**	**12% $1200**	**12,5% $1250**	**13% $1300**	**13.5% $1350**

High School Club Sponsor (20 each building)
(*Including but not limited to: Diversity Club; International Club; National Art HS, National Spanish HS, National Science HS, etc.*)

High School Color Guard
Elementary Honors Choir (per building)
High School Drum and Percussion

III. H. Middle School Clubs Sponsors, Elementary Clubs and Musical

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % $10,000	6% $600	6.5% $650	7% $700	7.5% $750	8% $800	8.5% $850

Middle School Model United Nations
Middle School Destination Imagination
Middle School/BCS Science Olympiad
Middle School/BCS Club Sponsor (30 per building)
Middle School National Junior Honor Society (2)
Elementary Science Olympiad
Middle School Drama (per class, per semester with evening production)
Elementary School Musical, Drama or Talent Show (1 per building)
Elementary Club Sponsor (10 per building)- *(Pierce & W. Maple – 12 per building)*
Elementary Dismissal/Arrival (2 per building)

III. I. Elementary Instrumental, Band, and Orchestra

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 %$10,000	6% $600	6.25% $625	6.5% $650	7% $700	7.5% $750	8% $800

Elementary Instrumental Orchestra ½ per building
Elementary Instrumental Band ½ per building

III. **J. Ski Club Coordinators and Chaperones**

Both chaperone and coordinator will be considered as experience in ski club as expressed in the language below "experience" and "step" in Appendix B-Supplemental Pay Schedule.

Ski Club Coordinator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-2018 % 10,000	9% $900	10% $1000	10.5% $1050	11% $1100	11.5% $1150	13% $1300

The coordinator amounts above are per season. There will be one (1) coordinator assigned for the first 50 students; one (1) additional coordinator for 51-200 students; and a third (3rd) coordinator for over 200 students. Each coordinator will also receive the chaperone pay per event. Chaperone payments will not be paid when cancellations occur prior to the beginning of the event.

*Coordinators involved in the ski club prior to or in 2024-2025 will be credited with all previous service to ski club whether the role filled was as chaperone or coordinator.

Ski Club Chaperone

Per event	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-2018 % 10,000	2% $200	2.1% $210	2.2% $220	2.3% $230	2.4% $240	2.5% $250

Chaperones shall be paid per event. There will be one (1) chaperone per bus at middle school and high school, not including coordinators. At high school, there will be one (1) additional chaperone per 0-50 students not riding buses.

Chaperones will not be paid when cancellations occur prior to the beginning of an event.

AFTER SCHOOL, EXTENDED DAY, TUTORING, AND OVERNIGHT TRIPS

IV. A. Hourly Before/After School Activities

2017-18		**$35.00/Hour**

Middle School Media/Computer lab
ESL Tutoring
Saturday School
BCS Extended Day Activities
Before/After School Tutoring

2017-18		**$30.00/hour**

High School Book Room (or the teacher will receive comp time at the teacher's election)
High School, Middle School and Elementary Art Show (up to 15 hours for outside the regular workday)

IV. B. Field Trips

Teachers who organize or agree to chaperone trips involving overnight stays shall be compensated for the extended day of work and additional duties and responsibilities in maintaining the safety and security of the students participating. Payment will be made pursuant to the following schedule*

Organizers:

A.	In State/Out-State	$200/night
B.	Travel outside the continental US	$250/night**

Chaperones:	In State/Out of State/Outside the US	$100/night

Non-Overnight Organizer	$120/day
Non-Overnight Chaperone:	$60/day

*This stipend does not include athletic or activity positions, except for club sponsors, elsewhere listed in this document whose supplemental pay already compensates for overnight field trips.

**Two organizer stipends will be paid to the two persons sponsoring the China overnight field trip in 2017- 2018. This will continue until those two persons are no longer organizers of the trip, at which time, one organizer stipend will be paid.

FACILITATORS AND ACADEMIC COACHES

V. A. Facilitators and Coordinators

High School Testing Center Facilitator (*per trimester***)** $1,500
*The testing center will provide one, seventy (70) minute session at least three (3) days a week. The teacher and high school principal will mutually agree to the time of the sessions, before or after school.

Secondary School SISS Testing Accommodation Facilitator	$1,500
Elementary Media Center Facilitator ($30 x 150 hrs.)	$4,500
Secondary Media Center Facilitator ($30 x 150 hrs.)	$4,500
Reading Specialist Facilitator ($30 x 150 hrs.)	$4,500
District Enrichment Facilitator (Science Olympiad, Destination Imagination, etc.)	$1,100
K-12 Music Facilitator	$4,500
K-12 Physical Education Coordinator	$4,500
K-12 Health Facilitator	$4,500
K-12 Art Facilitator	$4,500
Therapy Dog Facilitator	$4,500
New Teacher Mentor Facilitator	$4,500
3-8 World Language Facilitator	$4,500
K-12 English Language Development Facilitator	$4,500

V. B. Building Resource Coach (BRC)

These positions will be determined by administration and offered to all teaching staff to apply, with the principal having the final decision for selection. The stipends could be split if multiple teachers are interested. Stipends will be paid out twice a year- ½ in December and ½ in June, or in a lump sum after the maximum hours are completed. The maximum work hours include meetings, trainings, preparation, and coaching. Building Coach position availability are contingent on Title II dollars. The administration will notify the Association by August 15th as to which building resource coach positions fill be filled for the ensuring school year.

A: 18 Maximum Hours per Year = $540

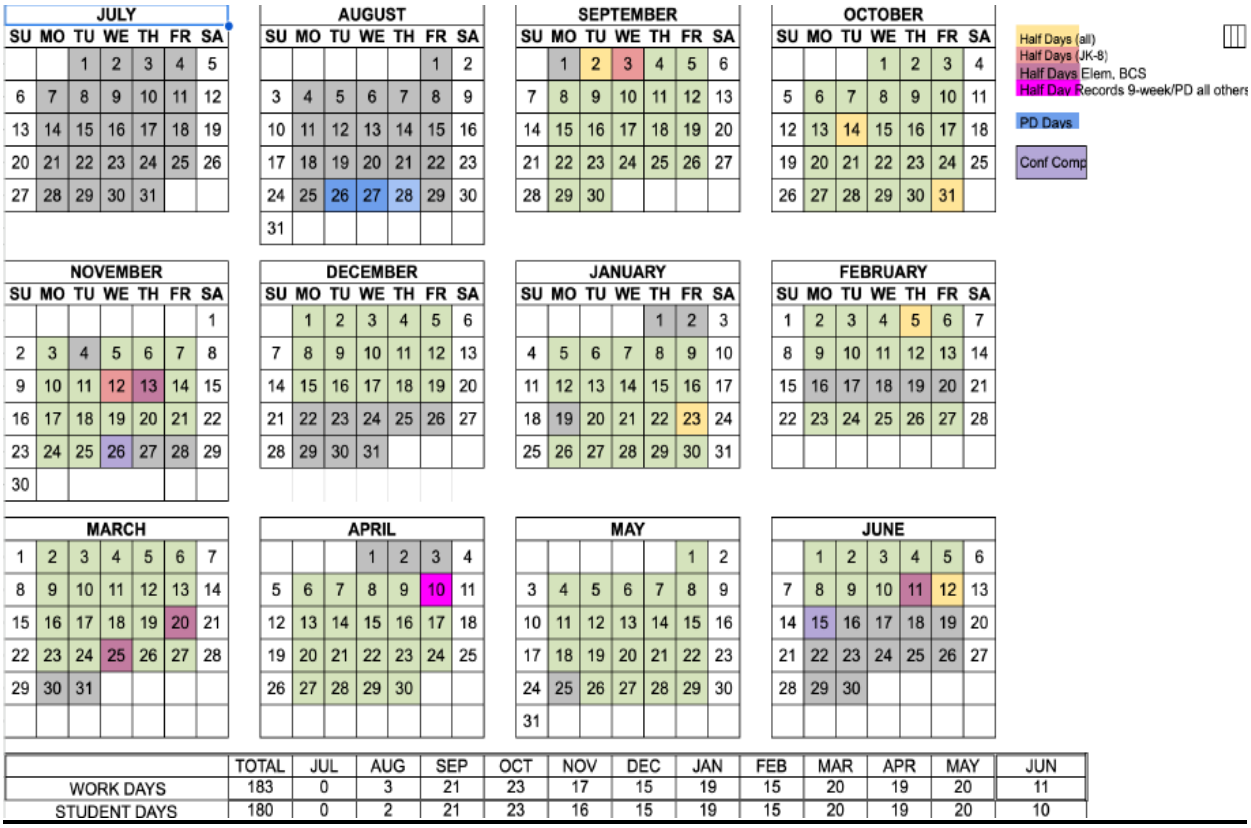
B: 36 Maximum Hours per Year = $1080

C: 54 Maximum Hours per Year = $1620

D: 72 Maximum Hours per Year = $2160

APPENDIX C – CALENDARS

2025-2026



JULY						
SU	MO	TU	WE	TH	FR	SA
		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		

AUGUST						
SU	MO	TU	WE	TH	FR	SA
					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						

SEPTEMBER						
SU	MO	TU	WE	TH	FR	SA
	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				

OCTOBER						
SU	MO	TU	WE	TH	FR	SA
			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	

Half Days (all)
Half Days (JK-8)
Half Days Elem, BCS
Half Day Records 9-week/PD all others
PD Days
Conf Comp

NOVEMBER						
SU	MO	TU	WE	TH	FR	SA
						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						

DECEMBER						
SU	MO	TU	WE	TH	FR	SA
	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			

JANUARY						
SU	MO	TU	WE	TH	FR	SA
				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

FEBRUARY						
SU	MO	TU	WE	TH	FR	SA
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

MARCH						
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				

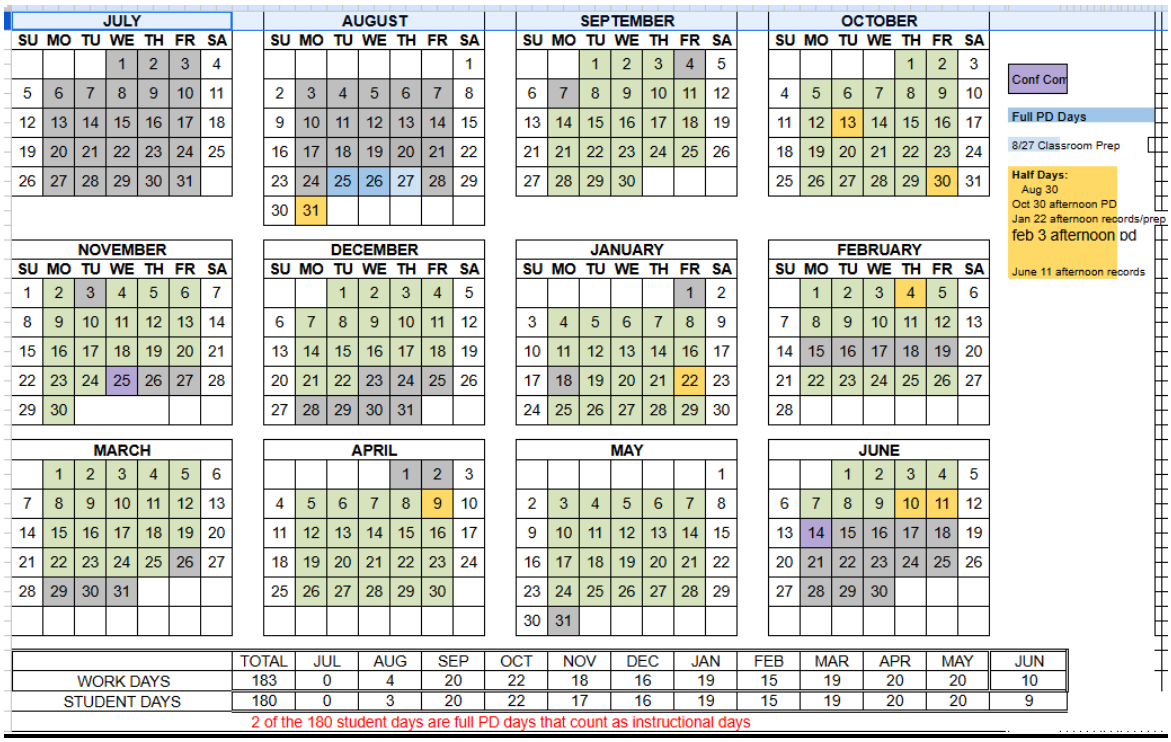
APRIL						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
					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						

JUNE						
	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				

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
WORK DAYS	183	0	3	21	23	17	15	19	15	20	19	20	11
STUDENT DAYS	180	0	2	21	23	16	15	19	15	20	19	20	10

2026-2027



JULY

SU	MO	TU	WE	TH	FR	SA
			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	

AUGUST

SU	MO	TU	WE	TH	FR	SA
						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					

SEPTEMBER

SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
21	21	22	23	24	25	26
27	28	29	30			

OCTOBER

SU	MO	TU	WE	TH	FR	SA
				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

Conf Con

Full PD Days

8/27 Classroom Prep

Half Days:
Aug 30
Oct 30 afternoon PD
Jan 22 afternoon records/prep
feb 3 afternoon pd
June 11 afternoon records

NOVEMBER

SU	MO	TU	WE	TH	FR	SA
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					

DECEMBER

SU	MO	TU	WE	TH	FR	SA
		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		

JANUARY

SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	16	17
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY

SU	MO	TU	WE	TH	FR	SA
	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						

MARCH

SU	MO	TU	WE	TH	FR	SA
	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			

APRIL

SU	MO	TU	WE	TH	FR	SA
				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

SU	MO	TU	WE	TH	FR	SA
						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					

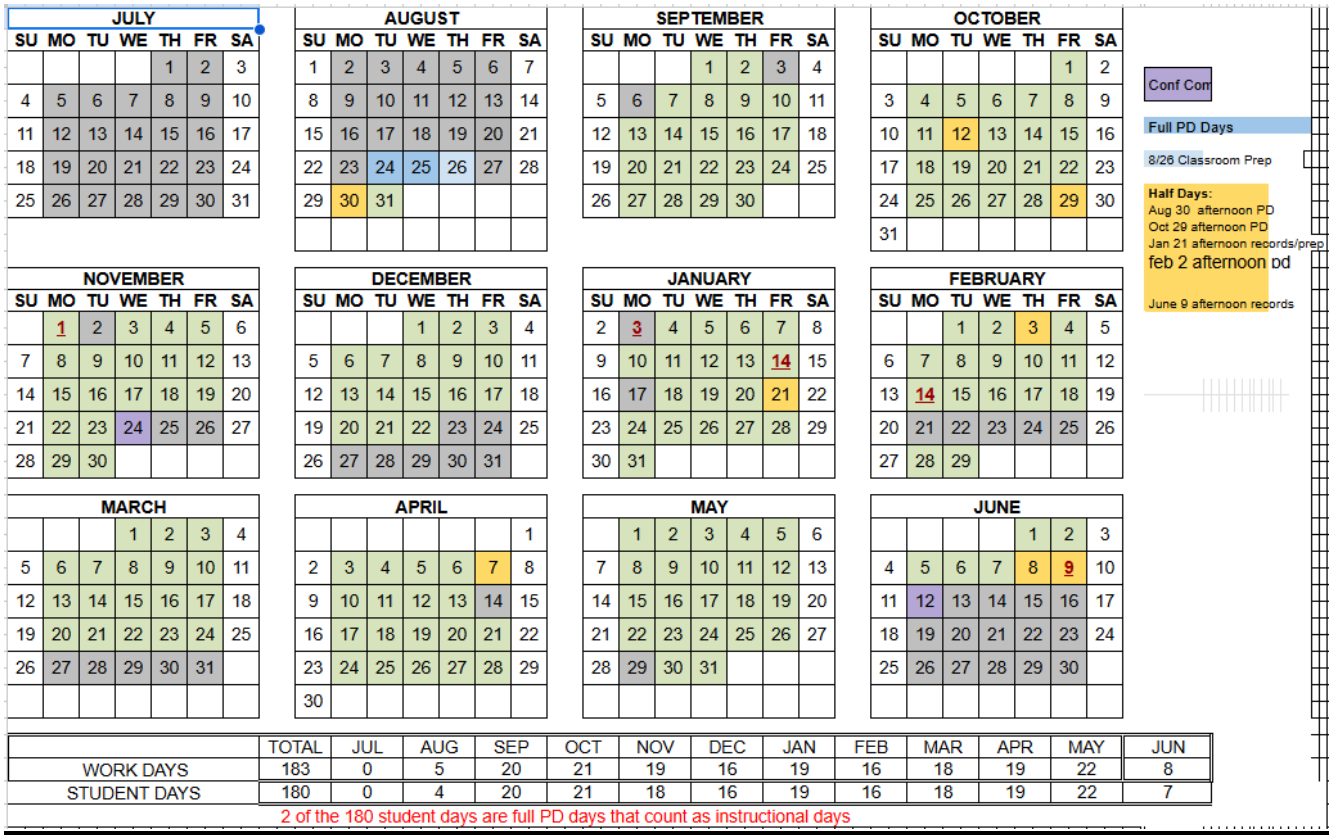
JUNE

SU	MO	TU	WE	TH	FR	SA
		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			

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
WORK DAYS	183	0	4	20	22	18	16	19	15	19	20	20	10
STUDENT DAYS	180	0	3	20	22	17	16	19	15	19	20	20	9

2 of the 180 student days are full PD days that count as instructional days

2027-2028



JULY

SU	MO	TU	WE	TH	FR	SA
				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

AUGUST

SU	MO	TU	WE	TH	FR	SA
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				

SEPTEMBER

SU	MO	TU	WE	TH	FR	SA
			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		

OCTOBER

SU	MO	TU	WE	TH	FR	SA
					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						

Conf Con

Full PD Days

8/26 Classroom Prep

Half Days:
Aug 30 afternoon PD
Oct 29 afternoon PD
Jan 21 afternoon records/prep
feb 2 afternoon pd

June 9 afternoon records

NOVEMBER

SU	MO	TU	WE	TH	FR	SA
	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				

DECEMBER

SU	MO	TU	WE	TH	FR	SA
			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	

JANUARY

SU	MO	TU	WE	TH	FR	SA
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					

FEBRUARY

SU	MO	TU	WE	TH	FR	SA
		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				

MARCH

SU	MO	TU	WE	TH	FR	SA
			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	

APRIL

SU	MO	TU	WE	TH	FR	SA
						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

SU	MO	TU	WE	TH	FR	SA
	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			

JUNE

SU	MO	TU	WE	TH	FR	SA
				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	

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
WORK DAYS	183	0	5	20	21	19	16	19	16	18	19	22	8
STUDENT DAYS	180	0	4	20	21	18	16	19	16	18	19	22	7

2 of the 180 student days are full PD days that count as instructional days

APPENDIX D – REQUEST TO RENEGOTIATE

Should financial circumstances and/or major curriculum changes result in the need for either party to request to re-negotiate items contained herein, it is agreed that said negotiations will occur. Further, it is expressly understood that only items directly associated with the demonstrated need shall be considered.

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