

AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and the

BIRMINGHAM EDUCATION ASSOCIATION

July 1, 2008 - June 30, 2010

Birmingham, Michigan

## TABLE OF CONTENTS

Article	Page
I Recognition.....	2
II Definitions.....	2
III Association and Teacher Rights .....	2
IV Board Rights and Security .....	7
V Grievance Procedure and Arbitration .....	8
VI Teaching Hours and Class Load.....	11
VII Teaching Conditions and Class Size.....	20
VIII Staffing .....	25
IX Leaves of Absence .....	30
X Sabbatical Leaves .....	32
XI Discipline .....	32
XII Academic Freedom.....	33
XIII Teacher Protections and Safeguards.....	34
XIV Severance Pay .....	35
XV Joint Studies Committees .....	36
XVI Teacher Evaluation.....	37
XVII Sick Leave Days, Sick Leave Bank, and Personal Business Days.....	38
XVIII Compensation and Insurance Programs.....	41
XIX Negotiations.....	46
XX Waiver .....	47
XXI General Provisions .....	47
XXII Duration of Agreement.....	50
Appendix A – Teachers’ Salary Schedules .....	51
Appendix B – Supplemental Pay Schedule .....	53
Appendix C – Calendars .....	62

Appendix D – Staff Development .....	69
Appendix E – Renegotiations .....	71
Appendix F – Other Qualified Adults .....	72
Appendix G – AUENS Standard .....	76
Addendum Health Benefit for 2009 and 2010 .....	83
Index.....	90

## LETTERS OF UNDERSTANDING

To establish a study team to develop proposal(s) regarding school schedules

Regarding the “EXPLORE!” and Activities and Enrichment” programs at Berkshire and Derby Middle Schools

Regarding the 403(b) program

Regarding Article VI (H)(I) passing time and class length for the Elementary Unified Arts Program

Regarding Professional Learning Committees

Regarding the Trimester Schedule

Regarding the interpretation and application of Article VII (E) of this Agreement between the Birmingham Board of Education and BEA.

Proposed High School Trimester Agreement

## AGREEMENT

This Agreement was entered into this 1<sup>st</sup> day of January 2009, between the SCHOOL DISTRICT OF THE CITY OF BIRMINGHAM, Oakland County, Michigan (effective July 1, 2008 (hereinafter referred to as the "Board")) and the BIRMINGHAM EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, in the unit for bargaining certified by the State of Michigan Employment Relations Commission for all professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, guidance counselors, media specialists, school psychologists and social workers, speech and language pathologists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees.

## ARTICLE II

### DEFINITIONS

- A. The term "school year" as used in this Agreement shall be defined by the 2008-09, and 2009-10 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. Present Board policies which affect teachers but which are not covered in this Agreement will not be changed unless the Association is notified. Notice of prospective Board policies that affect teachers shall be given in writing to the Association sufficiently in advance of the scheduled Board action to allow the Association to present an opinion and have it considered.

In addition to the above, if the implementation of a written Board or building policy or procedure directly affecting a teacher, which is not covered by this Agreement, is the basis

of a complaint by him/her, it may be registered and processed as provided in Article V herein through but not beyond Level II.

K. Professional Dues, Payroll Deductions, and Service Charge

1. 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.

Accordingly, it is fair that each teacher in the bargaining unit assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement. If a teacher does not choose to become a member of the Association, then s/he should be willing to contribute his/her fair share toward the administration of this Agreement.

2. In accordance with the philosophy set forth in Section 1 above, and except as provided elsewhere herein, all teachers as defined in the bargaining unit for which the Association is certified shall, as a condition of continued employment, either:

Sign and deliver to the Board an assignment authorizing deduction of annual membership dues of the Association (including the Michigan and National Education Association), and such authorization shall continue in effect from year to year, unless revoked in writing between June 1st and September 1st of a given year,

or

Within thirty (30) days of the commencement of employment, the beginning of the school year, or the effective date of this Agreement, whichever is later, cause to be paid to the Association, either by authorizing payroll deduction or in cash, a service charge equal to the annual membership dues of the Association (including the Michigan and National Education Associations). In the event the service charge shall not be paid, the Association shall, within sixty (60) days after the commencement of employment, notify the Board.

The Association shall also comply with the following:

- a. Fulfillment of the requirements and necessary items in Section 3 and elsewhere in this Article.
- b. Fulfillment of its fiduciary obligations by sending written notice to the teacher that s/he has an obligation to tender dues or service charge, the reasonable date for such obligation, the account of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Board through the Superintendent.
- c. Fulfillment of its responsibilities by sending written notice to the teacher (copy shall be sent to the Board) that s/he has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a written request for his/her termination was being made to the Board.

- d. By stating in the request for termination to the Board that such request is in conformance with the provisions of this Article, that the teacher has not complied with his/her obligations, and that it is an official request of the Association.
  - e. The Board, upon receiving a signed statement from the Association indicating that a teacher has failed to comply with this condition, shall notify said teacher that his/her employment shall be discontinued at the end of the school year unless the requirement set forth in Section 2 above is satisfied prior to sixty (60) days before the end of the school year.
3. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board and Federal Courts, and to the extent that it does not conflict with any Federal or State laws.

To this end, it is understood and agreed that the following items are necessary:

- a. Majority Representative - The Association is the certified collective bargaining representative of the teachers in the unit.
  - b. Availability of Membership - The Association shall permit all teachers to join the Association except where admission of any given teacher would be contrary to its constitution.
  - c. Equal Membership - The Association must allow membership on an equal basis; full participation must be on an equal basis.
  - d. Application of Membership - As a condition of employment, the Association cannot deny a teacher membership except where the granting of membership to the given teacher would be contrary to its constitution, or in the alternative, the right to pay the service charge if the teacher has tendered or offered to pay.
4. Exceptions to Section 2 above shall be:
- a. All teachers who are not employed on a permanent basis or who are not eligible to be compensated according to Appendix A of this Agreement shall not be required to join the Association or pay the service charge thereto.
  - b. Teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only the remaining monthly installment membership dues or service charge. Such pro-rata shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of the days left that shall govern.)
5. If a teacher has tendered directly to the Association his/her annual membership dues or the service charge, or has a written authorization in effect requiring the deduction of such dues or service charge, the teacher shall not, under any circumstances, risk the loss of his/her employment because of a lack of good standing in the Association. The Association cannot cause the discharge of a teacher who has resigned from or has been expelled by the Association for any reason other than his/her failure to tender the annual membership dues or service charge to the Association, either directly or after revocation of his/her authorization.



6. The deduction of annual membership dues or service charge shall be made in ten (10) month equal installments, beginning with the month of September and ending with the month of June. The Board agrees to remit by the 15th of each succeeding month to the respective Associations all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The Association agrees to certify, in writing, the current rate of BEA, MEA, and NEA dues to the Board within ten (10) days after commencement of the school year.
7. The following requirements are understood and agreed to by the parties:
  - a. By September 1st of each year, the Association shall send the Board a list of those teachers who have paid the annual Association membership dues or service charge in cash.
  - b. The Association agrees no teacher who shall leave the Board's employ before the completion of the school year shall be required to have deducted any additional monies under this Article.
  - c. The Association agrees that the service charge paid by non members shall not be used to support financially any political candidates if the non member objects to such support.
8. In any case in which a teacher or teachers contest a discharge under the provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in doing so, the Association agrees to pay such expenses so incurred by the Board provided the counsel is acceptable to the Association and except that if the opportunity arises to settle the case and the Association is willing to pay the cost of settlement, the Association will be free of all obligations hereunder if the Board refuses to settle. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Article. Where a teacher's employment has been terminated and s/he has given indication that s/he is in the process of contesting that termination through the Tenure Commission or a court of competent jurisdiction, the teacher litigating the issue will have his/her employment continued until such time as the litigation has been completed and a decision rendered in the matter or until such teacher has ceased to pursue the legal remedies available to him/her by not making a timely appeal of any decision rendered in said issue by the Tenure Commission or a court of competent jurisdiction. Any such request for litigation by a teacher must commence within the thirty (30) days immediately following his/her receipt of the notice that his/her employment is being discontinued at the conclusion of the school year.
9. If any court of competent jurisdiction or governmental administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void, and the Association shall reimburse all teachers who have been required to pay the service charge, provided such teachers must request the Association for reimbursement within thirty (30) days of such court, administrative agency, or legislative decision or action.
10. This section shall become null and void if any violation of the "No Strike" provisions (Article IV, Section B) occurs during the term of this Agreement.

- 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 on such days.
- M. The Association President shall be released from his/her teaching duties for one-half 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.

#### 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 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 XVIII.
- 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	Grievance Procedure and Arbitration Meeting	Disposition
I Administration	10 days after occurrence	5 days	5 days
II Superintendent	5 days	5 days	5 days
III Arbitration	10 days	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 five (5) 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 five (5) 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.

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.

- b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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-c.
- 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

### TEACHING HOURS AND CLASS LOAD

- A. 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 teachers to stay beyond the minimum time set forth below.

Teachers shall report in sufficient time before the start of the school day to be prepared for the arrival of students each day and may leave after the completion of their assigned duties. In those schools where there are two or more media specialists or two or more guidance counselors, their work day 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.

Faculty meetings shall normally be held on a regularly scheduled day. There shall not be more than a total of twenty (20) faculty meetings per year not to last more than one (1) hour beyond the teacher day. Exceptions may be made to this provision for each teacher, who is assigned to a district wide department, to attend up to five (5) additional meetings during the school year that may be scheduled by such district wide department, and in the event of unusual circumstances requiring additional meetings.

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 work day may 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. Middle and High School Teachers:  
The teaching schedule will be as follows, except in instances where changes are mutually agreed to by the administrator and teacher:
  - 1. Seven Period Day: Middle School
    - a. No more than five (5) academic periods shall be assigned.
    - b. At least one (1) additional Team or duty period shall be assigned.
    - c. At least one (1) preparation period shall be assigned.
  - 2. Seven Period Day: High School
    - a. No more than five (5) academic periods shall be assigned.

- b. At least one (1) additional CEA or duty period shall be assigned.
- c. At least one (1) preparation period shall be assigned.
- d. Block Schedule:
  - 1. Each full time high school teacher shall be assigned to five (5) academic assignments (classes, special assignments, as mutually agreed or cafeteria duty as defined in VI C.3.c). These will comprise twenty-five (25) of the thirty-nine (39) "half blocks".
  - 2. Of the fourteen (14) remaining "half-blocks" five (5) will be CEA periods (as defined in VI B.3), scheduled one per day unless the teacher and administration mutually agree that the CEA periods be scheduled otherwise.
  - 3. Another five (5) "half-blocks" will be preparation periods scheduled at least one per day, during the periods designated 1 through 7. Unless the teacher and administration mutually agree that these preparation periods be scheduled otherwise.
  - 4. The remaining four (4) "half blocks" will remain unassigned and available for designation as mutually agreed upon by the teacher and the administration.
  - 5. If a defined duty (as in Article VI C.3.a.b.d.) is assigned during "X/S&T Block", it cannot be for longer than a one "half-block" duration unless the teacher and administration mutually agree that these duties are scheduled for a longer duration.
  - 6. The administration will strive to assure that less than full time staff schedules comply with the above. The association shall be informed of any exception.
  - 7. Should department or faculty meetings be scheduled during "X/S&T block" these will result in the meeting requirement outlined in article VI-A to be reduced accordingly.
- e. Team Period:
  - 1. A team period will be established no more than once per week for the first sixty (60) minutes of the periods designated as X/S & T block for the purpose of collaborative activities as established by the team.
  - 2. It is generally intended that participation in the team period will be associated with the teacher's curricular responsibilities. Thus, each teacher upon mutual agreement with the principal, will be assigned up to two (2) teams related to the teacher's curricular responsibilities.
  - 3. At the request of a teacher and, upon the mutual agreement of the principal, a teacher may participate on a team in addition to those referred to in paragraph 2 above.
  - 4. Up to five (5) team periods may be utilized for needs other than those associated with paragraphs 2 and 3 above. (e.g., ninth grade transition activities). More team periods may be used in this manner upon mutual agreement of the parties.
  - 5. The teacher will have no responsibility for students during this team period.

6. Aside from the normal responsibility for attendance and punctuality (as it is a portion of the regular teacher day) these team activities shall not be incorporated in any way in a teacher's evaluation.
  7. This concept will assure that no class will be of a longer duration than ninety-three (93) minutes.
  8. This agreement will not result in the loss of any established rights and privileges associated with all other assignment matters beyond this team period.
  9. Three (3) hours of these team periods will be counted toward the required hours of flexible staff development each year.
3. If financial circumstances or resources or other major influencing factors using the seven (7) period day at the middle and/or high school levels dictate, the board shall have the option of reinstituting the six (6) period pay schedule as follows:
    - a. Six Period Day: Middle School
      1. No more than five (5) academic periods shall be assigned.
      2. At least one (1) preparation period shall be assigned.
    - b. Six Period Day: High School
      1. No more than five (5) academic periods shall be assigned.
      2. At least one (1) preparation period shall be assigned.
  4. A team taught course shall be defined as any course where a common group of students are assigned to two or more teachers. Such courses shall include excel, flex, team 9 English, world studies and any other course that would qualify under this definition.
    - a. At the high school, such teachers will qualify for a three (3) class teaching load with team planning as a fourth daily assignment. At the middle school such teachers will qualify for a four class teaching load with team planning as a fifth daily assignment. If the district's financial circumstances dictate, the language in this section shall not be operative. The Board of Education will inform the Association of the need to implement this change by April 1 of the preceding school year. Should this occur, the teacher's responsibilities associated with these programs will be altered accordingly.
    - b. The teachers assigned to team taught courses shall have their planning period scheduled in common.
    - c. During X-block team when professional development meetings are scheduled for the purpose of curriculum planning, teachers assigned to teaching teams shall have the priority to meet with their teaching team.
    - d. No teacher shall be assigned to more than one (1) team taught course.
    - e. This shall not prohibit other teachers from receiving similar teaching load and planning considerations as a result of Education Council and Board of Education action.



- f. At the high school, in the event that the district declares a financial emergency and cannot provide a daily team planning time in lieu of a fourth course, the following provision shall apply:
  - i. Planning time is defined as a continuous seventy (70) minute period outside the workday. Thirty-five (35) minute periods may be scheduled with the prior approval of the building administration.
  - ii. Teachers will be paid Forty Dollars (\$40) for a seventy (70) minute period (Fifty Dollars (\$50) including FICA and retirement) and Twenty Dollars (\$20) for a Thirty-five (35) minute period (Twenty-five Dollars (\$25) including FICA and retirement). Beginning in the 2008/2009 school year the total available for such payments is Twenty Thousand Dollars (\$20,000).
  - iii. Four Hundred (400) Seventy (70) minute periods will be provided and allocated between the high school buildings by the team participants and Association.
  - iv. Teachers with the approval of the principal shall submit request for payment forms to the office of the deputy superintendent for payment.
  - v. The Association may request verification of the financial emergency.
- 5. Writing classes shall include (a) a class offering a curriculum designed to improve the students' performance in the preparation of written assignments/assessments and (b) a class in which the majority of the students' performance is evaluated on the quality of written assignments submitted over the term of the trimester or semester. The courses deemed to be writing classes shall be recommended to the superintendent by Education Council.
  - a. The district will strive to provide teachers of high school English with no more than two (2) writing class assignments per trimester. The average class size of each individual teacher's writing class(es) shall be twenty-five (25) students. Teachers assigned to three (3) or more writing classes per trimester shall, in lieu of one (1) academic assignment, be assigned to an academic lab or other duty where practicable.
  - b. 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.
- 6. The Board shall strive to schedule as few academic periods containing two (2) courses as possible. Upon each occurrence, the Association will be informed prior to implementation.
- 7. CEA Activity
  - a. Complementary Education Activity (CEA) shall be defined as a teacher-directed activity and service which result in direct benefit to the instructional program or direct support to student learning. CEA activities may include curriculum development work, G/T mentoring, monitoring of a laboratory activity or a test make-up center, etc.

- b. CEAs may be of a semester or school year duration and will be established with the mutual agreement of the building administration and the teacher involved.

As an exception to the above, up to eight (8) CEAs at any one time may be assigned by the building administration at each high school. In these cases a teacher may not be assigned to more than one (1) semester CEA every five (5) semesters or more than one (1) year long CEA every three (3) years.

- c. Building Committees shall be established at each school for the purpose of reviewing CEA applications and recommending the same to the building principal. These committees shall be made up of a majority of teachers selected by the staff and represent as many departments as possible.
- d. Students will not be regularly assigned to a CEA.
- e. A CEA will not include the requirement to:
  - 1. Prepare lesson plans.
  - 2. Grade students.
  - 3. Prepare student progress reports.

A CEA may, however, require:

- 1. Documenting students' attendance.
  - 2. Assisting or advising students.
  - 3. Supervising students.
- f. A teacher will be held accountable for all expectations and activities associated with his/her C.E.A. The perceived level of success of a C.E.A., however, will not be included in a teacher's formal evaluation.

- 8. The administration, in consultation with the staff in each middle and/or high school, may decide to modify the daily schedule 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.
- 9. 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.

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

C. Course Preparations

1. The Board agrees to exert every effort to avoid a situation from occurring where a teacher might be requested, on a voluntary basis, to accept a regular academic assignment over and above the maximum established in this Article.
2.
  - a. The Board shall not assign more than three (3) different course preparations concurrently (e.g., 6-week course, 10-week course, semester/trimester, marking period) and no middle or high school teacher shall be assigned more than six (6) course preparations in a school year.
  - b. A teacher may voluntarily agree to an additional course preparation. The Association will be informed of the situation.
  - c. 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) set forth in Article VI C (2) (a)
    - i. 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 additional assignment will be implemented.
    - ii. 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 twenty-five hundred dollars (\$2500) for a seventh course preparation.
  - d. For the purposes of calculating preparations, teaching in the flex program for three (3) full trimesters shall count as four (4) course preparations. Teachers of flex shall not be assigned more than one (1) additional course preparation per trimester. Any flex teacher assigned more than six (6) preparations shall receive compensation for an involuntary assignment beyond six (6) preparations of twenty five hundred dollars (\$2500).
3.
  - 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.
  - c. There may be a maximum of two (2) teachers per lunch period assigned to lunch room supervision at each of the two high schools in accordance with the following:

- A. The assignment will be a maximum of thirty (30) minutes each lunch period at the end of the lunch period.
  - B. The assignment will be for a maximum of one (1) semester.
  - C. The assignment will include no more than three (3) days per week.
  - D. Volunteers for the assignment each semester will be assigned first.
  - E. A fixed alphabetical assignment roster will be established at each high school to include all BEA members assigned full time to each building commencing with the 2004-2005 school year and each year teachers newly assigned to the building will be placed at the end of the alphabetized listing (after z).
  - F. This assignment roster will be utilized (as it rotates) each semester thereafter.
  - G. Teachers assigned to four (4) or more different preparations, those Team Teachers not assigned to a common Team Planning time in lieu of a fifth teaching assignment and those who would not receive their duty free lunch as outlined in sub-section 4 below will be exempt from the assignment and placed on the roster for the next semester that teacher is not exempt.
  - H. A teacher will not have a C.E.A. responsibility the semester he/she is assigned to lunchroom duty.
  - I. The assignment shall include no responsibilities associated with the serving area.
  - J. Aside from attendance, this assignment shall not be part of the teacher's evaluation.
- 4. All middle and high school teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes.
  - 5. In middle schools, planning time for advisors/advisee programs will be incorporated in the team planning period. In high schools, activity period duties outside of regular homeroom duties, which require individual teacher planning and preparation, shall be voluntary.

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.

- D. The Board will provide planning time for all teachers servicing elementary buildings. Each teacher will receive 200 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. In addition to the above, each K – 5 teacher assigned to a regular general education classroom will receive an additional seventy (70) minutes planning time per week.
  - b. Beginning with the 2005-06 school year, the parties agree that where district scheduling permits, elementary teachers of art, instrumental music, vocal music, physical education, media/technology, special education, enrichment, and reading may have no less than 200 and up to a total of up to 270 minutes per week for the purposes of planning.

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 s/he is not receiving 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 \$1,000 to be paid at the end of the school year. Teachers who retire prior to the end of the school year shall receive a prorated amount.

The total remedy for not receiving 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.

2. Each teacher servicing an elementary school shall be entitled to a duty-free lunch period which shall be for a minimum of forty (40) minutes.
- E. Recognizing that the total education environment of students 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.
1. 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.
  2. 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.
- F. 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. 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 one-half (1/2) compensation day for each such occurrence, or at the teacher's option, one-half (1/2) the professional development/curriculum development rate.
- G. Teachers may leave the school building during their lunch period.
- H. 1. 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 ten (10) minutes between each Art class and a minimum five (5) minutes between Music and Media/Technology classes and five (5) minutes between each P.E. class 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.

2. 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 XVIII, C.2.
- I. 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.
1. No information obtained will contain reference to an individual teacher.
  2. No portion of the results will be placed in a teacher's personnel file.
  3. No information obtained will be utilized as evidence for teacher dismissal or involuntary transfer.
  4. 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.

Further, prior to all program evaluation activities there shall be a review of the evaluation plans with the involved teachers.

- J. Part time staff shall receive the following compensation when required to attend professional development beyond their regular schedule:
1. 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.
  2. 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.
  3. 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. 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.
- L. 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.

## ARTICLE VII

### TEACHING CONDITIONS AND CLASS SIZE

- A. 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

<u>GRADE</u>	<u>CLASS SIZE MAXIMUM</u>	<u>RELIEF PROVIDED AT</u>	<u>ALTERNATIVE CLASS MAXIMUM SIZE</u>
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

#### 2. a. Middle/High School:

<u>CLASS</u>	<u>CLASS SIZE MAXIMUM</u>	<u>RELIEF PROVIDED AT</u>	<u>STRIVE FOR NUMBER</u>
All Classes (except those listed below)	35	33	29
P.E.	47		40
Study Hall	50		45

- b. The maximum number of student contacts per day shall not exceed 160 for middle school and 128 for high school teachers, except in P.E., Middle School Modern Language, and Study Hall.
3. 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.

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. 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. The teacher will receive compensation at two times the contractual daily curriculum rate per pupil per trimester/semester;
- g. Other solutions as may be acceptable to the teacher and supervisor with notice to the Association prior to the implementation of the solution.

Creating sections or hiring new teacher aides shall not occur on or after April 1 in a school year.

If Section A.4 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.

5. Special Education:

Special education classes shall be in compliance with the State of Michigan special education guidelines.

Solely and exclusively for the application of Article VII, A., and pertaining to the numbers listed under relief provided at and “alternative class size maximum” the following standards shall apply:

- a. The special education team (IEP) shall determine the student’s level placement applying the “AUENS” (Addressing Unique Education Needs of Students) standards adopted by the Michigan Department of Education. The standards are attached as Appendix G. The AUENS level of the students assigned to a teacher’s classroom shall be made available prior to the start of the school year.
- b. Students assigned to Level 4 of the AUENS table shall be assigned a weight of 1(one).
- c. Students assigned to Level 3 of the AUENS table shall be assigned a weight of 2 (two).
- d. Students assigned to Levels 2 and 1 of the AUENS table shall be assigned a weight of 2 (two) and teachers shall be provided appropriate assistance.
- e. Teachers with students assigned to Level 4 or 3 may request appropriate assistance.
- f. Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms, except where an unequal distribution would be in the best interest of a student.



- g. Any teacher may ask that an appropriate team of staff review the program of an impaired student assigned to that teacher. The administration shall convene such a case review and invite the referring teacher to attend.
  - h. 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.
- B. The Board and Association agree to the establishment of an Advisory Committee at each school. The Committee will consist of the principal, who may request the presence of one (1) other administrator, and a minimum of four (4) faculty representatives elected by the faculty. 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. The Advisory Committee members will exchange and review proposals and recommendations on school matters of mutual concern to the parties.

Such matters may include:

- 1. The Advisory Committee may assist in the formulation of the agenda of a school's general faculty meeting and in the evaluation of such meetings.
  - 2. Review and advise the principal relative to building policy and procedure.
  - 3. Make recommendations to the principal relative to teacher staffing in the building.
  - 4. In those buildings where the Advisory Committee regularly meets more than twice per month, and with the approval of the principal, a maximum of five (5) days per school year of released time may be provided to assist the committee to accomplish this work.
- C. The Association agrees that each teacher has an obligation to enforce the written rules and regulations of the Board at all times.
- D. 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.
- E. 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.
- F. The Board shall make available in each school adequate lunchroom/lounge facilities exclusively for staff use. Also lavatory facilities will be provided exclusively for adult use.
- G. Telephone facilities shall be made available to teachers for their reasonable use for professional purposes in a secluded area.

- H. 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.
- I. 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.
- J. The Board and all teachers shall comply with the provisions of the Occupational Safety Act (Michigan Public Act 154, 1974).
- K. 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.
- L. 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.

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.

M. 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 thirty (30) minute period in the fall and no more than one (1) conference will be scheduled for each twenty (20) 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.

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

Full day kindergarten teachers shall be provided an additional one-half (1/2) records day in the spring.

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

Secondary Parent/Teacher Conferences:

All secondary 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.

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.

- N. The Board agrees it will not discriminate with respect to any teacher's assignment or class size.
- O. Teachers shall prepare lesson plans for the use of substitute teaches. 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. 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.
- P. In the preparation of teacher assignments, the Board and Association agree to the following:
  - 1. Prior to adopting a tentative master teacher schedule for the ensuing year, the principal/supervisor will communicate with teachers in his/her building/department with regard to such schedule.
  - 2. Such communication shall include consideration regarding specific courses to be taught, grade level, number of different courses, nonacademic assignments, changes in grade or subject assignment, building assignments etc.
  - 3. The proposals and suggestions of teachers will be given major consideration by the principal/supervisor in completing the master teaching schedule.
  - 4. All changes in teacher assignments in the same building or department from year to year shall be voluntary to the extent possible.
  - 5. 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.
- Q. 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.
- R. A special education student may be placed into a regular classroom in accordance with state and federal placement procedures. Receiving regular classroom teachers will be involved or advised prior to class assignment. Both special education and general education teachers may offer suggestions relative to the placement of such students. Teachers will be advised of summer special education enrollees by the first day of the succeeding school year.

- S. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.
- T. 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 auxiliary personnel, such as media specialists, multimedia personnel, school psychologists and social workers, speech and language pathologists, counselors, reading specialists and special educators.
- U. 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.

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.
- V. 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 work place assignments. If problems arise with regard to work place assignment, the Executive Director of the BEA and the Assistant Superintendent for Personnel shall meet to attempt to resolve the issue.
- W. No general education teacher shall routinely be required to perform medical or hygienic procedures on a student.
- X. 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.

## ARTICLE VIII

### STAFFING

#### A. Qualifications:

The Board has the right to determine qualifications of teachers in keeping with State certification requirements, other applicable federal and state laws, and the needs of the instructional program. In determining qualifications, the following standards shall apply:

1. For the classroom teaching positions in grades K through 6, qualified shall be synonymous with certified.
2. In addition to being properly certified, classroom teachers in grades 7 through 12 must possess either a major or a minor in the subject area to be taught. Also, such teachers (in grades 9-12) must meet North Central requirements.
3. For positions other than in the regular classroom in grades K through 12 (i.e., art, music, skills for living, industrial arts, media specialists, modern language, bilingual, physical

education, counseling, and special education), qualified shall be synonymous with certified and/or endorsed except that "all subjects" certification does not apply to these areas.

4. Teachers of remedial reading and health education must meet State approval guidelines.
5. All special education teaching and itinerant staff shall possess credentials in accordance with federal and state rules.
6. Major or minor shall be defined as a designation by a college or university or an equivalency. Equivalency for a major shall be thirty (30) semester hours, and twenty (20) semester hours for a minor.
7. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification.

B. Vacancies:

A vacancy shall be defined as a permanent position within this bargaining unit that is newly created or one that was previously occupied by a teacher who was transferred, resigned, retired, placed on a leave of absence, or been laid off. Positions held by teachers utilizing sick leave days or the sick bank shall not be considered to be vacant.

1. During the school year, except after the time that the district wide reassignments are being made (generally, May and June), all vacancies shall be posted in school administrative offices for five (5) work days before a permanent assignment is made. The Association and Association Representatives in each building shall be forwarded copies of all postings.

Teaching vacancies that occur within twenty-five (25) days after the start of the school year will not be subject to the voluntary transfer language of this article.

2. Voluntary Transfer Requests:

Teachers wishing to voluntarily transfer to a specific posted position shall notify the personnel department by deadline listed on the posting. In addition, teachers wishing to voluntarily transfer to a specific building or subject assignment may notify the personnel department each year. All such notifications must be made in writing. Upon receipt of such notification, the personnel department shall notify the teacher of vacancies to which a transfer has been requested; and the teacher shall be given the opportunity to apply during the period of time posting is not required.

Two (2) year probationary teachers shall not be eligible for voluntary transfers during their probationary period. Four (4) year probationary teachers shall be eligible for voluntary transfer only at the conclusion of their second (2<sup>nd</sup>) year of probation, providing that the most recent evaluation received prior to the date of the transfer request is satisfactory and that they are not on temporary certification approval status. Exceptions to the above will be made for less than full time teachers whose transfer would result in being employed a greater number of hours or when it could be demonstrated that a voluntary transfer of the teacher would be in the best interest of the teacher and the Board.

3. Filling of Vacancies:

In filling vacancies, the Board will appoint the applicant with the best combination of the following attributes:

- a. relevant experience outside of the classroom
- b. academic preparation
- c. seniority in the District
- d. teaching experience
- e. positive evaluations and/or letters of recommendation
- f. ability and willingness to accept extra-curricular assignments
- g. educational needs of the building, as determined by the principal.

Normally an applicant with less seniority in the District shall not be awarded a position unless the attributes described above, shall be superior to applicant with greater seniority. Upon request, a teacher not awarded the position will be given an explanation of the reasons for the decision.

- 4. In determining reassignment of teachers who are to be involuntary transferred, who have requested voluntary transfer, or who are returning from leave of absence, the following procedures will be followed:
  - a. Teachers who, thus, wish or need reassignment shall be notified of vacancies for the next school year. The positions listed that are held by teachers wishing voluntary transfers shall be so identified; and notice shall be provided that if a satisfactory transfer is not completed, these teachers can withdraw voluntary transfers, which makes their then current positions no longer available to others.
  - b. Upon receipt of the listing of available positions, the teachers affected shall identify and/or rank their preferences of such positions.
  - c. Criteria utilized in determining teacher reassignment will be those set forth in Section B-3 of this Article.
  - d. When possible, teachers shall be notified of such tentative assignments for the following school year prior to the end of the then current year.
  - e. Tentative placements as the result of this process shall not result in the employment of a new teacher while qualified teachers remain laid off.

C. Involuntary Transfers:

Involuntary transfers of teachers may be necessary and/or desirable in order to accomplish the effective and efficient staffing of schools and programs. Prior to the date of an impending transfer, the teacher shall be notified of the date and reason for such transfer. The procedure described below will be followed in identifying those teachers who are to be transferred.

- 1. The Board may exempt a limited number of key teachers from involuntary transfer. It is understood that in order to apply the exemption, the Board will demonstrate that such exempted teachers hold a key co-curricular assignment and/or are intricately involved in the development or coordination of a program in that school. The maximum number of teachers who may be exempted in each building shall be determined as follows:

Elementary buildings  
Middle School buildings

2 exempted teachers  
3 exempted teachers

Senior High buildings

3 exempted teachers

- a. Sponsorship of the service or safety squads shall not constitute valid reason for exemption status per this Section so long as there are teachers in that building willing to perform these duties.
  - b. Notice of those to be exempted and the reasons for such exemptions shall be given to the Association in writing, prior to implementing the procedures set forth in Section B.4. of this Article. This understanding will be inoperative if such exempted teacher subsequently becomes unavailable for that assignment.
2. In the event that an involuntary transfer is necessary due to a reduction in staff, curriculum reorganization, or other causes except as defined in Section C.3. of this Article, teachers will be transferred in the following order: voluntary transfers, noncertified, probationary and tenure. In reaching decisions within these categories, the following criterion shall be followed in the order listed:
    - a. Qualifications as determined by:
      - aa. major (or minor, if the teacher is currently teaching at least 50% of his/her assignment in that area)
      - bb. areas of certification
    - b. Seniority in the District.
    - c. Written evaluations on file in the Personnel Office.
    - d. Outside teaching and grade level, subject, or special experience.
  3. When appropriate, involuntary transfers for the welfare of the concerned parties may be made.

**D. Reductions and Recall:**

In the event of a reduction in the number of teachers, they shall be laid off according to the following procedures:

1. Teachers may be laid off on a departmental basis. Departments are defined as elementary classroom (grades K-5), art, business education, counseling, modern language, skills for living, instrumental music, industrial arts, language arts, mathematics, media specialists, physical education, science, social studies, special education, remedial reading and vocal music.
2. The order of layoffs will be:
  - a. Noncertified teachers.
  - b. Probationary teachers (unless no qualified tenure teacher is available).
  - c. Tenure teachers.
3. In reaching a decision within categories, a, b, and c in 2, above, the following criteria will be followed in the order listed:
  - a. Qualifications as determined by:

- aa. Major (or minor, if the teacher is currently teaching at least 50% of his/her assignment in that area).
    - bb. Areas of certification
    - cc. Highly Qualified
  - b. Seniority in the District.
  - c. Teaching experience in the Birmingham Public Schools in the specific subject area/grade level or areas to be taught.
  - d. The employee's entire employment history with the district as contained in the employee's personnel file.
4. A teacher who is to be laid off from one department and who has the requisite qualifications for a position in a second department as defined in Section A. of this Article, shall have the right to replace another teacher in the second department having less seniority only if s/he has a major appropriate to such other department.
  5. A teacher to be laid off will be given notice at least 25 days prior to the date the layoff is to be effective.
  6. Teachers shall be recalled in reverse order of the procedure specified above.
  7. The parties agree a teacher's eligibility for recall shall terminate if s/he:
    - a. Accepts permanent employment within the public or private sector that is comparable or similar, or
    - b. Resigns or his/her employment by the Board otherwise terminates, or
    - c. Fails to respond to his/her recall notice within five (5) days of his/her receipt of such notice and/or fails to report to the teaching assignment s/he is recalled to, or
    - d. Lacks tenure status when his/her layoff becomes effective and s/he is not recalled by the conclusion of the ensuring school year or by the termination date of this Agreement, as set forth in Article XXII.
  - E. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to retain such rights as s/he may have had under this Agreement prior to such transfer to supervisory or executive status.
  - F. Seniority in the District for the purpose of this Article shall mean continuous permanent employment in the District as a certificated employee, but shall exclude all periods when the teacher was on leave of absence.



G. Staffing for the Autism Spectrum Disorder ("ASD") Program.

1. A teacher hired into the ASD Program shall not, during the teachers' first five (5) years of employment, be permitted to transfer out of the ASD Program.
2. Following the fifth year of employment, the teacher may seek to transfer to another position for which he/she is certified and qualified.
  - a. For each employee the district may declare a staffing emergency and postpone the transfer for one school year only. The following year the teacher shall be transferred to the first vacancy for which she/he is certified, is qualified, and has appropriate seniority.
  - b. During the first year following the transfer the teacher shall undergo the standard evaluation processes. Should the evaluator rate the teacher "needs improvement" or "unacceptable," the teacher may be transferred back to the first vacancy in the ASD Program.

ARTICLE IX

LEAVES OF ABSENCE

A. Childbearing and/or Childrearing Leave:

The Board will grant a leave of absence for maternity, adoption, or child care 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.

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 child care leave.

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 XVIII. Section F. shall apply.

B. 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 in such program. Such leave shall be extended for one (1) year at the request of the teacher.

C. 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 nonrequested 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.

D. 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.

E. 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.

F. 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.

G. A teacher on tenure 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.

H. 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. 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.

I. 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.

J. 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, provided s/he is otherwise qualified in accordance with the policy pertaining to advancement on the salary schedule.

K. 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.

## ARTICLE X

### 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.

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.

- D. 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 parties 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 XI

### DISCIPLINE

- A. In accordance with subsections 1, 2, and 3 of this section, no teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
  - 1. Discharge. In the case of a discharge, where a teacher has recourse through the Michigan Teacher Tenure Act, such teachers may grieve the discharge up to but not beyond the decision of the Superintendent.

2. Other Disciplinary Action. Disciplinary action taken against a teacher, which is not covered under the Michigan Teacher Tenure Act, shall be subject to the grievance procedure set forth in Article V.
  3. Probationary teacher dismissal shall be subject only to the provisions set forth in Article XXI, Section F, and shall not be subject to arbitration.
- B. A teacher shall at all times be entitled to have present a representative of the Association when s/he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance when such action is to be recorded in the form of a written report or when this occurs above the building level. 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.
- C. Personnel Files. A teacher shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Each teacher's personnel file shall contain but shall not be limited to the following:
1. All teacher evaluation reports.
  2. Copies of annual contracts.
  3. Teacher certificate.
  4. College placement material, including official transcripts.
  5. Tenure recommendation.
  6. Copies of official personnel action.
  7. Letters of commendation.
  8. Other materials mutually agreed-upon.

Further, teachers shall receive copies of all materials, with the exception of confidential materials, which are to be placed 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.

- D. Any complaints directed toward a teacher, which are placed in his/her personnel file, are to be promptly called to the teacher's attention in writing.

Any complaint which is to be used in a disciplinary action and/or grievance hearing must have been reported, in writing, to the teacher concerned within a reasonable period of time following the date of the complaint.

## ARTICLE XII

### 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 teacher requires that s/he be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the convictions of the citizenry be considered carefully 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 approves 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.

### ARTICLE XIII

#### TEACHER PROTECTIONS AND SAFEGUARDS

- A. 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.

- B. 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. Any case of assault upon a teacher related to or occurring while s/he is fulfilling his/her teaching or related responsibilities shall be promptly reported to the Board or its designated

representatives. The Board will provide legal counsel to advise the teacher of his/her 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.

- D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense provided the teacher's action was not contrary to the written policies and rules and regulations of the Board.
- E. 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. 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.
- G. 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. 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. A student's files (main office and counselors') shall be made available to teachers for professional purposes.

#### ARTICLE XIV

##### SEVERANCE PAY

- A. Service Credit Remuneration. Each teacher with a minimum of fifteen (15) consecutive years' service in the district shall upon resignation for the purpose of retirement, or resignation due to illness or death, receive payment of four hundred dollars (\$400) for each year's service to the district. In the event of death, the full service credit remuneration will be paid to the beneficiary of the teacher.

Consecutive years of service is defined as a continuous period during which time a teacher is employed by the Board of Education. Leave of absence will not count as credit toward the minimum fifteen (15) years of employment; 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 (MPERS).

Upon retirement, the teacher must take the initiative of notifying the Assistant Superintendent for Personnel if he/she is eligible for the service credit remuneration. The Assistant Superintendent for Personnel will check the official school records and forward to the teacher and to the Assistant Superintendent of Business Services the outcome. If a teacher is eligible, the Finance Department will determine the amount of service credit remuneration and inform the applicant.

Each eligible teacher shall also receive an additional two thousand dollars (\$2,000) if he/she submits a letter of resignation for the purpose of retirement more than one hundred twenty (120) calendar days prior to the effective date of his/her retirement.

- B. 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 shall receive payment of forty dollars (\$40) for each accumulated day up to a maximum of one hundred eighty (180) days.

For the 2008-2009 and 2009-2010 school years only, teachers who are laid off pursuant to Article VIII (D) and who meet the eligibility requirements above (minimum five years service and minimum of 30 accumulated sick leave days) shall have the option to receive payment for their accumulated sick leave days at the rate of forty dollars (\$40) per day. Should teachers electing this option be recalled, they would return to active employment without any accumulated days. Teachers who elect not to exercise this option will maintain their accumulated days should they be recalled to the district. The option must be exercised within ninety (90) days of the end of the school year in which the teacher was laid off. Teachers laid off in 2009-2010 can exercise their option through the end of September 2010.

## ARTICLE XV

### JOINT STUDIES COMMITTEES

- A. Joint studies committees may be established composed of representatives selected by the Board and teachers selected by the Association.
  - 1. 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.
  - 2. The Board shall provide reasonable and necessary clerical assistance for such committees.
- B. District wide curriculum committees 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.
- C. 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.

- D. The Education Council shall include an equal number of teachers and administrators. The Association shall appoint teacher representatives.

## ARTICLE XVI

### TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. First and second year probationary teachers shall be evaluated at least two (2) times during the school year. Third and Fourth year probationary teachers shall be evaluated a minimum of once per year. Tenure teachers shall be evaluated at least every three (3) years. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive written notification and statement of charges from the Superintendent or his/her designee advising them of their rights under the Tenure Act for a hearing and appeal. A complaint by a teacher relative to the procedural matters set forth in the "Birmingham Public School Plan for the Evaluation of Personnel", September 1996, revised, shall be subject to Article V of this Agreement.
- B. In addition to the procedures outlined in the "Birmingham Public School Plan for the Evaluation of Personnel", September 1996, revised, the following guidelines shall be adhered to during the teacher evaluation process:
1. In the event a negative evaluation contains a recommendation for dismissal, the evaluator shall have notified the evaluatee of the problem(s) as early in the evaluation period as such problems are identified.
  2. Upon the request of a teacher, the Superintendent shall, with the mutual agreement of the teacher, appoint two (2) additional administrators to conduct independent evaluations of the teacher's performance. Such additional evaluations shall be appended to the written evaluation completed by the teacher's immediate supervisor.
  3. In the event that the evaluator identifies problem areas, which may result in dismissal, controlled evaluation, or disciplinary action, the following procedures shall be implemented:
    - a. The supervisor will assist the teacher in the development of a written plan to improve performance in the areas identified.
    - b. At the request of the teacher, the supervisor will assist the teacher in acquiring the resources that may be necessary to alleviate the problems. Such resources may include printed materials, other teachers who have overcome similar problems, central office administrators and/or other building administrators with expertise in the problem area, etc.
    - c. The teacher and the supervisor shall meet twice monthly to discuss the teacher's progress. Meetings may be scheduled more frequently upon mutual agreement.
- C. The evaluation of a teacher will be based upon procedures and guidelines as detailed in the "Birmingham Public School Plan for the Evaluation of Personnel Revised September 1996" and other mutually agreed-to criteria.



- D. For the purposes of evaluation of a teacher's performance, all monitoring or observation of the work of a teacher shall be conducted openly with the full knowledge of the teacher before, during, and after the school day. The use of surveillance devices in the teaching environment during instruction shall be strictly prohibited unless written consent is given by the teacher. This provision applies to surveillance performed by or obtained from third parties in the evaluation process.
- E. If the teacher requests release time of peers to assist in the self-evaluation process as described in the "Birmingham Public School Plan for the Evaluation of Personnel", such reasonable requests will be granted within the budget limitations as determined by the Board.
- F. In the event a probationary teacher is recommended not to be continued in employment, the Administration will advise the teacher of the reasons therefore in writing no later than the third (3rd) Friday in March if the proposed effective date of the dismissal is the end of the school year or at least sixty (60) days prior to the proposed effective date of the dismissal if such date is other than the end of the school year.

Prior to Board action on the dismissal of a probationary teacher, the affected teacher may appeal such dismissal to a committee composed of the following: one (1) administrator other than the administrator recommending the dismissal appointed by the Superintendent, one (1) teacher appointed by the probationary teacher, and one (1) administrator mutually agreed-to by the probationary teacher and the Superintendent. The committee will review the case and make a recommendation to the Board of Education. Such dismissal may also be later appealed to a committee of the Board of Education.

## ARTICLE XVII

### SICK LEAVE DAYS, SICK LEAVE BANK, AND PERSONAL BUSINESS DAYS

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.

- A. Sick Leave Days. Each teacher shall be allowed twelve (12) sick leave days for each school year without loss of pay.
  - 1. All sick leave days accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by said 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.
  - 2. Sick leave days may be accumulated to a total of one hundred ninety one and one half (191.5) days.
  - 3. Sick leave days shall be granted for the following reasons:
    - a. Serious 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. The parties agree such a teacher may be subject to examination by the Board's physician.
- 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, or parent.
  - d. 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 be defined as father, mother, sister, brother, spouse, child, grandmother, grandfather, father-in-law, mother-in-law.
  - e. Such time as is necessary up to five (5) days for a death of a relative not listed in d. above or a friend.
  - f. Such time as is necessary up to twenty-five (25) days total per family per adoption for the exigencies associated with the adoption of a child.
4. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for:
- 1. Any administratively directed or suggested initial attendance at the Employee Assistance facility.
  - 2. Any administratively required medical evaluation.

- B. Sick Leave Bank. At the beginning of each school year, each teacher shall contribute one-half (1/2) day of his/her sick leave to the Sick Leave Bank. Any balance of sick bank days from previous years shall automatically carry over to the following year's sick bank. This program applies only to the disabling personal illness or injury of the teacher applicant, as set forth in Section A-3-a above. At the end of each school year the days that teachers have accumulated beyond 180 will be placed in the next year's common Sick Leave Bank.

In the event that sick bank days, as set forth above, are totally exhausted during a school year, the Board will provide additional sick days, as needed, to allow the continuation of the operation of the Sick Bank until the end of each school year. The Board's deposit shall be as needed, but shall be limited to a maximum of one-half (1/2) day for each full-time teacher employed by the Board at the time. Also, if any sick bank days contributed by the Board under this provision remain or have not been utilized as of the end of each school year they shall not be carried over or credited for any future period.

- 1. When a teacher has been absent due to illness or injury for five (5) school days within a school year due to the same or a directly-related disability subsequent to exhausting his/her sick leave days provided in Section A above, (or, at the teacher's option, when his/her sick leave days are depleted to three (3) days) s/he shall be eligible to apply to the Sick Leave Bank for coverage for the remaining school days of his/her disabling illness or injury until s/he is eligible for the Disability Insurance provided for in Article XVIII, E.3. The Sick Leave Bank benefits will be paid for the five (5) days waiting period after the teacher has been absent thirty-five (35) additional consecutive week days due to the same or a directly-related disability.
- 2. A teacher who draws from the Sick Bank is not obligated to repay such days.

3. A Sick Leave Bank Committee shall be established composed to two (2) teachers appointed by the Association and two (2) administrators appointed by the Superintendent. This Committee shall establish regulations and make decisions subject to the above-enumerated procedures and policy regarding the Sick Leave Bank.
  4. The Sick Leave Bank Committee's decision on all applications shall not be subject to the grievance procedure set forth in Article V.
  5. A teacher will not be eligible for more than one hundred eight-five (185) days during any three (3) consecutive school years.
- C. Personal Business Days. Three (3) sick leave days a year may be used for personal business. Additional personal business days may be granted the Superintendent. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.
1. 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.
  2. 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.
  3. Application for personal business leave shall be made 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.
- D. Required Religious Observance: Upon application, a teacher will be granted up to two (2) days per school year for required religious observance; i.e., those observances 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 personnel 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.

The two (2) days when taken shall not be charged against the teacher's personal sick leave accumulation. Any days taken for additional religious observance described above will be deducted from the employee's sick leave days as defined and provided for in Section A above.

- E. A teacher must fill out an absence report form when s/he returns from an absence.

- F. The Board and Association agrees that the reasons set forth in Section A and C of this Article relating to the appropriate reasons for use of sick leave and personal business 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.
- G. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act (Workers' Compensation) shall receive 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. Should a teacher not have sufficient sick leave days to assure a minimum of one hundred eighty-five (185) days, she/he will receive days from the Sick Leave Bank to cover the difference to a maximum of one hundred eighty-five (185) days or to the end of the disability period, whichever occurs first. The waiting period of five (5) days for the Sick Leave Bank will be waived for this purpose.
- H. Personal excused absences, without payroll or sick leave days deductions, may be authorized by the Superintendent.
- I. 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.

### ARTICLE XVIII

#### COMPENSATION AND INSURANCE PROGRAMS

- A. The parties hereby adopt the Teachers' Salary Schedules that are set forth in Appendices A – A1, attached hereto and made a part hereof. Each teacher with a seniority date prior to those listed below for each year designated shall receive an additional \$1,100 service credit allowance to be paid in accordance with normal payroll procedures.

2008-09  
2009-10

School Year - October 1, 1988  
School Year - October 1, 1989

- B. The parties hereby adopt the supplemental pay schedule that is set forth in Appendix B, attached hereto and made a part hereof. The parties further agree that this schedule shall be effective from the date of this agreement through June 30, 2010.
- C. Special Compensation Provisions
  - 1. A secondary teacher will be compensated at twenty percent (20%) of the Appendix A Step I rate of his/her salary level 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.
  - 2. A teacher will be compensated at \$27 per period if he/she is required to substitute for a teacher during his/her conference or planning period. An assignment during the conference period should be voluntary except when no other teacher is available, and in such case it can be assigned.

For purposes of this section a full class assignment shall be defined as a "half (½) block" at the high school level and as a period of thirty (30) minutes or more at all other sites.

3. A high school teacher 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.
  4. 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.
  5. When the Board compensates a teacher for voluntary attendance at professional development/curriculum activities it shall be at the regular substitute teacher rate.
- D. 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.

E. Compensation and Insurance Programs

(See Addendum: Health Benefits Provision For The 2009-2010 Plan Years, last page of this contract – re: special provisions for 2009-2010)

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 domestic partners as defined in Appendix F) with a flexible benefits account (hereinafter, "flex account") under the district's cafeteria plan from which to purchase health benefits. The district will make the premium payments from each teacher's flex account.

Each eligible teacher who makes timely application for health benefits or for cash in lieu of health benefits will be given a flex account in one of the following amounts (beginning with the calendar year 2005):

- 1) Choosing the option to health benefits (Article XVIII, Section E.6)
  - (1) \$ 2,400 for electing to receive cash in lieu of the health benefit;
- 2) Choosing the health plan - MESSA Choices: (For the 2010 plan year, the \$10 rider has been added)
  - (2) \$ 6,833 for electing single subscriber health benefits;
  - (3) \$15,441 for electing two person subscriber health benefits;
  - (4) \$16,969 for electing full family subscriber health benefits.

If a teacher chooses option (1) above s/he may choose to receive part or all of the specified amount as a direct taxable cash payment or as a tax deferred annuity (TDA). A teacher electing option (1) may also use part or all of that amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

If a teacher chooses the MESSA Choices Plan, elects option (2), (3) or (4) and there is any cash remaining in the cash account after the purchase, such cash shall be carried forward by the board for the next year as a "reserve" to be used against succeeding year premium increases. If the premium increase in the following year does not exceed the money allotted for that year, any remaining cash shall be carried forward by the board into the next year, as stated above. If the premium increase exceeds the cash account for a given year, or exceeds the cash account plus any reserve amount, the employee shall pay the excess increase.

For the duration of this agreement, the flex account amounts in options (2) through (4) will be increased by four percent (4%) annually.

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 September open enrollment period.

#### 1. Hospital-Surgical-Medical Benefits

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 for the 2009 plan year
- b. MESSA Choices with the \$10 office visit rider for the 2010 plan year

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.

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.

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

#### 2. Life Insurance

A full-time teacher under contract shall be provided \$45,000 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.

#### 3. Disability Insurance

Disability insurance shall be provided and would only become effective after 270 days of disability and will continue until age 65 (in conformance with age discrimination laws). This coverage shall be for 66-2/3% of monthly salary to a maximum of \$5,000 per month. This coverage shall remain in effect during the duration of this Agreement.

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.

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 XIV of this Agreement.

#### 4. Dental Insurance

The Board will provide dental insurance coverage to each full-time and eligible teacher (inclusive of domestic partners as defined in Appendix F) 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, periodontic.
- 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.

#### Orthodontics

\$1,000 lifetime maximum per eligible dependent.

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

- g. 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.

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.

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

The Association also agrees a teacher's coverage will terminate at the end of the calendar month during which the teacher's retirement, resignation, termination or layoff becomes effective.

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

- 5. Vision Care Program. The Board shall provide each eligible teacher and dependents (inclusive of domestic partners as defined in Appendix F) with Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80.

This coverage will have an annual eye exam and an annual replacement of eye glasses/frames or contact lenses as specified under the Blue Cross and Blue Shield of Michigan Vision Care Benefit Series A-80.

6. Option to Hospital-Surgical-Medical Insurance Benefit

For the duration of this agreement and as an option to the Health Benefits plan, specified in subsection 1 of Article XVIII, Section E, 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 E. 1 above. The teacher may elect to take this stipend in accordance with the Cafeteria Plan as established.

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 XVIII, E.1 above, the other shall choose this option.

This section (Article XVIII, E.6.) 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 XVIII, E.1.

- F. During the term of this Agreement, a teacher on a leave of absence due to an illness or injury may continue receiving the hospitalization and life insurance coverages set forth in Article XVIII, E.1. and 2., above, and remain under group coverage on a twelve (12) months cash payment agreement. During such time the teacher shall be responsible for submitting the monthly premium payments directly to the Board.

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 set forth in Article XVIII, E.1. and 2, 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.

During the term of this Agreement, a teacher on another type leave of absence may continue receiving the hospitalization and life insurance coverages set forth in Article XVIII, E.1. and 2., above, and remain under group coverage on a three (3) months (or twelve (12) month with approval of the carrier) cash payment agreement. During such time the teacher shall be responsible for submitting the monthly premium payments directly to the Board.

- G. 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 Article XVIII, E., above, through the month of August of the year in which the layoff occurred

Beginning with the following September, a laid off teacher may continue receiving the hospitalization and life insurance coverages set forth in Article XVIII, E.1. and 2., above, on a twelve (12) months cash payment agreement. During such time the teacher shall be responsible for submitting the monthly premium payments directly to the Board.

- H. For the purpose of Section E. of this Article, all references to full time teachers shall mean those that are contracted to work one-half of the normal duty load or more.

Beginning July 1, 1992, all teachers hired after that date that are contracted to work less than full time will be required to pay the pro-rata share of his/her health insurance premium commensurate with the percentage of time for which the teacher does not work (e.g., 70% contract requires 30% payment of health insurance premium) or, at the teacher's option, receive the pro-rata share of the option to health insurance tax deferred annuity amount commensurate with the percentage of time the teacher works (e.g., 70% contract results in receipt of 70% of the option amount).

## ARTICLE XIX

### 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 2009-10 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 XX

### 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 XIX, 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 XXI

### 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. 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 improving the parties relationship. Five (5) school days prior to such meetings, the parties shall exchange in writing the topics they desire to be covered.
- C. The Board agrees to provide payroll deductions for those items requiring them as approved in writing by a teacher. Salary and other pay for teachers will be paid and posted by direct deposit, with all payment vouchers provided on line rather than through printed copy beginning with the first pay period following September 1, 2010.

Note: The District has agreed to provide question and answer sessions for all staff prior to the end of the 2008/2009 and 2009/2010 school years.

- D. Within thirty (30) days after the parties sign this Agreement, the Board will provide the Association fifty (50) copies. This Agreement will be posted and made electronically available on the District's "I" drive.
- E. 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.

- F. 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.
- G. 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 P, and Article VIII of this Agreement.
- H. Salary Schedule Change of Status Effective Dates. 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.

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 XVIII, Section A, Appendix A) to the Personnel Department.

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

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.

- I. 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 summer school programs under the direction of the Board. Teachers in the ASD Program who apply for teaching positions in the summer ASD Program will be provided the first opportunity to those positions. Those teachers who have served in the ASD summer program in previous years shall be provided the next opportunity to fill teaching assignments in the ASD Program.

Experience within the Birmingham school system will be the controlling factor in the instances when all other qualifications of applicants are equal.

- J. 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.

- K. The 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 week days (excluding Saturdays and Sundays) from the first teacher day to the last teacher day of the school year (method a.). 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 work days for that year to determine the amount of remuneration method (b.). Summer per diem shall be based upon the per diem salary of the preceding school year and will be calculated using method (a.) as described above.
- L. Upon request and demonstration of need, a teacher shall, at board expense, receive the series of Hepatitis B vaccinations.

## ARTICLE XXII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until 11:59 PM, June 30, 2010. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2010, 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 \_\_\_\_\_  
Maureen Martin  
President

By \_\_\_\_\_  
Steven Amberg  
Executive Director

#### BEA Negotiating Committee

By \_\_\_\_\_  
Scott Craig

By \_\_\_\_\_  
Amy Denys

By \_\_\_\_\_  
Dominick Perrone

By \_\_\_\_\_  
Jay Smith

By \_\_\_\_\_  
Robyn Tarnow

By \_\_\_\_\_  
Scott Warrow

#### Birmingham Board of Education:

By \_\_\_\_\_  
Geri Rinschler  
President

By \_\_\_\_\_  
Susan Hill  
Secretary

By \_\_\_\_\_  
Dr. David Larson  
Superintendent

By \_\_\_\_\_  
M. Jon Dean  
Assistant Superintendent HR

APPENDIX A  
2008-2009 TEACHERS' SALARY SCHEDULE

Salary Step	Level I BA	Level II BA + 15	Level III MA	Level IV MA + 15	Level V MA + 30
1	\$40,202	\$41,727	\$43,768	\$45,171	\$46,114
2	\$42,652	\$44,221	\$46,911	\$48,312	\$49,269
3	\$45,251	\$46,864	\$50,286	\$51,672	\$52,644
4	\$48,010	\$49,669	\$53,892	\$55,262	\$56,249
5	\$50,938	\$52,636	\$57,760	\$59,106	\$60,097
6	\$54,041	\$55,787	\$61,909	\$63,214	\$64,215
7	\$57,332	\$59,108	\$66,350	\$67,610	\$68,609
8	\$60,828	\$62,658	\$71,116	\$72,314	\$73,304
9	\$64,533	\$66,404	\$76,222	\$77,339	\$78,323
10	\$68,464	\$70,365	\$81,694	\$82,720	\$83,681
11	\$70,907	\$72,878	\$84,612	\$85,671	\$86,669

Teachers with Ph. D./Ed. D. degrees shall also receive, as regular salary, the difference between the Level IV and Level V salary amounts at their respective steps.

# APPENDIX A 1

## 2009-2010 TEACHERS' SALARY SCHEDULE w/ 1%

Salary Step	Level I BA	Level II BA + 15	Level III MA	Level IV MA + 15	Level V MA + 30
1	\$40,604	\$42,144	\$44,206	\$45,623	\$46,575
2	\$43,079	\$44,663	\$47,381	\$48,795	\$49,761
3	\$45,704	\$47,333	\$50,789	\$52,188	\$53,171
4	\$48,490	\$50,165	\$54,430	\$55,815	\$56,811
5	\$51,448	\$53,163	\$58,337	\$59,697	\$60,698
6	\$54,581	\$56,345	\$62,528	\$63,849	\$64,857
7	\$57,905	\$59,699	\$67,013	\$68,287	\$69,295
8	\$61,437	\$63,285	\$71,827	\$73,037	\$74,037
9	\$65,178	\$67,069	\$76,984	\$78,112	\$79,107
10	\$69,148	\$71,068	\$82,511	\$83,547	\$84,517
11	\$71,616	\$73,607	\$85,458	\$86,528	\$87,536

Teachers with Ph. D./Ed. D. degrees shall also receive, as regular salary, the difference between the Level IV and Level V salary amounts at their respective steps.

### .3% SALARY PAYMENT/OFF SCHEDULE FOR TEACHERS AT TOP OF SALARY SCHEDULE

BA	\$215.00
BA + 15	\$221.00
MA	\$256.00
MA + 15	\$260.00
MA + 30	\$263.00
PhD	\$266.00

Payable in the final paycheck of the 2009-10 school year

## APPENDIX B

### 2008-09 and 2009-2010 SUPPLEMENTAL PAY SCHEDULE

<u>EXPERIENCE</u>	<u>STEP</u>
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 in Birmingham. 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.

Beginning with the 2004 – 2005 school year, once the coaches and or sponsors affected by the asterisks (listed in the current Supplemental Pay Schedule) in the positions of:

1. Middle School Head Football
2. Middle School Head Male Swimming
3. Middle School Head Female Swimming
4. Middle School Assistant Football
5. High School Vocal Director of Musical

are no longer employed by the Board these asterisk designations shall be deleted.



2008- 09 and 2009-10 SUPPLEMENTAL PAY SCHEDULE

COACHES GROUPING – HIGH SCHOOL

I. A

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$5,024	\$5,358	\$5,695	\$6,024	\$6,364	\$6,699
2009-10	\$5,024	\$5,358	\$5,695	\$6,024	\$6,364	\$6,699

Head Varsity Football    Head Varsity Male Basketball    Head Varsity Female Basketball

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I. B

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$3,747	\$3,993	\$4,303	\$4,494	\$4,720	\$4,993
2009-10	\$3,747	\$3,993	\$4,303	\$4,494	\$4,720	\$4,993

Head Varsity Male Swimming  
Head Varsity Female Swimming  
Head Varsity Wrestling  
Head Varsity Male Track I  
Head Varsity Female Track  
Head Varsity Male Baseball  
Head Varsity Female Softball  
Head Varsity Female Volleyball

Head Varsity Female Gymnastics  
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)

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I. C

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$2,761	\$2,943	\$3,127	\$3,311	\$3,496	\$3,682
2009-10	\$2,761	\$2,943	\$3,127	\$3,311	\$3,496	\$3,682

Head Varsity Ski (co-ed)  
Head Varsity Male Cross County  
Head Varsity Female Cross County

Assistant Varsity Track  
Junior Varsity Baseball  
Junior Varsity Softball

Head Varsity Male Tennis  
Head Varsity Female Tennis  
Head Varsity Male Golf  
Head Varsity Female Golf  
Assistant Varsity Football (2)  
Junior Varsity Football (2)  
Assistant Varsity Basketball  
Junior Varsity Male Basketball  
Junior Varsity Female Basketball  
Assistant Varsity Male Swimming (Diving)  
Assistant Varsity Female Swimming (Diving)  
Assistant Varsity Male Swimming  
Assistant Varsity Female Swimming  
Assistant Varsity Male Track  
Assistant Varsity Female Track

Junior Varsity Male Soccer  
Junior Varsity Female Soccer  
Junior Varsity Volleyball  
Assistant Varsity Wrestling  
Assistant Varsity Male Lacrosse (Unified)  
Assistant Varsity Female Lacrosse (Unified)  
Assistant Varsity Hockey (Unified)  
Freshman Football  
Freshman Male Basketball  
Freshman Female Basketball  
Freshman Volleyball  
Freshman Baseball  
Freshman Softball  
Freshman Male Soccer  
Freshman Female Soccer

I. D

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,865	\$1,887	\$2,111	\$2,236	\$2,361	\$2,484
2009-10	\$1,865	\$1,887	\$2,111	\$2,236	\$2,361	\$2,484

Assistant Varsity Water Polo  
 Junior Varsity Male Golf  
 Junior Varsity Female Golf  
 Assistant Varsity Male Tennis

Assistant Varsity Female Tennis  
 Assistant Varsity Ski (co-ed)  
 Cheerleading (2 Fall, 1 Winter)  
 Pom Pon (1 Fall, 1 Winter)

COACHES GROUPINGS - MIDDLE SCHOOL/BCS

II. A MIDDLE SCHOOL

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,971	\$2,090	\$2,234	\$2,362	\$2,497	\$2,626
2009-10	\$1,971	\$2,090	\$2,234	\$2,362	\$2,497	\$2,626

Head Football (2) (MS only)\*  
 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

## II. B

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,793	\$1,911	\$2,030	\$2,151	\$2,270	\$2,389
2009-10	\$1,793	\$1,911	\$2,030	\$2,151	\$2,270	\$2,389
Assistant Football (2) (MS only)* Assistant Male Swimming Assistant Female Swimming			Assistant Wrestling Assistant Track (co-ed)			

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## II.A Intramurals\* Per Week:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2008-09	\$216	\$233	\$248	\$261	\$274	\$289
2009-10	\$216	\$233	\$248	\$261	\$274	\$289
Three non-designated High School Positions Three non-designated MS/BCS Three MS/BCS Male Basketball Three MS/BCS Female Basketball Two MS/BSC Volleyball						

Each position is authorized for a maximum of eight (8) weeks at four (4) day per week. Each of the non-designated positions will be designated at the discretion of each 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.

\*Coaches of these sports during the 1996 – 97 school year will continue to receive their remuneration based on the 1996 – 97 schedule classification placement for as long as they coach that sport.

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# ACTIVITIES GROUPING

A.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$3,489	\$3,722	\$3,953	\$4,194	\$4,419	\$4,651
2009-10	\$3,489	\$3,722	\$3,953	\$4,194	\$4,419	\$4,651

High School Debate Director  
High School Forensics Director

High School Director for Musical  
Head Teacher

B.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$2,936	\$3,134	\$3,329	\$3,523	\$3,722	\$3,917
2009-10	\$2,936	\$3,134	\$3,329	\$3,523	\$3,722	\$3,917

High School Vocal Music  
High School Symphony Orchestra  
High School Symphony Band Director

High School Assistant. Forensics Director (4)  
High School Assistant. Debate Director (3)  
High School Marching Band Director

C.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$2,204	\$2,350	\$2,499	\$2,646	\$2,789	\$2,936
2009-10	\$2,204	\$2,350	\$2,499	\$2,646	\$2,789	\$2,936

High School Vocal Director for Musical\*  
High School Yearbook  
High School Newspaper  
High School Student Government  
High School Senior Class Sponsor

Team Leader (Elementary Schools)  
BCS Team Coordinator (3)  
High School Vocal Ensembles  
High School Drama Director (per production)

D.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,837	\$1,959	\$2,080	\$2,205	\$2,325	\$2,448
2009-10	\$1,837	\$1,959	\$2,080	\$2,205	\$2,325	\$2,448

High School Junior Class Sponsor  
High School Assistant Band Director  
High School Assistant Marching Band Director

Middle School Band (2)  
Middle School Orchestra  
High School Orchestra Director for Musical

E.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,468	\$1,565	\$1,664	\$1,762	\$1,873	\$1,959
2009-10	\$1,468	\$1,565	\$1,664	\$1,762	\$1,873	\$1,959

High School Choreographer for Musical  
 High School 9th/10th Grade Drama (per production)  
 High School Sophomore Class Sponsor  
 High School Freshman Class Sponsor  
 High School Accompanist for Musical  
 High School Technical Director for Musical  
 High School Jazz Band  
 Middle School All-School Drama/Musical Production  
 Middle School Newspaper (without class)  
 Middle School Memory Book (without class)  
 Elementary Student Services

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F.	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$1,101	\$1,176	\$1,247	\$1,284	\$1,398	\$1,468
2009-10	\$1,101	\$1,176	\$1,247	\$1,284	\$1,398	\$1,468

High School Drama Technical Director (per production)  
 High School United Nations Club  
 High School National Honor Society  
 High School International Club  
 High School Drama Assistant I  
 High School Drama Assistant for Musical  
 High School Robotics  
 Middle School Newspaper (with class)  
 Middle School Vocal Music  
 Middle School Memory Book (with class)  
 Middle School/BCS Forensic Director  
 Middle School Student Government  
 Elementary Student Council  
 Elementary Vocal Music (per building)

G.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$916	\$980	\$1,042	\$1,101	\$1,163	\$1,224
2009-10	\$916	\$980	\$1,042	\$1,101	\$1,163	\$1,224

High School Club Sponsor and Activities  
 High School Color Guard Sponsor  
 Elementary Honors Choir (per building)

H.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$552	\$588	\$625	\$659	\$699	\$735
2009-10	\$552	\$588	\$625	\$659	\$699	\$735

High School Drama Assistant II  
 High School Drama Assistant for Musical II  
 Middle School Club Sponsor  
 Middle School Drama (per class, per semester with evening production)  
 Elementary School Musical (per building)  
 Elementary Non-Athletic Teams Supervisors (3)

I.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2008-09	\$533	\$558	\$594	\$629	\$663	\$699
2009-10	\$533	\$558	\$594	\$629	\$663	\$699

Elementary Instrumental Music (per building) (for those who performed these duties during the 2003-2004 school year).

Elementary Band and Elementary Orchestra (entire assignment) (for those new to the position effective 2004-2005)

J.

2008-09	\$32.95	2009-10	\$32.95
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Middle School After School Media      Middle School After School Computer Lab  
 BCS Extended Day Activities

K.

2008-09	\$63.40	2009-10	\$63.40
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Elementary Camp - per overnight

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

\*The Vocal director during the 1996 – 97 school year will continue to receive remuneration based on the 1996 – 97 schedule classification placement for as long as he/she remains in that position.

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

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 above.

#### 'HIGH SCHOOL TESTING CENTER SUPERVISOR \$1,500 PER TRIMESTER

\*The testing center will provide one, seventy (70) minute session per school day. The teacher and high school principal will mutually agree to the time of the sessions, before or after school.



## APPENDIX C

### SCHOOL CALENDAR

Teachers will be provided with two "days-by-arrangement".

These days-by-arrangement will be provided as follows:

1. Each teacher will have two "days-by-arrangement" that s/he may take during the school year on a "first come first serve basis."
2. Use of these days must be arranged through the office of the assistant superintendent for personnel. Because of the need to ensure continuity in the school year and to meet any need for substitute service, the assistant superintendent for personnel must approve these days and will establish the procedures to be followed and the number of teachers who may use a day by arrangement on a given school day during the school year. The assistant superintendent for personnel will establish the procedures, in consultation with the BEA Executive Director. 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."
3. These "days-by-arrangement" must be used during the then current school year and may not be carried forward into any succeeding school year.
4. "Days-by-arrangement" will be charged in full day increments.
5. 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.

APPENDIX C  
2008- 2009 CALENDAR  
BIRMINGHAM PUBLIC SCHOOLS

First Semester

Tuesday, August 26, 2008	Teachers Report for Professional Development (AM) Teacher Preparation (PM)
Wednesday, August 27, 2008	Teachers report for Professional Development (AM/PM)
Tuesday, September 2, 2008	Students Report (Full Day) Beginning of First Quarter and First Trimester
October 14-30, 2008	Elementary and Middle School MEAP testing 9 <sup>th</sup> grade MEAP Social Studies (October 23)
Wednesday and Thursday October 22 and 23, 2008	Groves High School Conferences, 4-7 PM
Monday, November 3, 2008	End of First Quarter for Elementary, BCS and Middle School
Tuesday, November 4, 2008	No School for Elementary, BCS, and Middle School Records Preparation (AM/PM) High School Students Attend AM Only Teacher Preparation (PM)
Tuesday, November 11, 2008	Kindergarten Conferences (AM/PM) Kindergarten Classes in Session
Wednesday, November 12, 2008	Kindergarten Conferences (AM/PM) Kindergarten Classes in Session Elementary and BCS Conferences, 5-8 PM Students Attend Full Day
Thursday, November 13, 2008	Elementary and BCS Conferences, 1-4 PM and 5-8 PM Elementary and BCS Students Attend AM Only
Tuesday, November 18, 2008	High School Students Attend Full Day with One Exam
Wednesday, November 19, 2008	Middle School Conferences, 1-4 PM and 5-8 PM Students Attend AM Only High School students Attend AM Only with Two Exams
Thursday, November 20, 2008	Middle School Conferences, 4-7 PM Students Attend Full Day High School Students Attend AM Only with Two Exams End of First Trimester for High School
Friday, November 21, 2008	No School for High School Records Preparation (AM) and Teacher Preparation (PM)
Wednesday, November 26, 2008	No School –Conference Compensation Day for Teachers

Thursday and Friday  
November 27 and 28, 2008

THANKSGIVING RECESS

Friday, December 19, 2008

WINTER RECESS (Begins at End of Day)

Monday, January 5, 2009

Classes Resume

Friday, January 16, 2009

End of Second Quarter for Elementary, BCS & Middle School

Second Semester

Monday, January 19, 2009

No School-Martin Luther King Day  
Elementary, BCS and Middle School Professional  
Development (AM); Records Preparation (AM)  
High School Professional Development (AM/PM)

Thursday, January 22, 2009

High School Conferences, 4-7 PM

Friday, February 13, 2009

MIDWINTER RECESS (Begins at End of Day)

Monday, February 23, 2009

Classes Resume

Wednesday, March 4, 2009

High School Students Attend Full Day with One Exam

Thursday, March 5, 2009

High School Students Attend AM Only with Two Exams  
Records Preparation (PM)

Friday, March 6, 2009

High School Students Attend AM Only with Two Exams  
End of Second Trimester for High School

Monday, March 9, 2009

No School for High School  
Records Preparation (AM) and Teacher Preparation (PM)

Tuesday, March 10, 2009

High School MME Testing – Grade 11  
No School for Grades 9, 10 and 12

Wednesday, and Thursday  
March 11 and 12, 2009

High School MME testing – Grade 11  
Late Start for Grades 9, 10 and 12

Thursday, March 26, 2009

End of Third Quarter for Elementary, BCS and Middle  
School

Friday, March 27, 2009

No School for Elementary, BCS and Middle School  
Elementary School Professional Development (AM/PM)  
BCS and Middle School Professional Development (PM)  
Records Preparation (PM)

Monday and Tuesday  
March 30 and 31, 2009

Kindergarten Conferences (AM/PM)  
Kindergarten Classes in Session

Wednesday and Thursday,  
April 1 and 2, 2009

Elementary and BCS Conferences, 1-4 PM and 5-8 PM  
Elementary and BCS Students Attend AM Only

Friday, April 3, 2009	SPRING RECESS (Begins at End of Day)
Monday, April 13, 2008	Classes Resume
Wednesday and Thursday, April 15 and 16, 2009	Middle School Conferences, 4-7 PM
Thursday, April 30, 2009	High School Conferences, 4-7 PM
Monday, May 25, 2009	No School – Memorial Day
Sunday, May 31, 2009	High School Graduation Ceremonies
Tuesday, June 9, 2009	High School Students Attend AM Only with Two Exams
Wednesday, June 10, 2009	High School Students Attend AM Only with Two Exams
Thursday, June 11, 2009	Last School Day – All Students Attend AM only High School Students Attend AM Only with One Exam
Friday, June 12, 2009	Conference Compensation Day for Teachers

Additional Information:

Rosh Hashanah – Begins sundown September 29, 2008 and ends sundown October 1, 2008  
Ramadan – Monday, September 1 through Wednesday, October 1, 2008  
Eid Al-Fitr – Thursday, October 2, 2008  
Yom Kippur – Thursday, October 9, 2008 (begins at sundown October 8, 2008)  
Chanukah – Wednesday, December 22 through December 29, 2008 (begins at sundown December 21, 2008)  
Chirstmas – Tuesday, December 25, 2008  
Ash Wednesday – Wednesday, February 25, 2009  
Good Friday, Friday, April 10, 2009  
Easter Sunday – Sunday, April 12, 2009  
Passover – Thursday, April 9 through Wednesday, April 15, 2009 (begins at sundown April 8, 2009)

APPENDIX C-2  
2009-2010 CALENDAR  
BIRMINGHAM PUBLIC SCHOOLS

Tuesday, September 1, 2009	Teachers Report for Professional Development (AM) Teacher Preparation (PM)
Wednesday, September 2, 2009	Teachers report for Professional Development (AM/PM)
Tuesday, September 8, 2009	Students Report (Full Day) Beginning of First Quarter and First Trimester
October 13-29, 2009	Elementary and Middle School MEAP testing 9 <sup>th</sup> grade MEAP Social Studies (October 22)
Wednesday and Thursday October 21 and 22 2009	High School Conferences, 4-7 PM
Thursday, November 5, 2009	End of First Quarter for Elementary, BCS and Middle School
Friday, November 6, 2009	No School for Elementary, BCS, and Middle School Elementary and BCS Records Preparation (AM/PM) Middle School Professional Development (AM) and Records Preparation (PM)
Monday and Tuesday November 9 and 10, 2009	Kindergarten Conferences (AM/PM) Kindergarten Classes in Session
Wednesday, November 11, 2009	Elementary and BCS Conferences, 1-4 and 5-8 PM Elementary and BCS Students Attend AM Only
Wednesday, November 18, 2009	Middle School Conferences, 1-4 PM and 5-8 PM Middle School Students Attend AM Only
Thursday, November 19, 2009	Middle School Conferences, 4-7 PM Students Attend Full Day
Friday, November 20, 2009	Records Preparation (AM) and Teacher Preparation (PM)
Monday, November 23, 2009	High School Students Attend AM Only with Two Exams
Tuesday November 24, 2009	High School Students Attend AM Only with Two Exams End of First Trimester for High School
Wednesday, November 25, 2009	No School—Conference Compensation Day for Teachers

Thursday and Friday  
November 26 and 27, 2009

THANKSGIVING RECESS

Monday, November 30, 2009

No School for High School Students  
Records Preparation (AM) and Teacher Preparation (PM)

Friday, December 18, 2009

WINTER RECESS (Begins at the End of Day)

Monday, January 4, 2010

Classes Resume

Second Semester

Monday, January 18, 2010

No School for Students -Martin Luther King Day  
Professional Development, Building-Level PD (AM/PM)

Thursday, January 28, 2010

High School Conferences, 4-7 PM

Friday, January 29, 2010

End of Second Quarter for Elementary, BCS and Middle School  
Students Attend AM Only; Records Preparation (PM)

Friday, February 12, 2010

MIDWINTER RECESS (Begins at End of Day)

Monday, February 22, 2010

Classes Resume

Tuesday, March 9, 2010

High School MME Testing-Grade 11  
No School for Grades 9 and 10

Wednesday, and Thursday  
March 10 and 11, 2010

High School MME testing – Grade 11  
Late Start for Grades 9, 10 and 12

Tuesday, March 16, 2010

High School Students Attend Full Day with One Exam

Wednesday, March 17, 2010

High School Students AM Only with Two Exams

Thursday, March 18, 2010

High School Students Attend AM Only with Two Exams  
End of Second Trimester for High School

Friday, March 19, 2010	No School for High School Students Records Preparation (AM) and Teacher Preparation (PM)
Thursday, April 1, 2010	SPRING RECESS (Begins at End of Day)
Monday, April 12, 2010	Classes Resume
Thursday, April 15, 2010	End of Third Quarter for Elementary, BCS and Middle School
Monday and Tuesday April 19 and 20, 2010	Kindergarten Conferences (AM/PM) Kindergarten Classes in Session
Wednesday and Thursday April 21 and 22, 2010	Elementary and BCS Conferences, 1-4 PM and 5-8 PM Elementary and BCS Students Attend AM Only
Wednesday and Thursday April 28 and 29, 2010	Middle School Conferences, 4-7 PM
Thursday, May 13, 2010	High School Conferences, 4-7 PM
Monday, May 31, 2010	No School – Memorial Day
Sunday, June 6, 2010	High School Graduation Ceremonies
Wednesday, June 16, 2010	High School Students Attend AM Only with Two Exams
Thursday, June 17, 2010	High School Students Attend AM Only with Two Exams
Friday, June 18, 2010	Last School Day – All Students Attend AM Only High School Students Attend AM Only with One Exam Records Preparation (PM)
Monday, June 21, 2010	Conference Compensation Day for Teachers

Additional Information:

Ramadan – Saturday, August 22 through Saturday, September 19, 2009

Rosh Hashanah – Begins sundown September 18, 2009 and ends sundown September 20, 2009

Eid Al-Fitr – Sunday, September 20, 2009

Yom Kippur – Monday, September 28, 2009 (begins at sundown September 27)

Chanukah – Saturday, December 12 through December 19, 2009 (begins at sundown December 11,

Christmas – Friday, December 25, 2009

Ash Wednesday – Wednesday, February 17, 2010

Passover – Tuesday, March 30 through Monday, April 5, 2010 (begins at sundown March 29, 2010)

Good Friday, Friday, April 2, 2010

Easter Sunday – Sunday, April 4, 2010

## APPENDIX D

### FLEXIBLE HOURS STAFF DEVELOPMENT FOR BIRMINGHAM TEACHERS

#### BIRMINGHAM PUBLIC SCHOOLS 2008 – 2009 SCHOOL YEAR 2009 – 2010 SCHOOL YEAR

Each school year teachers will be required to complete professional development hours mandated by law. The District will provide some of these professional development hours as set forth in the school calendar towards meeting this requirement. Teachers are responsible to complete the difference in hours offered by the District and the hours mandated by law in accordance with the guidelines below:

#### PURPOSE OF FLEXIBLE HOURS STAFF DEVELOPMENT

Guidelines for acceptable use of staff development time have been established and are listed below. With those guidelines in mind, it is the purpose of this type of flexible staff development to accomplish the following:

- Provide individuals and small groups with the flexibility to determine appropriate staff development activities based upon their needs and district initiatives.
- Provide the flexibility for various forms of staff development including workshops, after-school training, conference attendance, or departmental, grade level or school projects.
- Link staff development directly to one's instructional responsibilities.
- Provide these options in an atmosphere of flexibility and choice with the intent of positively impacting student growth and achievement.

#### GUIDELINES

With the above stated purposes in mind, the guidelines for the acceptable use of flexible hours staff development are listed below. Any selected project, activity or workshop not provided by the district is to be approved by the principal or supervisor and must have the necessary forms completed. Guidelines include:

- A. For departmental or grade level projects, the pre-approved activity must be connected to...
  - Classroom instruction or one's core role if not a classroom teacher.
  - Anticipated student learning outcome in accord with BPS goals and standards.
  - Either current district/school initiatives or an approved new activity.
- B. School approved conferences or workshops on non-school hours or days may include...
  - ISD approved professional development activities.
  - Educational conferences at the state or national level (those hours which are outside of the normal school day).
  - District sponsored in-service conducted after school or on non-school days.\*
  - Off site workshops/conferences on relative and aligned topics
- C. Classes taken relating to instructional responsibilities credit for which cannot be applied toward salary schedule credit.



- D. Time spent serving on district, department, or school committees (outside the normal school day) relating to professional development as determined by the district over site committee (comprised of two (2) administrative representatives and two (2) BEA representatives).

#### LENGTH OF ACTIVITY

For each specific activity, project or training, the activity should be at least one hour in length, exclusive of breaks. Generally speaking, the one or two hour segments will take place in after-school staff development. A one-half day activity is generally considered to be equivalent to three hours. A full day is equivalent to six hours.

#### REPORTING PROCEDURE

Each individual activity is to be recorded in the district's reporting system (current e.g., KALPA) and submitted to the principal or supervisor in advance for his/her approval. Approval shall be granted for activities that meet the guidelines listed above. Teachers are responsible for assuring that their required hours are appropriately recorded no later than June 1.

#### NON-COMPLIANCE

Any requests that do not meet guidelines will be modified or not approved by the principal or supervisor. Responsibility for identifying appropriate activities, completing the (KALPA) portfolio and seeking administrative approval rests with the individual teacher. Failure to complete the necessary hours and document the hours properly on (KALPA) to be reviewed by the Office of Human Resources will result in salary deductions at the professional development/curriculum rate as cited in Article XVIII. C.5. No provisions will be made for make-up time subsequent to June 1 unless specific pre-approval is granted in writing by the principal and approved by the Assistant Superintendent for Human Resources, no later than May 1.

## APPENDIX E

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.

## APPENDIX F

### OTHER QUALIFIED ADULT

- A. For the purposes of this Appendix, “family” is defined to include Other Qualified Adults, (or OQA’s) as described below. In addition, under this Appendix, children and other relatives of OQA’s are to be treated in the same way as are children and other relatives of spouses and/or other family members. Any definition of “family” within this Appendix shall include OQA’s.
- B. Definition of Other Qualified Adult. For the purpose of this Appendix, an “Other Qualified Adult” is one whose financial and/or personal interests are connected to that of a bargaining unit member represented by the Association to an extent that would qualify this individual to be recognized by the collective bargaining agreement as a part of the member’s immediate family. An OQA must:
1. Be of legal age for entering into legal, binding, written business agreements.
  2. Not be eligible to be one of the bargaining unit member’s intestate heirs by virtue of being a blood relative.
  3. Have a personal financial arrangement with the member that meets at least two of criteria (a)-(d) and two of the criteria (e)-(i) that establishes the need for recognition of OQA status including:
    - a. Common ownership of the shared principle residence.
    - b. Joint checking account.
    - c. Joint credit account.
    - d. Joint credit card.
    - e. The member and OQA each has Durable Power of Attorney for financial management of the other.
    - f. Each has Durable Power of Attorney for health care for the other.
    - g. Shared responsibility for dependent minor children.
    - h. The member’s Will or Trust designates the OQA as primary beneficiary for the member’s employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member’s retirement contract (includes IRA’s, 401(k), 403(b) or any other pension plan held by the member.)
    - i. Both persons agree that by requesting OQA recognition that each is to be responsible for each other’s basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.
  4. Neither person is married to a different person; by either standard or common law
- C. A member and another person shall be recognized as having established “Other Qualified Adult” status on the basis of a financial relationship, when they have filed a notarized “Affadavit of Other Qualified Adult” status with the insurance carrier and school district and have received written confirmation from the district. An employee who provides false information in connection with obtaining benefits under this Appendix shall be liable for the costs of any premiums paid by the district or for any benefit services received by the QQA or the OQA’s children under this Appendix.
- D. Health care coverage shall include hospital-surgical-medical benefits.
- E. The Board shall pay the premiums for such health care coverage of OQA’s in a manner consistent with its payment of health insurance premiums enjoyed by the membership.

- F. State and or Federal Law may not recognize “Other Qualified Adults” as being qualified for tax-exempt status regarding the employer-paid benefit. Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as income on the employee’s W-2 form.

The OQA may, however, qualify as an IRS “Eligible Dependent” if more than half of the OQA’s support for the year comes from the employee, the member earns less than the IRS exemption amount, and the OQA is a member of the household maintained and occupied by the employee/member. An employee who believes his/her situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section; taxability, and furthermore, no employee should rely on information contained herein as being definitive on the subject, and should consult an attorney of his/her choice. A OQA’s minor children may meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, showing that the children meet these requirements.

- G. Birmingham Public Schools will keep records containing Other Qualified Adult confidential to the extent permitted by law.
- H. Employees will be required to submit an “Affidavit for Termination of Other Qualified Adults Benefits” (obtained from the district’s benefits office) if the relationship ends, has ended or if the OQA dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the OQA or the OQA’s children after they are no longer eligible to be covered. Benefit eligibility for the OQA partner will cease upon the OQA’s death or upon the date the OQA relationship ends, as stated on the “Affidavit for Termination of OQA Benefits.”
- I. In the event that an employee chooses to delete a OQA from her or his coverage s/he will not be eligible to add a new OQA until twelve (12) months have elapsed since the deletion of the former QQA and must satisfy ALL of the eligibility requirements set forth above.
- J. Because COBRA does not require that an employer provide continuation coverage benefits to other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA for any other such continuation coverage benefits to OQA partners. Oral representations that may be made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the OQA as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.
- K. This section (Appendix F) will remain in effect for the 2008-09 school year. Should, during the course of the year six (6) teachers obtain coverage under this section, the parties shall meet and confer (bargain) regarding extension of this section, and further, the District shall have the right to suspend application of this section to any teacher not already covered under this section (that is, beyond the six (6) already receiving coverage).

This section will continue in effect after the 2008-2009 school year unless either party requests to meet and confer (bargain) over its continuation. Should either party make such request, coverage under the provision would continue under this section until agreement is

reached or the section is otherwise eliminated through lawful impasse and implementation. Notwithstanding anything to the contrary, the district shall not be required to provide benefits under this section to more than six (6) teachers unless it otherwise agrees.

# AFFIDAVIT OF "OTHER QUALIFIED ADULT" ELIGIBILITY

Employer:	
Employee Name:	
Insurance Carrier ID Number:	
Other Qualified Adult Name:	
OQA Social Security Number:	

We declare, for purposes of obtaining group insurance coverage that we have an existing relationship that meets all of the criteria listed below:

1. We are both eighteen (18) years of age or older
2. We are not related by blood
3. Neither of us is married
4. We have a committed financial relationship that has existed for a least six months that is evidenced by the following (check all applicable): You must have a least two of the criteria listed (a)-(d) and two of the criteria listed (e)-(i).
  - a. Joint checking account \_\_\_\_\_
  - b. Joint credit account \_\_\_\_\_
  - c. Joint credit card \_\_\_\_\_
  - d. The member and OQA each has Durable Power of Attorney for financial management of the other \_\_\_\_\_
  - e. Each has Durable Power of Attorney for health care for the other \_\_\_\_\_
  - f. Shared responsibility for dependent minor children \_\_\_\_\_
  - g. The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-pied life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member). \_\_\_\_\_
  - h. Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expense. Both persons agree that anyone who is owed these expenses can collect from either. \_\_\_\_\_
  - i. Common ownership of the shared principal residence \_\_\_\_\_

We affirm that the information provided above is true. We understand and agree that if the information is not true, that we may be jointly and severally liable for the costs of the premiums paid by the district or for any benefit services received by the OQA or the OQA's children under such insurance coverage. We further agree to notify the insurance carrier and the school district within thirty (30) days if the relationship ends or if any of the above information is no longer in termination of all the insurance carrier coverage for the OQA and could result in liability for claims incurred during any period of coverage subsequent to changes in the relationship. The insurance carrier and the school district will agree to keep this Affidavit confidential to the extent permitted by law and will not disclose it without notice to the employee.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of Employee

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of OQA

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

APPENDIX G  
(Reference Article VII (A) (5))

The following table is provided as an overview of the four levels of independence in adult life roles just discussed. It may be a helpful, quick reference tool when determining a student's level of independence.

FOUR LEVELS OF INDEPENDENCE AT A GLANCE

	Full	Functional	Supported	
Factors	Independence	Independence	Independence	Participation
	4	3	2	1
Cognitive Ability	Students with disabilities who function in the <b>normal</b> range of intelligence	Students who have or function as if they have <b>mild</b> cognitive impairment	Students who have or function as if they have <b>moderate</b> cognitive impairment	Students who have or function as if they have <b>severe</b> cognitive impairment
Supports	Students capable of <b>fully independent</b> living	Students capable of meeting their own needs with <b>occasional assistance</b>	Students who require <b>ongoing support</b> in adult life roles	Students who require <b>extensive ongoing</b> support in adult life roles
Skills and Knowledge	Students who can <b>apply knowledge</b> to any task, problem, or activity	Students who can <b>assess their own strengths</b> and <b>access resources</b>	Students who can <b>follow learned routines</b> and <b>demonstrated skill</b> although they may be limited somewhat by their impairment	Students whose cognitive and physical <b>limitations significantly impair their ability</b> to generalize and transfer learning

In the event the standards are adjusted by the MDE, either party may request to bargain.

LETTER OF UNDERSTANDING  
TO ESTABLISH A STUDY TEAM TO DEVELOP  
PROPOSAL(S) REGARDING SCHOOL SCHEDULES

1. The Birmingham Public Schools ("BPS") and Birmingham Education Association ("BEA") agree as follows:
2. The parties will establish a long range study team comprised of BEA, BPS and community representatives. Community involvement will be determined by the BPS. The BPS and BEA will select their representatives to the study team pursuant to Article XV (A).
3. The charge of the study team will be to develop a proposal for the scheduling of the schools in the district to provide team planning for staff, and expanded educational opportunities for the students.

Any proposal(s) recommended by the study team must be ratified by the parties.

- a. The committee will submit its proposal for ratification to the parties by January 31, 2010.
- b. The parties must ratify the proposal no later than March 31, 2010. If agreement is not reached, the parties will continue negotiations.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



LETTER OF UNDERSTANDING  
REGARDING THE EXPLORE! AND ACTIVITIES  
AND ENRICHMENT PROGRAMS AT  
BERKSHIRE AND DERBY MIDDLE SCHOOLS

WHEREAS the Birmingham Public Schools ("BSP") and the Birmingham Education Association ("BEA") entered into a Letter of Understanding regarding the Explore! and Activities and Enrichment Programs in June 2007;

AND, WHEREAS the Letter of Understanding has expired and the parties are desirous of setting forth the terms and conditions under which the teaching staffs at Derby and Berkshire Middle Schools shall be provided team planning time and address other related issues;

NOW THEREFORE the parties agree as follows:

1. The Letter of Understanding executed June 14, 2007 establishing the Explore! program at Derby Middle School and the Activities and Enrichment Program at Berkshire Middle School will terminate effective the end of the 2008-09 school year.
2. The parties will establish a study team comprised of representatives of the BEA, BPS and community. Community involvement will be determined by BPS. The BEA and BPS will select their representatives to study team pursuant to Article XV (A).
3. The charge of the study team will be to establish an alternative program(s) for the Explore! and Activities and Enrichment Programs currently operating at Derby and Berkshire Middle Schools.
  - a) Any proposal recommended by the study team must be ratified by the parties before it may be implemented.
  - b) The target date for implementation is the start of the 2009-2010 school year.
  - c) At a minimum, the program must provide team planning time for the middle school teaching staffs; and a variety of educational opportunities for the students.
  - d) The study team will submit its proposal for ratification to the parties by May 31, 2009 for ratification by June 30, 2009.
  - e) If the proposal is not ratified, the parties will continue negotiations. In the interim, the June 2007 Letter of Understanding will be continued for the 2009-2010 school year.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING  
REGARDING THE 403(b) PROGRAM

The Birmingham Public Schools ("BPS") and Birmingham Education Association ("BEA") agree as follows:

1. The BPS and BEA agree to submit all bargainable issues regarding the 403(b) plan offered by the district to a bargaining team subcommittee. The current program will remain in effect through the 2009 benefit year.
2. Should the parties reach a Tentative Agreement, the agreement will be submitted for ratification by the parties.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING  
REGARDING THE INTERPRETATION AND APPLICATION OF  
ARTICLE VIII (E) OF THE AGREEMENT BETWEEN  
THE BIRMINGHAM BOARD OF EDUCATION AND  
BIRMINGHAM EDUCATION ASSOCIATION ("BEA")

WHEREAS, Article VIII (E) of the contract provides:

Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to retain such rights as s/he may have had under this Agreement prior to such transfer to supervisory or executive status.

AND WHEREAS, the parties are engaged in a dispute over the interpretation and application of the provision;

NOW THEREFORE, the parties agree to the following:

1. Seniority in the BEA bargaining unit is earned only while serving in a position within the bargaining unit.
2. A member of the bargaining unit who transfers or is otherwise assigned to a position (supervisory, executive, or other) not part of the bargaining unit shall retain the bargaining unit seniority earned while a member of the bargaining unit. Should the former member return to the bargaining unit, s/he shall be credited with the seniority s/he 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 department head position outside of the bargaining unit. When Member A returns to the bargaining unit, s/he shall be credited with ten (10) years seniority
3. 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.
4. The placement of an employee on the BEA salary schedule under the provisions of Article VIII (E) rests within the sole discretion of the school district.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING  
REGARDING ARTICLE VI (H) (I)  
PASSING TIME AND CLASS LENGTH FOR  
THE ELEMENTARY UNIFIED ARTS PROGRAM

The Birmingham Public Schools ("BPS") and Birmingham Education Association ("BEA") agree as follows:

1. The parties shall establish a study team composed of equal members of the BEA and BPS. Each party shall select the members for their organization.
2. The charge of the study team is to study and make recommendations to the parties regarding the scheduling of classes, the passing time between classes and the length of classes of the elementary unified arts program.
3. Any recommendation developed by the committee must be ratified by both parties to be implemented.
4. In the event the study team is unable to develop an acceptable alternative that is ratified by both parties, beginning with the 2009-2010 school year, the following provisions shall apply:
  - a. There will be a minimum of five (5) minutes between art classes.
  - b. There will be a minimum of five (5) minutes between all other unified arts classes.
  - c. Beginning with the 2009-10 school year in any semester when an art teacher is not provided ten (10) minutes passing time between classes, s/he will receive five hundred dollars (\$500) semester.
  - d. Should this Letter of Understanding continue past the 2009-10 school year, the amount to be paid will be increased two hundred fifty dollars (\$250) per semester to a maximum yearly payment to the teacher of two thousand dollars (\$2,000) per school year.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING  
REGARDING PROFESSIONAL LEARNING COMMUNITIES

The Birmingham Public Schools ("BPS") and the Birmingham Education Association ("BEA") agree as follows:

A Professional learning Community (PLC) is a collaborative professional development model grounded within a range of principles, processes, structures, and activities that have as their focus the development of the knowledge, values, relationships, and practices that will have a positive impact on the learning outcomes of all students. A PLC calls for professional learning that is collaborative, focused on the classroom, based on inquiry processes and supported by data collection and analysis. The PLC model recognizes the importance of input from staff, direction from administration, and shared/distributive leadership.

When designing professional learning for staff, planning needs to ensure that the learning is sustainable, that pedagogical change happens and student outcomes are improved. The PLC model may be applied to staff meetings, team periods (as described in Article VI, (B)(2)(e), building-level committees (for example, education council, advisory teams), and common planning opportunities.

It is understood the District is still in the early phases of incorporating PLC principles and practices into daily operations, procedures and routines, and problems in such implementation are likely to arise. The parties encourage open dialogue between administrators and teachers in this process to promote a shared understanding of PLC methodology. It is further understood and agreed that the scheduling and use of staff meetings, team periods, building-level committees, and common planning opportunities shall comply with the provisions of the master agreement. Specifically with respect to teachers' preparation/planning time, building administrators shall ensure that the number of their meetings with teachers during such times is reasonable and that the times for such meetings are agreed upon mutually. Teacher(s) may request a meeting with the Association leadership and deputy superintendent if the teacher(s) believe the number of requests to meet is limiting their right to adequate planning/preparation time as provided for in the master agreement.

This Letter of Understanding will end on June 30, 2010.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ADDENDUM: HEALTH BENEFITS PROVISION FOR THE 2008/09 AND 2009/2010  
PLAN YEARS

For the years 2008-09 and 2009-10, the language in Article XVIII, Section E, regarding hospital-medical-surgical benefits including the provisions for flexible spending accounts (aka, cash accounts) and the provisions for the annual 4% cap on the increase in the amount that the Board contributes to the cash accounts, shall continue in effect. For each of the two years of this agreement, the Board agrees to increase the amount of the cash accounts, for teachers who have elected MESSA Choices in the following amounts.

Effective the start of the 2009-10 school year, the coverage will include the \$10 office visit rider.

For the 2008-2009 school year and the 2009 benefit year, the costs to individual teachers will be the following:

- Single Subscriber: \$233
- 2 Person Subscribers: \$475
- Full Family Subscribers: \$709

\*For the 2009-10 school year and the 2010 benefit year, the costs to individual teachers will be the following:

- Single Subscriber: \$22
- 2 Person Subscribers: \$44
- Full Family Subscribers: \$66

At the conclusion of the 2009-10 school year (June 30, 2010), the Board shall return to increasing future cash account amounts by 4% using the following cash account amounts, \$6,833 for single subscribers, \$15,441 for 2 person subscribers, and \$16,969 for full family subscribers. Payment for all new future health premium increases above the 4% cash account increase shall be borne by each individual teacher pursuant to Article XVIII, Section E. The parties acknowledge that future arrangements regarding the provision of health benefits in Article XVIII, Section E, are subject to negotiations for a successor collective bargaining agreement for 2010-11.

The district shall provide a statement of the flex account to the Association for each year of the Agreement.

PROPOSED HIGH SCHOOL TRIMESTER AGREEMENT  
between the  
BIRMINGHAM BOARD OF EDUCATION  
and the  
BIRMINGHAM EDUCATION ASSOCIATION

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ARTICLE VI  
TEACHING HOURS AND CLASS LOAD

Section A. No Change.

Section B.1. No Change

Section B.2. The parties agree that the current language in these provisions is set aside until such time as financial conditions in the district permit the board, in its discretion, to reinstate the high school seven period day, at which time the provisions will become operative again.

Replace with the following:

Section B.2. Five (5) Period Trimester Schedule – High School

The high school schedule shall consist of three (3) trimesters of approximately twelve (12) weeks each, as set forth in the Appendix C calendars. The teacher's daily schedule shall consist of five (5) daily periods pursuant to the following terms and conditions:

- a. Teachers shall be assigned no more than four (4) academic periods a day. The periods shall be approximately 70 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.
- b. At least one (1) preparation period equal to the length of a class period shall be provided daily.
- c. Where of educational benefit to the educational program of the building, the teacher may be assigned a complementary education activity ("CEA") pursuant to Article VI, Section B.7, in lieu of an academic period.
- d. The administration will strive to assure that less than full time staff schedules comply with the above. The association shall be informed of any exceptions.
- e. Teachers will report up to two (2) days per week sixty (60) minutes before the first class period. One of these days shall be designated as a team period (subparagraph G). The other shall be designated as X/S&T Block. Teacher's duties during this time shall remain unassigned. Teachers may use this time to assist students, prepare lessons, or engage in other activities involving students or staff. These activities shall not be incorporated in any way in a teacher's evaluation. Science and math department staff will not schedule X/S&T block on the same day.

f. Team Period

- 1) A team period will be established no more than once per week for the sixty (60) minutes of the periods designated as X/S&T block for the purposes of collaborative activities as established by the team.
  - 2) It is generally intended that participation in the team period will be associated with the teacher's curricular responsibilities. Thus, each teacher upon mutual agreement with the principal, will be assigned up to two (2) teams related to the teacher's curricular responsibilities.
  - 3) At the request of a teacher and, upon the mutual agreement of the principal, a teacher may participate on a team in addition to those referred to in paragraph 2 above.
  - 4) Up to five (5) team periods may be utilized for needs other than those associated with paragraphs 2 and 3 above. (e.g. ninth grade transition activities). More team periods may be used in this manner upon mutual agreement of the parties.
  - 5) The teacher will have no responsibility for students during this team period.
  - 6) Aside from the normal responsibility for attendance and punctuality (as it is a portion of the regular teacher day) these team activities shall not be incorporated in any way in a teacher's evaluation.
  - 7) The concept will assure that no class will be of a longer duration than seventy three (73) 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.
  - 8) This agreement will not result in the loss of any established rights and privileges associated with all other assignment matters beyond this team period.
  - 9) Three (3) hours of these team periods will be counted toward the required hours of flexible staff development each year.
3. If financial circumstances or resources or other major influencing factors require alterations in the six period middle school schedule or the high school trimester structure, the parties agree to employ the same collaborative process used when adopting the trimester schedule. Should the Board determine to implement changes, the parties agree to meet and bargain the impact of such changes on members of the bargaining unit. The Board shall retain the option of reinstituting the high school (6) period day as follows:
- b. Six Period Day: High School
    1. No more than five (5) academic periods shall be assigned.
    2. At least one (2) preparation period shall be assigned.



4. A team taught course shall be defined as any course where a common group of students are assigned to two or more teachers. Such courses shall include excel, flex, team 9 English, World Studies and any other course that would qualify under this definition.

Such teachers will qualify for a three (3) class teaching load with team planning as a fourth daily assignment. If the district's financial circumstances dictate, the language in this section shall not be operative. The Board of Education will inform the Association of the need to implement this change by April 1 or the preceding school year. Should this occur, the teacher's responsibilities associated with this program will be altered accordingly.

The teachers assigned to team taught courses shall have their planning period scheduled in common.

During X/S&T block team when professional development meetings are scheduled for the purpose of curriculum planning, teachers assigned to teaching teams shall have the priority to meet with their teaching team.

No teacher shall be assigned to more than one (1) team taught course.

This shall not prohibit other teachers from receiving similar teaching load and planning considerations as a result of Education Council and Board of Education action.

5. The district will strive to provide teachers of English/Language Arts with no more than three (3) writing class assignments per semester. The courses deemed to be writing classes shall be recommended to the superintendent by Education Council through the English departments in consultation with the building principals. The average class size of each individual teacher's writing class(es) shall be twenty-five (25) students. Teachers assigned to two (2) 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.
6. The Board shall strive to schedule as few academic periods containing two (2) courses as possible. Upon each occurrence, the Association be informed prior to implementation.
7. Remains unchanged.
8. The administration, in consultation with the staff in each middle and/or high school, may decide to modify the daily schedule 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 for middle school teachers and four (4) instructional periods for high school teachers on those days the daily schedule is modified.

9. Remains unchanged.

#### C.1 Remains unchanged

C.2 The Board shall not assign more than three (3) different course preparations concurrently (e.g. 6-week course, 10-week course, semester, Trimester, marking period) and 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.

C.3 a and b Remains unchanged.

- c. Under the trimester schedule the provision will not apply. There may be a maximum of two (2) teachers per lunch period assigned to lunch room supervision at each of the two high schools in accordance with the following:

C.4. Remains unchanged.

C.5. Remains unchanged.

ARTICLE VII  
TEACHING CONDITIONS AND CLASS SIZE

Section A. 1. No Change.

Section A.2.a. No Change.

Section A.2.b. The maximum number of student contacts per day shall not exceed 160 for middle school and 128 for high school teachers except in P.E., Middle School Modern Language, and Study Hall.

The balance of Section A remains unchanged.

Sections B-L remains unchanged.

Section M, regarding Elementary Parent Teacher Conferences – Not Change.

Section M, change the Secondary Parent/Teacher Conferences language as follow:

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.

High School Parent/Teacher Conferences

High Schools shall schedule two (2) evening conferences of three (3) hours duration for the first trimester, and one (1) evening conference of three (3) hours duration in the second and in the third trimesters. The dates and times are set forth in the school calendar for the 2007-08 school year.

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

Sections N-X remains unchanged.

ARTICLE XVIII  
COMPENSATION AND INSURANCE PROGRAMS

Section C. Special Compensation Provisions

1. A secondary teacher will be compensated at twenty-five percent (25%) of the Appendix A Step 1 rate of his/her salary level 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 for middle school and four (4) class periods and/or four (4) class assignments for high school.
2. A middle school teacher will be compensated at \$27 per period and a high school teacher at \$40 per period if he/she is required to substitute for a teacher during his/her conference or planning periods. An assignment during the conference period should be voluntary except when no other teacher is available and in such case it can be assigned.

3-5 remain unchanged.

## INDEX

Academic Freedom .....	33	Long Term Disability Ins .....	43
Adoption Leave .....	30	Longevity Pay .....	41
Advisor/Advisee .....	17	Lounge Facilities .....	22
Agency Shop .....	4-6	Lunch Periods .....	17
Americans w/Disabilities Act .....	48	Maternity Disability .....	38
Arbitration .....	8-11	Medical/Hygienic Procedures .....	25
Assault .....	34	Meetings .....	11
Association Days .....	7	Negotiations .....	46
Association Rights .....	2- 7	Occupational Safety Act .....	23
Bereavement Leave .....	39	Option to Health Insurance .....	42
Block Schedules .....	12	Overload Compensation .....	41
Board Rights .....	7	Parent Teacher Conferences .....	23-24
CEAs .....	14-15	Part Time Teacher Insurance .....	46
Child Bearing/Rearing Leave .....	30	Pay for Unused Days .....	36
Class Size .....	20-21	Payroll Deduction .....	6,47
Classroom Temperature .....	25	Per Diem Remuneration .....	49
Conferences .....	24	Personal Business Days .....	38
Corporal Punishment .....	35	Personal Damage .....	35
Counselor Remuneration .....	42	Personnel Files .....	33
Curriculum Committees .....	36	Prep/Planning Periods .....	11,13,14,17
Curr. Development Remuneration .....	42	President's Release Time .....	7
Days by Arrangement (Appendix C) .....	62	Probationary Teacher .....	33,38
Dental Insurance .....	44	Professional Dev. Remuneration .....	42
Dept. Heads .....	29.80	Reductions/Recall .....	28-30
Disability Insurance .....	43	Religious Observance, required .....	40
Discharge/Discipline .....	32	Resignation .....	44
Domestic Partner Insurance.(Appendix F)....	72	Sabbatical Leave .....	32
Dues .....	4-6	Salary Schedule, Status Change .....	48
Duration .....	50	Salary Schedules .....	51-52
Early Final Exam Pay .....	42	School Calendars .....	63-68
Education Council .....	37	Seniority .....	29
Evaluation of Teachers .....	37-38	Severance Pay .....	35
Evening Meetings .....	18	Sick Leave .....	38-41
Faculty Advisory Committee .....	22	Special Education .....	22,24
Faculty Meetings .....	11	Staffing .....	25-30
Family Wellness Leave .....	31,39	Student Discipline .....	34
Freedom of Information Request .....	33	Student Placement (Special Ed) .....	21-22,24
Grievance Procedures .....	8-11	Substitute Remuneration .....	41
Health Insurance .....	42-43 23, 72-75, 83	Supplemental Pay Schedule .....	53-61
Hepatitis B Vaccinations .....	49	Teacher Assignments .....	24
Inclement Weather .....	23	Teaching Hours .....	11
Individual Education Plan (IEP) .....	18	Teaching Materials .....	22
Information Requests .....	3	Telephones .....	22
Insurance/Benefits .....	43-46	Transfers .....	26
Involuntary Transfers .....	27	Vacancies .....	26
Joint Studies Committees .....	36	Vision Insurance .....	45
Layoff Procedure .....	28-30	Visitors to the Classroom .....	25
Leaves of Absence .....	30-32	Workers' Compensation .....	41
Lesson Plans .....	24		
Life Insurance .....	43		