

AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and the

BIRMINGHAM EDUCATION ASSOCIATION

Covering the contracts negotiated for the periods of:

July 1, 2021 - June 30, 2023

Birmingham, Michigan



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AGREEMENT

This Agreement was entered into this 18th day of August, 2021, effective July 1, 2021 through June 30, 2023 between the SCHOOL DISTRICT OF THE CITY OF BIRMINGHAM / BIRMINGHAM PUBLIC SCHOOLS, Oakland County, Michigan (hereinafter referred to as the "Board") and the BIRMINGHAM EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

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 2018-19; 2019-20 and 2020-21 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. Board policies which affect teachers but whose provisions are not covered in this Agreement will be provided in writing to the Association five (5) school days prior to the first reading to permit the Association to address the Board of its view of the proposal. The Association may request the opportunity to review and discuss the proposed Board policy only with administrative staff prior to the first reading.

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 through but not beyond Level II.

- K. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of the Agreement shall apply equally to all teachers in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Board after it has satisfied itself that the Association is the choice of a majority of the teachers in the bargaining unit.
- L. During the school year and conditioned on being given adequate advance notice, the Board will provide the Association a maximum of thirty (30) paid and released school days for the purpose of transacting official Association business by its President and/or Association authorized members, as long as there can be shown no demonstrable harm to the Board from the utilization of such days. Further, a maximum of twenty (20) additional days may be used, provided that the Association shall pay the cost of any substitute utilized for coverage of such days.
- M. Should the Legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended, or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language. Provided further should MCL 423.210 (1)(b) pertaining to the collection of unions dues be repealed, amended, or otherwise held invalid, the District shall again permit payment of union dues through payroll deduction, upon receiving written authorization from the teacher in accordance with applicable law.

N. ASSOCIATION PRESIDENT RELEASE:

The Association President shall be released from his/her teaching duties for 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.

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

1. Each month the teacher serving as President of the BEA is provided one-half day release time the BEA agrees to reimburse the BPS for one-half the retirement contribution costs paid by the District on behalf of the teacher serving as President.
2. The School District shall provide the Association a yearly statement of the total and monthly cost calculated by BPS for the cost of the retirement contribution by August 15 of each school year.
3. Payment is to be made by the Association on an agreed one or multiple-time payment throughout the school year.

O. PAYROLL DEDUCTIONS:

The Board shall permit authorized deductions when requested in writing by the teacher from his/her paycheck and make appropriate remittance from annuities, credit union deductions, bank deductions, or for any other plan or program.

P. ADMINISTRATIVE TRANSFER TO BEA

1. Any teacher who shall be transferred to a supervisory or administrative 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 administrative status.
2. Seniority in the BEA bargaining unit is earned only while serving in a position within the bargaining unit.
3. A member of the bargaining unit who transfers or is otherwise assigned to a position (supervisory, administrative, or other) not part of the bargaining unit shall retain the bargaining unit seniority earned while a member of the bargaining unit. Should 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.
4. 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.
5. The placement of an employee on the BEA salary schedule rests within the sole discretion of the school district.

ARTICLE IV - BOARD RIGHTS AND SECURITY

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

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

1. The executive management and administrative control of the school district;
 2. Except as limited by this Agreement, the right to hire teachers, judge their qualifications, and determine their assignments and duties;
 3. Determine the educational program of the school district,
 4. Develop and exclusively control the budget of the school district;
 5. Determine the structure, authority, and responsibilities of its school management organization;
 6. Adopt reasonable rules and regulations that are not in conflict with this Agreement.
- B. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in the Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965, and by Michigan Public Act 112 of 1995. Such proscribed action shall also be deemed to include an unusual pattern of absences, mass absences, slow-downs, stoppages, sit-ins, interference of any kind whatsoever with operations at any of the facilities of the Birmingham School District and picketing or demonstrations during normal teaching or working hours. The Association further agrees that it will not engage in any sanctions or activities violative of law or of this Agreement.
- C. In the event of any action in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association, and the Association shall advise such teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article; it shall not be liable in any way for such activities.
- D. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by any teacher or other certified employee within the unit for which the Association is certified by the Michigan Employment Relations Commission as exclusive bargaining representative based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. The grievance procedure shall not be applicable to a complaint where the teacher has a remedy by way of appeal to the Michigan State Tenure Commission, where the Board is without authority to take the action sought, or where the complaint is not covered by this Agreement. Also, the grievance procedure shall not be applicable when a problem arises from the specific provisions of any insurance carrier's policies, as contracted for by the Board according to Article XVII.
- B. Nothing contained herein will be construed as limiting the right of a teacher having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.
- C. The use of the term "days" in each level and in the table below shall mean school days, except where otherwise indicated.

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

Grievance Level	Presentation	Meeting	Disposition
I Administration	10 days after occurrence	5 days	5 days
II Superintendent	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.
 - b. Grievances that do not arise from the language of this Agreement or an alleged breach thereof may be processed through Level II but will not be arbitrable. Likewise, termination of probationary teachers will not be arbitrable.
 - c. Within the five (5) school days after such written notice of submission to arbitration, the Board Committee and the Association will agree on a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then, within the next five (5) school days a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.
 - d. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.
 - e. The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. S/he shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor shall s/he have any power or authority to make any decision which is violative of the terms of this Agreement.
 - f. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the teacher whose grievance s/he rules on, provided that the arbitrator shall not substitute his/her judgment for that of the Board or the Association.
 - g. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.
- D. Dispositions to written Level I and II grievances will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the designee of the Association. Decisions rendered at Level III will be in accordance with the procedures set forth in Section C.3-d.
- E. Grievances associated directly with system wide policies and not related directly to a building or department may be initially presented by a teacher or the Association to the proper official in the central administration.
- F. The involved parties shall maintain records of all grievance procedures, but they shall not be contained in the personnel file of the grievant.
- G. The Association may investigate grievances. The investigation of a grievance shall be conducted at such times and in a manner so as to not cause interruption of, or interference with regular established teacher schedules, or the effective performance of other duties of any teacher.
- H. The Association shall provide prior notification, in writing, to each principal of the school's Association Representative(s).

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

A. CLASS SIZE

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

If financial circumstances or resources, available or required classroom space, staff availability or other such major influencing factors change so as to preclude the Board from complying with its foregoing intended class size numbers will be operative and/or controlling. Should this transpire, the Association President will be informed in each instance prior to implementation.

1. Elementary Schools

<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. Middle/High Schools:

<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

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

3. PILOT PROGRAMS AND SPECIAL CIRCUMSTANCES

- a. The maximum class size of any pilot program may be altered from the above with mutual agreement between the teacher(s) involved and the administration.
- b. Further, it is agreed that the above class size numbers shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, performing groups, physical education, changes which occur late in the year, and emergencies. Also, such class sizes will not apply for other special grouping arrangements that may be agreed to by the teacher and the supervisor.

4. CLASS SIZE RELIEF

Relief as referred to above may constitute:

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

B. TEACHER STAFFING AND ASSIGNMENT

1. SCHEDULING PROCESS

- a. The building administration shall share data on preliminary course selection, by subject and department, with teachers at department meetings and with the BEA building representatives. The data shall be provided as soon as the data from the scheduling process is available and before the individual teaching assignments are determined.
- b. Recommendations to address reasonable balance in class size – by subject and within a department or grade level – may be proposed by teachers.
- c. Administration will not consider recommendations for those courses that are listed elsewhere as exceptions in their class size maximum. These would include writing classes (Article VI [C]{4}), and study halls, physical education classes, and large group musical performance classes as described in Article VI[A].

2. CLASS ASSIGNMENT PROCESS

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

- a. Prior to adopting a tentative master teacher schedule for the ensuing year, the principal/supervisor will communicate with teachers in his/her building/department with regard to such schedule.
- b. 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.

- c. The proposals and suggestions of teachers will be given major consideration by the principal/supervisor in completing the master teaching schedule.
- d. All changes in teacher assignments in the same building or department from year to year shall be voluntary to the extent possible.
- e. All teachers shall be notified of their assignments for the next year prior to the close of school in June, when feasible. In the event that circumstances dictate assignment changes during the summer, the teachers affected shall be communicated with prior to the implementation of such changes, unless such teachers are unavailable.

3. TEACHERS ASSIGNED TO TWO OR MORE BUILDINGS:

- a. Teachers assigned to two or more buildings shall not be required to use planning time nor their duty-free lunch period to travel between building assignments. Teachers will be provided a minimum of twenty (20) minutes to travel between building assignments and set up the classroom.
 - b. The school day for teachers assigned to two or more buildings shall be determined by the building at which the teacher's day begins. If the teacher's day begins in an elementary assignment, the day will conclude on the elementary schedule, at middle school on the middle school schedule, and at the high school on the high school schedule. Schedules may be extended beyond the provisions set forth by mutual agreement of the teacher and administration. Teachers agreeing to extended schedules shall receive their per diem salary prorated for the time beyond their regular scheduled day.
4. 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.
- 5. Summer School Programs**
- a. During the term of the Agreement, it is the intent of the Board of Education to offer to Birmingham teachers the first opportunity to apply for teaching positions in academic summer school programs under the direction of the Board. Teachers in the district's Special Education department who apply for teaching positions in the Extended School Year program will be given first consideration for those positions. Those teachers who have served in the Extended School Year program in previous years shall be given first consideration to fill teaching assignments in the Extended School Year program.
 - b. Experience within the Birmingham Public Schools will be considered in the instances when all other qualifications of applicants are equal.

C. SCHEDULES

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

1. Five (5) Period Trimester School: 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. 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.

- b. At least one (1) preparation period equal to the length of a class period shall be provided daily.
- c. 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.

2. High School X-Block

- a. 50-minute X-Block periods will be scheduled at each high school on days to be determined by the building FAC's. The dates to be scheduled will be coordinated through the FAC of both schools developing a common calendar.
- a. The number of X-Blocks scheduled may be reduced by mutual agreement of both FAC's in order to maintain the minimum 1098 required student contact hours.
- b. Teacher's duties during X-Block shall remain unassigned.
- c. The primary purpose of X-Block will remain to assist students, prepare lessons, or engage in other activities involving students and staff.
- d. When staff, departmental, or professional learning activities are scheduled in lieu of an X-Block day, the meeting requirements established regarding Staff, Departmental, and Professional Development meetings shall be reduced accordingly.
- e. Teachers electing to participate in PLC Meetings, Staff, and/or Departmental Professional Learning scheduled during X-Block may use these activities toward District provided Professional Development (DPPD) when the activities comply with the MDE rules on DPPD.
- f. Three (3) hours of X-block will be counted toward the required hours of flexible staff development each year.
- g. This agreement will not result in the loss of any established rights and privileges associated with all other assignment matters beyond this period.

3. MOVING FROM TRIMESTER SCHEDULE

If financial circumstances or resources or other major influencing factors require alternations in the high school trimester structure 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.

4. WRITING CLASSES

shall be defined as:

- 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 determined by the English department teachers, recommended to the English language arts subject area leadership team, and approved by the administration.
- c. In scheduling classes for high school English teachers, the District shall provide the following:
 - i. Full-time teachers shall be assigned no more than nine (9) writing classes per school year;
 - ii. Part-time teachers shall be assigned no more than seven (7) writing classes per school year;
 - iii. An average class size of twenty-five (25) for each individual teacher's writing class.

- d. Should the requirements of (3)(C) not be met because of student scheduling issues as verified by the Association, the effected teacher, Association, and representative of the High School Administration shall select from the following options: adjust assignments, balance sections, create multiple sections, or hire additional staff as provided in Article VI (A)(4). If those options are not agreed to then the following shall be provided:
- i. Full-time teachers assigned to more than nine (9) writing classes per year shall, in lieu of two (2) academic assignments, be assigned to two (2) Lab/Relief Class. Lab/Relief Classes include 9th grade Lab, Reading Lab, Reading and Literature, Academic Lab, Contemporary Literature, Writing Lab, or other lab classes as determined by the high school English Departments
 - ii. Part-time teachers assigned to more than seven (7) writing classes per year shall, in lieu of one (1) academic assignment, be assigned to a Lab/Relief Class. Lab/Relief Classes include 9th grade Lab, Reading Lab, Reading and Literature, Academic Lab, Contemporary Literature, Writing Lab, or other lab classes as determined by the high school English Department
 - iii. Full-time or part-time teachers assigned more than nine (9) or seven (7) writing classes per year respectively and not assigned additional lab/relief classes as specified in (5di) and (5dii), shall be compensated \$1750.00 for each additional academic or writing class.
 - iv. Teachers assigned more than the maximum of six (6) preparations per school year shall be compensated \$1750.00 per class preparation over the limit.
 - v. The Seaholm FLEX program shall count as 4 preparations per year for each teacher in that program, and the Groves Excel program shall count as three (3) preparations per year for each teacher in that program. Administration shall, if practicable, assign a FLEX and EXCEL facilitator for each term. If a FLEX and EXCEL facilitator is assigned for each term, then this assignment shall count as one less prep for each teacher on that team of FLEX/EXCEL teachers for the year.
 - vi. Teachers who have greater than average class size of twenty-five (25) students for each writing class will receive compensation at two times the contractual daily curriculum rate per pupil per trimester/semester.
- e. Teachers can volunteer to teach additional writing courses or more preps beyond the contractual maximum. If mutually agreed by the administration and teacher, they will be assigned additional writing course or preparations. Teachers will be compensated accordingly for extra preps or writing classes.

5. FLEX

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 of one thousand seven fifty dollars (\$1,750).

6. Middle School 6 Period Day

a. Academic Assignments and Planning Period

- No more than five (5) academic periods shall be assigned
- At least one (1) preparation period shall be assigned

b. Middle School Writing Classes

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.

c. Modern Language and Reading

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.

d. Duties

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.

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

D. ALTERNATIVE SCHEDULE

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

E. ELEMENTARY UA SCHEDULE

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

F. COURSE PREPARATIONS & PLANNING TIME FOR ALL LEVELS

1. A different course preparation will be defined as those bearing a different course number, course title, curriculum guide or textbook.
2. 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.

G. MIDDLE SCHOOL AND HIGH SCHOOL COURSE PREPARATIONS

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

2. Activity/Advisors Duties

- a. In middle schools, planning time for advisors/advisee programs will be incorporated in the team planning period.
- b. The participation in activity periods and/or advisor/advisee programs by middle school special education teachers who are not assigned a team planning period shall be voluntary.
- c. In high schools, activity period duties outside of regular homeroom duties, which require individual teacher planning and preparation, shall be voluntary.

3. Additional Course Preparations:

- a. A teacher may voluntarily agree to an additional course preparation. The Association will be informed of the situation.
- b. At the high school level, the district may, in order to make a course available to students or to provide a full-time schedule for a teacher, assign an additional course preparation to a teacher beyond the maximum of six (6).
- c. When an additional course preparation is assigned, the Association shall meet with the building principal and appropriate central administrative staff, to determine if there are alternatives to the assignment of the additional course preparation. If there are no reasonable alternatives, the addition assignment will be implemented.
- d. A teacher assigned to an additional course preparation pursuant to subparagraph (C) shall be guaranteed no more than a six (6) course preparation full time schedule the following school year unless the teacher agrees to the additional course preparation. The district may, as an alternative, offer the teacher one thousand seven fifty dollars (\$1,750) for a seventh course preparation.

H. Elementary Course Preparations:

1. The Board will provide planning time for all teachers servicing elementary buildings. Each 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. 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.
 - c. 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.

- d. 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.

I. DUTY FREE LUNCH

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

J. PART TIME STAFF

1. Part time staff shall receive the following compensation when required to attend professional development beyond their regular schedule:
 - a. The regular per diem rate for a full-time teacher at the appropriate step and column of the salary schedule when attending day long professional development.
 - b. For less than full day professional development, the teacher shall be paid the per diem hourly rate of his/her salary for those hours of the time scheduled for professional development beyond his/her regular schedule. For example, a teacher employed in a 50% assignment, required to attend a three (3) hour professional development activity would be paid for one-and-one-half hours at his/her hourly per diem rate.
 - c. To attend professional development beyond their regularly scheduled school day, the part time staff person must obtain the permission of the building administration in advance.

K. SPECIAL EDUCATION

1. Special education classes shall be in compliance with the State of Michigan special education guidelines. Any changes to the Collective Bargaining Agreement will adhere to the legal guidelines. An annual joint letter will be produced to inform constituents of relevant language unless parties decide such a letter is not needed.
 - a. Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms in a manner that benefits all students.
 - b. Any teacher may ask that an appropriate team of staff review the program of a special education student assigned to that teacher. The administration shall convene such a case review and invite the referring teacher to attend.
 - c. Any teacher serving Special Education or E.S.L. students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day.
 - d. Speech and Language Pathologist caseload should be a maximum of 55, including consult. Relief is provided consistent with as stated elsewhere in this Master Agreement.
 - e. Special Education Service providers will receive an equivalent amount of preparation time as their counterparts at High School and Middle School and Elementary.
 - f. A teacher assigned student(s) with a 504 Plan shall meet with the Building Administration prior to or during the implementation of the plan to assure the implementation of the provisions of the plan. Current teachers will be consulted prior to the end of the year by the 504 Coordinator or administrator for input regarding what accommodations should or should not be in the 504 Plan.
 - g. The Specialized Instruction and Student Services Department will also have an Advisory Committee which operates in the same parameters as the building FAC.

- h. A special education student 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.
- i. Every effort will be made to limit a general education teacher's attendance at special education/E.S.L. meetings (i.e., I.E.P.'s, M.E.T.'s) to no more than one planning period in a week. In no case will a general education teacher be required to use more than two (2) planning periods in a week for this purpose. And every effort will be made to limit attendance at special education/E.S.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher. Teachers attending these meetings (only for students with I.E.P's and M.E.T's or initially getting I.E.P's or M.E.T's) on their planning periods are not paid extra for missing their prep. Should a teacher miss a class, the district will provide a substitute teacher to cover.
- j. Prior to the Friday following Labor Day, all itinerant Special Education staff shall meet with the principal(s) of the school(s) to which they are assigned to discuss their schedules and workplace assignments. If problems arise with regard to workplace assignment, the Executive Director of the BEA and the Assistant Superintendent for Human Resources shall meet to attempt to resolve the issue.

L. CO-TEACHING

1. A philosophy that the Birmingham Schools District values and shall implement with fidelity to ensure that the process is manageable for all involved by adhering as best as possible to the following guidelines.
 - a. A co-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 and any other course that would qualify under this definition.
 - b. Co-teaching shall be implemented with a team of teachers that is voluntary in nature.
 - c. Co-teachers shall be equal contributors and authorities in the classroom.
 - d. Co-teachers shall be assigned to only one co-teaching partnership per year. Partners shall be assigned no more than two (2) sections of the same course, at the same grade level, and no teacher shall be assigned to more than one (1) team taught course.
 - e. At the high school co-teachers will qualify for a three (3) class teaching load with co-teaching planning as a fourth daily assignment. At the middle school, such teachers will qualify for a four-class teaching load with co-teaching 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. 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. Co-teacher planning time is defined as a sixty (60) minute period outside the workday.
 - ii. Teachers will be paid thirty-five (\$35) dollars for a sixty (60) minute period. Pay for time less than 60 minutes will be prorated.
 - iii. Teachers with the approval of the principal shall submit request for payment forms to the office of the deputy superintendent for payment.
 - f. Co-teachers shall be provided a daily common planning period.
 - g. When professional learning meetings are scheduled for the purpose of curriculum planning, teachers assigned to co-teaching shall have the priority to meet with their teaching team.
 - h. Co-teaching survey and program assessment shall be administered once a year. If the current co-teaching partnership is working, then it should continue if agreed to by the co-teachers. If it is not working, then the co-teaching partnership should be reassessed by the co-teachers or supervisor.
 - i. The Association may request verification of the financial emergency.

2. SPECIAL EDUCATION CO-TEACHING

- a. Co-teaching pull outs for IEPs, meetings, tests (not including tests given in the co-taught class during the same hour), student concerns, and other school related issues which may pull the co-teacher out of the classroom shall be minimized as much as possible.
- b. Co-teaching hours shall count as special education hours, when working on IEP goals in the co-taught class.
- c. Co-teaching classrooms shall be limited in terms of the number of students with IEPs and 504s. The ratio currently used shall be 1/3 students with disabilities/At-Risk to 2/3 students without disabilities/At-Risk.
- d. Co-teachers shall be provided additional training and planning time over the summer and during the school year for new and continuing co-teaching relationships.
- e. Co-teaching should not interfere with the needed support of students on a special education teacher's case load who are not in the co-taught class. All attempts shall be made to limit the special education teacher's case load to fifteen (15) students per trimester. If not possible, then staffing and caseload numbers must be considered to provide the best possible education for all students.
- f. Co-teaching should not replace the services students may still need in an LRC classroom. Students in co-taught classes should also receive LRC support if the IEP goals cannot all be met in co-taught environment. These determinations are made amongst all team members (including parents) through an IEP or IEP Amendment.
- g. Co-teachers shall choose which students would best function in a co-taught environment. Co-teaching is not the best learning environment for every student. Students with a learning disability in the content area shall be given priority.

ARTICLE VII – TEACHER PROFESSIONAL RESPONSIBILITIES AND RIGHTS

A. TEACHER RESPONSIBILITIES:

1. The Association agrees that each teacher has an obligation to enforce the written rules and regulations of the Board at all times.
2. The Board and all teachers shall comply with the provisions of the Occupational Safety Act (Michigan Public Act 154, 1974).
3. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.
4. **Sub Plans and Reports:** Teachers shall prepare lesson plans for the use of substitute teachers. Teachers shall also prepare and maintain written evidence of adequate planning for their instructional program(s). In implementing this section, supervisors will avoid regimenting all teachers with regard to format and time requirements. Normally, the Board will attempt to secure substitutes for absent classroom teachers, media specialists, LRC teachers and special education classroom teachers.

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

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

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

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

B. STUDENT ACTIVITIES

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

C. FACULTY MEETINGS

1. Faculty meetings shall normally be held on a regularly scheduled day. There shall not be more than a total of twenty (20) hours of faculty meetings per year. If scheduled at the end of the day, faculty meetings must begin within ten (10) minutes of the end of the student day. Up to five (5) district-wide department meetings may be held during the school year.
2. **Faculty Meeting Professional Development:** The building FAC and administration may agree to use faculty meetings for the purposes of establishing professional development opportunities for the building staff. If such a determination is made, the building FAC and administration will develop a building professional development calendar coordinated with the district wide professional development calendar.
 - a. The building professional development opportunities will consist of up to ninety (90) minute blocks of professional development scheduled before or after the school day as determined by the building FAC and administration. Ninety (90) minute blocks for the purposes of building professional development opportunities are defined as a full ninety (90) minute period of time.
 - b. Up to five (5) ninety (90) minute blocks may be scheduled. Because of the school calendar and the scheduling of various recesses and other teacher obligations, scheduling of these building professional development opportunities will be no more than one per month for the following months: September, October, January, February, March, April, and May.
 - c. Professional Development at the building level is defined to include PLC's, team time; assessments and other appropriate activities as defined by the building FAC and administration
3. **Extended Early Release Professional Development:** The district may add up to one (1) hour of faculty meeting time to an early release period for the purposes of offering professional development opportunities to the staff. These building and district wide professional development opportunities will be coordinated by the district Professional Development Calendar Committee and Building FAC so that only one of these opportunities will be scheduled in any week. The parties acknowledge that each faculty meeting hour used for professional development opportunities will reduce the amount of faculty meeting time available by the time allocated for professional development.

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

D. STATE MANDATED TRAINING

The District intends to provide State mandated health and safety training as part of the "Welcome Back" and Professional Development activities provided at the beginning of the school year. If this does not occur, one faculty meeting each year shall be used to permit staff to complete State mandated training. Should additional State mandated training become required, additional time at faculty meetings will be provided. If the District provides such training and a teacher is absent and misses the same, the teacher shall be required to make up the training on his/her own without additional compensation unless the teacher is assigned to attend District Professional Development in which case District time will be provided to the teacher.

E. CONFERENCES

1. 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.
 - a. Kindergarten teachers assigned to two (2) sections shall be provided an additional records day in the fall and the spring.
 - b. Full day kindergarten teachers shall be provided an additional one-half (1/2) records day in the spring.
 - c. An additional two (2) days will be provided for conferences during the normal workday to all full-time kindergarten teachers assigned to two (2) sections in the fall and spring.
2. 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.
3. HIGH SCHOOL PARENT/TEACHER CONFERENCES AND CURRICULUM NIGHTS High Schools shall schedule one (1) evening conference of three (3) hours duration for first, second and third trimesters. High schools shall also schedule one (1) evening curriculum event for the first and second trimesters. The dates and times are set forth in the school calendar for the current school year.
4. CONFERENCE COMPENSATION One (1) conference compensation day will be provided each semester for both elementary and secondary conferences schedules as described above as set forth in the school calendar.

F. TEACHING MATERIALS:

1. The Board will continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the historical, scientific, and social development of the United States. The Board further agrees at all times to keep the schools reasonably equipped

and maintained with the tools of the teaching profession.

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

G. STAFF FACILITIES

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

H. TEACHER RIGHTS:

1. Principals shall permit a teacher to leave the building during a preparation or planning period for duties attendant to professional responsibilities, and this right shall not be abused.
2. In the event that it is necessary to assign teachers to substitute during their conference periods, the assignment will be given to volunteers and/or rotated.
3. The Board agrees it will not discriminate with respect to any teacher's assignment or class size.
4. Prior to instituting any substantial program additions to the curriculum after the beginning of the school year, the Board will consult with the teachers involved.
5. No general education teacher shall routinely be required to perform medical or hygienic procedures on a student.
6. Upon request and demonstration of need, a teacher shall, at board expense, receive the series of Hepatitis B vaccinations.
7. The teacher shall be informed of the purpose of the presence of all visitors to his/her classroom and shall receive prior notification of said visits when possible.
8. **Program Evaluation:** The Board and Association recognize the positive effects that effective program evaluations can have on the instructional program of the district. In order to achieve this the following provisions shall apply to the results of all evaluations of program.
 - a. No information obtained will contain reference to an individual teacher.
 - b. No portion of the results will be placed in a teacher's personnel file.
 - c. No information obtained will be utilized as evidence for teacher dismissal or involuntary transfer.
 - d. All information disseminated beyond program staff shall contain reference to factors beyond the teacher's control, which may have had some effect upon the results.
 - e. Further, prior to all program evaluation activities there shall be a review of the evaluation plans with the involved teachers.

I. PROFESSIONAL DEVELOPMENT

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

J. INCLEMENT WEATHER RELEASE DAYS

1. When schools are closed due to inclement weather, teachers are not expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather, teachers shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a teacher shall not suffer a loss of compensation.
2. Should it be necessary to make up any days in accordance with State law, the days (s) will be added to the end of the school calendar so affected with no additional compensation paid to the teachers affected.

K. HEATING AND COOLING

1. In consideration of optimum learning environment and energy conservation, including governmental regulations and guidelines, the Board shall maintain adequate classroom heating within the instructional areas of each school building. A teacher shall not be required to teach in a facility where the temperature is below sixty degrees Fahrenheit (60°) and the condition cannot be corrected within one (1) school day.
2. The board will strive to maintain facility temperatures above 65° and below 90°. Where practical, a teacher's class may be temporarily moved to another location in the facility to relieve a situation not within the parameters as stated above.

L. TEACHER RESIGNATIONS

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

M: MENTORSHIP PROGRAM

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

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

ARTICLE VIII - LEAVES OF ABSENCE

- A. **Absence Notification:** A teacher who is absent five (5) or more consecutive days shall be required to notify the Human Resources Office and provide a doctor's note on return to school. Any teacher out more than five (5) consecutive days may be placed on a short-term leave of absence. A teacher on a short-term leave of absence (up to ninety (90) calendar days) shall continue in his/her current position on his/her return.
- B. If eligible, teachers shall use accumulated leave time and if eligible donated days before going unpaid.
- C. **Parental/Family Leave:**

1. The Board will grant a leave of absence for maternity, adoption, or childcare reasons, without salary, to any member of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences plus the next school year. The duration of such leave to be at the teacher's option.
2. If sick leave days are available, up to 30 workdays will be converted from sick leave days to FMLA Maternity/Paternity bonding time, not to exceed a total of 12 weeks. This provision may be extended to foster parents on a case-by-case basis.
3. An extension of the leave of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the childcare leave.
4. The Board shall provide Health Insurance to all those covered by Board paid Health Insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option. Thereafter, Article XVII(1)(4) shall apply.

D. Adoption Leave

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

E. Peace Corps Leave

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

F. Annual Two-Week National Guard or Military Reserve Unit Leave

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

G. Public Office Leave

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

H. BEA, MEA, or NEA Leaves

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

I. Jury Duty Leave

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

J. General Leave of Absence

1. A teacher may be granted a leave of absence up to one (1) year without pay for reasons of health, to return to school, family responsibilities, such as, care or relocation of family. Other unpaid leaves for reasons deemed meritorious by the Superintendent may also be granted.
2. The Board may extend all leaves of absence. A teacher's request for an extension of his/her leave of absence must be submitted in writing. A teacher may be granted more than one (1) extension of a leave. The duration of the extension shall normally be for one (1) teacher work year.

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

K. Family Care Leave of Absence

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

L. Benefits While on Leave of Absence

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

M. Compensation When Returning from Leave of Absence

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

N. Notifying District Regarding Leave of Absence Status

1. A teacher on a leave of absence scheduled to conclude at the end of a school year must, no later than April 1, inform the Board as to whether s/he wishes to return for the subsequent school year or wishes to extend his/her leave for an additional year. As an exception to the above, if the teacher's leave commenced after April 1, s/he must inform the Board no later than July 1.
2. On the completion of the leave the member shall be returned to his/her previous position or a position for which they are certified and qualified provided consistent with the Board policy.

ARTICLE IX - SABBATICAL LEAVES

- A. In order to enhance the professional status of teachers, the parties agree to the establishment of a Sabbatical Leave Committee to be comprised of an equal number of teachers and Board representatives. The Association will select the teacher members of this Committee. This Committee shall evaluate the qualifications of all applicants and make recommendations to the Superintendent for those applicants deemed acceptable. The Superintendent shall, however, make the final decision with respect to such applicants. The Committee may also consult with the Superintendent annually with reference to possible changes in the criteria for the selection of teachers seeking Sabbatical Leave. No more than two percent (2%) of the teachers may receive a Sabbatical Leave in any one school year. Said committee shall be initiated upon the request of either party.
- B. The compensation for a teacher on Sabbatical Leave shall be one-half (1/2) of the base salary s/he would receive if s/he was employed as a teacher during the period for which the leave is effective.
- C. A teacher on Sabbatical Leave shall be entitled to participate in the Insurance Program provided for elsewhere in this Agreement. The Association and a teacher on Sabbatical Leave agree that the Board shall not be held liable for the death of or injuries sustained by the teacher while s/he is on Sabbatical Leave.
- D. Following the conclusion of a sabbatical leave the Board will pay the five (5) percent employer retirement contribution to the teacher (less any required deductions) at the time it is required.

- E. Prior to commencement of the Sabbatical, the teacher shall either be given assurance of his/her return to his/her assignment or the assignment to which s/he will return shall be made known to him/her. It is recognized by the 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 X - DISCIPLINE

- A. Teachers not eligible to achieve tenured status (for example non-certified staff) shall not be disciplined, reprimanded, reduced in rank or compensation without just cause.
1. **Disciplinary Action.** Disciplinary action taken against a teacher, who is not covered under the Michigan Teacher Tenure Act, shall be subject to the grievance procedure set forth in Article V.
- 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.
- D. 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.
- E. 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.
- F. Any complaint must be reported, in writing, to the teacher concerned within a reasonable time following the investigation regarding the complaint.

ARTICLE XI - ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man/woman, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:
1. The teacher shall encourage the student to study varying points of view and respect his/her right to form

his/her own judgment.

2. The teacher may assume full political and citizenship responsibilities but shall refrain from exploiting the institutional privileges of his/her professional position to promote candidates or partisan activities.
 3. The teacher shall protect the educational program against undesirable infringement.
 4. The teacher shall be allowed to interpret and use the writings of others and educational research with intellectual honesty.
- B. Academic freedom exercised by a 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 approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the Board members elected and serving will be final.
- D. The parties acknowledge that the pacing guides established by the administration do not establish nor are they intended to be day by day instructional manuals or mandated curriculum guides requiring every teacher to be at the same place in the curriculum on any particular day. Rather, they are intended to serve as general guidelines setting forth basic concepts to be covered during the school year. While a teacher is expected to teach the district curriculum, a teacher's compliance or non-compliance with the pacing guide may not be considered in that teacher's evaluation.
- E. At the beginning of each school year, a joint communication will be sent to all teachers to inform them of appropriate practices and possible areas of concern with regards to this Article. This may be particularly necessary as community needs and current events bring heightened awareness to this issue.

ARTICLE XII - TEACHER PROTECTIONS AND SAFEGUARDS

- A. 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.
- J. Employees working under the collective bargaining agreement are protected under the same guidelines as set forth in BOE policy on harassment, bullying and safety.

ARTICLE XIII - SEVERANCE PAY, RETIREMENT ACCOUNT & ADDITIONAL COMPENSATION

A. Retirement 403b/457 Accounts

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

B. Service Credit Remuneration

1. Each teacher upon completion of his/her fifteenth (15) year of service to the BPS district, and upon resignation for the purpose of retirement, or resignation due to illness or death shall receive payment of four hundred dollars (\$400) for each year's service to the district.
2. Beginning with the 2010-11 school year, upon completion of the fifteenth year of service and beginning with the sixteenth year, in lieu of payment of the \$400, the teacher shall receive a 403(b) or 457 contribution of four hundred dollars (\$400) for each year's service to the district. In the event of death,

the full-service credit remuneration will be contributed to a 403(b) or 457 account of the named beneficiary of the teacher.

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

3. Upon notification of eligibility from the Human Resources department, teachers who elect to participate in the program shall first establish a 403b/457 account with one of the district-approved providers. Next, the teacher shall complete the *Board Paid Teacher (BEA) 403(b)/457 Form* and return to Human Resources by August 1st of the year they become eligible. When both conditions have been met, BPS will begin contributions to their 403(b)/457 account via a third-party administrator. Contributions shall begin on the first pay of the upcoming contract year, divided into equal installments, and paid throughout the contract year. Payment contributions in subsequent years shall continue unless employee terminates the benefit.
4. The failure to submit the necessary paperwork by the required due date shall result in the forfeiture of the contribution for that school year and the reporting of compensation to ORS. However, the eligible employee can notify HR in subsequent years if they wish to participate in the program.
5. Those employees who elect not to receive the contribution starting after 15 years of service will still receive the full benefit upon retirement from BPS. The teacher can notify HR in subsequent years to elect to participate in the program. Contributions may be made only into 403(b)/457 programs approved by the district. All necessary paperwork and a list of eligible programs are available through the Human Resources department.
6. The 403(b)/457 shall be owned by the teacher and shall conform to all statutory and other requirements. The \$400 shall be reported to ORS as compensation paid to the teacher.
7. Voluntary, unpaid leave of absence for one or more school years will not count as credit toward the years of service credit. However, such leave will sustain the teacher's eligibility toward qualification. Retirement shall be defined as the initiation of retirement payments from the Michigan Public School Employees' Retirement System (ORS).
8. Upon retirement from Birmingham Public Schools, Human Resources will review the official employment records and determine if a teacher is eligible for the service credit remuneration. The Human Resources department will determine the amount of service credit remuneration and inform the applicant.

C. Early Retirement Notification:

1. Each eligible teacher shall also receive an additional two thousand dollars (\$2,000) if 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.
2. If a member submits an irrevocable retirement notification to the district, the member will be removed from fulfilling the annual requirements of evaluation process after the date of submission of such notification. This does not preclude the administration from observing the classroom and reconvening the evaluation process if deemed necessary.

D. Pay for Unused Sick Leave Days

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

ARTICLE XIV - JOINT STUDIES COMMITTEES

- A. Joint studies committees may be established composed of representatives selected by the Board and teachers selected by the Association.
- C. The purpose of such committees shall be to investigate areas and topics related to the improvement of education in Birmingham and to make recommendations that shall be considered by the Board in making its policy decisions in such matters.
- D. The Board shall provide reasonable and necessary clerical assistance for such committees.

E. DISTRICT WIDE COMMITTEES

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

F. PROFESSIONAL LEARNING AND CALENDAR COMMITTEE

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

G. INTERVIEW SELECTION COMMITTEES

- 1. When the committee is to consider issues that involve more than one building or are district or department wide in their scope or concern the hiring of administrative personnel (including building principals), the BEA, through its President or his/her designee, shall have sole discretion in selecting teachers to serve on the committee.
- 2. When the committee is to address issues that are applicable only to a single building the building principal or other appropriate administrative personnel shall have the right to select teachers to serve on the committee.

G. FACULTY ADVISORY COMMITTEE (FAC)

- 1. The Board and Association agree to the establishment of an Advisory Committee at each school or district department. The Committee will consist of the principal or department administrator who may request the presence of one (1) other administrator, and a minimum of six (6) faculty representatives who are elected by the BEA faculty.
- 2. The Advisory Committee will meet once each month, with necessary additional meetings being held at the request of either the principal or the faculty representatives.
- 3. The Advisory Committee members will exchange and review proposals and make recommendations on

school or department matters of mutual concern. Such matters may include:

- a. Assist in the formulation of the agenda of a school's or department's general faculty meetings and in the evaluation of such meetings.
 - b. Review, advise, and make recommendations to the principal or department administrator on building or district department policy, procedures, programs, schedules, and staffing. This includes conducting surveys and evaluation of all of the above.
 - c. Use of meetings for the purposes of establishing professional development opportunities for the building or department staff.
 - d. Develop a building or department professional development calendar coordinated with the district wide professional development calendar.
 - e. Assist in planning procedures for professional learning committee or team meetings.
4. A maximum of ten (10) days per school year of released time may be provided to assist the committee to accomplish this work.

H. Board Dialogue and Labor Management Council

1. The parties agree to the establishment of a Labor Management Council ("LMC"). The Council shall operate under the following terms and conditions:
 - a. The purpose of the LMC is to improve labor-management relations and to address issues or disputes between the parties that adversely impact on the parties' efforts to maintain a collaborative relationship and culture.
 - b. The LMC would not have jurisdiction to resolve grievances or as a forum for bargaining
2. The Superintendent and/or his/her designee and other Board representatives shall periodically meet with the Association's Executive Committee, by mutual consent. The purpose of such meetings will be to discuss and review problems or concerns as they relate to the operation of the School District and improve the party's relationships. Five (5) school days prior to such meetings, the parties shall exchange in writing the topics they desire to be covered.
3. The LMC is not designed or intended to replace Board dialogue established by Article XIV(H)(2) of the Collective Bargaining Agreement.

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

- A. The following described compensated days are provided for eligible teachers to protect them from loss of income when unable to be present at work due to the conditions or reasons described herein.
- B. Paid leave time must be used in whole or half day increments.
- C. Each full-time teacher will be provided the following days (less than full-time employees will be pro-rated); 9-Sick Days, 3-Personal Business Days, 2-Days by Arrangement (DBA) and 2 Religious Observance Days (if Religious Observance Days are un-used, they do not roll over)
- D. Less than full time employees, and members hired after the start of the school year will be pro-rated to reflect date of hire and FTE status.

E. Sick Leave Days

1. Each teacher shall be allowed nine (9) sick leave days for each school year without loss of pay.
2. All sick leave days accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by the teacher. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year.
3. Sick leave days may be accumulated to a total of two hundred fifteen (215) days.
4. Sick leave days shall be granted for the following reasons:
 - a. Personal illness or injury which causes a teacher to be unable to perform his/her duties.
 - b. Hospital confinement due to childbirth or complication due to pregnancy. Also, for a teacher's period of temporary and total physical disability directly related to the teacher's pregnancy or childbirth.
 - c. Serious illness in the immediate family when his/her presence is required to provide care for the family member which cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, parent, or other qualified adult.
 - d. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for:
 - Any administratively directed or suggested initial participation in the Employee Assistance program.
 - Any administratively required medical evaluation.
5. Teachers using sick days or donated days shall continue to be provided all District paid insurances.

F. Extended Leaves for Illness

1. Teachers who may be absent for an extended period (five (5) days or more) as a result of personal illness or injury shall notify the Office of Human Resources as soon as practicable of the illness.
 - a. Teachers may use their available sick leave days during the term of their illness. Teachers using their accumulated days shall be provided all district paid insurances. After their sick leave days are expended or the teacher anticipates he/she will expend their days available to him/her, teachers may apply for any available donated days, pursuant to the procedures in (B). Insurances will be continued while a teacher is using donated days.
 - b. Teachers who have applied for the optional short-term disability program available through Article XVII(D) may apply for those benefits as permitted by the policy. Teachers receiving short term disability benefits shall receive district paid health insurance, vision, and dental insurance, for a period of six (6) months from the date of eligibility for short term disability (equal to the 180-day qualifying period for long term disability).
 - c. The district shall provide MESSA long term disability benefits as provided for in Article XVII(E).
 - d. If requested, a teacher on an extended leave for illness shall be granted a leave of absence for up to one (1) year. If the teacher is unable to return to employment after one year, the teacher shall be granted an additional one-year leave of absence. Further extensions must be approved by the Board. The District may request medical verification of the need for the leave.
 - e. An employee returning from a sick leave of absence shall be able to exercise the

right to return provided consistent with Board policy.

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

G. Donation of Days Program

1. An employee may voluntarily donate more than one sick leave day each school year to another employee who has expended his/her accumulated days. These days may be used to assist an employee who has expended his/her days or anticipates he/she will expend their days and is unable to work as a result of personal injury or illness. The employee requesting days must supply a doctor's verification of the injury or illness to the office of Human Resources. The District may require the teacher undergo an appropriate evaluation by a physician selected and paid for by the District.
2. The application for use of donated days, the doctor verification form and the donation form are available through the Human Resources Department or the BEA. The application and doctor verification form shall be submitted to the Office of Human Resources. For applications submitted after the employee's eligibility has begun, on the receipt of donated days, payment will be made retroactively to the start of the employee's eligibility.
3. Qualifications Limits
 - a. Teachers will not qualify for days for elective surgeries.
 - b. The maximum number of days that may be donated is limited to the number of days needed by the teacher to complete the eligibility period for Long Term Disability benefits.
4. The Association shall collect the days contributed and shall provide the donation forms to the office of Human Resources on a biweekly basis.
5. The parties shall issue a joint letter provided to new employees and contained in the open enrollment packet on the procedures to be followed regarding personal sick days, donated days, and the availability of short and long-term disability income protection.

H. Bereavement

1. Such time as is necessary up to fifteen (15) days for a death in the immediate family and/or member of the teacher's household. Immediate family shall consist of spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner, stepfamily members and members of the household. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any bereavement time used beyond the first five (5) days comes from sick, personal or DBA days.
2. Such time as is necessary up to three (3) days for a death of a friend or relative not defined as immediate family member. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any days used for this purpose will come from sick, personal or DBA.
3. To use bereavement days, a teacher should notify Human Resources or building secretary of the number of days to be used, and those days will be entered into the system. If a teacher is unable to notify human resource in time, then the teacher should enter in illness days in the absence reporting system and then they will later be converted to bereavement days as per allotment in this agreement

I. Personal Business Days

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

teachers of financial hardship in situations over which they have no control.

2. Personal business day absences shall mean an event or condition that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, to attend the funeral of a close friend, inclement weather conditions prevailing at the residence area of the teacher, and emergencies are considered to be justification for the utilization of the personal business leave. Hunting, house-cleaning, honeymooning, house-hunting, social functions, and interviews for new employment are some examples of the types of activities for which the personal business day absence shall not be applied for or granted.
3. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or recesses and the first and last days of the school term.
4. Submission of personal business leave shall be made on the district's absence reporting site at least twenty-four (24) hours before taking such leave (except in the case of emergency). The Board may require justification of the need for the personal business leave prior to the anticipated absence, provided the Board has reason to anticipate misapplication and/or misinterpretation of the Article.

J. Required Religious Observance

1. Upon application, a teacher will be granted up to two (2) days per school year for required religious observance which cannot be met at a time other than during the school day. An employee who requests such time will identify the holiday(s) and provide the Human Resources office with the dates to be taken sufficiently in advance of the holiday to allow the district to make any arrangements it deems necessary to cover the teacher's responsibilities. If an employee does not use days for religious observances, the two days do not carry over.
2. The two (2) days, if taken shall not be charged against the teacher's personal sick leave accumulation. If an employee requires more than the two days allotted, those days must come from Personal Days or DBA.

K. Days by Arrangement

1. Teachers will be provided with two "days-by-arrangement". These days-by-arrangement will be provided as follows:
2. Each teacher will have two "days-by-arrangement" that s/he may take during the school year on a "first come first serve basis."
3. Use of these days must be arranged through the office of the Assistant Superintendent for Human Resources. Because of the need to ensure continuity in the school year and to meet any need for substitute service, the Assistant Superintendent for Human Resources 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 Human Resources 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."
4. These "days-by-arrangement" must be used during the then current school year and may not be carried forward into any succeeding school year.
5. "Days-by-arrangement" will be charged in full day increments.
6. If a teacher chooses not to take one or both of the "days-by-arrangement", he/she shall be paid commensurate with the base substitute pay rate in lieu of taking the "days-by-arrangement". Payment shall be made at the end of the school year.

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

L. Worker Related Injury Absences

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act (Workers' Compensation) shall receive from the Board the difference between the Workers' Disability payment prescribed by law and his/her regular bi-weekly gross earnings, to the extent and until such time as such teacher shall have used up any sick pay provided herein. The parties acknowledge that both short term and long-term disability benefits are offset by workers compensation benefits.

M. Fitness for Duty

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

N. Superintendent Approved Discretionary Absences

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

O. Proof of Absence

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

ARTICLE XVI - COMPENSATION PROGRAMS

Compensation for the 2021-22 and 2022-23 school year are:

A. 2021-22 COMPENSATION

- For the 2021-22 school year, members shall advance 1 full step on the appropriate Salary Schedule
- Members on the top step (on the 11 Step Schedule or the 13 Step Schedule) shall receive a 2% increase.
- A **\$1,000 off-schedule retention payment** shall be provided all teachers who taught during the 2020-21 school year and returned to teach for either the 2021-22 or the 2022-23 school year. Teachers who worked for less than 50% (or 90 days) of the school year calendar will have the payment pro-rated based on the percentage of which they worked out of a 185 workdays. For example, a teacher who worked for 75 days in 2020-21 will receive 40% of \$1,000 or \$400. The lowest payment will be at 25% or \$250. **The off-schedule payment will be provided at the last pay period in November.**

B. 2022-23: Economic Re-Opener

The Birmingham Education Association (Association) and Birmingham Public Schools (District) agree to the following for the Economic Re-Opener to be bargained for the 2022-23 school year:

- The District and Association may address any and/or all salary, insurance, and wage considerations provided in the Master Agreement or any additions to it. This shall include any working condition or expectation of employment that may impact salary, wages, and/or other compensation.
- The District and Association shall address smoothing the salary schedule and the monetary differences between the current penultimate step and the top step of the 11 and 13 step schedules.

- The District and Association shall address the issue of members who may have not been provided their full previous teaching experience for consideration of teacher retention.
- The District and Association shall address and resolve the 2022-23 school calendar and the teacher pay schedule calendar (27 pay, 24 pays, or skipping a pay period).

The parties agree to begin negotiations for this Economic Re-Opener no later than March 15, 2022. It is understood and agreed that the current economic provisions of the parties' new successor collective bargaining agreement in effect shall remain in place during such negotiations, and that there will be no step, lane or any other increases in compensation or District insurance contributions until the parties otherwise mutually agree in writing.

Both the District and Association consent that this wage-reopener does not tie any party to a particular position or outcome to a successor master agreement addressing salary and wages. All other aspects of the Master Agreement during the economic reopener shall be deemed in full force for the 2022-23 school year.

C. Longevity Scale

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

- 15th year – an additional \$500 starting with the 16th year of service
- 20th year – an additional \$1,500 starting with the 21st year of service
- 25th year – an additional \$2,000 starting with the 26th year of service

D. Direct Deposit

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

Salary Lane Changes

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

A. Salary Schedule Change of Status Effective Dates

1. 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.
2. In order to qualify for a higher level on the salary schedule, a teacher must present official documentation verifying completion of the appropriate number of credit hours (as defined in Article XVI, and Appendix A) to the Human Resources Department.
3. Application must be made at least two (2) weeks prior to the effective date.
4. 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.

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

1. The college credit or Professional Development credit earned must be:
 - a. From an accredited college or university
 - b. Earned following the attainment of the Bachelor's/Master's Degree
2. Except for the circumstance set forth above, the college or Professional Development courses must be at the graduate level.
3. The college or Professional Development credit earned must be related to at least one of the following:

- a. Professional Development
 - b. The education profession
 - c. The District's strategic plan
 - d. The subject area or grade level being taught
 - e. To permit the teacher to expand the areas s/he may teach;
 - f. The understanding of students or the learning process
 - g. The expanding of a teacher's skill
 - h. To obtain a special endorsement
 - i. Recognized and accepted by the Michigan Department of Education as credit towards the renewal of the Teacher's teaching certification.
4. Meeting any of these criteria will permit the college or Professional Development credit submitted by the teacher to be used in applying for a Lane Change.
 5. A teacher requesting the use of an undergraduate or Professional Development course shall obtain prior written approval from the Deputy Superintendent. The Deputy Superintendent shall respond within ten (10) school days of the date of the request. If not responded to within ten (10) days, the request shall be considered granted.

Special Compensation Provisions

1. Additional Assignment Pay

A secondary teacher will be compensated at twenty-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. Elementary Unified Arts (UA) Teacher Additional Pay

An elementary UA teacher will be compensated at twenty-five percent (25%) 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 twenty-four (24) class periods and/or twenty-four (24) class assignments. The compensation will further be calculated by the number of days per week the UA teacher teaches the additional period or class. For example, a teacher who teaches a twenty-five (25) period UA assignment will multiply the step 1 rate of his/her salary level by 25% and then further multiply by 20% to calculate the final compensation.

3. Duty Free Lunch

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

4. Pay for Substituting During Prep Hour

1. An elementary or middle school teacher will be compensated at \$28 per period and a high school teacher at \$40 per period if they are required to substitute for a teacher during their conference or planning period, or if they are assigned an additional class for the day. An assignment during the planning period should be voluntary except when no other teacher is available, and in such case it can be assigned.
2. For purposes of this section a full class assignment shall be defined as at least half the period at all levels.
3. This language applies when teachers are asked to substitute teach for a class during their preparation period or assigned an extra class/duty for the day. They would be paid \$28 or \$40. These are examples where a General Education teacher missed their prep.
 - Teacher misses their prep covering for an administrator, para or noon aide that is out of the building (or there is a shortage in the building, such as a noon aide shortage)
 - A teacher misses their prep covering for a vacancy because there was no assigned substitute, or an assigned sub was moved to another location within the building.

4. An Elementary teacher who has to "double up" their class due to a substitute shortage shall be paid at the daily retiree substitute rate. If more than one teacher is assigned these students, the daily retiree substitute rate shall be divided between the teachers. For example, if the daily retiree substitute rate is \$120 and two teachers received additional students, each teacher shall receive \$60 and \$30 for a half a day.

E. Missed Prep Pay for Required Meetings

Both the Board and the Association recognize the value of teacher attendance at and student related, curriculum, and/or committee meetings. However, such meetings that occur during the school day should not have an excessive impact on teacher planning time. If a teacher loses more than four (4) planning periods during the school year approve to attend approved or required building, grade level, department and/or district student related, curriculum and/or committee meetings, the teacher shall be compensated at \$28/hour.

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

The following types of meetings are not paid for missed prep: Planned Learning Community (PLC), Individual Student or Parent Meetings, Individual Teacher Meeting with Principal or Supervisor, Professional Development/Learning workshops or training.

F. Evening Events

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

G. Early Exam Pay

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

H. Calculating Per Diem Pay

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

I. Counselor Per Diem Pay

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

J. Professional Development Pay

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

workday shall be designated as approved or optional. When designated as approved by the teaching and learning department, teachers shall be compensated. When designated as optional by the teaching and learning department, or when professional learning and curriculum activities are proposed by building principal, immediate supervisor or self-selected by a teacher, teachers shall be compensated only with written prior approval. Compensation shall be at the regular teacher rate of \$28/hour.

K. AP Tutorials

1. The Board shall provide \$4,000 to pay each school year for AP prep tutorials
2. Prep tutorials are defined as a continuous 60-minute period of direct instruction for AP testing; 30-minute prep periods, or other variances can be arranged at the time the tutorial schedule is submitted. Teachers will submit a copy of tutorial schedules to the principals prior to the first scheduled tutorial; the principals will direct any requests for variance to the Deputy Superintendent for approval.
3. Pay for a 60-minute tutorial is \$35.
4. Teachers may schedule up to fifteen 60-minute tutorials before/after the school day; teachers will submit a copy of tutorial schedules to the principals prior to the first scheduled tutorial.
5. Prep tutorial schedules for both high schools will be shared (through like-AP teachers) so that students can attend tutorials at both schools.
6. Teachers will submit the Request for Payment form to the principal at the conclusion of the final scheduled tutorial.

L. Mileage Reimbursement

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

M. Pay for Moving Classrooms

Teacher *required* to vacate a classroom shall be given four (4) hours at the end of the school year and four (4) hours at the beginning of the school year at the curriculum rate. Additional pay for circumstances that require relocation to another building will be mutually agreed upon by the Deputy Superintendent and the BEA President.

N. Pay for Work Beyond Regular School Year

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

O. Department Head

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

P. Mentor Compensation

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

Year 1: New Hire Mentor would receive \$300

Year 2: New Hire Mentor would receive \$250

Year 3: New Hire Mentor would receive \$200

Mentors of first year BPS teachers would be required to attend 2 after-school sessions with their mentee during the Year 1. Year 1 New Hire Mentor would receive \$28.00 per hour when attending 2 after school sessions with their mentee.

Article XVII – INSURANCE PROGRAMS

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

A. Insurance Program Provisions

1. Pursuant to the Publicly Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer each October 1 for the following plan year. Teachers shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any, by pre-tax payroll deduction over 26 pay periods. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to the teacher's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, teachers may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the FSA or HSA shall be made in the first pay period following July 1 and January 1 each school year.
2. The health benefit option shall be MESSA Choices with the \$500/\$1,000 deductible and \$1000/\$2000 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider or the MESSA ABC Plan which includes a deductible set by the IRS annually. The plan is a federally recognized high deductible plan and provides for the establishment of a H.S.A.. Teachers selecting The Choices program may participate in a Flexible Spending Account plan. Teachers selecting the ABC Plan may participate in a Health Savings Account.
3. The District shall hold its regularly scheduled Open Enrollment period on insurances available to employees in the fall of each year.
4. **Cash in Lieu:** Full-time teachers electing to forgo health benefits from the District will receive \$2,400 cash in lieu of the health benefit. Cash in lieu benefits for part-time teachers will be prorated based on their FTE for each school year. For example, a 0.75 FTE teacher will receive 75% of \$2,400 (or \$1,800). The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District.
5. A teacher selecting vision and/or dental coverage will pay 10% of the premium. All teachers shall pay 10% of the premium for Long Term Disability Coverage.
6. The parties acknowledge that each teacher has a responsibility to notify the district when any person covered on his or her health plan is no longer his or her legal dependent and is no longer eligible for coverage under the plan. The teacher must notify the employee benefits office in writing within thirty (30) calendar days of the covered persons ineligibility and must request the person's immediate removal from coverage. Failure to do so will cause the teacher to reimburse the district for any premium over payments that are made due to the teacher's failure to give the board timely notice of the person who is no longer eligible. This provision will be effective only in school years that written notification of the existence of this provision is provided to all teachers during October open enrollment period.

The following will apply:

B. Hospital-Surgical-Medical Benefits

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

b. MESSA ABC Plan 1

2. The Board will provide each eligible teacher with a copy of the Board's summary of plan descriptions which gives details of the benefits available under each plan.
3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse or dependents of a teacher who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere, for example, by virtue of the employment of the spouse.
4. This coverage shall remain in effect during the duration of this Agreement.

C. Life Insurance

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

D. Short Term Disability

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

E. Long Term Disability

1. The Board shall provide, without cost to teachers, MESSA Long Term Disability insurance. Benefits shall begin 180 calendar days after the teacher becomes disabled. Benefits shall be paid at a rate of 66-2/3% of the teacher's annual salary with a maximum of \$5,000 per month.
2. The Board agrees MESSA will remain the carrier for the term of this Agreement.
3. The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the Board, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's benefits, or other such pensions.
4. Any teacher who has resigned due to a disability, who has received benefits under this Article, who subsequently is no longer disabled, who is not eligible for normal retirement benefits, and who submits written application for reemployment will be governed by the following:
 - a. A determination of the teacher's ability to fully perform teaching duties and responsibilities shall be determined by the Board after review of competent medical opinion secured through a Board appointed physician.
 - b. If it is determined that the teacher is fully able to perform teaching responsibilities, and if a permanent vacancy is available in a position for which the teacher is certified and qualified as determined by the Board, the teacher will be offered reemployment.
 - c. If the teacher is reemployed, his/her employment relationship with the Board will be the same as it would have been had the teacher been on a leave of absence during the period of the teacher's disability, except that no such teacher shall be eligible for a second payment under Article XIII of this Agreement.

F. Dental Insurance

1. The Board will provide dental insurance coverage to each full-time and eligible teacher as specified and limited according to the following description:
 - a. Benefit Level: Class I 100% of customary and reasonable fees. Oral Exam, prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
 - b. Benefit Level: Class II 80% of customary and reasonable fees. Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, periodontics.

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

G. Orthodontics

- 1. \$1,000 lifetime maximum per eligible dependent.
- 2. Other than for d., above, the maximum benefit per family member for the benefits described above shall be \$1,000 per policy year.
- 3. Any differences or problem that may arise on the plan's benefits and/or coverage between a teacher and the carrier shall be exclusively resolved by them and Article V of the Agreement shall not be operative with reference to the resolution of any such differences or problem.
- 4. The Board shall exclusively select the carrier. Said carrier shall provide to the district a list of dentists in the area whose fees are guaranteed not to exceed the provider's customary and reasonable fee schedule.
- 5. A teacher who applies for this coverage shall confirm, in writing, his/her own eligibility and his/her spouse's and/or dependents' eligibility according to the foregoing.
- 6. This plan also provides for internal and external coordination of benefits.
- 7. The Association also agrees a teacher's coverage will terminate at the end of the calendar month during which the teacher's resignation for reason of retirement, resignation or termination becomes effective. A teacher who is laid off at the end of the school year will retain coverage through August 31st.
- 8. A teacher who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

H. Vision Care Program

- 1. The Board shall provide each eligible teacher and dependents (inclusive of domestic partners as defined in Appendix F) with Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80.
- 2. This coverage will have an annual eye exam and an annual replacement of eyeglasses/frames or contact lenses as specified under the Blue Cross and Blue Shield of Michigan Vision Care Benefit Series A-80.

I. Option to Hospital-Surgical-Medical Insurance Benefit

- 1. For the duration of this agreement and as an option to the Health Benefits plan, specified in subsection 4 of Article XVII, Section (A), above, an otherwise eligible teacher, who is not covered by the application of subsection 1, shall be granted the option of receiving a yearly cash stipend in accordance with Section (G). 1 above. The teacher may elect to take this stipend in accordance with the Cafeteria Plan as established.
- 2. In the case of spouses, both employed as teachers in the district, one shall choose the health coverage necessary to cover his/her family as outlined in, (A) 4 above, the other shall choose this option.
- 3. This section shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XVI (A).
- 4. During the term of this Agreement, a teacher on an FMLA leave of absence due to an illness or injury may continue receiving the hospitalization and life insurance coverages set forth in Article XVI(A) and (B). If the employee remains on leave of after the completion of the FMLA period, he/she will be offered benefit continuation under COBRA until such time when they return to work.

5. However, a teacher who is on an approved leave of absence attributable to an occupational illness or injury, certified by the Board, shall be provided the hospitalization and life insurance coverages provided in Article XVII above, for the first twenty-four (24) months of such a leave. This provision is inoperative and does not apply to such a teacher who is eligible for disability retirement under the terms of the Michigan Public Schools' Employees Retirement Act.
6. During the term of this Agreement, a teacher on another type leave of absence (except for Sabbatical Leave) may continue benefits under COBRA.
7. During the term of this Agreement, a teacher laid off pursuant to Article VIII of this Agreement shall be entitled to the insurance coverages set forth in this Article XVI, (A, B), above, through the month of August of the year in which the layoff occurred.
8. The Hard Cap amount provided to part time teachers as defined in (A)(1) with 0.75 FTE or greater shall be paid for by the district. The Hard Cap amount provided for part-time teachers with less than 0.75 FTE shall be on a pro-rata basis from .75FTE or 75%. For example, a teacher in a part time assignment of 70% (0.7 FTE) shall receive 95% of the hard cap available and pay an additional 5% over the hard cap costs; a teacher in a part time assignment of 60% (0.6 FTE) shall receive 85% of the hard cap available and pay an additional 15% over the hard cap costs, etc..

J. Insurance Riders

1. The Association may add additional riders to the current MESSA health insurance program contained in collective bargaining agreement for the purposes of cost containment on behalf of its members.
2. The addition of these new riders shall not require review by or the approval of the Board of Education.
3. The request to add riders by the Association shall be submitted in sufficient time to be included in the open enrollment process upcoming school year.

ARTICLE XVIII - NEGOTIATIONS

- A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations between the parties for the purpose of entering into a successor agreement for the 2018-21 school year shall commence at least sixty (60) days prior to the expiration date of this Agreement.
- C. The parties agree that they may not execute a final Agreement between them without ratification by the Board and by the Association.
- D. As an exception to the above, due to its content, it is contemplated that certain portions of Appendix C, Calendar, may need to be altered during the course of the school year. Thus, at the request of either party, Appendix C, Calendar, may be reopened for negotiations purposes and if an alteration does result said alteration would not be subject to the ratification procedures.

ARTICLE XIX – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited

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

ARTICLE XX - GENERAL PROVISIONS

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees or the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but may be renegotiated as provided for in Article XIX, Section A. All other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. All teacher contracts relative to assignments set forth in the Teachers' Supplemental Pay Schedules will be drawn in conformity with the terms and conditions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. The Board and the Association recognize their respective responsibilities to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. The Board will consider a specific plan of reasonable accommodation proposed by an affected employee and the Association. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.
- D. In accordance with Section 15 of the Public Employment Relations Act, MCL423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL141.1501 to 141.153.
- E. This clause is included in this Agreement as required by State law. The Association has not agreed to it, nor acknowledged that it is binding on the parties. The Association reserves all rights to challenge its application and enforceability.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect until 11:59 PM, June 30, 2023. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2023, give written notice of termination.

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

Birmingham Education Association:

By Amy K Wagner
Amy Wagner
President

By Scott Warrow
Scott Warrow
Executive Director

By Dominick J Perrone
Dominick Perrone

By Ed Caughell
Ed Caughell

By Anne Wind
Anne Wind

By Dan Drapal
Dan Drapal

By Heidi Smith
Heidi Smith

Birmingham Board of Education:

By Lori Ajlouny
Lori Ajlouny
President

By Jennifer Rass
Jennifer Rass
Secretary

By Embekka Roberson
Embekka Roberson
Superintendent

By Dean Niforos
Dean Niforos
Assistant Superintendent HR

By Stacey M Wight
Stacey Wight

By Laura Mahler
Laura Mahler

By Jason Clinkscale
Jason Clinkscale

By Kyle Hall
Kyle Hall

APPENDIX A – SALARY SCHEDULES

2021-2022 BEA-2 (Teachers Hired After July 1, 2011)

Step	BA	BA+15	MA	MA+15	MA+30, NBC, EdS	PhD
1	\$41,043	\$42,600	\$44,684	\$46,116	\$47,079	\$48,042
2	\$43,655	\$45,249	\$47,158	\$49,561	\$50,528	\$51,495
3	\$46,267	\$47,898	\$51,632	\$53,006	\$53,978	\$54,950
4	\$48,879	\$50,548	\$55,106	\$56,451	\$57,428	\$58,405
5	\$51,491	\$53,197	\$58,581	\$59,896	\$60,878	\$61,860
6	\$54,103	\$55,846	\$62,055	\$63,340	\$64,328	\$65,316
7	\$56,715	\$58,496	\$65,529	\$66,785	\$67,778	\$68,771
8	\$59,327	\$61,145	\$69,003	\$70,230	\$71,228	\$72,226
9	\$61,938	\$63,794	\$72,477	\$73,675	\$74,678	\$75,681
10	\$64,550	\$66,444	\$75,951	\$77,120	\$78,128	\$79,136
11	\$69,197	\$71,187	\$81,832	\$83,006	\$84,049	\$85,092
12	\$71,888	\$73,916	\$85,412	\$86,555	\$87,603	\$88,652
13	\$80,109	\$82,282	\$95,217	\$96,384	\$97,484	\$98,585

2021-2022 BEA-1 (Teachers Hired Prior to July 1, 2011)

Step	BA	BA+15	MA	MA+15	MA+30, NBC, EdS	PhD
1	\$41,043	\$42,600	\$44,684	\$46,116	\$47,079	\$48,042
2	\$43,545	\$45,146	\$47,893	\$49,323	\$50,299	\$51,275
3	\$46,198	\$47,845	\$51,338	\$52,752	\$53,746	\$54,740
4	\$49,014	\$50,707	\$55,018	\$56,418	\$57,425	\$58,432
5	\$52,004	\$53,738	\$58,968	\$60,342	\$61,354	\$62,366
6	\$55,171	\$56,954	\$63,204	\$64,539	\$65,558	\$66,577
7	\$58,531	\$60,334	\$67,737	\$69,025	\$70,844	\$72,663
8	\$62,101	\$63,969	\$72,604	\$73,827	\$74,837	\$75,847
9	\$67,879	\$69,848	\$80,174	\$81,348	\$82,385	\$83,421
10	\$72,014	\$74,013	\$85,930	\$87,009	\$88,020	\$89,030
11	\$80,109	\$82,282	\$95,217	\$96,384	\$97,484	\$98,585

APPENDIX B - 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.

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

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

SUPPLEMENTAL PAY SCHEDULE

ATHLETICS

HIGH SCHOOL COACHES

I. A. High School Head Varsity Coaches

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

Head Varsity Football

Head Varsity Male Basketball

Head Varsity Female Basketball

Head Varsity Male Swimming

Head Varsity Female Swimming

Head Varsity Female Volleyball

I. B. High School Head Varsity Coaches

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

Head Varsity Female Gymnastics

Head Varsity Female Softball

Head Varsity Wrestling

Head Varsity Male Track

Head Varsity Female Track

Head Varsity Male Baseball

Head Varsity Ski (co-ed)

Head Varsity Male Cross Country

Head Varsity Male Tennis

Head Varsity Male Golf

Head Cheerleading (1 fall)

Head Competitive Cheer

Head Varsity Male Soccer

Head Varsity Female Soccer

Head Varsity Water Polo

Head Varsity Male Lacrosse (Unified)

Head Varsity Female Lacrosse (Unified)

Head Varsity Hockey (Unified)

Head Varsity Female Cross Country

Head Varsity Female Tennis

Head Varsity Female Golf

Head Pom Pom (1 fall, 1 winter)

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

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

Assistant Varsity Track Co-ed	Junior Varsity Baseball
Assistant Varsity Male Track	Junior Varsity Softball
Assistant Varsity Female Track	Junior Varsity Male Soccer
Assistant Male Cross-Country	Junior Varsity Female Soccer
Assistant Female Cross County	Junior Varsity Volleyball
Assistant Varsity Football (2)	Junior Varsity Football (2)
Assistant Varsity Wrestling	Junior Varsity Male Basketball
Assistant Varsity Hockey (Unified)	Junior Varsity Female Basketball
Assistant Varsity Male Lacrosse (Unified)	Freshman Football (2)
Assistant Varsity Female Lacrosse (Unified)	Freshman Male Basketball
Assistant Varsity Basketball	Freshman Female Basketball
Assistant Varsity Male Swimming/Diving (2)	Freshman Volleyball
Assistant Varsity Female Swimming/Diving (2)	Freshman Baseball
Head Varsity Bowling	Freshman Softball
	Freshman Male Soccer
	Freshman Female Soccer

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

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

Assistant Varsity Water Polo	Junior Varsity Male Golf
Assistant Varsity Female Tennis	Junior Varsity Female Golf
Assistant Varsity Ski (co-ed)	Junior Varsity Bowling
Assistant Varsity Male Tennis	Head Figure Skating
Assistant Cheerleading (1 Fall)	
Assistant Competitive Cheer	
Assistant Pom Pon (1 Fall, 1 Winter)	

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

MIDDLE SCHOOL/BCS COACHES

II. A. Middle School Head Coaches

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

Head Football (2)*
Head Male Swimming*
Head Female Swimming*
Head Volleyball
Head Male Track
Head Female Track
Head Male Soccer

Head Female Soccer
Head Wrestling
Eighth Grade Male Basketball
Eighth Grade Female Basketball
Seventh Grade Male Basketball
Seventh Grade Female Basketball
Head Male Cross Country
Head Female Cross Country

II. B. Middle School Assistant Coaches

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

Assistant Football (2)*
Assistant Male Swimming
Assistant Female Swimming

Assistant Wrestling
Assistant Track (co-ed)
Assistant Cross Country

*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

II. C. Intramurals Per Week

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

Three non-designated High School Positions
Three MS/BCS Male Basketball
Two MS/BSC Volleyball

Three non-designated MS/BCS
Three MS/BCS Female Basketball

Each position is authorized for a maximum of eight (8) weeks at three (3) days 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.

ACTIVITIES AND CLUBS

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

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

High School Debate Director
 High School Forensics Director
 High School Symphony Orchestra Director
 High School Symphony Band Director
 High School Choir Director

High School Director for Musical
 High School Head Teacher
 High School Marching Band Director
 High School 504 Coordinator

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

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

High School Assistant. Forensics Director (4)
 High School Assistant. Debate Director (3)
 High School Robotics Director

Middle School 504 Coordinator
 Middle School Head Teacher
 High School Student Government Sponsor

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

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

High School Musical Director (Vocal)*
 High School Vocal Ensemble Director
 High School Jazz Band Director
 High School Drama Director (per production)
 BCS Head Teacher/Team Coordinator (3)
 High School Senior Class Sponsor
 High School Junior Class Sponsor

High School Orchestra Director for Musical
 High School Chamber Orchestra Director
 High School Yearbook Director
 High School Newspaper Director
 Elementary Head Teacher (2 without AP; 1 with AP)

*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.

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

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

High School Assistant Marching Band Director
High School Assistant Band Director*

Middle School Choir Director
Middle School Orchestra Director
Middle School Musical Director
Middle School Band (2) Directors

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

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

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

High School Choreographer for Musical
High School Accompanist for Musical
High School Assistant Orchestra
High School National Honors Society
High School Sophomore Class Sponsor
Middle School Musical Vocal Director
Elementary Student Services (2 each building—safety patrol, service squad, etc.)

High School 9th/10th Grade Drama (per production)
High School Technical Director for Musical
High School Freshman Class Sponsor
High School Student Mentor Coordinators (2)
Middle School Newspaper (without class)
Middle School Yearbook Book (without class)

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % \$10,000	12.5% \$1250	13.5% \$1350	14% \$1400	14.5% \$1450	15.5% \$1550	16% \$1600

High School Drama Assistant Musical (2)

High School Drama Technical Director (per production)

High School Drama Assistant (2)
High School Model United Nations
High School Science Olympiad
Middle School Newspaper (with class)
Middle School Show Choir
Middle School Jazz Band
Middle School Yearbook Book (with class)
Elementary Student Council
Elementary Vocal Music (per building)

High School One Act Director
Middle School Student Government
Middle School Assistant Orchestra
Middle School Honor's Concert Orchestra
Middle School/BCS Forensic Director
Middle School Robotics Head Coach

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017-18 % \$10,000	10.5% \$1050	11% \$1100	12% \$1200	12.5% \$1250	13% \$1300	13.5% \$1350

High School Club Sponsor (20 each building)

(Including but not limited to: Diversity Club; International Club; National Art HS, National Spanish HS, National Science HS, etc.)

High School Color Guard

High School Drum and Percussion

Elementary Honors Choir (per building)

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

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

Middle School Model United Nations

Middle School/BCS Club Sponsor (30 per building)

Middle School Destination Imagination

Middle School National Junior Honor Society (2)

Middle School Drama (per class, per semester with evening production)

Elementary School Musical (per building)

Elementary Club Sponsor (7 per building)

III. I. Elementary Instrumental, Band, and Orchestra

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

Elementary Instrumental Orchestra ½ per building

Elementary Instrumental Band ½ per building

AFTER SCHOOL, EXTENDED DAY, TUTORING, AND OVERNIGHT TRIPS

IV. A. Hourly Before/After School Activities

2017-18	\$35.00/Hour
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Middle School Media/Computer lab
ESL Tutoring
Saturday School

BCS Extended Day Activities
Before/After School Tutoring

2017-18	\$30.00/hour
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High School Book Room (or the teacher will receive comp time at the teacher's election)
High School, Middle School and Elementary Art Show (up to 15 hours for outside the regular workday)

IV. B. Field Trips

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

Organizers:

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

Chaperones:	In State/Out of State/Outside the US	\$100/night
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Non-Overnight Organizer	\$120/day
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Non-Overnight Chaperone:	\$60/day
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*This stipend does not include athletic or activity positions, except for club sponsors, elsewhere listed in this document whose supplemental pay already compensates for overnight field trips.

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

FACILITATORS AND ACADEMIC COACHES

V. A. Facilitators and Coordinators

High School Testing Center Facilitator (*per trimester*) \$1,500

*The testing center will provide one, seventy (70) minute session at least three (3) days a week. The teacher and high school principal will mutually agree to the time of the sessions, before or after school.

Secondary School SISS Testing Accommodation Facilitator \$1,500

Elementary Media Center Facilitator (\$30 x 150 hrs.) \$4,500

Secondary Media Center Facilitator (\$30 x 150 hrs.) \$4,500

Reading Specialist Facilitator (\$30 x 150 hrs.) \$4,500

District Enrichment Facilitator \$1,100
(Science Olympiad, Destination Imagination, etc.)

K-12 Music Facilitator \$4,500

V. B. Building Resource Coach (BRC)

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

A: 18 Maximum Hours per Year = \$540

B: 36 Maximum Hours per Year = \$1080

C: 54 Maximum Hours per Year = \$1620

D: 72 Maximum Hours per Year = \$2160

BPS-BEA Supplemental Pay Schedule Club Requirements and Pay Options

Building Level Clubs

1. Paid clubs will be established at the building level based on:

- a. Budget and financial considerations
- b. Student and staff interest
- c. Central administration approval
- d. A signed Schedule B/Club contract
- e. As of the signing of this agreement, and for the duration of same, the joint teams have agreed that the following maximum club allotment:
 - Elementary -7
 - Middle School-30
 - High School-20

2. The criteria for establishing and receiving a stipend for a club include:

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

Salary Payment and Stipend Options

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

- a. Equal payments (bi-weekly, two lump sums, quarterly, etc.) while activity/sport is being conducted.
- b. Lump sum at the conclusion of the activity.

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

APPENDIX C – CALENDAR

2021-2022 BPS School Calendar

Tuesday, August 24	Teachers report for Apple breakfast and professional learning P.D. (A.M.) and Grade level/Dept. P.D. (PM)
Wednesday, August 25	Teachers report for building professional learning P.D. (A.M. and (P.M.).
Thursday, August 26	Teachers work on room preparation.
Monday, August 30 Term,	First day of school—HALF day (A.M.) for all students; District-wide P.D. (P.M.). Beginning of First Quarter, and Semester.
Tues., Wed., and Thurs., August 31, September 1, 2	Full days of school for all students EXCEPT kindergarten (for assessment purposes).
Friday, September 3- Monday, September 6	LABOR DAY recess.
Tuesday, September 7	Classes resume for all students.
Thursday, September 9	Groves High School Curriculum Night
Tuesday, September 14	Seaholm High School Curriculum Night
Friday, October 1	All Schools Half Day (A.M.); district-wide Staff P.D. (P.M.)
Thursday, October 7	Groves High School and Seaholm High School Conferences 4-7 P.M.
Friday, October 29	All Schools Half Day (A.M.); Elementary, B.C.S., and Middle School staff district-wide Staff P.D. (P.M.). High School P.L.C. meetings (P.M.). End of first term for Elementary School.
Monday, November 1	End of First Quarter for BCS and Middle School
Tuesday, November 2	No school for Elementary, BCS, and Middle School students; Elementary, BCS, and Middle School staff Records Prep (A.M./P.M.); High School students attend full day.
Wednesday, November 10	Middle School Students attend A.M. only; Middle School Conferences 1-4 P.M. and 5-8 P.M.
Thursday, November 11	Middle School Conferences 4-7 P.M.
Wednesday and Thursday November 17 and 18	Elementary & BCS Students attend A.M. only; Elementary & BCS Conferences, 1-4 P.M. & 5-8 P.M.
Friday, November 19	High School Students attend A.M. only with Two Exams; Records Preparation (P.M.)
Monday, November 22	High School Students attend A.M. only with Two Exams; Records Preparation (P.M.)
Tuesday, November 23	High School Students attend A.M. only with One Exam; Records Preparation (P.M.)
Tuesday, November 23 Wednesday, November 24	End of First Trimester for High School No School – Conference Compensation Day for Teachers
Thursday and Friday November 25 and 26	Thanksgiving Recess
Monday, November 29 day.	No School for High School Students ONLY; H.S. Staff Records/Preparation. All other students attend for a full day.
Wednesday, December 8	All Schools Half Day (A.M.); District-wide Staff P.D. (P.M.)
Tuesday, December 7 Thursday, December 9	Seaholm High School Curriculum Night, P.M. Groves High School Curriculum Night, P.M.
Wednesday, December 22, 2021 -Jan.2, 2022	Winter Recess
Monday, January 3, 2022	Classes resume
Friday, January 14	BCS and Middle School Students Attend A.M. only, Records Preparation (P.M.); End of Second Quarter

	ES/HS Students Attend A.M. only, Professional learning P.M.
Monday, January 17	No School for Students and Staff –MLK Day
Thursday, January 27	Groves High School and Seaholm High School Conferences, 4-7 P.M.
Wednesday, February 2	All Schools Half Day (A.M.); District-wide Staff P.D. (P.M.)
February 21-25	Midwinter Recess
Monday, February 28	Classes Resume
Tuesday, March 8	High School Students Attend A.M. only; Teacher Preparation (P.M.)
Wednesday and Thursday March 9 and 10	High School Students Attend A.M. only with Two Exams; Records Preparation (P.M.).
Friday, March 11	High School Students Attend A.M. only with One Exam; Records Preparation (PM); End of Second Trimester for High School; Elementary students attend A.M. ONLY; Records prep P.M.; End of 2nd Term Elementary;
Monday, March 14	High School Teacher Preparation (A.M.); High School Students attend P.M. ONLY.
Wednesday and Thursday March 16 and 17	Middle School Conferences, 4-7 P.M.
Wednesday and Thursday March 23 and 24	Elementary and BCS Attend A.M. only Elementary and BCS Conferences, 1-4 and 5-8 P.M.
March 28-April 1	Spring Recess
Monday, April 4	Classes Resume
Friday, April 8	BCS and Middle School Students Attend AM only, Records Preparation (PM); End of Third Quarter
Tuesday, April 12	M-STEP – Grade 11; Late-Start for Grade 9, 10 and 12 *(Subject to change)
Wednesday, April 13	SAT Testing – Grade 11; PSAT 9 Testing – Grade 9; Grades 10 and 12 are TBD *(Subject to change)
Thursday, April 14	ACT Work Keys-Grade 11; PSAT 10 Testing-Grade 10; Late-Start for Grades 9 and 12 *(Subject to change)
Friday, April 15	No school for students nor staff District-wide.
Thursday, April 28	Groves and Seaholm High School Conferences, 4-7 P.M.
Friday, April 29	All Schools Half Day (A.M.); District-wide Staff P.D. (P.M.)
Wednesday, May 11	All Schools Half Day (A.M.); District-wide Staff P.D. (P.M.)
Monday, May 30	No School for Students and Staff—Memorial Day
Sunday, June 5	High School Graduation Ceremonies
Wednesday and Thursday June 8 and 9	High School Students Attend A.M. only with Two Exams
Friday, June 10	Last School Day—All Students Attend A.M. only, Records Preparation (P.M.); High School Students Attend A.M. only with One Exam
Monday, June 13	NO SCHOOL! Conference Compensation Day for Teachers

Note: Each school will announce dates/times for assessments and testing. Additional information:

Rosh Hashanah – Begins at sunset on Monday, September 8, 2021 and ends at sundown on Wednesday, September 8, 2021
Yom Kippur – Begins at sundown on Wednesday, September 15, 2021 and ends at sundown on Thursday, September 16, 2021
Hanukkah – Begins at sundown on Sunday, November 28, 2021 and ends at sundown on Monday, December 6, 2021
Christmas – Saturday, December 25, 2021
Ash Wednesday – Wednesday, March 2, 2022
Ramadan – Begins at sundown on Saturday, April 2, 2022 and ends at sundown on Monday, May 2, 2022
Good Friday – Friday, April 15, 2022
Passover – Begins at sundown on Friday April 15, 2022 and ends at sundown on Saturday, April 23, 2022
Easter Sunday – Sunday, April 17, 2022
Eid Al-Fitr – Begins at sundown Monday, May 2, 2022 and ends at sundown on Tuesday, May 3, 2022

APPENDIX D – REQUEST TO RENEGOTIATE

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

**Letter of Agreement
between the
Birmingham Education Association/MEA/NEA ("Association")
and the
Birmingham Public School District ("District")**

**Virtual Academy General Guidelines
(Adopted and Approved on May 4, 2021)**

A Birmingham Virtual Academy shall be established as a way to address the learning needs of those students not willing or unable to return to in-person instruction and to accommodate, when possible, teachers who may be at high-risk of health complications due to the COVID pandemic. Anyone who is assigned to fill the responsibilities of being a teacher in this Academy shall be recognized under Article I of the BEA-BPS Collective Bargaining Agreement as teachers.

1. The BVA will run with an assigned BEA teacher with a goal of capping at 20 students per classroom in Grades K-2, 23 at grades 3-5, and at 25 per classroom at secondary. Additional paras may be assigned to classrooms with more than the assigned student limit
2. For classrooms above the BVA contract limit, the district shall provide relief as per the CBA. Additional relief may include repurposing job responsibilities of other non-classroom teaching staff or strive to hire additional teaching staff to support the classroom teacher or lower classroom size to the best extent possible.
3. Teachers may be expected to support or instruct students in a virtual remote environment that is similar to the one that they are instructing face to face.
4. A virtual class will count as a separate prep at the secondary level. For example, if a teacher is assigned integrated math 1 in-person and integrated math 1 BVA, each course will be counted as a separate preparation per the Collective Bargaining Agreement.
5. When a substitute teacher is not found for an absent elementary teacher and the teacher has to write asynchronous lessons for the students, the teacher shall not be docked a Sick Day or Personal Day.
6. Every effort will be made to balance the workload of synchronous and asynchronous instruction.
7. Both parties understand that any virtual remote learning program will follow the Birmingham core curriculum, standards, and benchmarks.
8. The District shall expect that student behavior must follow BPS Code of Conduct and the On-line Virtual Code of Conduct. Teachers have the right to address inappropriate behavior by students during online learning opportunities, including communication with the parents and school administrators. Teachers may mute, stop video, or remove a student from group learning activities if necessary, for the remainder of that class period.
9. A teacher who is permitted to teach at home during remote/virtual learning portion, is expected to meet all the instructional expectations of the BPS plan, including posting work, and PLC, staff, and individual meeting with students. Inability to meet these expectations may result in the district requiring the teacher to teach from their classroom.
10. The schedules and procedures of any Virtual Learning Plan plans shall comply with all aspects of the CBA including teacher planning time, number of courses and preparations taught, duty-free lunch, and class size load. Specifics regarding School Structure, Staffing, Teacher Planning, Lesson Structure, Technology, and Recording parameters can be found in additional mutually agreed upon supplementary documents to this LOA

11. These guidelines will be regularly assessed and adjusted as needed as new circumstances and understandings present themselves Any adjustments made to the Birmingham Virtual Academy shall be by mutual agreement of both parties.
12. This agreement is for the remainder of the 2021-2022 school year only and is not precedent setting for any successive school years.

LETTER OF UNDERSTANDING
Between
Birmingham Public Schools
And
Birmingham Education Association

Pandemic Leave

This agreement is entered into on the by and between the Board of Education of the Birmingham Public Schools ("BPS"), and the Birmingham Education Association ("BEA").

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

1. Any member who is required to quarantine or excluded from in-person work due to a positive test for COVID/Pandemic while at work, a possible exposure at work, or temporary shut-down of the classroom or workspace shall do so without loss of pay or benefits until there is a clearance to return to work. The number of days that can be used for this purpose is ten (10) workdays. Any workdays missed beyond ten may be deducted from the member's sick bank.
2. Under extenuating circumstances such as when a teacher's exclusion from work is the result of two separate COVID related quarantines, the district may extend District paid leave beyond the ten-day maximum.
3. Donated Days may be used to cover teachers whose leave, due to COVID related absence, exceeds the ten-day maximum or if the teacher no longer has a sufficient number of days in their sick bank.
2. Administrative directed paid time off due to COVID/Pandemic shall not be deducted from the member's existing leave banks.
3. The member shall remotely perform job responsibilities to the best extent possible during this district directed quarantine. If work is occurring at home after the ten (10) workday limit, then days shall not be deducted from a member's bank.
4. Members on administrative paid leave, using sick days shall continue to be provided all District paid insurances.

LETTER OF UNDERSTANDING
Between
Birmingham Public Schools
And
Birmingham Education Association

REGARDING THE CREATION OF A JOINT STUDY COMMITTEE
SCHOOL START TIMES

This agreement is entered into on the by and between the Board of Education of the Birmingham Public Schools ("BPS"), and the Birmingham Education Association ("BEA").

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

WHEREAS the parties have established an educational need for assessing the school start times improve the teaching and learning for all students.

NOW, THEREFORE, the parties agree as follows:

1. The establishment of a joint study committee on the BPS **School Start Times**.
2. Representatives will include—at most—eight (8) teachers, preferably representing various levels. Teacher participants shall be appointed by the Association. An equal number of administrators may be members of the committee. High school students and parents may also be invited to be part of this committee.
3. The charge of the committee shall be to consider the following:
 - a. A change from the current high school start and end times (7:30am-2:50pm) to later start and end time
 - b. The impact changing the start of the high school day will have on other levels and programs—elementary, middle school, BCS, adult transition, pre-school, etc.
4. The purpose and work of this committee shall include the following:
 - a. Develop and help administer surveys for feedback from all stakeholder groups
 - b. Research the impact earlier and later start times have on high school students, teaching and learning, and other district programing (OSTC, etc.). Implications to the district budget, X-block, after school activities, other level (elementary, annex, BCS, middle school) schedules, and bussing should be addressed.
 - c. Present its research and findings to the District Central Leadership Team, BEA Leadership, High School Administration, and high school staff, parents, and students.
 - d. Make recommendations regarding **School Start Times** that shall be considered by Board of Education in making its policy decisions in such matters.
5. Any changes to start and end times of the school day must be mutually agreed upon by the BEA and Board of Education
6. Investigation and research shall be completed no later than _____. A presentation of findings shall commence by _____. If changes are mutually agreed upon, implementation shall be no later than the beginning of the 2022-23 school year.
7. The Board of Education shall provide reasonable and necessary time and clerical assistance for the committee to complete its work.

LETTER OF UNDERSTANDING
Between
Birmingham Public Schools
And
Birmingham Education Association

REGARDING THE CREATION OF A JOINT STUDY COMMITTEE
on the HIGH SCHOOL SCHEDULE

This agreement is entered into on the by and between the Board of Education of the Birmingham Public Schools ("BPS"), and the Birmingham Education Association ("BEA").

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

WHEREAS the parties have established an educational need for assessing the high school trimester and daily schedule to improve the teaching and learning for all students.

NOW, THEREFORE, the parties agree as follows:

1. The establishment of a joint study committee on the BPS High School Schedule.
2. Representatives will include-at most-seven (7) teachers from each high school, preferably representing various departments and curricular areas. Teacher participants shall be appointed by the by the Association. An equal number of administrators may be members of the committee. High school students and parents may also be invited to be part of this committee.
3. The charge of the committee shall be to consider the following: A change from the high school trimester schedule to a semester schedule.
4. The purpose and work of this committee shall include the following:
 - a. Investigate and research various high school daily schedules and their comparative benefits to student learning and teaching.
 - b. Develop and help administer surveys for feedback from all stakeholder groups
 - c. Present its research and findings to the District Central Leadership Team, BEA Leadership, High School Administration, and high school staff, parents, and students.
 - d. Make recommendations regarding High School Schedule that shall be considered by Board of Education in making its policy decisions in such matters.
5. Any changes to the schedule must be mutually agreed upon by the BEA and Board of Education
6. Investigation and research shall be completed no later than _____. A presentation of findings shall commence by _____. If changes are mutually agreed upon, implementation shall be no later than the 2023-24 school year.
7. The Board of Education shall provide reasonable and necessary time and clerical assistance for the committee to complete its work.

**LETTER OF UNDERSTANDING
BETWEEN THE
BIRMINGHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
BIRMINGHAM EDUCATION ASSOCIATION**

Elementary Unified Arts Schedule for 2021-2022 School Year

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

WHEREAS the parties have established a need for a review of the organization and structure of the Elementary Unified Arts Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The establishment of a joint study committee on the Elementary Unified Arts Schedule.
2. Representatives will include a combination Unified Arts teachers, elementary classroom teachers, central office staff, and elementary administrators from across the district. Each of the eight elementary schools will have at least two representatives. Representation may include anyone from the aforementioned list.
3. The charge of the committee is to study and make recommendations regarding the scheduling of classes which may include an ABCD rotation, a Monday through Friday schedule, or another option. This may also include recommendations for time between classes and class duration.
4. The purpose of the committee shall include the following:
 - a. Develop and help administer surveys for feedback from elementary staff and administrators.
 - b. Research the impact on teaching and learning and possible implications to the District's budget.
 - c. Present its research and findings to the District Central Leadership Team, BEA Leadership, elementary administration, and staff
 - d. Make recommendations regarding an Elementary Unified Arts Schedule that shall be considered by the Board of Education.
5. Any changes to the Elementary Unified Arts Schedule must be mutually agreed upon by the BEA & Board of Education.
6. Investigation and research shall be completed no later than _____. A presentation of findings shall commence by _____. If changes are mutually agreed upon, implementation shall be no later than the beginning of the 2022-23 school year.
7. The Board of Education shall provide reasonable and necessary time and clerical assistance for the committee to complete its work.

**LETTER OF UNDERSTANDING
BETWEEN THE
BIRMINGHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
BIRMINGHAM EDUCATION ASSOCIATION**

DEPARTMENT FACILITATORS for 2021-2022 School Year

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

WHEREAS the parties have established a need for better understanding of the structure for equitable professional growth, facility/equipment needs, and curriculum in all subject areas.

WHEREAS the BPS and the BEA agreed to establish a Committee consisting of equal BPS and BEA representatives under the direction of the Assistant Superintendent for Student Learning and Inclusion

1. The Committee establishes a comprehensive organization of department heads (ABSASP), facilitators (BEA), supervisors (both ABSASP and BEA), coordinators (both ABSASP and BEA), and academic coaches (BEA) that identifies the scope, parameters, expectations, compensation which may include but not be limited to the suggested components:

- Delineation of the names of the titles of specific positions (e.g., "facilitator" vs. supervisor") and their specific roles and sphere of oversight (e.g. "K-12 physical education" or "K-5 Spanish")
- Which roles would be reserved for members of ABSASP and which would be reserved for BEA members (likely as outlined in Article V. A. of APPENDIX B-SUPPLEMENTAL PAY SCHEDULE in the BEA master agreement).
- Changing the title of all positions in Article V. A. of APPENDIX B-SUPPLEMENTAL PAY SCHEDULE in the BEA master agreement to "facilitator."
- Adding a K-12 music facilitator position to Article V. A. of APPENDIX B-SUPPLEMENTAL PAY SCHEDULE in the BEA master agreement with compensation set at \$4,500.

2. The committee will recommend a plan for consideration. Any elements of the plan under the purview of the BEA/BPS master agreement will require mutual consent of the parties prior to implementation.

3. Compensation recommended by the Committee that is subject to the BEA/BPS master agreement shall be negotiated and only approved upon mutual agreement of the BEA and BPS.

4. For the 2021-2022 school year only, there shall be a K-12 physical education facilitator position added to Article V. A. of APPENDIX B-SUPPLEMENTAL PAY SCHEDULE in the BEA master agreement at compensation of \$4,500 or fulfilled through F.T.E. allotment, whichever is mutually agreed upon by the parties.

5. For the 2021-2022 school year only, there shall be a K-5 elementary Spanish facilitator position added to Article V. A. of APPENDIX B-SUPPLEMENTAL PAY SCHEDULE in the BEA master agreement at compensation of \$1,500 or fulfilled through F.T.E. allotment, whichever is mutually agreed upon by the parties.

6. This Letter of Agreement will expire on June 30, 2022, unless extended by mutual agreement of the parties.

7. The committee will have recommendations provided prior to the start of the 2022-2023 school year.

**LETTER OF UNDERSTANDING
BETWEEN THE
BIRMINGHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
BIRMINGHAM EDUCATION ASSOCIATION**

Learning Needs for Quarantined Students

In consideration of the mutual covenants hereinafter set forth, the BPS and the BEA agree as follows:

WHEREAS the parties have established that meeting the learning needs of students who are required to quarantine due to Covid-19 exposure is necessary,

WHEREAS the parties recognize that students attending in person must have their learning needs met as well,

WHEREAS the parties recognize that the level of interaction expected for virtual learners in the hybrid system in place during the 2020-2021 school year is not sustainable for quarantined students in the 2021-2022 school year,

WHEREAS The BPS/BEA has agreed to those terms;

NOW, THEREFORE, the parties agree as follows:

1. In order to participate in virtual learning support, a student, who has a medically proven need to quarantine, must be approved by the school or district. The process for approval shall be based on OCHD or CDC Guidelines
2. Classroom teachers will provide assignments and learning materials to students who have a proven need to quarantine; these provisions will continue through the length of the required periods of time of quarantine as determined by state, county, or local health agencies.
3. Quarantined students shall be provided the opportunity to view classes during their quarantined period. Students opting for the opportunity need to be on the virtual platform at the beginning of the class start time unless other arrangements are made in advance with the teacher.
4. Instruction shall be provided based on the in-person learning experience.
5. Quarantined students who need additional learning support during the quarantined period may request such assistance. Such request shall be reviewed by an administrator and support may be assigned during the quarantined period.
6. Classroom teachers and other staff who are approved to meet with quarantined students to aid their learning at the lunch time, prep time, or outside of the school day, excluding x-block, shall be compensated at \$50.00 per hour, up to five hours per week.
7. This Letter of Agreement will expire on June 30, 2022, unless extended by mutual agreement of the parties.

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