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6/30/71

P.N.

1969-71

Birmingham
Agreement.

1/8/70

Ratification Copy.

Birmingham Board of Education

1/1/70 - 6/30/71

MEA
1216 Kendall
E. Lansing, MI
48823

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INTRODUCTION

This Agreement is entered into this _____ day of _____ 1970, between the BOARD OF EDUCATION OF THE BIRMINGHAM SCHOOL DISTRICT, Oakland County, Michigan (hereinafter referred to as the "Board") and THE BIRMINGHAM EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

I. RECOGNITION

- A. 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, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, 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.

Letter of Intent - see Appendix

II. DEFINITIONS

- A. The term "Association" as used in this Agreement shall mean the Birmingham Education Association.
- B. The term "Board" as used in this Agreement shall mean the Board of Education of the Birmingham School District.
- C. The term "school year" as used in this Agreement shall be defined by the 1969-1970 and 1970-1971 school calendars.
- D. The term "teacher" as used herein, shall refer to all employees in the unit for bargaining as defined in Article I. References to the male teacher shall include female teachers.

III. ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his 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 rights set forth herein or under law.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights 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 the 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. Duly authorized representatives of the Association, including its Executive Director, will be permitted to transact official Association business on school property at all reasonable times, provided such business shall not interfere with or interrupt normal school operations and that the building principal or his designee shall be informed of such representative's presence at times other than

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the teachers' lunch period or before and after normal school hours.

- 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.
- F. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting 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 teacher.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- I. During the term of this Agreement, the Rights granted herein to the Association will not be granted or extended to any other organizations claiming to represent a teachers' organization.
- J. Present Board policies which affect teachers but which are not covered in this Agreement will not be changed unless the Association is notified. Notice of prospective Board policies that affect teachers shall be given in writing to the Association sufficiently in advance of the scheduled Board action to allow the Association to present an opinion and have it considered.
- K. Professional Dues, Payroll Deductions, and Service Charge
 - 1. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of the Agreement shall apply equally to all teachers in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Board after it has satis-

ied itself that the Association is the choice of a majority of the teachers in the bargaining unit.

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

2. In accordance with the philosophy set forth in Section 1 above, and except as provided elsewhere herein, all full-time teachers as defined in the bargaining unit for which the Association is certified shall, as a condition of continued employment, either: sign and deliver to the Board an assignment authorizing deduction of annual membership dues of the Association (including the Michigan and National Education Associations), and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year,

or

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

The Association shall also comply with the following:

- a. Fulfillment of the requirements and necessary items set forth in section 3 and elsewhere in this Article:
- b. Fulfillment of its fiduciary obligations by sending written notices to the full-time teacher that he has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Board.
- c. Fulfillment of its responsibilities by sending written notice to the full-time teacher (copy to the Board) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for his termination was being made to the Board.

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

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

- a. Majority Representative - The Association is the certified collective bargaining representative of the teachers in the unit.
 - b. Availability of Membership - The Association shall permit all full-time teachers to join the Association except where admission of any given teacher would be contrary to its constitution.
 - c. Equal Membership - The Association must allow membership on an equal basis; full participation must be on an equal basis.
 - d. Application of Membership - As a condition of employment, the Association cannot deny a full-time teacher membership except where the granting of membership to the given teacher would be contrary to its constitution, or in the alternative, the right to pay the service charge if the full-time teacher has tendered or offered to pay.
4. Exceptions to Section 2 above shall be:
- a. All teachers who are not employed on a full-time permanent basis or who are not eligible to be compensated according to Appendix A of this Agreement shall not be required to join the Association or pay the service charge thereto. ✓
 - b. Full-time teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only the remaining monthly installment membership dues or service charge. Such

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pro-ratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of the days left that shall govern.)

5. If a full-time teacher has tendered directly to the Association his annual membership dues or the service charge, or has a written authorization in effect requiring the deduction of such dues or service charge, the teacher shall not, under any circumstances, risk the loss of his employment because of a lack of good standing in the Association. The Association cannot cause the discharge of a teacher who has resigned from or has been expelled by the Association for any reason other than his failure to tender the annual membership dues or service charge to the Association, either directly or after revocation of his authorization.
6. The deduction of annual membership dues or service charges shall be made in ten (10) equal installments, beginning with the month of September and ending with the month of June. The Board agrees to remit by the 15th of each succeeding month to the respective Associations all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The Association agrees to certify, in writing, the current rate of BEA, MEA, and NEA dues to the Board within ten (10) days after commencement of the school year.
7. The following requirements are understood and agreed to by the parties:
 - a. At the beginning of each month, the Association shall send the Board a list of those full-time teachers who have paid the annual Association membership dues or service charge in cash.
 - b. The Association agrees no full-time teacher who shall leave the Board's employ before the completion of the school year shall be required to have deducted any additional monies under this Article.
 - c. The Association agrees that the service charge paid by non-members shall not be used to support financially any political candidates if the non-member objects to such support.
8. In any case in which a teacher or teachers contest a discharge under the provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in doing so, the Association agrees to pay such expenses so incurred by the Board provided the counsel is acceptable to the Association and except that if the opportunity arises

to settle the case and the Association is willing to pay the cost of settlement, the Association will be free of all obligations hereunder if the Board refuses to settle. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Article. Where a teacher's employment has been terminated and he has given indication that he is in the process of contesting that termination through the Tenure Commission or a court of competent jurisdiction the teacher litigating the issue will have his employment continued until such time as the litigation has been completed and a decision rendered in the matter or until such teacher has ceased to pursue the legal remedies available to him by not making a timely appeal of any decision rendered in said issue by the Tenure Commission or a court of competent jurisdiction. Any such request for litigation by a teacher must commence within the thirty (30) days immediately following his receipt of the notice that his employment is being discontinued at the conclusion of the school year.

9. If any court of competent jurisdiction or governmental administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal, or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Association shall reimburse all teachers who have been required to pay the service charge, provided such teachers must request the Association for reimbursement within thirty (30) days of such court, administrative agency, or legislative decision or action.

- 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.

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.

- 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. Such proscribed action shall also be deemed to include slowdowns, stoppages, sit-ins, interference of any kind whatsoever with operations at any of the facilities of the Birmingham School District, and picketing or demonstrations during normal teaching or working hours. The Association further agrees that it will not engage in any sanctions activities violative of law or of this Agreement.
- C. In the event of any action in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement and unauthorized by the Association, and the Association shall advise such teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such activities.
- D. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith.
- E. The Board shall appoint or assign representatives to act in its stead and otherwise assist it in the administration of this Agreement.

V. GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by any teacher or other certificated 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.
- 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. Also, the days set forth herein are exclusive of any of the days of the preceding event; e.g., a Level I grievance meeting must be held within the five (5) days immediately following the presentation of the grievance at Level I.

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

Grievance Level	Grievance Procedure and Arbitration		
	Presentation	Meeting	Disposition
I Administration	15 days after occurrence	5 days	5 days
II Superintendent	T - 5 days C - 5 days	5 days	5 days
III Board	5 days	15 days	10 days
IV Arbitration	T - 5 days C - 15 days	Joint selection of arbitrator - 10 days Demand for arbitration - 5 days	30 calendar days

T= Teacher

C= Chairman of Assoc. Grievance Committee

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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 fifteen (15) school days that immediately follow the event or condition that is the subject or basis of the grievance. The proper Board Representatives shall be notified by the teacher and/or his Grievance 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.

1. Level I

A teacher or one (1) designated member of a group of teachers having a complaint may, present or have his Association Grievance Representative present the complaint to and request a meeting with the principal or other appropriate Board representative. Within five (5) school days a meeting shall be held with the teacher and/or his Grievance Representative with the objective of settling the complaint informally and promptly. The Level I disposition will be rendered within the five (5) school days after this meeting. If the Level I grievance is reduced to writing, it shall be delivered to the principal or other appropriate Board representative by the end of the school day after the Level I meeting, and the Level I disposition will be rendered within the five (5) school days after it is so delivered.

2. Level II

If the Level I disposition does not settle the complaint, the teacher may within the five (5) school days after the Level I disposition is rendered, prepare and present to the Chairman of the Association Grievance Committee a Level II grievance signed by the teacher and his Grievance Representative stating the Agreement clause claimed to have been violated. The

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Grievance Representative may assist the teacher in preparing his Level II grievance. Within the five (5) school days after receiving the grievance, the Chairman may present the grievance to and request a meeting on the grievance with the Superintendent of Schools and/or his designee, and the meeting shall be held to attempt to settle the grievance within the five (5) school days after the Chairman's presentation of the grievance and meeting request. The Level II disposition will be rendered within the five (5) school days after this meeting.

3. Level III

If the Level II disposition does not settle the grievance, the teacher may, within the five (5) school days after the Level II disposition is rendered, and through the Chairman, present the grievance to and request a meeting on the grievance with the Board. Within the fifteen (15) school days after receiving the grievance and the request for the meeting, a Committee of the Board shall meet with the teacher and his Grievance Representative to attempt to settle the grievance. The Level III disposition will be rendered by the full Board within the ten (10) school days after this meeting.

4. Level IV

- a. If the Level III disposition does not settle the grievance the teacher may, within the five (5) school days after the Level III disposition is rendered, request the Chairman in writing to submit the grievance to arbitration at Level IV. If the Association Grievance Committee determines the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Birmingham School System, it may, by written notice to the Board, submit the grievance to arbitration at Level IV within the fifteen (15) days after receipt of the request by the teacher.

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

- b. Within the ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association Grievance Committee will agree on a

Grievance Procedures and Arbitration - 4

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 in the selection of an arbitrator.

- c. The arbitrator so selected will hear the matter promptly and will issue his 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. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue(s) submitted.
- d. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. 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 he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the teacher whose grievance he rules on, provided that the arbitrator shall not substitute his judgment for that of the Board or the Association.
- f. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.
- g. Dispositions to written Level I, II, and III 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 Chairman of the Grievance Committee. Decisions rendered at Level IV will be in accordance with the procedures set forth in Section C, Paragraph 4,c.

D. 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.

- E. Records of all grievance procedures shall be maintained by the involved parties, but they shall not be contained in the personnel file of the grievant.
- F. Grievances may be investigated by the Association Grievance Representative during his regularly-scheduled hours. Permission in advance of such investigation must be received from his principal or other appropriate Board representative. Permission shall not be unreasonably withheld. Before commencing the investigation of any grievance, the grievance representative of the Association shall notify the immediate supervisor of his intention to begin his investigation. The investigation of grievances shall be conducted in a professional manner at such times and in such a way as not to cause interruption of, or interference with, regularly established teaching schedules or other academic duties of other teachers.
- G. In addition to its Executive Director, the Association shall appoint one teacher and specified alternate in each school building to serve as the grievance representative of the Association. The names of all grievance representatives and their specified alternates of the Association shall be furnished in writing to the Board within five (5) school days after their appointment. No grievance representative or alternate shall be recognized by the Board or act on behalf of the Association until the Board has been so notified. Any changes in grievance representatives or alternates shall be reported to the Board in writing as far in advance as possible.

VI. TEACHING HOURS AND CLASS LOAD

- A. A teacher shall report for his assignment no less than fifteen (15) minutes before the start of the pupil day for his building. Except on Friday or the day before a holiday, teachers including elementary counselors and elementary librarians shall be available as needed, but shall remain a minimum of twenty (20) minutes after the close of the pupils' school day to complete their professional duties.

Beginning at the break in the school year or by February 9, 1970 whichever is first the Board if it requires counselors to stay one hour beyond the pupils' day will pay for the remainder of the 1969-1970 school year an additional compensation of \$100.00 to each counselor so required. The same provision shall apply to secondary librarians.

However, the Board can avoid the payment of counselors by not making this requirement but relying on the representation that the counselors will stay from time to time as their professional responsibilities require. The Fact Finder does not consider the fact that on a given day even as frequently as once a week a counselor may be required by his own sense of professionalism to stay an hour beyond the pupils' day. The \$100.00 only would be required if the school administrator made it an absolute requirement as is now the case. The same applies to librarians.

However, there shall be another option for the Board as to librarians. In those schools where there are two librarians the Board may alternate their shifts, so that one librarian would come in early and leave early and one will come in late and stay the hour beyond the school day without paying additional compensation. In schools where there is only one librarian then the same principle will apply as has been set forth for the counselors above. And the \$100.00 provision would become effective at the change of the school term or February 9, 1970 or whichever is first.

In the second year contract all counselors and librarians who are required to stay consistently one hour each day beyond the Pupils' school day, except in the case of librarians who are alternating, shall be paid an additional \$250.00 per year over their salary schedule.

- B. The hourly schedule will be as follows, except in instances where changes are mutually agreed to by the administrator and teacher:
1. Seven Period Day
 - a. No more than five (5) academic periods shall be assigned
 - b. At least one (1) non-academic duty shall be assigned
 - c. At least one (1) preparation shall be assigned

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2. Six Period Day
 - a. No more than five (5) academic periods shall be assigned
 - b. At least one (1) preparation shall be assigned
- C.
 1. The Board shall continue its present policy of assigning no more than four academic periods each day to senior high school English teachers.
 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 maxima established in this Article.
 3. The Board shall not assign more than three different course preparations in any one semester except in unusual circumstances such as the inability except by additional assignments of making the course available to students.
 4. The Board and Association agree that secondary non-academic school day assignments, such as hall duty, lunch duty, etc., shall be first given to volunteer teachers. In the event an insufficient number of teachers volunteer, such duties shall be assigned.
 5. The faculties of the various buildings will be notified as to the proposed academic loads, and opportunities will be offered for teachers to make proposals and suggestions relative to assignments. All suggested alternatives will be accepted if they have valid reasons.
 6. All secondary teachers shall be entitled to a duty free lunch period of forty (40) minutes.
- D.
 1. A morning and an afternoon relief period for all elementary teachers will be arranged by their Principal in joint consultation with the Advisory Committee. In addition an elementary teacher may utilize for planning purposes the time his class is under the direction of an associate teacher unless by prior arrangement the classroom teacher's presence is required, but this last provision should not be used to consistently deprive a teacher of planning time.
 2. All elementary teachers including associate teachers shall have a duty-free lunch period comparable to the students under their supervision.
 3. The present teachers and associate teachers work day in the elementary school shall remain as is.
- E. The Board and Association agree that assignment of elementary intramurals shall be first given to volunteer teachers. If an insufficient number of teachers volunteer, such duties may be assigned to elementary physical education teachers. It is understood that elementary physical education teachers will be given preference in these assignments.

Teaching Hours and Class Load - 3

- F. Faculty meetings shall be held only on a regular scheduled day. A maximum of two faculty meetings per month which are not to last more than one hour beyond the pupil day except that exceptions may be made to this provision in the event of unusual circumstances such as, school crises or emergencies in the community. In such event it may be that the meeting may last longer or there may be more than two in a given month.
- G. Recognizing that the total education environment of students demands various activities beyond those experienced solely in the classroom, the Board and the Association shall work cooperatively at the building level to encourage all teachers to accept a share of necessary school related activities. All such activities for which no compensation is provided shall, however, be entirely voluntary.
- H. Attendance by teachers at P.T.A. meetings shall be voluntary with the exception of one (1) annual P.T.A. Open House.
- I. Teachers may leave the school building during their lunch period.

VII. TEACHING CONDITIONS AND CLASS SIZE

- A. The Board will diligently strive to adhere to the class size maxima set forth in the table below. It is understood that if a circumstance should arise where a class size deviation from said maxima is absolutely necessary, the teacher affected will be promptly informed of the reasons for such necessity by his Principal. The teacher affected may make recommendations of ways by which the class size deviation can be avoided. Any reasonable recommendation(s) will be thoroughly investigated, evaluated, and implemented, whenever possible.

Elementary

1. Kindergarten	27 pupils
2. Elementary school grades	30 pupils
3. Elementary school split level grades	27 pupils

Secondary

1. English	30 pupils
2. Social Studies	30 pupils
3. General Education	30 pupils
4. Mathematics	30 pupils
5. Science	30 pupils
6. Language	30 pupils
7. Business	30 pupils
8. Typing	35 pupils
9. Industrial Arts	25 pupils
10. Drafting	35 pupils
11. Vocational Shops	25 pupils
12. Homemaking	25 pupils
13. Music	40 pupils
14. Art	30 pupils
15. Health Education	45 pupils
16. Pool	45 pupils
17. Hygiene	30 pupils

Special Education

1. Special class for handicapped or mentally retarded	15 pupils
2. Special sight-saving, hearing conservation classes	15 pupils
3. Emotionally disturbed classes	10 pupils

To the extent feasible and under the circumstances, the minimum class size per teacher, excluding special education, shall be 10 pupils

- B. The Board and Association encourage the establishment of an Advisory Committee at each school. The committee will consist of the principal, who may request the presence of one other

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administrator, and a minimum of four (4) faculty representatives elected by the faculty. The advisory committee will meet once each month, with necessary additional meetings being held at the request of either the principal or the faculty representatives. The Advisory Committee members will exchange and review proposals and recommendations on school matters of mutual concern to the parties.

- C. The scheduling of elementary Associate Teachers and Pupil Services personnel shall be made in consultation with teachers concerned. Such scheduling shall make due allowances for the best overall educational benefits for all pupils involved.
- D. The Board will continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the historical, scientific and social development of the United States. The Board further agrees at all times to keep the schools reasonably equipped and maintained with the tools of the teaching profession.
- E. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference area in each school in the District and include therein all texts which are reasonably requested by the teachers of that school within the limitations of the school library budget.
- F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use.
- G. Telephone facilities shall be made available to teachers for their reasonable use for professional purposes in a secluded area.
- H. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas. The proceeds from all such machines shall be administered by the faculty in the building, including the administrators.
- I. Wherever possible, off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use, with the provision that those teachers whose health demands special consideration shall be given preferential parking privileges.
- J. The provisions of the Occupational Safety Act (Michigan Public Act 282, 1967) shall be complied with by the Board and all teachers.

Teaching Conditions and Class Size - 3

- K. Building principals shall permit teachers to leave the building during conferences for duties attendant to professional responsibilities, and this permission shall not be arbitrarily denied.
- L. The Board agrees, during the term of this Agreement, to continue its inclement weather attendance policy and administrative regulation (4151.2, "Teaching Staff Personnel Policies, 1968-69") as it applies to teachers.

In part, this policy and administrative regulation provides ".... When schools are closed due to inclement weather, members of the professional and secretarial/clerical staffs are not expected to report to their buildings before noon (12:30). Cafeteria staff members are not to report for the day. Custodial and maintenance personnel are to report to their assignments as soon as possible. During the morning hours, but not later than 11:00 a.m., a decision will be made by the Superintendent regarding staff attendance for the afternoon, based upon information supplied by the individual building principals or unit supervisors or their delegated representative. In the event that individual schools are to be opened, the principal or unit supervisor will be responsible for notification of all staff members assigned to his building or department. If the staff member is not so informed by noon, he may assume that attendance is not expected for the remainder of the day."

Also, this policy and administrative regulation will be fairly applied in consideration of the inclement weather conditions that prevail at the residence of a teacher.

- M. All elementary teachers shall be responsible for no more than one conference for each 30 minutes of time during the regularly scheduled Parent-Teacher Conferences. Conferences shall be conducted up to but not beyond 4:30 p.m. Any conferences scheduled beyond these limitations, for whatever reasons, shall take place at that time during the normal school day when the Associate Teachers are conducting classes.
- N. The Board agrees it will not discriminate with respect to any teacher's class load.
- O. Teachers shall not be assigned, except temporarily and for good cause, outside of the scope of their teaching certificates or their major field of study.

Teaching Conditions and Class Size - 4

- P. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Involuntary assignment made after June 1st shall not continue beyond the conclusion of the following school year, June 1970 or June 1971 whichever is applicable. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
- Q. The Faculties of the various buildings will be notified as to the proposed academic loads, and opportunities will be offered for teachers to make proposals and suggestions relative to the assignments. It is assumed all suggested alternatives will be accepted if they are supported by valid reasons.
- R. 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.
- S. Special education students will not be placed in regular academic classes without prior consultation with the academic classroom teacher.
- T. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.

VIII. VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Since the quality of education is determined by the capability of the teaching staff, the Board is pledged to seek the most competent person, utilizing all sources for whatever position may exist.
- B. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular or extra-duty activities.
- C. Whenever a vacancy is declared in a certified position, the Board shall publicize the same by giving written notice of such vacancy to the Association, including during the summer. No such vacancy shall be filled, except on a temporary basis, until ten (10) days after the vacancy is so publicized.
- D. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the District, the Board's policy of promotions and filling special positions from within its own teaching staff, and other relevant factors. Normally, an applicant within the system with less service shall not be awarded a position unless his qualifications shall be demonstrably superior to applicants within the system with greater service. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the District, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.
- E. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties hereby agree that un-requested transfers of teachers are to be minimized and avoided whenever possible.

The Superintendent or his designee shall notify in writing the affected teacher of the reasons for an involuntary transfer.

In the event where an involuntary transfer is necessary, consideration shall be given to the following:

1. Length of service in the District
2. Previous transfers
3. Probationary status

Vacancies, Transfers, and Promotions - 2

4. Welfare of teacher
5. Qualifications required for the assignment
6. Needs of the receiving school.

F. By March 15th of each year, teachers may request transfers from one school to another or transfer to a different teaching subject for the ensuing school year commencing the following September. All requests for transfer must be in writing and received by the Personnel Office no later than March 15th.

The following procedure will be followed:

1. The teacher shall be notified of such vacancy by the Personnel Office.
2. The teacher shall then arrange an interview to discuss the matter with the Principal of the school (or Supervisor) to which he wishes to be transferred.
3. The teacher shall then request the Personnel Office to permit the transfer.

If all parties, the teacher, the Principal of the School (or Supervisor) to which the teacher wishes a transfer, and the Personnel Office, are in favor of such transfer, then the transfer shall take place. If all parties as mentioned above are not in agreement, then the Superintendent's of Schools decision shall be final. Only one transfer in a two-year period shall be permitted, except by mutual agreement between the parties.

- G. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- H. The Association agrees that all teachers not on tenure shall be required to return annual contracts within twenty-one (21) days after the date of issuance. Failure to do so shall be interpreted to be notice that the teacher has resigned as of the conclusion of the current year. The Board and the Association urge those teachers on tenure to inform the Board as soon as possible if they do not intend to return for the coming school year. This condition shall be operative only under the salary terms of the Agreement between the Board and the Association.

IX. LEAVES OF ABSENCE

- A. Upon application, a maternity leave shall be granted without pay commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one (1) school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to a leave of absence for one (1) year. A teacher desiring to continue active teaching through the sixth month of her pregnancy may do so with her physician's written permission, which must be filed with her superior beforehand.
- B. A one-year leave of absence without pay will be granted to any teacher who joins the Peace Corps as a full-time participant in such program. Such leave shall be extended for one (1) year.
- C. A teacher who is a member of the National Guard or a military reserve unit shall be granted a leave for his annual two-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 service pay and regular teacher's salary, but only if by such a leave he would suffer a loss.
- D. A leave of absence for one (1) year shall be granted without pay to a teacher seeking public office.
- E. A leave of absence for one (1) year shall be granted without pay to those teachers who are appointed or elected to Association, MEA or NEA positions.
- F. Teachers who are summoned and report for jury duty shall be paid an amount equal to the differences 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 he reports for or performs jury duty and on which he otherwise would have been scheduled to work.
- G. A military leave of absence shall be granted to any teacher who is inducted into or who enlists for military duty in the Armed Forces of the United States. Upon termination of such military service, the teacher shall be offered re-employment in his previous position or in a position of like status and pay, unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

Leaves of Absence - 2

1. Has not been dishonorably discharged
 2. Is physically able to do the work
 3. Reports for work within ninety (90) days of the date of discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year; and
 4. His period of military service did not exceed four (4) years plus any additional period in which he was unable to obtain orders relieving him from active duty.
- H. A teacher on tenure may be granted a one-year leave without pay for reasons of health, to return to school, or for other reasons deemed meritorious by the Superintendent.
- I. All leaves of absence may be extended by the Board. A teacher's request for an extension of his leave of absence must be submitted in writing.
- J. A teacher who returns from a leave of absence during a subsequent school year shall receive the salary of the immediate next step of the salary schedule provided he is otherwise qualified in accordance with the policy pertaining to advancement on the salary schedule.

X. SABBATICAL LEAVES

- A. In order to enhance the professional status of teachers, the parties agree to the establishment of a Sabbatical Leave Committee to be comprised of an equal number of teachers and Board representatives. The Association will select the teacher members of this Committee. This Committee shall evaluate the qualifications of all applicants and make recommendations to the Superintendent for those applicants deemed acceptable. The Superintendent shall, however, make the final decision with respect to such applicants. The Committee may also consult with the Superintendent annually with reference to possible changes in the criteria for the selection of teachers seeking Sabbatical Leave. No more than two percent (2%) of the teachers may receive a Sabbatical Leave in any one school year.
- B. The compensation for a teacher on Sabbatical Leave shall be one-half (1/2) of the base salary he would receive if 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 Programs provided for elsewhere in this Agreement. The Association and a teacher on Sabbatical Leave agree that the

Sabbatical Leave - 2

Board shall not be held liable for the death of or injuries sustained by the teacher while he is on Sabbatical Leave.

- D. Prior to commencement of the Sabbatical, the teacher shall either be given assurance of his return to his assignment or the assignment to which he will return shall be made known to him. 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 return. A teacher returning from Sabbatical shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

XI. DISCIPLINE

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance asserted by the Board, which is not covered by the Michigan State Tenure Act, shall be subject to the grievance procedure herein set forth, up to but not beyond the decision of the Board.
- B. A teacher shall at all times be entitled to have present a representative of the Association when 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.

XII. ACADEMIC FREEDOM

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

Academic Freedom - 2

1. The teacher shall encourage the student to study varying points of view and respect his right to form his own judgment.
 2. The teacher may assume full political and citizenship responsibilities, but shall refrain from exploiting the institutional privileges of his 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 he be cognizant of the maturity of his students and that this be recognized in his 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.

XIII. TEACHER PROTECTIONS AND SAFEGUARDS

- A. Since the teacher's authority and effectiveness in his classroom is 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. The Association agrees that each teacher has an obligation to enforce the rules and regulations of the Board at all times.

The Board further recognizes that the teacher may not be expected to assume the role of warden or custodian for emotionally disturbed 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 person the Board will take reasonable steps to relieve the teacher of responsibilities with respect to the student.

- B. Problems relating to student discipline and suspension procedures as determined by the school faculty or 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

Teacher Protections and Safeguards - 2

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 he is fulfilling his teaching or related responsibilities shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his 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 defense, provided the teacher's action was not contrary to the 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.
- F. A teacher, in administering student discipline, must recognize that he has a responsibility to be at all times fair and consistent in its application.
- G. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while fulfilling professional duties and assignments, providing reasonable care has been used by the teacher concerned.
- H. Any complaints directed toward a teacher which are placed in the personnel files or are considered to be significant are to be promptly called to the teacher's attention.
- I. A student's files (main office and counselor's) shall be made available to the teachers for academic purposes.

XIV. RETIREMENT AND TERMINAL PAY

- A. Teachers required to retire at age sixty-nine (65) may be utilized as a permanent or temporary substitute teacher, provided such teacher evidences good physical and mental health and demonstrates satisfactory ability and performance. If such teacher is utilized as a permanent substitute, he shall be paid on the basis of his

Retirement and Terminal Pay - 2

last year's salary rate.

In the event this provision is found to be in conflict with the Tenure or Retirement laws of the State of Michigan, the Association agrees to hold and save the Board harmless from any liability thereunder.

- B. Qualified members of the certified staff of the Birmingham Public Schools will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness from the Birmingham School System. To qualify for terminal pay, the teacher must have been employed for a minimum of fifteen (15) consecutive years on behalf of the Birmingham School System, and must have reached an age where the teacher is eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive \$1,000 after fifteen years of service and then \$100 per year for the next five (5) years and \$150 per year after that to a maximum of \$3,000. These amounts will be paid only upon retirement, death, or resignation due to illness. In the event of death, the full retirement terminal pay will be paid to the beneficiary of the employee.
- C. Consecutive years of service is defined as a continuous period during which time the professional staff employee fulfills the rules and regulations of the Board of Education policy for employment. Leave of absence will not count as credit toward the minimum fifteen (15) years of employment; however, such leave will sustain the employee's eligibility toward qualification. Retirement shall be defined as the discontinuance of regular teaching in any Michigan public school system, and upon receipt of retirement payments from the Michigan Public School Employee's Fund.

Years of Service	Amount of Terminal Pay
15	\$1,000
16	1,100
17	1,200
18	1,300
19	1,400
20	1,500
21	1,650
22	1,800
23	1,950
24	2,100
25	2,250
26	2,400
27	2,550
28	2,700
29	2,850
30	3,000

Retirement and Terminal Pay - 3

- D. Upon retirement the teacher must take the initiative of notifying the Assistant Superintendent for Personnel if he or shee is eligible for the retirement terminal pay. The Assistant Superintendent for Personnel will check the official school records and forward to the teacher and to the Director of Finance the outcome. If a teacher is eligible, the Finance Department will determine the amount of terminal pay and inform the applicant.

Terminal pay will not be paid until the applicant shows evidence that he or she has actually received payments under the Michigan Public School Employee's Retirement Fund Law.

- E. Provisions embodied in this Article shall become operative on a retroactive basis to the 1968-69 school year upon the issuance of a judicial decision reversing or clarifying Opinion No. 4583 of the Attorney General of the State of Michigan.

XV. PROFESSIONAL STUDIES COMMITTEE

- A. Joint professional studies committees may be established as required and by mutual consent to be composed of members selected by the Board and the Association. In the event the Association declines to participate in the study, the Board retains the right to establish a committee for such study.
1. The purpose of such committees shall be to investigate areas and topics related to the improvement of education in Birmingham, and recommendations made by such committees shall be considered by the Board in making its policy decisions in such matters.
 2. The parties agree that the Board may continue to utilize its administrative means, including the involvement of teachers, to study the areas and topics set forth above.
 3. The clerical expenses of such committees shall be borne by the Board.

XVI. TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during the school year. Tenure teachers shall be evaluated every three (3) years. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent advising them of their rights under the Tenure Act for a hearing and appeal.
- B. An employee shall have the right to examine all the material in his personnel file which has accrued after his employment and which is related to his 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 the following minimum items of information:
1. Annual TB report and required medical information
 2. All teacher evaluation reports
 3. Copies of annual contracts
 4. Teacher certificate
 5. A transcript of academic records
 6. Tenure recommendation
 7. Communications, etc, from parents
- C. All observation of the performance of a teacher shall be conducted openly with his full knowledge.

ARTICLE XVII - SICK LEAVE DAYS, SICK LEAVE BANK, AND PERSONAL
BUSINESS DAYS

A. Sick Leave Days. Each teacher shall be allowed twelve (12) sick leave days for each school year without loss of pay.

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

2. Sick leave days may be accumulated to a total of one-hundred-eighty (180) days.

3. Criteria for utilization of sick leave days by a teacher shall be:

a. Personal illness, injury, or quarantine

b. Serious illness in the immediate family, i.e., husband, wife, child, father or mother

c. Death of a near relative

d. Absence due to other reasons charged to sick leave days

B. Sick Leave Bank. For each year each teacher shall contribute one-half (1/2) day of his sick leave to the sick leave bank on the effective date of this agreement. Any balance of sick bank days from 1969-70 shall automatically carry over to 1970-71 sick bank. This program applies only to the illness or injury of the teacher applicant.

Sick Leave Days, Sick Leave Bank, and Personal Business Days - 2

1. When a teacher has been ill or injured for twenty (20) consecutive school days subsequent to exhausting his sick leave days, he shall be eligible to apply to the sick leave bank for coverage for the remaining school days of such illness or injury up to but not beyond June 12, 1970.
2. A teacher who draws from the sick bank is not obligated to repay such days.
3. A Sick Leave Bank Committee shall be established composed of two (2) members of the Association and two (2) administrators appointed by the Superintendent. This committee shall establish regulations and procedures and make decisions subject to the above enumerated procedures and policy regarding the sick bank.
4. The Sick Leave Bank Committee's decision on all applications shall not be subject to the grievance procedure.

C. Personal Business Days. Two (2) sick leave days a year may be used for personal business. In addition, a third day will be granted for the observance of a religious holiday if necessary. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

1. Personal business, as defined herein, shall mean an activity 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, and emergencies are considered to be justification for the utilization of the personal business leave. Recreation, social functions, and interviews for new employment are some examples of the types of activities not within the personal business definition.

2. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year.
 3. Applications for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the event of an emergency).
 4. Personal excused absences, without payroll or sick leave days deductions, may be authorized by the Superintendent for affairs relative to community service.
- D. A teacher applying for a paid sick leave day must execute a Request for Absence form. Such form must be obtained from and returned to the teacher's principal or immediate supervisor.
- E. An Absence Report Form must be filled out by a teacher when he returns from an absence.
- F. In the event the Board at any time has reason to believe that a teacher may be abusing the sick leave or personal business leave privileges, it may require proof of illness or evidence of the business exigency.
- G. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein.

XVIII. PROFESSIONAL COMPENSATION AND INSURANCE PROGRAMS

- A. The parties hereby adopt the 1969-1970, 1970-1971 Teachers' salary schedule which is set forth in Appendix A, C attached hereto and made a part hereof. The parties further agree this schedule shall be effective from the date of this Agreement through June 30, 1971.
- B. The parties hereby adopt the 1969-1970, 1970-1971 Teachers' supplemental pay schedule which is set forth in Appendix B, attached hereto and made a part hereof. The parties further agree this schedule shall be effective from the date of this Agreement through June 30, 1971.
- C. Special Compensation Provisions
1. A secondary teacher will be compensated at \$7.50 per hour for each full class assignment he is given (regularly or permanently) in excess of his regular teaching load.
 2. A secondary teacher will be compensated at \$5.00 per hour if he is required to substitute for a teacher during his conference or planning period. An assignment during the conference period should be voluntary except when no other teacher is available, and in such case it can be assigned.
 3. Distributive education teachers who are fully certified for cooperative education coordination and who at no other time have received salary schedule credit for experience related to their teaching assignment shall be given credit for one (1) additional step on the salary schedule.
- ✓ D. Special Compensation Provisions
1. The Board shall reimburse those teachers who are required to drive their personal cars in the course of their work at the rate of 10¢ per mile.
 2. Special education teachers shall continue to receive the \$500 salary differential as long as this allowance continues to be provided to the Board by the Oakland Schools.
- E. Extra hourly pay must be provided for the following:
1. Work on Saturdays, Sundays, and holidays.
 2. School scheduled parent-teacher conferences beyond 4:30 p.m.
 3. Time spent beyond 5:00 at faculty meetings.
- F. Attendance at civic function occurring after the school day, on Saturdays or Sundays, or holidays shall be compensated for at the hourly rate. A civic function is defined as a meeting, conference parade, tribute, or exercise sponsored by any governmental body.

Professional Compensation and Insurance Programs - 2

The teacher's attendance at any educational function other than the annual open house and high school (Groves and Seaholm) graduation, occurring after the school day, on Saturdays and Sundays, or holidays shall be compensated for at the hourly rate. An educational function is defined as a meeting or conference sponsored by any educational body such as, the School Board, other school systems, or colleges and universities.

G. Insurance Programs

1. Blue Cross-Blue Shield - The Board shall provide all full-time teachers under contract with Blue Cross semi-private comprehensive hospitalization, Blue Shield MVF-1; Master Medical, Medicare Options: Blue Cross-2, Blue Shield-1 single subscriber, two (2) person or full-family coverage.

This coverage shall commence at the earliest possible effective date. Blue Cross-Blue Shield will provide this coverage and remain in effect during the life of this Agreement.

2. Life Insurance - All full-time teachers under contract 1969-1970 shall be provided \$2,500 group term life insurance coverage, including accidental death and dismemberment. This coverage starts upon execution of this Agreement.
3. All full-time teachers under contract in 1970-1971 shall be provided \$12,500 group life insurance coverage, including accidental death and dismemberment for the twelve (12) month period for said contract.
4. Disability Insurance - The disability insurance shall be provided in 1970-1971 and would only become effective after one year of disability and will continue until age 65. This coverage shall be for 60% of monthly salary to a maximum of \$1,000.00 per month.

XIX . NEGOTIATIONS

- A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations between the parties for the purpose of entering into a successor agreement for the 1971-1972 school year shall commence at least sixty (60) days prior to the expiration date of this Agreement.
- C. It is recognized by the parties that no final Agreement between them may be executed without ratification by the Board and by the Association.

XX. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not 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.

XXI - GENERAL PROVISIONS

- A. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Superintendent and/or his designee shall continue the practice of meeting with the Association Executive Committee on the first Wednesday of each month unless, by mutual consent, a particular meeting or meetings are cancelled or postponed. The purpose of such meetings will be to discuss and review problems or concerns as they relate to the operation of the School District.
- D. The Board agrees to provide payroll deductions for those items previously deducted during the 1969-70 school year.
- E. Copies of this Agreement entitled "Professional Agreement Between the Birmingham Board of Education and the Birmingham Education Association" shall be printed at the expense of Board within thirty (30) days after the Agreement is signed and presented to all the teachers now employed. Further, the Board shall furnish one-hundred-fifty (150) copies of the Agreement to the Association for its use.
- F. In the event a probationary teacher is not continued in employment the Board will advise the teacher of the reasons therefore in writing.
- G. 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 1969-1970 Teachers' Supplemental Pay Schedule 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.
- H. "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

General Provisions - 2

Board will not assume any financial responsibility except as set forth in this Agreement."

- I. Driver Education - A full-time driver education instructor shall be defined as teaching three out of five driver education sessions. (Effective as of September 2, 1969).

Summer sessions shall be 5 days a week. (Monday through Friday.)

DURATION OF AGREEMENT

This Agreement shall be effective as of _____
_____ and shall continue in full force
and effect until 11:59 p.m., June 30, 1971. If either
party desires to terminate this Agreement, it shall,
sixty (60) days prior to June 30, 1971, 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.

EDUCATION ASSOCIATION:

BY _____
President

BY _____
Vice-President

BY _____
Negotiating Team Chairman

BY _____
Negotiating Team Co-Chairman

BOARD OF EDUCATION:

BY _____
President

BY _____
Secretary

BY _____
Superintendent of Schools

BY _____
Director of Personnel Relations

B' Hand

SCHEDULE A

1969-1970 TEACHERS' SALARY SCHEDULE

<u>Salary Step</u>	<u>Level I B.A. Degree</u>	<u>Level II M.A. Degree</u>	<u>M.A. Degree + 30 Sem.Hr. or 2-Year M.A. Degree</u>	<u>Level IV PhD.</u>
1	\$ 7,450	\$ 8,000	\$ 8,325	
2	7,725	8,525	8,825	
3	8,075	8,925	9,250	
4	8,575	9,375	9,775	
5	8,975	9,875	10,250	
6	9,425	10,375	10,800	
7	9,925	10,925	11,350	
8	10,375	11,525	11,950	
9	10,825	12,050	12,500	
10	11,225	12,625	13,025	\$ 14,300
11	11,625	13,150	13,550	
12	12,050	13,800	14,100	

APPENDIX B

TEACHERS' SUPPLEMENTAL PAY SCHEDULE

<u>Supplemental Pay With Contract</u>		<u>69-70</u>	<u>70-71</u>		
1.	<u>Publications</u>				
a.	Junior High Yearbook	150.00	157.50		
	Junior High School Paper	150.00	157.50		
b.	Senior High Yearbook	300.00	315.00		
	Senior High School Paper	225.00	236.25		
2.	<u>Secondary Counselors</u>	500.00	500.00		
3.	<u>Debate, Senior High Only</u>	300.00	315.00		
4.	<u>Assembly Club, Senior High Only</u>	300.00	315.00		
5.	<u>Head Teacher</u>	675.00	708.75		
6.	<u>Safety Coordinator</u>	69-70	70-71	300.00	315.00
a.	Safety Patrol	150.00	157.50		
b.	Service Squad	150.00	157.50		
7.	<u>Head Class</u>				
a.	Senior sponsor	250.00	262.50		
b.	Junior sponsor	150.00	157.50		
c.	Sophomore sponsor	125.00	131.25		
8.	<u>Team Leader</u>	625.00	656.25		
9.	<u>Senior Teacher</u>	350.00	367.50		
10.	<u>Multi-Media (Elementary)</u>	350.00	367.50		
 <u>Supplemental Pay at the Conclusion of the Activity</u>					
1.	<u>Stage Production</u> (Payment limited to two productions by one person)				
a.	Junior High Dramatics, per production	125.00	131.25		
b.	Senior High Dramatics, per production	225.00	236.25		
2.	<u>Senior High</u>				
a.	Head Football	1210.00	1306.80		
b.	Assistant Football (Varsity)	605.00	653.40		
c.	Assistant Football (Reserve)	605.00	653.40		
d.	Assistant Football (Reserve Assistant)	605.00	653.40		
e.	Head Basketball	1210.00	1306.80		
f.	Assistant Basketball (Reserve)	660.00	712.80		
g.	Swimming	1045.00	1128.60		
h.	Wrestling	935.00	1009.80		
i.	Cross Country	632.50	683.10		

SCHEDULE C

1970-1971 TEACHER'S SALARY SCHEDULE

<u>Salary Step</u>	<u>Level I B.A.</u>	<u>Level II B.A.+ 15</u>	<u>Level III M.A.</u>	<u>Level IV M.A.+ 15</u>	<u>Level V M.A.+30</u>	<u>Level VI PhD.</u>
1	\$ 8,225	\$ 8,500	\$ 8,925	\$ 9,200	\$ 9,325	
2	8,525	8,800	9,325	9,600	9,725	
3	8,925	9,200	9,725	10,000	10,125	
4	9,325	9,600	10,225	10,500	10,625	
5	9,825	10,100	10,825	11,100	11,225	
6	10,325	10,600	11,425	11,700	11,825	
7	10,825	11,100	12,075	12,350	12,475	
8	11,325	11,600	12,725	13,000	13,125	
9	11,875	12,150	13,525	13,800	13,925	
10	12,425	12,700	14,325	14,600	14,725	
11	13,025	13,300	15,125	15,400	15,525	\$ 16,600

j.	Track	852.50	920.70
k.	Baseball	770.00	831.60
l.	Tennis	467.50	504.90
m.	Golf	467.50	504.90
n.	Soccer	632.50	683.10
3.	<u>Junior High:</u>		
a.	Football	481.50	505.58
b.	Basketball	481.50	505.58
c.	Swimming (9th grade)	374.50	393.23
d.	Track	401.25	421.31
4.	<u>Intramurals</u>		
a.	Senior High Girls, per season	275.00	288.75
b.	Senior High Boys, per year	525.00	551.25
	Senior High Boys, split season (three seasons) - Prorated		
b.	Junior High Football (2 assignments)	321.00	337.05
	Junior High Basketball (2 assignments)	321.00	337.05
	Junior High Track	321.00	337.05
	Junior High Wrestling	321.00	337.05
	Junior High Swimming (7th and 8th grade)	214.00	224.70
	Junior High Girls, per season	240.75	252.78
c.	Elementary (each assignment) (payment limited to two assignments)	250.00	262.50
5.	<u>Water Ballet</u>		
a.	Senior High	350.00	367.50
b.	Junior High	300.00	315.00
6.	<u>Cheerleading</u>		
a.	Senior High	300.00	315.00
b.	Junior High	200.00	210.00
7.	<u>Band</u>		
a.	Senior High	600.00	630.00
b.	Junior High	400.00	420.00
8.	<u>Orchestra</u>		
a.	Senior High	375.00	393.75
b.	Junior High	375.00	393.75
9.	<u>Vocal</u>		
a.	Senior High	400.00	420.00
b.	Junior High	250.00	262.50
c.	Elementary	80.00	84.00
10.	<u>Elementary Instrumental</u>	80.00	84.00
11.	<u>Marching Band</u>	200.00	210.00
12.	<u>Driver Education</u>		
		<u>Step 11</u>	<u>Step 111</u>
69-70	<u>Step 1</u> 5.50	5.75	6.00
70-71	6.50	6.75	7.00

APPENDIX D

1969-1970 School Calendar

August 26-28, 1969 (T-Th)	Orientation - New Teachers
September 2, 1969 (T)	Teacher Orientation, Building Meetings, Department Meetings, and Staff Preparation
September 3, 1969 (W)	Classes Begin (Full Day) No Kindergarten
September 4, 1969 (Th)	Kindergarten Begins- Shortened Session
October 17, 1969 (F)	In-Service Day--No Classes
November 26, 1969 (W)	Thanksgiving Recess Begins-All Schools Dismissed One (1) Hour Early
December 1, 1969 (M)	Classes Resume
December 19, 1969 (F)	Christmas Vacation Begins-All Schools Dismissed at End of School Day
January 5, 1970 (M)	Classes Resume
January 23, 1970 (F)	First Semester Ends. Special Provision Made for Records Preparation on Senior High School One (1) Semester Courses Only
January 26, 1970 (M)	Second Semester Begins
March 26, 1970 (Th)	Spring Recess Begins-All Schools Dismissed at End of School Day
April 6, 1970 (M)	Classes Resume
June 1, 1970 (M)	Holiday in Observance of Memorial Day
June 10, 1970 (W)	Groves Commencement - Evening
June 11, 1970 (Th)	Final Day of Classes - All Classes Dismissed at Noon; Seaholm Commencement - Evening
June 12, 1970 (F)	School Year Ends (Last Day for Teachers)

APPENDIX D1

1970-1971 SCHOOL CALENDAR

September 1-3, 1970	Orientation - new teachers
September 8, 1970	Teacher Orientation - Building meetings, Department meetings and Staff preparation
September 9, 1970	Classes begin (full day)
November 25, 1970	Thanksgiving Recess Begins-All schools dismissed at end of day
November 30, 1970	Classes resume
December 18, 1970	Christmas vacation begins-all schools dismissed at end of school day
January 4, 1971	Classes resume
January 22, 1971	First Semester ends. Special provision made for Records Preparation on Senior High School (Semester courses)
January 25, 1971	Second Semester Begins
April 8, 1971	Spring Recess - All schools dismissed at end of day
April 19, 1971	Classes resume
May 31, 1971	Memorial Day Holiday
June 16, 1971	Groves Commencement - Evening
June 17, 1971	Final Day of Classes
June 18, 1971	Seaholm Commencement - Evening School year end (Last day for teachers)

APPENDIX F

Letter of Intent on hiring Birmingham teachers for summer school, Driver Education and Added Education

LETTER OF INTENT GOVERNING APPOINTMENT TO AUXILIARY TEACHING POSITIONS

It is the intent of the Birmingham Board of Education to offer to Birmingham teachers the first opportunity to apply for teaching positions in the various auxiliary programs under the direction of the Board. Experience within the Birmingham School System will be the controlling factor in the instances when all other qualifications of applicants are equal.