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1971-72

Birmingham Board of Education

Professional Agreement
between the
Birmingham Board of Education
and the
Birmingham Education Association
1971 - 1972

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

BIRMINGHAM, MICHIGAN

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9/14/71-6/30/72

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Designation of Parties	
I Recognition	1
II Definitions	1
III Association and Teacher Rights	1
IV Board Rights and Security	7
V Grievance Procedure and Arbitration	7
VI Teaching Hours and Class Load	12
VII Teaching Conditions and Class Size	13
VIII Vacancies, Transfers, Promotions, Reductions and Recall of Staff	17
IX Leaves of Absence	20
X Sabbatical Leaves	21
XI Discipline	22
XII Academic Freedom	22
XIII Teacher Protections and Safeguards	23
XIV Retirement and Terminal Pay	25
XV Joint Studies Committees	26
XVI Teacher Evaluation	26
XVII Sick Leave Days, Sick Leave Bank, and Personal Business Days	27
XVIII Professional Compensation and Insurance Programs	30
XIX Negotiations	31
XX Waiver	32
XXI General Provisions	32
XXII Duration of Agreement	34
Appendix A - 1971-1972 Teachers' Salary Schedule	35
Appendix B - 1971-1972 Teachers' Supplemental Pay Schedule	36
Appendix C - 1971-1972 School Term	39
Appendix D - Letter of Intent	40

AGREEMENT

This Agreement is entered into this 14th day of September,
1971, between the SCHOOL DISTRICT OF THE CITY OF BIRMINGHAM, 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, 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.

ARTICLE II

DEFINITIONS

- A. The term "school year" as used in this Agreement shall be defined by the 1971-1972 school calendar.
- B. 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.

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 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.

Article III - Association and Teacher Rights (continued)

- 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 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 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 Director of Personnel Relations 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 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 teachers.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

Article III - Association and Teacher Rights (continued)

- I. During the term of this Agreement, the rights granted herein to the Association will not be granted or extended to any other organizations claiming to represent a teachers' organization.
- J. Present Board policies which affect teachers but which are not covered in this Agreement will not be changed unless the Association is notified. Notice of prospective Board policies that affect teachers shall be given in writing to the Association sufficiently in advance of the scheduled Board action to allow the Association to present an opinion and have it considered.

In addition to the above, if the implementation of a written Board or building policy or procedure directly affecting a teacher, which is not covered by this Agreement, is the basis of a complaint by him, it may be registered and processed as provided in Article V herein through but not beyond Level III. This provision will not be applicable to a written building policy or procedure that has been agreed to by the school's advisory committee.

K. Professional Dues, Payroll Deductions, and Service Charge

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

Accordingly, it is fair that each teacher in the bargaining unit assume his 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 1st and September 1st of a given year,

or

Within thirty (30) days of the commencement of employment, the beginning of the school year, or the effective date of this Agreement, whichever is later, cause to be paid to the Association, either by authorizing payroll deduction or in cash, a service charge equal to the annual membership dues of the

Article III - Association and Teacher Rights (continued)

Association (including the Michigan and National Education Associations). In the event the service charge shall not be paid, the Association shall, within sixty (60) days after the commencement of employment, notify the Board.

The Association shall also comply with the following:

- a. Fulfillment of the requirements and necessary items in Section 3 and elsewhere in this Article.
 - b. Fulfillment of its fiduciary obligations by sending written notice to the 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 shall be sent to the Board through the Superintendent.
 - c. Fulfillment of its responsibilities by sending written notice to the full-time teacher (copy shall be sent to the Board) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a written request for his termination was being made to the Board.
 - d. By stating in the request for termination to the Board that such request is in conformance with the provisions of this Article, that the teacher has not complied with his 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.

Article III - Association and Teacher Rights (continued)

- 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 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 charge shall be made in ten (10) month equal installments, beginning with the month of September and ending with the month of June. The Board agrees to remit by the 15th of each succeeding month to the respective Associations all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. The Association agrees to certify, in writing, the current rate of BEA, MEA, and NEA dues to the Board within ten (10) days after commencement of the school year.
7. The following requirements are understood and agreed to by the parties:
- a. 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.

Article III - Association and Teacher Rights (continued)

- 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. Further, a maximum of twenty (20) additional days may be used, provided that the Association shall pay the cost of any substitute utilized for coverage on such days.

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.

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

ARTICLE V

GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by any teacher or other 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

Article V - Grievance Procedure and Arbitration (continued)

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 Association Grievance Committee

Article V - Grievance Procedure and Arbitration (continued)

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 second 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 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.

Article V - Grievance Procedure and Arbitration (continued)

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 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.

Article V - Grievance Procedure and Arbitration (continued)

- 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.
- D. 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.
 - 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. 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.
 - G. 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.
 - H. 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.

ARTICLE 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 librarians, shall be available as needed, but shall remain beyond the close of the pupils' school day a minimum of twenty (20) minutes in elementary schools and fifteen (15) minutes in secondary schools.

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 would come in late and stay one hour beyond the school day without being paid additional compensation.

B. Secondary Schools and Teachers

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

1. Seven Period Day:

- a. No more than five (5) academic periods shall be assigned.
- b. At least one (1) additional duty period shall be assigned.
- c. At least one (1) preparation period shall be assigned.

2. Six Period Day:

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

- C. 1. The Board shall continue its present policy of assigning no more than four (4) 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 (3) 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 teachers' non-academic school day assignments, such as hall duty, lunch duty, etc., shall be

Article VI - Teaching Hours and Class Load (continued)

first given to volunteer teachers. In the event such duties cannot be covered by volunteers, the additional duties required may be assigned to teachers and rotated, where possible.

5. All secondary teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes.
- D.
 1. A morning and an afternoon relief period which shall be a minimum of five (5) minutes in length for all elementary teachers will be arranged by their principals, who may consult with their Advisory Committees. 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. In addition, the principal and advisory committee will make an attempt to increase and equalize planning time among the teachers at each building.
 2. All elementary teachers, including associate teachers, shall be entitled to a duty-free lunch period which shall be for a minimum of forty (40) minutes.
- E. Faculty meetings shall be held only on a regular scheduled day. A maximum of two (2) faculty meetings per month are not to last more than one (1) 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 (2) in a given month.
- F. 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.
- G. Teachers may be required to attend one evening meeting per year.
- H. Teachers may leave the school building during their lunch period.

ARTICLE VII

TEACHING CONDITIONS AND CLASS SIZE

- A. Class size will be controlled by the following procedures:
 1. The Board will strive to maintain class sizes less than those set forth below:

Article VII - Teaching Conditions and Class Size (continued)

Elementary: Class size in kindergarten of 27; split level grades of 29; and 30 in grades 1 through 6.

Secondary: Class size of 30 in all industrial arts, home economics, English, social studies, mathematics, science, language, art, and business classes; 35 in all drafting and typing classes; 40 in all music classes, except performing groups; and 45 in all physical education classes.

Special Education:

- a. Special classes for handicapped or mentally retarded----15 pupils
- b. Special sight-saving, hearing conservation classes-----15 pupils
- c. Emotionally disturbed classes-----10 pupils

It is agreed by the parties that the above class size amounts shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, and emergencies. Also, such class sizes will not apply for other special grouping arrangements which may be agreed to by the teacher and the supervisor.

- 2. If any class size exceeds twenty-five percent (25%), rounded to the highest whole student, of those established herein, one of the following alternatives or other similar alternatives will be implemented as determined by the Superintendent or his designee after consultation with the teacher involved:
 - a. Employ an aide
 - b. Hire another teacher
 - c. Create split sections
 - d. Balance sections
 - e. Adjust assignments
 - f. Eighty dollars (\$80.00) per pupil per semester
 - g. Other solutions as may be acceptable to the teacher and the supervisor.

- B. The Board and Association agree to the establishment of an Advisory Committee at each school. The Committee will consist of the principal, who may request the presence of one (1) other administrator, and a minimum of four (4) faculty representatives elected by the faculty. The Advisory Committee will

Article VII - Teaching Conditions and Class Size (continued)

meet once each month, with necessary additional meetings being held at the request of either the principal or the faculty representatives. The Advisory Committee members will exchange and review proposals and recommendations on school matters of mutual concern to the parties.

Such matters may include:

1. The Advisory Committee may assist in the formulation of the agenda of a school's general faculty meeting and in the evaluation of such meetings.
 2. Review and advise the principal relative to building policy and procedure.
 3. Make recommendations to the principal relative to teacher staffing in the building.
 4. In those buildings where the Advisory Committee regularly meets more than twice per month, and with the approval of the principal, a maximum of five (5) days per school year of released time may be provided to assist the committee to accomplish this work.
- C. The Association agrees that each teacher has an obligation to enforce the written rules and regulations of the Board at all times.
- D. The Board will continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the historical, scientific, and social development of the United States. The Board further agrees at all times to keep the schools reasonably equipped and maintained with the tools of the teaching profession. X
- 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 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.

Article VII - Teaching Conditions and Class Size (continued)

- J. The provisions of the Occupational Safety Act (Michigan Public Act 282, 1967) shall be complied with by the Board and all teachers.
- K. Principals shall permit a teacher to leave the building during a preparation or planning period for duties attendant to professional responsibilities, and this right shall not be abused.
- L. When schools are closed due to inclement weather, teachers are not expected to report to their buildings before noon (12:30 p.m.). During the morning hours, but not later than 11:00 a.m., a decision will be made by the Superintendent regarding teacher attendance for the afternoon. In the event that teachers are to be in attendance for the afternoon, principals and/or unit supervisors will be responsible for notification of all staff members assigned to their buildings or departments. 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 will be fairly applied in consideration of the inclement weather conditions that prevail at the residence of the teacher. A teacher who is unable to report due to such conditions shall not suffer loss of pay or accumulated sick leave days.
- M. All elementary teachers shall be responsible for no more than one (1) conference for each thirty (30) minutes of time during the regularly scheduled parent-teacher conferences. Conferences shall be scheduled up to but not beyond 4:30 p.m.

If requested, substitutes shall be provided for conferences required beyond those scheduled during regular conference days where the number exceeds three (3) for one teacher or six (6) for the building.

None of the aforementioned conference time shall be eliminated should an individual teacher, in working out conferences with parents, decide to schedule a portion of such conferences outside of regular school hours.

The Board shall provide one (1) full day or two half (1/2) days per set of conferences to be used for conference preparation.

- N. The Board agrees it will not discriminate with respect to any teacher's assignment or class size.
- 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.
- P. Teachers shall provide lesson plans for the use of substitute teachers.
- Q. In the preparation of teacher assignments, the Association and Board agree to the following:
 - 1. Prior to adopting a tentative master teacher schedule for the ensuing year, the principal will consult with teachers in his building with regard to such schedule.

Article VII - Teaching Conditions and Class Size (continued)

2. Such consultation shall include discussion of specific courses to be taught, grade level, number of different courses, non-academic assignments, changes in grade or subject assignment, etc.
 3. The proposals and suggestions of teachers will be given major consideration by the principal in completing the master teacher schedule.
 4. All changes in teacher assignments in the same building from year to year shall be voluntary to the extent possible.
 5. All teachers shall be notified of their assignments for the next year prior to the close of school in June, when feasible. In the event that circumstances dictate assignment changes during the summer, the teachers affected shall be consulted with prior to the implementation of such changes, unless such teachers are unavailable.
- 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. A special education student will not be placed in a regular academic class without prior mandatory consultation with the academic classroom teacher. A teacher's suggestions relative to the placement of such student will be accepted, if the teacher has valid reasons. A dispute under this section may be processed through Level III of Article V.
- T. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.

ARTICLE VIII

VACANCIES, TRANSFERS, PROMOTIONS, REDUCTIONS AND RECALL OF STAFF

- A. Since the quality of education is determined by the capabilities of the teaching staff, the Board is pledged to seek competent persons 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 of additional duties in connection with extra-curricular or extra-duty activities.
- C. Whenever a vacancy is declared in a certificated 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.

Article VIII - Vacancies, Transfers, Promotions, Reductions
and Recall of Staff (continued)

- 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 the 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 transfer of teachers from one school to another may be disruptive of the educational process and may interfere with optimum teacher performance, the parties hereby agree that unrequested transfers of teachers are to be minimized.

The Superintendent or his designee shall, prior to the date of the impending transfer, notify the teacher, in writing, of the date and reasons for such transfer.

1. In the event an involuntary transfer is necessary due to a reduction in staff, curriculum re-organization, or other causes, except as described in Section E-2 of this Article, the following criteria shall be applied in priority order:
 - a. Prior to the Board's invoking an involuntary transfer, a volunteer will be sought from among teachers within the building or department from which such transfer must take place.
 - b. Qualifications required for the vacant assignment and length of service to the District. Qualifications being determined by major and minor fields of study and areas of certification. Those teachers with the least service shall be considered for transfer first.
 - c. Teachers having previously been transferred shall be transferred last.
 2. When appropriate, involuntary transfers for the welfare of the concerned parties may be made.
- 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.

Article VIII - Vacancies, Transfers, Promotions, Reductions
and Recall of Staff (continued)

The following procedure shall 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 to 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 of Schools' decision will be final. Only one transfer in a two-year period shall be permitted, except by mutual agreement between the parties. It is understood this provision also applies to vacancies that occur during the school year.

- G. In the event of a reduction in the number of teachers, they shall be laid off in the following order:
1. Teachers on a ninety (90) day or temporary certificate.
 2. Probationary Teacher Layoffs - length of service to the District and qualifications required for remaining assignments in the District. Qualifications being determined by major and minor fields of study, areas of certifications, and additional educational preparation. Those teachers with least service shall be considered for layoff first.
 3. Tenure Teachers - length of service to the District and qualifications required for remaining assignments in the District. Qualifications being determined by major and minor fields of study, areas of certifications, and additional educational preparation. Those teachers with least service shall be considered for layoff first.

Teachers shall be recalled in reverse order of the procedure specified above. A teacher's failure to respond to his recall notice within five (5) days of his receipt of such notice, and/or his failure to report to the teaching assignment he is recalled to, shall be cause for his termination of employment with the Board.

- H. 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.
- I. All teachers laid off pursuant to a necessary reduction in staff shall be placed at the head of the substitute list of the District, provided that a written request for such placement is made by the affected teacher.

ARTICLE IX

LEAVES OF ABSENCE

- A. Maternity Leave. A maternity leave of absence without pay of up to one (1) year shall be granted to a teacher, and such leave shall commence as recommended in writing by the teacher's physician, subject to the review and approval of a Board appointed and paid physician.
- B. Peace Corps Leave. A one (1) 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. 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 his 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 service pay and regular teacher's salary, but only if by such a leave he would suffer a loss.
- D. Public Office Leave. A leave of absence without pay for up to one (1) year shall be granted to a teacher who is appointed to or elected to a full-time public office position. If necessary and applied for in writing, such leave will be extended annually for the duration of one (1) term for such public office.
- E. BEA, MEA, or NEA Leaves. A leave of absence for one (1) year shall be granted without pay to those teachers who are appointed or elected to Association, MEA, or NEA positions.
- F. Jury Duty Leave. Teachers who are summoned and report for jury duty shall be paid an amount equal to the difference between the amount of wages the teacher would otherwise have earned by working on that day and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.
- G. Military Enlistment or Induction Leave. 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:
1. Has not been dishonorably discharged.
 2. Is physically able to do the work.

Article IX - Leaves of Absence (continued)

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 (1) 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.

ARTICLE X

SABBATICAL LEAVES

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

Article X - Sabbatical Leaves (continued)

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.

ARTICLE 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.

ARTICLE XII

ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man, 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 right to form his own judgment.

Article XII - Academic Freedom (continued)

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.

ARTICLE 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 Board further recognizes that the teacher may not be expected to assume the role of warden or custodian for emotionally disturbed students or those students under the influence of unprescribed drugs.

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 relieve the teacher of the problem with respect to the student.

In such cases, the teacher will promptly furnish the principal full particulars of the situation in writing.

- 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 for informing the students, parents, and teachers of the disciplinary policies of the building.

Article XIII - Teacher Protections and Safeguards (continued)

- 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 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.
- 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 a teacher for any loss, damage, or destruction of clothing or personal property of the teacher while fulfilling professional duties and assignments, which exceeds 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. Any complaints directed toward a teacher which are placed in his personnel file are to be promptly called to the teacher's attention in writing.

Any complaint which is to be used in a disciplinary action and/or grievance hearing must have been reported, in writing, to the teacher concerned within a reasonable period of time following the date of the complaint.
- I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.
- J. A student's files (main office and counselors') shall be made available to teachers for professional purposes.

ARTICLE XIV

RETIREMENT AND TERMINAL PAY

- A. A teacher required to retire at age sixty-five (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 normal step and level of the salary schedule.

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. A qualified teacher 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. A teacher who qualifies for terminal pay shall receive \$1,000 after fifteen (15) 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 teacher.
- C. Consecutive years of service is defined as a continuous period during which time a teacher 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 teacher'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 Employees' Retirement Fund.

<u>Years of Service</u>	<u>Amount of Terminal Pay</u>
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

Article XIV - Retirement and Terminal Pay (continued)

- D. Upon retirement, the teacher must take the initiative of notifying the Director of Personnel if he or she is eligible for the retirement terminal pay. The Director of 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 Employees' Retirement Fund Law.

ARTICLE XV

JOINT STUDIES COMMITTEES

- A. Joint studies committees may be established composed of representatives selected by the Board and teachers selected by the Association.
1. The purpose of such committees shall be to investigate areas and topics related to the improvement of education in Birmingham and recommendations made by such committees shall be considered by the Board in making its policy decisions in such matters.
 2. Reasonable and necessary clerical assistance for such committees shall be provided by the Board.
- B. Curriculum committees shall be composed of a majority of teacher members. Building delegates to such committees shall be selected by the teachers in each building responsible for the curricular area being studied. The Association will assume responsibility for assuring adequate participation on such committees and will encourage regular attendance at committee meetings.

ARTICLE 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. A complaint by a teacher relative to the

Article XVI - Teacher Evaluation (continued)

procedural matters set forth in "Birmingham Public School Plan for the Evaluation of Personnel", June, 1971, shall be subject to Article V of this Agreement.

- B. A teacher 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.
- D. A Teacher Evaluation Committee composed of equal numbers of teachers and administrators shall be established. The Teacher Evaluation Committee shall be charged with the following:
1. Review procedural matters dealing with teacher evaluation.
 2. Recommend changes in evaluation policies and procedures.

ARTICLE XVII

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

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

- A. Sick Leave Days. Each teacher shall be allowed twelve (12) sick leave days for each school year without loss of pay.
1. All sick leave days accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by said teacher. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year.
 2. Sick leave days may be accumulated to a total of one-hundred-eighty (180) days.

Article XVII - Sick Leave Days, Sick Leave Bank,
and Personal Business Days (continued)

3. Sick leave days shall be granted for the following reasons:
 - a. Personal illness, injury, or quarantine.
 - b. Serious illness in the immediate family when his presence is required. Immediate family shall mean spouse, child, or parent.
 - c. To attend the funeral of a near relative and perform related responsibilities. Near relative shall mean spouse, child, parent, father-in-law, mother-in-law, sister, or brother.
- B. Sick Leave Bank. For each school 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 1970-71 shall automatically carry over to the 1971-72 sick bank. This program applies only to the illness or injury of the teacher applicant.
 1. When a teacher has been absent due to illness or injury for fifteen (15) school days within a school year due to the same or a directly-related disability subsequent to exhausting his sick leave days provided in Section A above, he shall be eligible to apply to the Sick Leave Bank for coverage for the remaining school days of his disabling illness or injury during the current school year.
 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) teachers appointed by the Association and two (2) administrators appointed by the Superintendent. This Committee shall establish regulations and make decisions subject to the above enumerated procedures and policy regarding the Sick Leave Bank.
 4. The Sick Leave Bank Committee's decision on all applications shall not be subject to the grievance procedure set forth in Article V.
- 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. 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.
 1. Personal business day absences shall mean an event or condition that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious

Article XVII - Sick Leave Days, Sick Leave Bank,
and Personal Business Days (continued)

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 recesses and the first and last days of the school term.
 3. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the event of an emergency).
- D. An absence report form must be filled out by a teacher when he returns from an absence.
- E. 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.
- F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen'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 sick pay provided herein.
- G. Personal excused absences, without payroll or sick leave days deductions, may be authorized by the Superintendent.
- H. The Board and Association agree they shall appoint two (2) members each to a committee which shall study and review compensated absences for the purpose of minimizing the related costs and student impact resulting from the use of substitute teachers. The parties further shall make joint efforts to publicize to teachers the results of such study.
- I. A teacher who has been absent due to illness or injury may be requested to provide medical documentation that his return to work is sanctioned and will not be injurious to his health or well-being or that of his students.
- J. The Association and Board agree that compensated absences provided herein requiring less than a full day shall result in the teacher fulfilling his teaching responsibilities for the remaining portion of the day.

ARTICLE XVIII

PROFESSIONAL COMPENSATION AND INSURANCE PROGRAMS

- A. The parties hereby adopt the 1971-1972 Teachers' Salary Schedule which is set forth in Appendix A 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, 1972.
- B. The parties hereby adopt the 1971-1972 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, 1972.
- 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 past 5:00 p.m. at faculty meetings.
- F. Attendance at civic functions 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. The teacher's attendance at any educational function other than for the annual evening meeting, occurring after the school day, on Saturdays and Sundays, or holidays shall be

Article XVIII - Professional Compensation and Insurance Programs (continued)

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. Hospital-Surgical-Medical Insurance. 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.

As an option to the above, the Board shall provide to a full-time teacher under contract who elects it, MESSA Super-Med coverage, exclusive of its life insurance benefits. The Board's monthly premium obligation for such MESSA Super-Med coverage shall be the lesser of the two hospital-surgical-medical plans described herein.

This coverage shall commence at the earliest possible effective date the carriers will provide it and remain in effect during the duration of this Agreement.

2. Life Insurance. All full-time teachers under contract in 1971-1972 shall be provided \$12,500 group life insurance coverage, including accidental death and dismemberment, for the period of said contract.
3. Disability Insurance. The disability insurance shall be provided in 1971-1972 and would only become effective after one (1) year of disability and will continue until age 65. This coverage shall be for 60% of monthly salary to a maximum of \$1,000 per month.

ARTICLE XIX

NEGOTIATIONS

- A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations between the parties for the purpose of entering into a successor agreement for the 1972-1973 school year shall commence at least sixty (60) days prior to the expiration date of this Agreement.

Article XIX - Negotiations (continued)

- C. It is agreed by the parties that no final Agreement between them may be executed without ratification by the Board and by the Association.

ARTICLE XX

WAIVER

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

ARTICLE XXI

GENERAL PROVISIONS

- A. Each teacher shall be given the telephone number to call before 7:00 a.m. to report his unavailability for work.
- B. 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 all other provisions or applications shall continue in full force and effect.
- C. The Superintendent and/or his designee and other Board representatives shall meet with the Association's Executive Committee 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 and improving the parties relationship.
- D. The Board agrees to provide payroll deductions for those items requiring them as approved in writing by a teacher.

Article XXI - General Provisions (continued)

E. Within thirty (30) days after this Agreement is signed by the parties, the Board will provide each teacher a copy of this Agreement and the Association one-hundred-fifty (150) copies.

F. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing.

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

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 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 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 (3) out of five (5) driver education sessions. (Effective as of September 2, 1969).

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

J. 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 Q, and Article VIII of this Agreement.

ARTICLE XXII
DURATION OF AGREEMENT

This Agreement shall be effective as of September 14, 1971, and shall continue in full force and effect until 11:59 p.m., June 30, 1972. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 1972, 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:

BOARD OF EDUCATION:

By Margaret R. Johnson
Margaret R. Johnson
President

By Richard L. Halsted
Richard L. Halsted
President

By Ronald M. Wroblewski
Ronald M. Wroblewski
Vice-President

By Dorothy S. Eicker
Dorothy S. Eicker
Secretary

By William A. Harju
William A. Harju
Executive Director

By Daniel A. Nesbitt
Daniel A. Nesbitt
Deputy Superintendent
(Acting Superintendent)

By Joseph F. Griffin
Joseph F. Griffin
Director of Personnel Relations

Birmingham

APPENDIX A

1971-1972 TEACHERS' 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	\$ 8,300	\$ 8,605	\$ 8,930	\$ 9,230	\$ 9,380	\$
2	8,630	8,905	9,430	9,730	9,880	
3	9,130	9,405	9,930	10,230	10,380	
4	9,630	9,905	10,530	10,830	10,980	
5	10,130	10,405	11,130	11,430	11,580	
6	10,630	10,905	11,730	12,030	12,180	
7	11,130	11,405	12,380	12,680	12,830	
8	11,630	11,905	13,130	13,430	13,580	
9	12,130	12,405	13,880	14,180	14,330	
10	12,830	13,105	14,930	15,230	15,380	
11	13,680	13,955	16,100	16,330	16,480	17,330

APPENDIX B

1971-1972 TEACHERS' SUPPLEMENTAL PAY SCHEDULE

<u>Supplemental Pay With Contract</u>	<u>Amount</u>
1. <u>Publications</u>	
a. Junior High Yearbook	\$ 157.50
Junior High School Paper	157.50
b. Senior High Yearbook	315.00
Senior High School Paper	236.25
2. <u>Secondary Counselors</u>	500.00
3. <u>Debate, Senior High Only</u>	315.00
4. <u>Assembly Club, Senior High Only</u>	315.00
5. <u>Head Teacher</u>	708.75
6. <u>Safety Coordinator</u>	315.00
a. Safety Patrol	(157.50)
b. Service Squad	(157.50)
7. <u>Head Class</u>	
a. Senior Sponsor	262.50
b. Junior Sponsor	157.50
c. Sophomore Sponsor	131.25
8. <u>Team Leader</u>	656.25
9. <u>Senior Teacher</u>	367.50
10. <u>Multi-Media (Elementary)</u>	367.50

Supplemental Pay at the Conclusion of the Activity

1. <u>Stage Production</u> (Payment limited to two productions by one person)	
a. Junior High Dramatics, per production	131.25
b. Senior High Dramatics, per production	236.25
2. <u>Senior High</u>	
a. Head Football	1306.80
b. Assistant Football (Varsity)	653.40
c. Assistant Football (Reserve)	653.40

Appendix B (continued)

	<u>Amount</u>
d. Assistant Football (Reserve Assistant)	\$ 653.40
e. Head Basketball	1306.80
f. Assistant Basketball (Reserve)	712.80
g. Swimming	1128.60
h. Wrestling	1009.80
i. Cross Country	683.10
j. Track	920.70
k. Baseball	831.60
l. Tennis	504.90
m. Golf	504.90
n. Soccer	683.10
3. <u>Junior High</u>	
a. Football	505.58
b. Basketball	505.58
c. Swimming (9th grade)	393.23
d. Track	421.31
4. <u>Intramurals</u>	
a. Senior High Girls, per season	288.75
b. Senior High Boys, per year	551.25
Senior High Boys, split season (three seasons) - prorated	
c. Junior High Football (two assignments)	337.05
Junior High Basketball (two assignments)	337.05
Junior High Track	337.05
Junior High Wrestling	337.05
Junior High Swimming (7th and 8th grades)	224.70
Junior High Girls, per season	252.78
5. <u>Water Ballet</u>	
a. Senior High	367.50
b. Junior High	315.00
6. <u>Cheerleading</u>	
a. Senior High	315.00
b. Junior High	210.00
7. <u>Band</u>	
a. Senior High	630.00
b. Junior High	420.00
8. <u>Orchestra</u>	
a. Senior High	393.75
b. Junior High	393.75

Appendix B (continued)

	<u>Amount</u>
9. <u>Vocal</u>	
a. Senior High	\$ 420.00
b. Junior High	262.50
c. Elementary	84.00
10. <u>Elementary Instrumental</u>	84.00
11. <u>Marching Band</u>	210.00
12. <u>Driver Education</u>	
a. Step 1	6.50
b. Step 2	6.75
c. Step 3	7.00

APPENDIX C

1971-1972 SCHOOL TERM

A.

September 7, 1971 (T)	Teachers' Orientation; Building Meetings; Department Meetings; and Staff Preparations
September 8, 1971 (W)	Classes Begin (1/2 Day)
November 25, 1971 (Th)	Thanksgiving Recess
November 29, 1971 (M)	Classes Resume
December 20, 1971 (M)	First Day of Christmas Recess
January 3, 1972 (M)	Classes Resume
January 28, 1972 (F)	Teachers' Records Day - No Classes
January 31, 1972 (M)	First Day of New Semester
March 31, 1972 (F)	First Day of Spring Recess
April 10, 1972 (M)	Classes Resume
May 29, 1972 (M)	Memorial Day Holiday
June 15, 1972 (Th)	Final Day of Classes (1/2 Day)
June 16, 1972 (F)	Last Day for Teachers

Teacher Days = 185
Student Days = 182

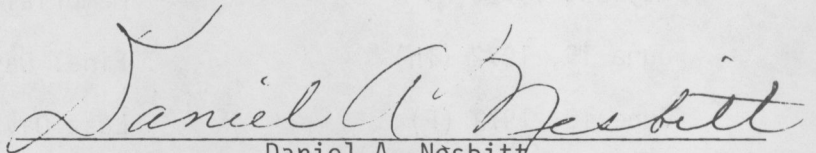
B.

The above 1971-1972 School Term is subject to all the student instruction days rules and regulations of the State of Michigan Department of Education. If any adjustments become necessary, they must be mutually agreed upon by the Association and the Board. However, it is also agreed that such adjustments shall not be the basis for any other school district employees being eligible for or having the right to overtime or any other forms of premium compensation under the terms of any statute or other collective bargaining agreement.

APPENDIX D

TO: Birmingham Education Association
SUBJECT: Letter of Intent Governing Appointment to
Auxiliary Teaching Positions
DATE: September 14, 1971

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.



Daniel A. Nesbitt
Deputy Superintendent
(Acting Superintendent)