

6/30/96

Agreement  
between the

BIRMINGHAM BOARD OF EDUCATION  
and the  
BIRMINGHAM EDUCATION ASSOCIATION

July 1, 1994 - June 30, 1996

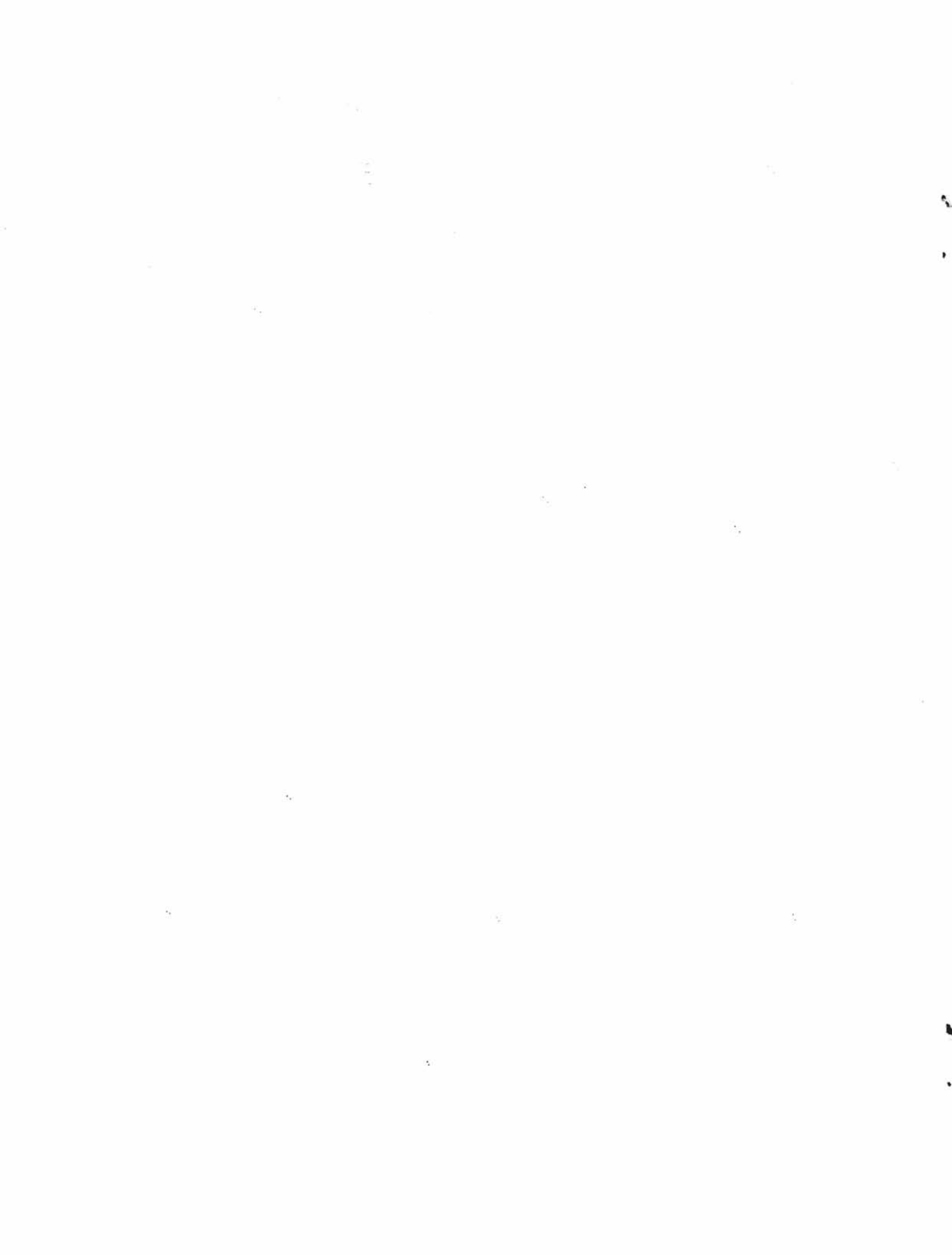
Birmingham, Michigan

*Birmingham Public Schools*



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AGREEMENT

This Agreement is entered into this 1st day of July 1994, 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, guidance counselors, media specialists, 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 1994-95 and 1995-96 school calendars.
- B. The term "teacher" as used herein shall refer to all employees in the unit for bargaining as defined in Article I.
- C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

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

Article III--Association and Teacher Rights (continued)

Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association likewise agrees that it shall not intimidate or coerce any teacher in the exercise of his/her rights set forth herein or under law.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws or other laws and regulations. The rights granted to a teacher hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to make use of school buildings and facilities in keeping with the rules and regulations of the Board governing the use of buildings and facilities. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards which shall be provided in each school building in areas designated for teacher use, such as teachers' lounges and work rooms, but not in areas open to the public or students. The Board will permit, but cannot assume the responsibility for, delivering notices through its school delivery service for Association purposes.
- D. Officials of the Association, including its Executive Director, are permitted to transact official Association business on school property at all reasonable times, provided such business does not interfere with the teachers' performance of their duties or interrupt normal school operations and that the building principal or his/her designee shall be promptly informed of such officials' presence.
- E. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information concerning the financial resources of the District and tentative budget, which have passed the discussion stage by the Board, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. Further, the Executive Director of the Association and the Board's Director of Personnel Relations agree to exchange copies of all nonconfidential research reports and other relative material dealing with collective bargaining which become available to them.

Article III--Association and Teacher Rights (continued)

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

In addition to the above, if the implementation of a written Board or building policy or procedure directly affecting a teacher, which is not covered by this Agreement, is the basis of a complaint by him/her, it may be registered and processed as provided in Article V herein through but not beyond Level II.

K. Professional Dues, Payroll Deductions, and Service Charge

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

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

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



Article III--Association and Teacher Rights (continued)

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

The Association shall also comply with the following:

- a. Fulfillment of the requirements and necessary items in Section 3 and elsewhere in this Article.
  - b. Fulfillment of its fiduciary obligations by sending written notice to the teacher that s/he has an obligation to tender dues or service charge, the reasonable date for such obligation, the account of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Board through the Superintendent.
  - c. Fulfillment of its responsibilities by sending written notice to the teacher (copy shall be sent to the Board) that s/he has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a written request for his/her termination was being made to the Board.
  - d. By stating in the request for termination to the Board that such request is in conformance with the provisions of this Article, that the teacher has not complied with his/her obligations, and that it is an official request of the Association.
  - e. The Board, upon receiving a signed statement from the Association indicating that a teacher has failed to comply with this condition, shall notify said teacher that his/her employment shall be discontinued at the end of the school year unless the requirement set forth in Section 2 above is satisfied prior to sixty (60) days before the end of the school year.
3. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by

Article III--Association and Teacher Rights (continued)

the National Labor Relations Board and Federal Courts, and to the extent that it does not conflict with any Federal or State laws.

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

- a. Majority Representative - The Association is the certified collective bargaining representative of the teachers in the unit.
- b. Availability of Membership - The Association shall permit all teachers to join the Association except where admission of any given teacher would be contrary to its constitution.
- c. Equal Membership - The Association must allow membership on an equal basis; full participation must be on an equal basis.
- d. Application of Membership - As a condition of employment, the Association cannot deny a teacher membership except where the granting of membership to the given teacher would be contrary to its constitution, or in the alternative, the right to pay the service charge if the teacher has tendered or offered to pay.

4. Exceptions to Section 2 above shall be:

- a. All teachers who are not employed on a permanent basis or who are not eligible to be compensated according to Appendix A of this Agreement shall not be required to join the Association or pay the service charge thereto.
- b. Teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only the remaining monthly installment membership dues or service charge. Such pro-rata shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of the days left that shall govern.)

5. If a teacher has tendered directly to the Association his/her annual membership dues or the service charge, or has a written authorization in effect requiring the deduction of such dues or service charge, the teacher shall not, under any circumstances, risk the loss of his/her employment because of a lack of good standing in the Association. The Association cannot cause the discharge of a teacher who has resigned from or has been expelled by the Association for any reason other than his/her failure to tender the annual membership dues or service charge to the Association, either directly or after revocation of his/her authorization.
6. The deduction of annual membership dues or service charge shall be made in ten (10) month equal installments, beginning with the month

Article III--Association and Teacher Rights (continued)

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

7. The following requirements are understood and agreed to by the parties:
  - a. By September 1st of each year, the Association shall send the Board a list of those teachers who have paid the annual Association membership dues or service charge in cash.
  - b. The Association agrees no teacher who shall leave the Board's employ before the completion of the school year shall be required to have deducted any additional monies under this Article.
  - c. The Association agrees that the service charge paid by nonmembers shall not be used to support financially any political candidates if the nonmember objects to such support.
8. In any case in which a teacher or teachers contest a discharge under the provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in doing so, the Association agrees to pay such expenses so incurred by the Board provided the counsel is acceptable to the Association and except that if the opportunity arises to settle the case and the Association is willing to pay the cost of settlement, the Association will be free of all obligations hereunder if the Board refuses to settle. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Article. Where a teacher's employment has been terminated and s/he has given indication that s/he is in the process of contesting that termination through the Tenure Commission or a court of competent jurisdiction, the teacher litigating the issue will have his/her employment continued until such time as the litigation has been completed and a decision rendered in the matter or until such teacher has ceased to pursue the legal remedies available to him/her by not making a timely appeal of any decision rendered in said issue by the Tenure Commission or a court of competent jurisdiction. Any such request for litigation by a teacher must commence within the thirty (30) days immediately following his/her receipt of the notice that his/her employment is being discontinued at the conclusion of the school year.
9. If any court of competent jurisdiction or governmental administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law or if the

Article III--Association and Teacher Rights (continued)

State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void, and the Association shall reimburse all teachers who have been required to pay the service charge, provided such teachers must request the Association for reimbursement within thirty (30) days of such court, administrative agency, or legislative decision or action.

10. This section shall become null and void if any violation of the "No Strike" provisions (Article IV, Section B) occurs during the term of this Agreement.
- L. During the school year and conditioned on being given adequate advance notice, the Board will provide the Association a maximum of thirty (30) paid and released school days for the purpose of transacting official Association business by its President and/or Association authorized members, as long as there can be shown no demonstrable harm to the Board from the utilization of such days. Further, a maximum of twenty (20) additional days may be used, provided that the Association shall pay the cost of any substitute utilized for coverage on such days.
- M. The Association President shall be released from his/her teaching duties for one-half day each day at Board expense. Full fringe benefits and all other rights granted by the master agreement shall be maintained during the duration of the office.

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

ARTICLE IV

BOARD RIGHTS AND SECURITY

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

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

Article IV--Board Rights and Security (continued)

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



ARTICLE V

GRIEVANCE PROCEDURE AND ARBITRATION

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

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

<u>Grievance Level</u>	<u>Grievance Procedure and Arbitration</u>		
	<u>Presentation</u>	<u>Meeting</u>	<u>Disposition</u>
I Administration	10 days after occurrence	5 days	5 days
II Superintendent	5 days	5 days	5 days
III Arbitration	10 days	Joint selection of arbitrator-- 5 days; Demand for arbitration-- 5 days	30 calendar days

## 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 ten (10) 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/her Association Representative as soon as either knows of the subject or basis of a potential grievance. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended in writing by mutual agreement. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

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

### 1. Level I

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

### 2. Level II

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

### 3. Level III

- a. If the Level II disposition does not settle the grievance, the Association may, within the ten (10) school days after the

Article V--Grievance Procedure and Arbitration (continued)

Level II disposition is rendered, submit the grievance in writing and signed by the teacher to arbitration at Level III.

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

- b. Within the five (5) school days after such written notice of submission to arbitration, the Board Committee and the Association will agree on a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then, within the next five (5) school days a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.
  - c. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.
  - d. The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. S/he shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any appendix attached thereto, nor shall s/he have any power or authority to make any decision which 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 s/he rules on, provided that the arbitrator shall not substitute his/her judgment for that of the Board or the Association.
  - f. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.
- D. Dispositions to written Level I and II grievances will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the

## Article V--Grievance Procedure and Arbitration (continued)

Grievance Committee. Decisions rendered at Level III will be in accordance with the procedures set forth in Section C.3-c.

- E. Grievances associated directly with systemwide 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. The investigation of a grievance shall be conducted at such times and in a manner so as to not cause interruption of, or interference with regular established teacher schedules, or the effective performance of other duties of any teacher.
- H. Each principal shall be given prior notification, in writing, by the Association of the names of his/her school's Association Representative(s).

## ARTICLE VI

### TEACHING HOURS AND CLASS LOAD

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

A teacher shall report to his/her building no less than fifteen (15) minutes before the start of his/her first assignment. Except on Friday or the day before a holiday, teachers, including elementary media specialists, shall be available as needed, but shall remain beyond the close of the school day

1. Twenty (20) minutes in elementary schools,
2. Twenty-five (25) minutes in middle schools,
3. Fifteen (15) minutes in senior high schools.

## Article VI--Teaching Hours and Class Load (continued)

Also, the parties agree that the work day of all middle/high school teachers shall be of approximately the same duration.

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.

Faculty meetings shall normally be held on a regularly scheduled day. There shall be a maximum of two (2) faculty meetings per month not to last more than one (1) hour beyond the teacher day. Exceptions may be made to this provision for each teacher, who is assigned to a districtwide department, to attend up to five (5) additional meetings during the school year that may be scheduled by such districtwide department, and in the event of unusual circumstances requiring additional meetings.

### B. Middle and High School Teachers

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

#### 1. Seven Period Day: Middle School

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

#### 2. Seven Period Day: High School

- a. No more than five (5) academic periods shall be assigned.
- b. At least one (1) additional C.E.A. or duty period shall be assigned.
- c. At least one (1) preparation period shall be assigned.
- d. The flex team members and teachers in other interdisciplinary programs approved by the curriculum council process will qualify for a four (4) class (teaching load) with team planning as a fifth daily assignment.

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

- e. Teachers of writing shall be assigned to no more than two writing classes concurrently and have no more than four academic assignments. The courses deemed to be writing classes shall be established by curriculum council process.



Article VI--Teaching Hours and Class Load (continued)

Assignment to a writing laboratory will replace the fifth academic assignment. The English department head will establish the techniques for the lab in consultation with the members of the department.

3. a. Complementary Education Activity (C.E.A.) shall be defined as teacher-directed activity and service which result in direct benefit to the instructional program or direct support to student learning. CEA activities may include curriculum development work, G/T mentoring, monitoring of a laboratory activity or test make-up center, etc.
- b. CEAs may be of a semester or school year duration and will be established with the mutual agreement of the building administration and the teacher involved.

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

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

A C.E.A. may, however, require:

1. Documenting students' attendance.
2. Assisting or advising students.
3. Supervising students.

Article VI--Teaching Hours and Class Load (continued)

- f. A teacher will be held accountable for all expectations and activities associated with his/her C.E.A. The perceived level of success of a C.E.A., however, will not be included in a teacher's formal evaluation.
4. The administration, in consultation with the staff in each middle and/or high school, may decide to modify the daily schedule from time to time in order to provide for activities periods and/or advisor/advisee periods. In such event each teacher shall still have a period of individual conference/preparation, a regular lunch period and no more than five (5) instructional periods on those days the daily schedule is modified.
5. Upon request, sixth and seventh grade middle school teachers of instructional reading and foreign language shall be excused from an advisor/advisee recreational reading assignment when they have three or more different preparations and when their total student load, excluding advisor/advisee recreational reading and homeroom exceeds 156. A separate course preparation shall be counted when a different district adopted basic textbook series and/or district approved curriculum guide are used for a course or program. An option, alternative relief of an additional one-half daily conference preparation period may be provided by the administration.
- C.
  1. The Board agrees to exert every effort to avoid a situation from occurring where a teacher might be requested, on a voluntary basis, to accept a regular academic assignment over and above the maxima established in this Article.
  2. The Board shall not assign more than three (3) different course preparations concurrently (e.g., 6-week course, 10-week course, semester, marking period) and no middle or high school teacher shall be assigned more than six (6) course preparations in a school year, except in the case of the inability of making the course available to students or upon the mutual agreement of the teacher and his/her supervisor.
  3.
    - a. The Board and Association agree that middle and high school teachers' nonacademic school day assignments, such as hall duty, lunch duty, etc., shall be 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.
    - b. For the purpose of this agreement, duties shall be defined as those supervisory assignments of teachers, which the administration must make to maintain the degree of control and order needed for an optimal educational atmosphere. These

Article VI--Teaching Hours and Class Load (continued)

duties may include: study hall and corridor proctoring, media center supervision, noon hour gym supervision, cafeteria and/or commons supervision, etc.

- c. There shall be a maximum of two Cafeteria duties at Groves and a maximum of six Cafeteria/Commons duties at Seaholm. These duties shall replace an academic assignment in a teacher's schedule and shall first be assigned to volunteers. Except in the case of a volunteer, a teacher may not be assigned more often than one semester every three school years.
  - d. There shall be no more than eighteen other duty assignments at each high school. These assignments shall first be staffed by volunteers and, except in the case of a volunteer, a teacher may not be assigned more often than one semester every three semesters.
4. All middle and high school teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes.
  5. In middle schools, planning time for activity periods and advisor/advisee programs will be incorporated in the team planning period. Teachers who choose not to present an activity period offering will have responsibilities during that period in accordance with the activity period plan of that school.

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

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

6. For their first and second thirteen-week marking periods, sixth grade art, home economics and industrial arts teachers will be given two team planning periods for grading purposes.
- D. 1. The Board will provide planning time for elementary teachers. The Board will schedule planning time for each teacher in grades K-5 on the basis of 170 minutes per week. In the event that it becomes impossible to schedule planning time for a teacher on a particular day, such teacher shall be provided a five (5) minute relief period in both the morning and afternoon. Subject to the limitations of the associate teacher's schedules, a goal of the Board will be to schedule a minimum of 30 minutes planning time for an elementary teacher on each full school day. Beginning with the 1991-92 school year each teacher shall be guaranteed to receive a 30 minute preparation period a minimum of four (4) days per week.

Article VI--Teaching Hours and Class Load (continued)

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. 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 as provided shall, however, be entirely voluntary.
1. Every effort will be made to limit a general education teacher's attendance at special education/E.S.L. meetings (i.e. I.E.P.'s, M.E.T.'s) to no more than one planning period in a week. In no case will a general education teacher be required to use more than two (2) planning periods in a week for this purpose.
  2. Every effort will be made to limit attendance at special education/E.S.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher.
- F. The Board and the Association agree that there will be a mutual effort to assure that teachers will participate in evening activities which are sponsored by the school, parent, or student groups.

Teachers may be required to attend two (2) evening meetings per year.

- G. Teachers may leave the school building during their lunch period.

- H. 1. Elementary music and physical education teachers serving one building may be assigned up to nine (9) teaching periods during the school day. In the event that an elementary music, physical education, or art teacher is assigned to more than one building in a given school day, such teacher shall have his/her teaching assignments reduced by one (1) thirty (30) minute period for each scheduled building beyond one (1). In no event shall an elementary music or physical education teacher be assigned more than five (5) hours of classroom instruction per day.

There shall be a minimum of five (5) minutes between each elementary music class except where mutually agreed to by the teacher and the building principal. Upon request of the teacher, there shall be a minimum of five (5) minutes between each elementary physical education class where facility use permits and where the building administrator determines that it is practical do so.

2. Elementary art teachers may be assigned not more than 300 minutes of instruction per day. There shall be a minimum of ten (10) minutes between each instructional period and each instructional period shall be no less than forty (40) minutes in length.

Article VI--Teaching Hours and Class Load (continued)

3. In high school departments where there is no department head, a teacher in that department will be provided released and/or paid time to attend to departmental duties. Such time will be provided as needed and as approved by the principal. In the event that scheduling does not permit released time, payment will be made to the teacher in accordance with Article XVIII, C.2.
- I. The Board and Association recognize the positive effects that effective program evaluations can have on the instructional program of the district. In order to achieve this the following provisions shall apply to the results of all evaluations of program.
1. No information obtained will contain reference to an individual teacher.
  2. No portion of the results will be placed in a teacher's personnel file.
  3. No information obtained will be utilized as evidence for teacher dismissal, involuntary transfer, or placement on third year probation.
  4. All information disseminated beyond program staff shall contain reference to factors beyond the teacher's control which may have had some effect upon the results.

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



ARTICLE VII

TEACHING CONDITIONS AND CLASS SIZE

A. Class size will be controlled by the following guidelines:

1. Elementary Schools

a. It is the intent of the Board of Education to maintain class sizes at or below the numbers shown in the following table appearing under the column labeled INTENDED CLASS SIZE.

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

<u>INTENDED CLASS SIZE</u>			<u>ALTERNATIVE CLASS SIZE</u>		
<u>GRADE</u>	<u>MAXIMUM</u>	<u>RELIEF PROVIDED</u>	<u>MAXIMUM BEFORE RELIEF</u>	<u>RELIEF PROVIDED AT</u>	<u>MAXIMUM</u>
K	26	22	28	29	31
1	26	22	30	31	33
2	27	--	30	31	33
3	28	--	32	33	35
4 & 5	29	--	32	33	35

SPLIT LEVELS:

<u>INTENDED CLASS SIZE</u>			<u>ALTERNATIVE CLASS SIZE</u>		
<u>GRADE</u>	<u>MAXIMUM</u>	<u>RELIEF PROVIDED</u>	<u>RELIEF</u>	<u>MAXIMUM BEFORE PROVIDED AT</u>	<u>RELIEF MAXIMUM</u>
2/3	26	--	30	31	33
3/4	27	--	30	31	33
4/5	28	--	30	31	33

Article VII--Teaching Conditions and Class Size (continued)

b. It is agreed by the parties that the above class size numbers shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, and changes which occur late in a school year 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. a. Middle/High School:

Class size of 29 in all industrial arts, home economics, English, social studies, mathematics, science, language art, and business classes; 28 in laboratory industrial arts and home economics classes; 35 in all drafting and typing classes; 40 in all music classes, except performing groups; and 45 in all physical education classes.

b. Middle/High School Teacher Daily Student Load:

Applies only to middle/high school teachers with regular full-time schedules in art, language arts, social studies, science, mathematics, senior high foreign language, home economics, industrial arts (except drafting) and business classes (except typing).

$$29 \times 5 \times 110\% = 160$$

	<u>Strive For Number</u>	<u>Maximum Before Relief</u>	<u>Relief Provided At</u>	<u>Maximum</u>
c. <u>Middle/High School:</u>				
All classes, except the following:	29	32	33	35
Lab. - Home Economics, Industrial Arts	28	31	32	34
	<u>Strive For Number</u>	<u>Maximum Before Relief</u>	<u>Relief Provided At</u>	<u>Maximum</u>
Drafting & Typing	35	39	40	42
Typing				
Music, except performing groups	40	44	45	47
Physical Education	45	--	--	47
Middle School Physical Education (Not opposite Instrumental Music)	40	--	--	40

Article VII--Teaching Conditions and Class Size (continued)

The maximum number of students assigned to a high school study hall shall be thirty-five (35) when in a classroom and forty-five (45) when housed in a larger facility.

- d. 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.
3. If any class size exceeds ten percent (10%), rounded to the highest whole student, of those established herein, or any middle/high school teacher's daily student load exceeds 160 students as set forth above, one of the following alternatives or other similar alternatives will be implemented as determined by the Superintendent or his/her 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.

4. Special Education:

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

Solely and exclusively for the application of Article VII, A., but excluding the elementary intended class size provisions:

- a. Each elementary student assigned to a Learning Resource Center shall be counted as two (2) students.
- b. Each elementary student assigned to a self-contained special education classroom and mainstreamed into a general education classroom will be counted as two times the percent of time spent in the receiving teacher's general education classroom.
- c. Each secondary student assigned to a Learning Resource Center or a self-contained special education classroom shall be counted as one and one half (1-1/2) students in all general education classes, except physical education, and except when a student is assigned to a basic skills class.

Article VII--Teaching Conditions and Class Size (continued)

Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms, except where an unequal distribution would be in the best interest of a student.

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

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

- B. The Board and Association agree to the establishment of an Advisory Committee at each school. The Committee will consist of the principal, who may request the presence of one (1) other administrator, and a minimum of four (4) faculty representatives elected by the faculty.. The Advisory Committee will meet once each month, with necessary additional meetings being held at the request of either the principal or the faculty representatives. The Advisory Committee members will exchange and review proposals and recommendations on school matters of mutual concern to the parties.

Such matters may include:

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

Article VII--Teaching Conditions and Class Size (continued)

- 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 staff 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.
- J. The provisions of the Occupational Safety Act (Michigan Public Act 154, 1974) 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 closed buildings. Further, when schools are dismissed due to inclement weather, teachers shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a teacher shall not suffer a loss of compensation.

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

Article VII--Teaching Conditions and Class Size (continued)

M. Elementary Parent/Teacher Conferences:

All elementary schools shall schedule two (2) afternoon and two (2) evening conference blocks each fall and spring. The afternoon conference blocks days will be set forth in the school calendar. Each block will be of three (3) hour duration and be scheduled during the teachers' normal working hours. Specific days and times for the evening conference blocks will be set forth in the school calendar with each block to be of three (3) hour duration. Generally no more than one (1) conference will be scheduled for each thirty (30) minute period and in no case will a teacher be required to have more than twenty-six (26) conferences in the fall or spring. Should more than twenty-six (26) conferences be necessary the additional time required will be provided by the Board providing substitute teacher time.

One (1) conference preparation day will be provided prior to the conferences in the fall and one-half (1/2) conference preparation day will be provided prior to the conference in the spring.

Full time kindergarten teachers shall be provided an additional one-half (1/2) conference preparation day in the fall and spring.

An additional four (4) half days will be provided for conferences during the normal work day to all full time kindergarten teachers in the fall and spring by releasing the students.

Secondary Parent/Teacher Conferences:

All secondary schools shall schedule two (2) evening conference blocks of three (3) hour duration in the fall and spring. The specific days and times for the evening conference blocks will be set forth in the school calendar.

One-half (1/2) conference preparation day will be provided prior to the conferences in the fall and spring. These preparation days shall not be separated from the conference week by a scheduled vacation period in the school calendar and, further, if conferences are scheduled more than five (5) working days following the preparation day, an additional one-half (1/2) day will be given to prepare.

One (1) conference compensation day will be provided for each conference block.



Article VII--Teaching Conditions and Class Size (continued)

- N. The Board agrees it will not discriminate with respect to any teacher's assignment or class size.
- O. Teachers shall prepare lesson plans for the use of substitute teachers. Teachers shall also prepare and maintain written evidence of adequate planning for their instructional program(s). In implementing this section, supervisors will avoid regimenting all teachers with regard to format and time requirements. Normally, the Board will attempt to secure substitutes for absent classroom teachers, media specialists, LRC teachers and special education classroom teachers. In the event that it is necessary to assign teachers to substitute during their conference periods, the assignment will be given to volunteers and/or rotated.
- P. In the preparation of teacher assignments, the Board and Association agree to the following:
1. Prior to adopting a tentative master teacher schedule for the ensuing year, the principal will consult with teachers in his/her building with regard to such schedule.
  2. Such consultation shall include discussion of specific courses to be taught, grade level, number of different courses, nonacademic 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 teaching 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.
- Q. Prior to instituting any substantial program additions to the curriculum after the beginning of the school year, the Board will consult with the teachers involved.
- R. A special education student may be placed into a regular classroom in accordance with state and federal placement procedures. Receiving regular classroom teachers will be involved or advised prior to class assignment. Both special education and general education teachers may offer suggestions relative to the placement of such students. Teachers will be advised of summer special education enrollees by the first day of the succeeding school year.
- S. The teacher shall adhere to and comply with the Board's curriculum plan and instructional program.

## Article VII--Teaching Conditions and Class Size (continued)

- T. In order to meet the special needs of students in the District and to provide expert assistance to the classroom teacher as s/he encounters particular problems with students, the Board agrees that, to the extent possible and within its means, it shall continue to employ auxiliary personnel, such as librarians, multimedia personnel, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the homebound or hospitalized, counselors, remedial reading teachers, learning disability teachers, teachers of the emotionally disturbed, teachers of the mentally handicapped, and teacher counselors for the physically handicapped.
- U. In consideration of optimum learning environment and energy conservation, including governmental regulations and guidelines, the Board shall maintain adequate classroom heating within the instructional areas of each school building. A teacher shall not be required to teach in a facility where the temperature is below sixty degrees Fahrenheit (60 F) and the condition cannot be corrected within one (1) school day.
- V. During the month of September all itinerant Special Education staff shall meet with the principal(s) of the school(s) to which they are assigned to discuss their schedules and work place assignments. If problems arise with regard to work place assignment, the Executive Director of the BEA and the Assistant Superintendent for Personnel shall meet to attempt to resolve the issue.
- W. No general education teacher shall routinely be required to perform medical or hygienic procedures on a student.

## ARTICLE VIII

### STAFFING

#### A. Qualifications:

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

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

## Article VIII--Staffing (continued)

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

4. Teachers of remedial reading and health education must meet State approval guidelines.
5. Social workers and school psychologists must possess the appropriate State approval.
6. Major or minor shall be defined as such a designation by a college or university or an equivalency. Equivalency for a major shall be thirty (30) semester hours, and twenty (20) semester hours for a minor.
7. Learning Resource Center teachers must be certified in Educable Mentally Impaired, Emotionally Impaired, or Learning Disabilities.
8. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification.

### B. Vacancies:

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

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

### 2. Voluntary Transfer Requests:

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

Article VIII--Staffing (continued)

3. Filling of Vacancies:

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

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

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

4. In determining reassignment of teachers who are to be involuntary transferred, who have requested voluntary transfer, or who are returning from leave of absence, the following procedures will be followed:

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

Article VIII--Staffing (continued)

C. Involuntary Transfers:

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

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

Elementary buildings.....2 exempted teachers  
Middle School buildings.....3 exempted teachers  
Senior High buildings.....3 exempted teachers

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



Article VIII--Staffing (continued)

d. Outside teaching and grade level, subject, or special experience.

3. When appropriate, involuntary transfers for the welfare of the concerned parties may be made.

D. Reductions and Recall:

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

1. Teachers may be laid off on a departmental basis. Departments are defined as elementary classroom (grades K-5), art, business education, counseling, foreign language, home economics, instrumental music, industrial arts, language arts, mathematics, media specialists, physical education, science, social studies, special education, remedial reading and vocal music.

2. The order of layoffs will be:

- a. Noncertified teachers.
- b. Probationary teachers (unless no qualified tenure teacher is available).
- c. Tenure teachers.

3. In reaching a decision within categories, a, b, and c in 2, above, the following criteria will be followed in the order listed:

a. Qualifications as determined by:

- aa. Major (or minor, if the teacher is currently teaching at least 50% of his/her assignment in that area).
- bb. Areas of certification.
- cc. A teacher's minor will be considered to be equivalent to a major if that teacher has more than ten (10) years' seniority in the District.

b. Seniority in the District.

c. Written evaluations on file in the Personnel Office.

4. A teacher who is to be laid off from one department and who has the requisite qualifications for a position in a second department as defined in Section A. of this Article, shall have the right to replace another teacher in the second department having less seniority only if s/he has a major appropriate to such other department.

5. A teacher to be laid off will be given notice at least 25 days prior to the date the layoff is to be effective.



Article VIII--Staffing (continued)

6. Teachers shall be recalled in reverse order of the procedure specified above.
7. The parties agree a teacher's eligibility for recall shall terminate if s/he:
  - a. Accepts permanent employment within the public or private sector that is comparable or similar, or
  - b. Resigns or his/her employment by the Board otherwise terminates, or
  - c. Fails to respond to his/her recall notice within five (5) days of his/her receipt of such notice and/or fails to report to the teaching assignment s/he is recalled to, or
  - d. Lacks tenure status when his/her layoff becomes effective and s/he is not recalled by the conclusion of the ensuing school year or the termination date of this Agreement, as set forth in Article XXII.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to retain such rights as s/he may have had under this Agreement prior to such transfer to supervisory or executive status.
- F. Seniority in the District for the purpose of this Article shall mean continuous permanent employment in the District as a certificated employee, but shall exclude all periods when the teacher was on leave of absence.

ARTICLE IX

LEAVES OF ABSENCE

A. Childbearing and/or Childrearing Leave:

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

An extension of the leave of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.

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

Article IX--Leaves of Absence (continued)

- B. Peace Corps Leave. A one (1) year leave of absence without pay may be granted to any teacher who joins the Peace Corps as a full-time participant in such program. Such leave shall be extended for one (1) year at the request of the teacher.
- C. Annual Two-Week National Guard or Military Reserve Unit Leave. A teacher who is a member of the national guard or a military reserve unit shall be granted a leave for a nonrequested mandatory annual two (2) week training commitment if it must be attended during the school year. The Board will compensate a teacher who qualifies under this provision the difference between his/her service pay and regular teacher's salary, but only if by such a leave s/he would suffer a loss.
- D. Public Office Leave. A leave of absence without pay for up to one (1) year shall be granted annually to up to two (2) teachers who are appointed to or elected to a full-time public office position. If necessary and applied for in writing, such leave will be extended annually for the duration of one (1) term for such public office.
- E. BEA, MEA, or NEA Leaves. A leave of absence for one (1) year shall be granted without pay to those teachers who are appointed or elected to Association, MEA, or NEA positions.
- F. Jury Duty Leave. Teachers who are summoned and report for jury duty shall be paid an amount equal to the difference between the amount of wages the teacher would otherwise have earned by working on that day and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which s/he reports for or performs jury duty and on which s/he otherwise would have been scheduled to work.
- G. A teacher on tenure may be granted a leave of absence up to one (1) year without pay for reasons of health, to return to school, family responsibilities, such as, care or relocation of family. Other unpaid leaves for reasons deemed meritorious by the Superintendent may also be granted.
- H. All leaves of absence may be extended by the Board. A teacher's request for an extension of his/her leave of absence must be submitted in writing. A teacher may be granted more than one (1) extension of a leave. The duration of the extension shall normally be for one (1) teacher work year. The Board's decision on each leave extension request will be made individually on a case by case basis and will be in consideration of its impact on laid off teachers, the availability of a suitable replacement teacher, economic considerations, and other relevant factors.
- I. After the exhaustion of any available sick leave days, the Board shall provide an unpaid leave of up to twelve (12) weeks to all teachers who request it for the purpose of the care of a member of the immediate family with a health problem. Further, Health Insurance shall be provided to all those on such a leave who were covered by Board paid Health Insurance prior to the leave for the twelve (12) week duration of the leave.

Article IX--Leaves of Absence (continued)

- J. A teacher who returns from a leave of absence during a subsequent school year shall receive the salary of the immediate next step of the salary schedule, provided s/he is otherwise qualified in accordance with the policy pertaining to advancement on the salary schedule.
- K. A teacher on a leave of absence scheduled to conclude at the end of a school year must, no later than April 1, inform the Board as to whether s/he wishes to return for the subsequent school year or wishes to extend his/her leave for an additional year. As an exception to the above, if the teacher's leave commenced after April 1, s/he must inform the Board no later than July 1.

ARTICLE X

SABBATICAL LEAVES

- A. In order to enhance the professional status of teachers, the parties agree to the establishment of a Sabbatical Leave Committee to be comprised of an equal number of teachers and Board representatives. The Association will select the teacher members of this Committee. This Committee shall evaluate the qualifications of all applicants and make recommendations to the Superintendent for those applicants deemed acceptable. The Superintendent shall, however, make the final decision with respect to such applicants. The Committee may also consult with the Superintendent annually with reference to possible changes in the criteria for the selection of teachers seeking Sabbatical Leave. No more than two percent (2%) of the teachers may receive a Sabbatical Leave in any one school year. Said committee shall be initiated upon the request of either party.
- B. The compensation for a teacher on Sabbatical Leave shall be one-half (1/2) of the base salary s/he would receive if s/he was employed as a teacher during the period for which the leave is effective.
- C. A teacher on Sabbatical Leave shall be entitled to participate in the Insurance 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 s/he is on Sabbatical Leave.

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

## Article X--Sabbatical Leaves (continued)

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

## ARTICLE XI

### DISCIPLINE

- A. In accordance with subsections #1, #2, and #3 of this section, no teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
1. Discharge. In the case of a discharge, where a teacher has recourse through the Michigan Teacher Tenure Act, such teachers may grieve the discharge up to but not beyond the decision of the Superintendent.
  2. Other Disciplinary Action. Disciplinary action taken against a teacher which is not covered under the Michigan Teacher Tenure Act shall be subject to the grievance procedure set forth in Article V.
  3. Probationary teacher dismissal shall be subject only to the provisions set forth in Article XXI, Section F, and shall not be subject to arbitration.
- B. A teacher shall at all times be entitled to have present a representative of the Association when s/he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance when such action is to be recorded in the form of a written report or when this occurs above the building level. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. Personnel Files. A teacher shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Each teacher's personnel file shall contain but shall not be limited to the following:

## Article XI--Discipline (continued)

1. Annual TB report and required medical information.
2. All teacher evaluation reports.
3. Copies of annual contracts.
4. Teacher certificate.
5. College placement material, including official transcripts.
6. Tenure recommendation.
7. Copies of official personnel action.
8. Letters of commendation.
9. Other materials mutually agreed-upon.

Further, teachers shall receive copies of all materials, with the exception of confidential materials, which are to be placed in the personnel file and shall be informed as soon thereafter as is feasible if a F.O.I.A. request is submitted for any information.

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

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

## ARTICLE XII

### ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man/woman, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:
1. The teacher shall encourage the student to study varying points of view and respect his/her right to form his/her own judgment.
  2. The teacher may assume full political and citizenship responsibilities but shall refrain from exploiting the institutional privileges of his/her professional position to promote candidates or partisan activities.
  3. The teacher shall protect the educational program against undesirable infringement.
  4. The teacher shall be allowed to interpret and use the writings of others and educational research with intellectual honesty.



## Article XII--Academic Freedom (continued)

- B. Academic freedom exercised by a teacher requires that s/he be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the convictions of the citizenry be considered carefully in the exercise of academic freedom.
- C. It is agreed to by the parties that the evaluation of students is the responsibility of the teaching staff. No grade may be changed unless either the teacher who issued the grade concurs or the majority of the Grade Review Panel approves of the change. The Grade Review Panel shall be composed of three (3) teachers selected by the Association, one (1) Board member and the Superintendent or his/her designee. Should the teacher not concur and the panel approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the board members elected and serving will be final.

## ARTICLE XIII

### TEACHER PROTECTIONS AND SAFEGUARDS

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

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

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

- B. Problems relating to student discipline and suspension procedures as determined by the school faculty or 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 s/he is fulfilling his/her 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/her rights and obligations with respect to such assault. Also, the Board will render all reasonable assistance to the teacher in connection with the handling of the assault by law enforcement authorities.
- D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense provided the teacher's action was not contrary to the written policies and rules and regulations of the Board.
- E. Necessary time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher provided the teacher's action was not contrary to the written policies and rules and regulations of the Board.
- F. A teacher, in administering student discipline, must recognize that s/he has a responsibility to be at all times fair and consistent in its application.
- G. The Board will reimburse a teacher for any loss, damage, or destruction of clothing or personal property of the teacher while fulfilling professional duties and assignments, which 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. Corporal punishment of students is prohibited as per Michigan Public Act 521 of 1988. A statement, including the text of the Act, shall be publicized to all teachers no later than the first week of each school year with direct attention called to said statement by the administration.
- I. A student's files (main office and counselors') shall be made available to teachers for professional purposes.

ARTICLE XIV

SEVERANCE PAY

- A. Service Credit Remuneration. Each teacher with a minimum of fifteen (15) consecutive years' service in the district shall upon resignation for the purpose of retirement, or resignation due to illness or death, receive payment of three hundred dollars (\$300) for each year's service to the district. In the event of death, the full service credit remuneration will be paid to the beneficiary of the teacher.

Consecutive years of service is defined as a continuous period during which time a teacher is employed by the Board of Education. Leave of absence will not count as credit toward the minimum fifteen (15) years of employment; however, such leave will sustain the teacher's eligibility toward qualification. Retirement shall be defined as the discontinuance of retirement payments from the Michigan Public School Employees' Retirement Fund.

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

- B. Pay for Unused Sick Leave Days. Each teacher with a minimum of five (5) years' service in the district and a minimum of thirty (30) accumulated sick leave days shall upon voluntary resignation from the district receive payment of thirty dollars (\$30) for each accumulated day up to a maximum of one hundred eighty (180) days.

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.

## Article XV--Joint Studies Committees (continued)

- B. Districtwide 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 encourage teacher attendance at committee meetings.
- C. The parties agree to the concept of teacher involvement in curriculum development, including the development of new courses. To this end, a minimum of one hundred (100) days will be set aside for released time for teachers serving on curriculum committees and/or committees established to develop new programs. Committees interested in utilizing such days shall apply for their use, subject to the approval of the appropriate administrator.
- D. The Education Council shall include an equal number of teachers and administrators. Teacher representatives shall be nominated by the Association.

## 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 at least every three (3) years. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive written notification and statement of charges from the Superintendent or his/her designee advising them of their rights under the Tenure Act for a hearing and appeal. A complaint by a teacher relative to the procedural matters set forth in IV on pages 6, 7, 8, 9, 10, 11, and 12, in the "Birmingham Public School Plan for the Evaluation of Personnel," June 1987, revised, shall be subject to Article V of this Agreement.
- B. In addition to the procedures outlined in IV on pages 6, 7, 8, 9, 10, 11 and 12, in the "Birmingham Public School Plan for the Evaluation of Personnel," June 1987, revised, the following guidelines shall be adhered to during the teacher evaluation process:
  - 1. In the event a negative evaluation contains a recommendation for dismissal and/or third year probation, the evaluator shall have notified the evaluatee of the problem(s) as early in the evaluation period as such problems are identified.
  - 2. Upon the request of a teacher, the Superintendent shall, with the mutual agreement of the teacher, appoint two (2) additional administrators to conduct independent evaluations of the teacher's performance. Such additional evaluations shall be appended to the written evaluation completed by the teacher's immediate supervisor.

Article XVI--Teacher Evaluation (continued)

3. In the event that the evaluator identifies problem areas which may result in dismissal, third year probation, or disciplinary action, the following procedures shall be implemented:

- a. The supervisor will assist the teacher in the development of a written plan to improve performance in the areas identified.
  - b. At the request of the teacher, the supervisor will assist the teacher in acquiring the resources which may be necessary to alleviate the problems. Such resources may include printed materials, other teachers who have overcome similar problems, central office administrators and/or other building administrators with expertise in the problem area, etc.
  - c. The teacher and the supervisor shall meet monthly to discuss the teacher's progress. Meetings may be scheduled more frequently upon mutual agreement.
- C. The evaluation of a teacher will be based upon procedures and guidelines as detail in the "Birmingham Public School Plan for the Evaluation of Personnel" and other mutually agreed-to criteria.
- D. The parties agree that it is desirable for the "area of concentration" identified in an individual teacher's evaluation to be developed mutually. To this end, the supervisor will attempt to reach mutual agreement with each teacher under his/her supervision in the development of any area of concentration as detailed in the "Birmingham Public School Plan for the Evaluation of Personnel". The area of concentration will be in writing and signed by both the supervisor and the teacher and must be sufficiently narrow in scope so as to fall within reasonable expectations of teacher performance.
- E. All observation of the performance of a teacher shall be conducted openly with his/her full knowledge.
- F. A Teacher Evaluation Committee composed of equal numbers of teachers and administrators shall be established at the request of either party. 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.

Recommendations of the Teacher Evaluation Committee shall be considered for adoption by the Superintendent. Items adopted shall become a part of the evaluation policy during the next school year. Items not adopted shall be returned to the Teacher Evaluation Committee with comments as to the reason for their rejection. The Association shall be furnished with copies of the committee's recommendations and shall be notified as to the superintendent's disposition.

Article XVI--Teacher Evaluation (continued)

- G. If the teacher requests release time of peers to assist in the self-evaluation process as described in the "Birmingham Public School Plan for Evaluation of Personnel" (page 12), such reasonable requests will be granted within the budget limitations as determined by the Board.

ARTICLE XVII

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

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

- A. Sick Leave Days. Each teacher shall be allowed twelve (12) sick leave days for each school year without loss of pay.
1. All sick leave days accumulated by a teacher prior to the execution of this Agreement shall be credited and carried forward by said teacher. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year.
  2. Sick leave days may be accumulated to a total of one hundred ninety one and one half (191.5) days.
  3. Sick leave days shall be granted for the following reasons:
    - a. Serious personal illness or injury which causes a teacher to be unable to perform his/her duties.
    - b. Hospital confinement due to childbirth or complication due to pregnancy. Also for a teacher's period of temporary and total physical disability directly related to the teacher's pregnancy or childbirth. The parties agree such a teacher may be subject to examination by the Board's physician.
    - c. Serious illness in the immediate family when his/her presence is required to provide care for the family member which cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, or parent.
    - d. 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, brother, grandmother, or grandfather.



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

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

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

1. When a teacher has been absent due to illness or injury for five (5) school days within a school year due to the same or a directly-related disability subsequent to exhausting his/her sick leave days provided in Section A above, s/he shall be eligible to apply to the Sick Leave Bank for coverage for the remaining school days of his/her disabling illness or injury until s/he is eligible for the Disability Insurance provided for in Article XVIII, E.3. The Sick Leave Bank benefits will be paid for the five (5) days waiting period after the teacher has been absent thirty-five (35) additional consecutive week days due to the same or a directly-related disability.
2. A teacher who draws from the Sick Bank is not obligated to repay such days.
3. A Sick Leave Bank Committee shall be established composed 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.
5. A teacher will not be eligible for more than one hundred eighty-five (185) days during any three (3) consecutive school years.

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



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

1. Personal business day absences shall mean an event or condition that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, to attend the funeral of a close friend, inclement weather conditions prevailing at the residence area of the teacher, and emergencies are considered to be justification for the utilization of the personal business leave. Hunting, house-cleaning, honeymooning, house-hunting, social functions, and interviews for new employment are some examples of the types of activities for which the personal business day absence shall not be applied for or granted.
  2. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or recesses and the first and last days of the school term.
  3. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergency). The Board may require justification of the need for the personal business leave prior to the anticipated absence, provided the Board has reason to anticipate misapplication and/or misinterpretation of the Article.
- D. Religious Holidays. Upon application, a teacher will be granted up to two (2) days per school year for the teacher's observance of Yom Kippur and/or Rosh Hashana. The two (2) days when taken shall not be charged against the teacher's personal sick/personal leave day accumulation. Any days taken for additional religious observance days described above will be deducted from the teacher's sick leave days as defined and provided for in Section A above.
- E. An absence report form must be filled out by a teacher when s/he returns from an absence.
- F. The Board and Association agree that the reasons set forth in Sections A and C of this Article relating to the appropriate reasons for use of sick leave and personal business days are the only appropriate reasons for use of such days. A teacher who utilizes these leave days may be required to submit proof of his/her illness or injury, quarantine, family illness, death of a near relative, or business exigency.
- G. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act (Workers' Compensation) shall receive from the Board the difference between the Workers' Disability payment prescribed by law and his/her regular biweekly gross earnings, to the extent and until such time as such teacher shall have used up any sick pay provided herein. Should a teacher not have sufficient sick leave days to assure a minimum of one hundred eighty-five (185) days, she/he will receive days from the Sick Leave Bank to cover the difference to a maximum of one hundred eighty-five (185) days or to the end of the disability period, whichever

occurs first. The waiting period of five (5) days for the Sick Leave Bank will be waived for this purpose.

- H. Personal excused absences, without payroll or sick leave days deductions, may be authorized by the Superintendent.
- I. A teacher who has been absent due to illness or injury may be requested to provide medical documentation that his/her return to work is sanctioned and will not be injurious to his/her health or well-being or that of his/her students.

## ARTICLE XVIII

### COMPENSATION AND INSURANCE PROGRAMS

- A. The parties hereby adopt the 1994-95 Teachers' Salary Schedule that are 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, 1995. Each teacher with a seniority date prior to October 1, 1974 shall receive an additional \$800 Service Credit Allowance to be paid in accordance with normal procedures. The 1995-96 salary pay schedule will be negotiated by the parties.
- B. The parties hereby adopt the 1994-95 supplemental pay schedule that is set forth in Appendix B, attached hereto and made a part hereof. The parties further agree that this schedule shall be effective from the date of this agreement through June 30, 1995. The 1995-96 supplemental pay schedule will be negotiated by the parties.
- C. Special Compensation Provisions
  - 1. A secondary teacher will be compensated at \$25.00 per period for each full class assignment s/he is given (regularly or permanently) in excess of his/her regular teaching load.
  - 2. A secondary teacher will be compensated at \$25.00 per period if s/he is required to substitute for a teacher during his/her conference or planning period. An assignment during the conference period should be voluntary except when no other teacher is available, and in such case it can be assigned. When an elementary associate teacher of art, vocal music, or physical education is absent and when a substitute teacher is not secured, the affected general education (K-5) classroom teacher will be compensated at \$20.00 per period during which period the teacher was scheduled to receive preparation time.
  - 3. A high school teacher will be compensated at \$25.00 for each early final exam s/he is required to administer.
  - 4. Each counselor shall receive additional remuneration based upon his/her per diem rate of pay computed on the previous school year's salary for all days worked between the last teacher day of each school year and the first day of the successive school year.

Article XVIII--Compensation and Insurance Programs (continued)

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

E. Insurance Benefits Program

1. Hospital-Surgical-Medical Insurance

a. The Board shall provide each eligible teacher and dependents with Blue Cross Blue Shield of Michigan Series MSE Comprehensive Health Care Group Benefit with riders MSE-ECV, MSE-NCR and MSE-SAT with the \$5 co-pay Prescription Drug Program.

b. Each eligible teacher shall have the option of selecting Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM) benefit plan, with a \$250/500 deductible and with a \$10 co-pay Prescription Drug Program instead of the plan described in paragraph E.1.a., above.

Effective January 1, 1994, the Board shall establish individual flexible benefits accounts of \$975 for single coverage, \$1250 for dual coverage; and \$1350 for family coverage to be used to offset co-pays and deductibles for each employee who enrolls in the CMM benefit plan. This benefit is available and usable with the CMM benefit plan only and cannot be claimed or used by any teacher for any other purpose.

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

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

2. Life Insurance

A full-time teacher under contract shall be provided \$35,000 group term life insurance coverage, including accidental death and dismemberment. This group term life insurance coverage will remain in effect during the duration of this Agreement.

3. Disability Insurance

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

## Article XVIII--Compensation and Insurance Programs (continued)

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

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

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

### 4. Dental Insurance

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

- a. Benefit Level: 100% of customary and reasonable fees.

Diagnostic Services: Covered expenses include clinical oral examinations (twice per policy year) and patient consultations.

Preventive Services: Covered expenses include dental prophylaxis (twice per policy year); fluoride treatment and space maintainers (to age 19).

Palliative Treatment: Covered expenses include emergency treatment of dental pain.

Article XVIII--Compensation and Insurance Programs (continued)

b. Benefit Level: 80% of customary and reasonable fees.

Restorative Services: Covered expenses include amalgam silicate, acrylic or plastic, porcelain restorations, crowns and other restorative services.

Endodontic Services: Covered expenses include pulp capping, root canal therapy, periapical services, and other endodontic procedures.

Periodontic Services: Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontic services which treat diseases of the gums, tissues of the mouth, and bones supporting the teeth.

Oral Surgery: Covered expenses include simple extractions, surgical extractions, alveoloplasty, Stomatoplasty, incision and drainage of intraoral abscess, and other surgical procedures. Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Radiographs: Covered expenses included bitewing radiographs (twice per policy year) and full mouth radiographs (every thirty-six (36) months).

Repairs, Adjustments, and Relining of Dentures and Bridges: Covered expenses include adjustments of dentures, repairs to dentures, denture relining, denture duplication, repairs to bridges, and recementing of bridges.

Adjunctive General Services: Covered expenses include general anesthesia, professional visits after regularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

c. Benefit Level: 80% of customary and reasonable fees:

Construction and Replacement of Dentures and Bridges: Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges. Note: The replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on preexisting conditions.

Gold: Inlay or onlay, gold fill, gold crowns.

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



Orthodontics

\$1,000 lifetime maximum per eligible dependent.

- e. Other than for d., above, the maximum benefit per family member for the benefits described above shall be \$1,000 per policy year.
- f. Any differences or problem that may arise on the plan's benefits and/or coverage between a teacher and the carrier shall be exclusively resolved by them and Article V of the Agreement shall not be operative with reference to the resolution of any such differences or problem.
- g. The carrier shall be exclusively selected by the Board. Said carrier shall provide to the district a list of dentists in the area whose fees are guaranteed not to exceed the provider's customary and reasonable fee schedule.

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

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

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

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

- 5. Vision Care Program. The Board shall provide each eligible teacher and dependents with Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80.

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

- 6. Option to Hospital-Surgical-Medical Insurance Benefit

For the duration of this agreement and as an option to the CMM benefit plan, specified in subsection 1 of Article XVIII, Section E, above, an otherwise eligible teacher, who is not covered by the application of subsection 1, shall be granted the option of receiving a yearly cash stipend of \$1400 instead of being provided any hospital-surgical-medical benefit in accordance with the terms of this agreement. The teacher may elect to take this stipend as a yearly tax deferred annuity (TDA) contribution instead of cash. The amount, cash or TDA, will be paid in equal installments on each pay check from September through June.



Article XVIII--Compensation and Insurance Programs (continued)

In the case of spouses, both employed as teachers in the district, one shall choose the health coverage necessary to cover his/her family as outlined in XVIII, E.1 above, the other shall choose this option.

This section (Article XVIII, E.6.) shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XVIII, E.1.

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

However, a teacher who is on an approved leave of absence attributable to an occupational illness or injury, certified by the Board, shall be provided the hospitalization and life insurance coverages set forth in Article XVIII, E.1. and 2., above, for the first twenty-four (24) months of such a leave. This provision is inoperative and does not apply to such a teacher who is eligible for disability retirement under the terms of the Michigan Public Schools' Employees Retirement Act.

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

- G. During the term of this Agreement, a teacher laid off pursuant to Article VIII of this Agreement shall be entitled to the insurance coverages set forth in Article XVIII, E., above, through the month of August of the year in which the layoff occurred.

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

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

Beginning July 1, 1992, all teachers hired after that date that are contracted to work less than full time will be required to pay the pro-rata share of his/her health insurance premium commensurate with the

Article XVIII--Compensation and Insurance Programs (continued)

percentage of time for which the teacher does not work (e.g., 70% contract requires 30% payment of health insurance premium) or, at the teacher's option, receive the pro-rata share of the option to health insurance tax deferred annuity amount commensurate with the percentage of time the teacher works (e.g., 70% contract results in receipt of 70% of the option amount).

ARTICLE XIX

NEGOTIATIONS

- A. It is contemplated that matters subject to collective bargaining but not specifically covered by this Agreement but of common concern to the parties shall be considered in professional negotiations between them, upon mutual consent, from time to time during the period of this Agreement upon request by either party to the other. If such negotiations are agreed upon, then the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations between the parties for the purpose of entering into a successor agreement for the 1996-97 school year shall commence at least sixty (60) days prior to the expiration date of this Agreement.
- 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.
- D. As an exception to the above, due to its content, it is contemplated that certain portions of Appendix C-1 may need to be altered during the course of the school year. Thus, at the request of either party, Appendix C-1 may be reopened for negotiations purposes and if an alteration does result said alteration would not be subject to the ratification procedures.

ARTICLE XX

WAIVER

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

ARTICLE XXI

GENERAL PROVISIONS

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees or the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but may be renegotiated as provided for in Article XIX, Section A. All other provisions or applications shall continue in full force and effect.
- B. The Superintendent and/or his/her designee and other Board representatives shall periodically meet with the Association's Executive Committee, by mutual consent. The purpose of such meetings will be to discuss and review problems or concerns as they relate to the operation of the School District and improving the parties relationship. Five (5) school days prior to such meetings, the parties shall exchange in writing the topics they desire to be covered.
- C. The Board agrees to provide payroll deductions for those items requiring them as approved in writing by a teacher.
- D. 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.
- E. 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 probationary teacher, and one (1) administrator mutually agreed-to by the probationary teacher and the Superintendent. The committee will review the case and make a recommendation to the Board of Education. Such dismissal may also be later appealed to a committee of the Board of Education.

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

Article XXI--General Provisions (continued)

G. 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.

H. Driver Education. A full-time driver education instructor shall be defined as teaching three (3) out of four (4) driver education sessions.

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

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

J. Salary Schedule Change of Status Effective Dates. The effective date of advancement to a higher level on the salary schedule will correspond to the first, sixth, eleventh, and sixteenth pay-dates of the school year.

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

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

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

K. During the term of the Agreement, it is the intent of the Board of Education to offer to Birmingham teachers the first opportunity to apply for teaching positions in the driver education and summer school 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.

Article XXI--General Provisions (continued)

- L. The Board and the Association recognize their respective responsibilities to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonable accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. A specific plan of reasonable accommodation proposed by an effected employee and the Association will be considered by the employer. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.
- M. The per diem salary of a teacher shall be calculated by dividing the gross salary amount applicable to that teacher for a given school year by the number of week days (excluding Saturdays and Sundays) from the first teacher day to the last teacher day of the school year (method a.). This amount shall be used for all per diem salary purposes except when calculating the adjusted gross salary of a teacher for less than a full school year wherein the gross salary amount applicable to that teacher for a given school year will be divided by the total number of scheduled work days for that year to determine the amount of remuneration (method b.). Summer per diem shall be based upon the per diem salary of the preceding school year and will be calculated using method (a.) as described above.



ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994, and shall continue in full force and effect until 11:59 p.m., June 30, 1996 except that Article XVIII, Section E, Appendix A and Appendix B shall be renegotiated for the 1995-96 school year. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 1996, give written notice of termination.

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

BIRMINGHAM EDUCATION ASSOCIATION:

BIRMINGHAM BOARD OF EDUCATION:

By \_\_\_\_\_  
John M. Hackett  
President

By \_\_\_\_\_  
Malcolm Hay  
President

By \_\_\_\_\_  
Gerald E. Haymond  
Executive Director

By \_\_\_\_\_  
Geoffrey L. Hockman  
Secretary

Negotiating Committee:

By \_\_\_\_\_  
Dr. John W. Hoeffler  
Superintendent

By \_\_\_\_\_  
Joan L. Kastle

By \_\_\_\_\_  
E. R. Scales  
Director Personnel Relations

By \_\_\_\_\_  
Lynne May

By \_\_\_\_\_  
Dolores A. McClanahan

By \_\_\_\_\_  
Mary Ann Roggenbaum

By \_\_\_\_\_  
Paul Vanermen

APPENDIX A

1994-95 TEACHERS' SALARY SCHEDULE

Salary Step	Level I BA	Level II BA +15	Level III MA	Level IV MA + 15	Level V MA +30	Level VI PHD*
1	\$28,427	\$29,535	\$30,639	\$31,683	\$32,377	N/A
2	30,160	31,303	32,834	33,886	34,592	N/A
3	31,996	33,173	35,192	36,242	36,961	N/A
4	33,946	35,156	37,721	38,761	39,492	N/A
5	36,016	37,260	40,427	41,456	42,196	N/A
6	38,212	39,487	43,330	44,341	45,084	N/A
7	40,540	41,849	46,442	47,421	48,169	N/A
8	43,009	44,351	49,774	50,720	51,468	N/A
9	45,631	47,005	53,349	54,247	54,991	N/A
10	48,412	49,816	57,178	58,019	58,755	N/A
11	51,360	52,796	61,286	62,053	62,775	\$66,089

\*Applicable only to those teachers employed by the Birmingham Board of Education and being paid Level VI, Step 11 as of June 30, 1991.

APPENDIX B

1994-95 SUPPLEMENTAL PAY SCHEDULE

<u>EXPERIENCE</u>	<u>STEP</u>
0 Year	1
1 Year	2
2 Years	3
3 Years	4
4 Years	5
5 Years of More	6

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

1994-1995 SUPPLEMENTAL PAY SCHEDULE

COACHES GROUPING

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
I	High School Head Football High School Head Basketball	\$3,609	3,849	4,090	4,327	4,571	4,811
II	High School Head Swimming High School Head Wrestling High School Head Track High School Head Baseball High School Head Softball High School Head Volleyball High School Head Gymnastics High School Head Soccer High School Head Lacrosse High School Head Hockey	\$2,743	2,924	3,107	3,290	3,474	3,656
III	High School Head Ski High School Head Cross Country High School Head Tennis High School Head Golf High School Assistant Football High School Assistant Basketball High School Assistant Swimming High School Assistant Track High School Assistant Baseball High School Assistant Softball High School Assistant Soccer High School Assistant Volleyball High School Assistant Wrestling High School Assistant Lacrosse High School 9th Grade Football High School 9th Grade Basketball High School 9th Grade Volleyball High School 9th Grade Baseball High School 9th Grade Softball High School 9th Grade Soccer Middle School Head Football Middle School Swimming	\$2,021	2,156	2,290	2,425	2,560	2,695
IV	Middle School Volleyball Middle School Track Middle School 8th Grade Basketball Middle School 7th Grade Basketball Middle School Assistant Football	\$1,500	1,600	1,700	1,800	1,900	2,000

1994-1995 SUPPLEMENTAL PAY SCHEDULES (continued)

COACHES GROUPING

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
V	\$1,365	1,454	1,546	1,637	1,728	1,819
High School Water Polo						
High School Assistant Golf						
High School Assistant Tennis						
High School Assistant Ski						
Middle School Softball						
Middle School Soccer						
Middle School Wrestling						
Middle School 6th Grade Basketball						
Middle School 6th Grade Volleyball						
VI						
Intramurals* Per Week: \$166	176	188	199	210	220	
(includes bowling and synchronized swimming and Middle School skiing)						
Maximum pay per activity \$1,650 for Middle Schools only.						

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

ACTIVITIES GROUPING

A.	\$2,604	2,777	2,951	3,124	3,299	3,472
High School Debate Director						
High School Forensics Director						
High School Director for Musical						
B.	\$2,192	2,340	2,486	2,630	2,777	2,923
High School Vocal Music						
High School Vocal Director for Musical						
High School Asst. Debate Director						
High School Asst. Forensics Director						
Head Teacher						
C.	\$1,645	1,754	1,865	1,974	2,083	2,192
High School Symphony Band						
High School Symphony Orchestra						
High School Marching Band						
High School Yearbook (without class)						
High School Newspaper (without class)						
High School Student Government						
High School Senior Class Sponsor						
High School Vocal Ensembles						
Team Leader (Elementary Schools)						



1994-1995 SUPPLEMENTAL PAY SCHEDULE (continued)

ACTIVITIES GROUPING

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
D.	\$1,371	1,462	1,553	1,646	1,736	1,828
	High School Yearbook (with class) High School Newspaper (with class) High School Drama High School Activities Coordinator High School Junior Class Sponsor High School Orchestra Director for Musical Middle School Band Middle School Orchestra					
E.	\$1,096	1,168	1,242	1,315	1,398	1,462
	High School Cheerleaders (per season - max. 2 seasons) High School Choreographer for Musical High School 9th/10th Grade Drama (per production) High School Sophomore Class Sponsor High School Freshman Class Sponsor Middle School Vocal Music (with ensembles) Middle School All-School Drama/Musical Production Middle School Newspaper (without class) Middle School Memory Book (without class)					
F.	\$822	877	931	959	1,043	1,096
	High School Pom Pom (per season - max. 2 seasons) High School Stage Settings for Musical High School United Nations Club High School National Honor Society Sponsor Middle School Drama (with class) Middle School Newspaper (with class) Middle School Memory Book (with class) Middle School Student Government Middle School Vocal Music (without ensembles) Elementary Student Services International Club High School National Honor Society					
G.	\$685	731	777	822	868	913
	High School Club Sponsor and Activities High School Lighting and Sound for Musical					

1994-95 Supplemental Pay Schedule (continued)

ACTIVITIES GROUPING

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
H.	\$412	439	466	493	522	549
High School Jazz Band						
High School Drama Assistants						
Middle School School Club Sponsor						
Middle School Drama (per class, if production)						
Elementary All School Musical						
I.	\$398	417	443	469	495	522
Elementary Vocal Music						
Elementary Instrumental Music						

DRIVER EDUCATION

Step 1	\$ 16.24
Step 2	18.37
Step 3	21.18

\*All amounts expressed are in dollars.

APPENDIX C  
SCHOOL CALENDAR

Teachers will be provided with two "days-by-arrangement" to offset the two additional days for staff development/in-service that are being added to the calendar for the school year.

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

1. Each teacher who participates on the staff development/in-service days will have two "days-by-arrangement" that s/he may take during the school year on a "first come first serve basis."
2. Use of these days must be arranged through the office of the assistant superintendent for personnel. Because of the need to ensure continuity in the school year and to meet any need for substitute service, the assistant superintendent for personnel must approve these days and will establish the procedures to be followed and the number of teachers who may use a day-by arrangement on a given school day during the school year. The assistant superintendent for personnel will establish the procedures, in consultation with the BEA executive director. The days and times set aside for staff development/in-service, parent teacher conference days and the first week of school year shall be excluded from use as "days-by-arrangement."
3. These "days-by-arrangement" must be used during the then current school year and may not be carried forward into any succeeding school year.
4. "Days-by-arrangement" will be charged in full day increments.
5. It is understood that because this program is so new to the district many issues most probably will arise not anticipated in the above. Both parties have agreed that any and all concerns and/or questions that arise will be addressed in a timely and cooperative manner.

**APPENDIX C.a**  
**1994-95 CALENDAR**  
**BIRMINGHAM PUBLIC SCHOOLS**

Monday, August 29, 1994	Teachers report for Classroom Preparation
Tuesday, August 30, 1994	Students report--Half Day
Wednesday, August 31, 1994	Kindergarten Report
Monday, September 5, 1994	LABOR DAY--No School
Friday, October 28, 1994	Elementary, Middle and High School Records and Conference Prep Middle and High School Students Attend AM only Elementary Students--No School
Thursday and Friday, November 24 and 25, 1994	THANKSGIVING RECESS
Monday, November 28, 1994	Classes Resume
Friday, December 23, 1994	WINTER RECESS BEGINS AT NOON
Tuesday, January 3, 1995	Classes Resume
Monday, January 16, 1995	Martin Luther King Day--No School
Monday, January 23, 1995	End of First Semester--No School Elementary Records and Inservice Day Middle and High School Records Day
Friday, February 10, 1995	MIDWINTER RECESS BEGINS AT END OF DAY
Monday, February 20, 1995	Classes Resume
Wednesday, March 1, 1995	Middle and High School Conference Preparation and Inservice Day No School for Middle and High School Students
Friday, March 31, 1995	Middle and High School Records and Inservice Day No School for Students
Friday, April 7, 1995	Elementary Conference Preparation and Inservice Day No School for Elementary
Thursday, April 13, 1995	SPRING RECESS BEGINS AT CLOSE OF DAY
Monday, April 24, 1995	Classes Resume
Monday, May 29, 1995	MEMORIAL DAY NO SCHOOL
Friday, June 16, 1995	Final 1/2 day for Students--AM Only
Saturday, June 17, 1995	Final day for Teachers

**TEACHER DAYS--187**

**STUDENT DAYS--182**

**APPENDIX C-1.a**  
**1994-95 CALENDAR**  
**BIRMINGHAM PUBLIC SCHOOLS**

Monday, August 29, 1994	Teachers Report for Classroom Preparation
Tuesday, August 30, 1994	Students (1st-12th) Report--Half Day
Wednesday, August 31, 1994	Kindergarten Students Report
Monday, September 5, 1994	Labor Day--No School
Monday through Thursday, October 31 to November 3, 1994	<b>Morning Kindergarten</b> Conferences No School for AM Kindergarten Students
Friday, October 28, 1994	<b>Elementary, Middle and High School</b> Records and Conference Preparation--Middle and High School Students Attend AM Only. Elementary Students--No School
Monday and Wednesday, November 7 and 9, 1994	<b>Elementary</b> Afternoon (1-4 pm) and Evening (5-8 pm) Conferences Elementary Students Attend AM Only <b>High School</b> Evening Conferences (5-8 pm)
Tuesday, November 8, 1994	<b>Middle School</b> Afternoon (12:30-3:30 pm) And Evening (5-8 pm) Conferences Middle School Students Attend AM Only
Thursday, November 10, 1994	<b>Middle School</b> Evening (5-8 pm) Conferences
Monday and Tuesday November 21 and 22, 1994	Teacher Inservice--No School for Students
Wednesday, November 23, 1994	Conference Compensation Day--No School
Thursday and Friday November 24 and 25, 1994	THANKSGIVING RECESS
Monday, November 28, 1994	Classes Resume
Friday, December 23, 1994	WINTER RECESS BEGINS AT NOON
Tuesday, January 3, 1995	Classes Resume
Monday, January 16, 1995	Martin Luther King Day--No School
Tuesday through Friday, January 17 through 20, 1995	<b>High School</b> Final Exams High School Students Attend AM Only



Monday, January 23, 1995	End of First Semester--No School <b>Elementary</b> Records and Inservice Day <b>Middle and High School</b> Records Day MIDWINTER RECESS BEGINS AT END OF DAY
Friday, February 10, 1995	
Monday, February 20, 1995	Classes Resume
Wednesday, March 1, 1995	<b>Middle and High School</b> Conference Preparation and Inservice Day--No School for Middle and High School Students
Tuesday and Thursday, March 7 and 9, 1995	<b>Middle School</b> Evening Conferences (5-8 pm)
Wednesday and Thursday, March 8 and 9, 1995	<b>High School</b> Evening Conferences (5-8 pm)
Friday, March 10, 1995	<b>Middle and High School</b> Conference Compensation Day. No School for Middle and High School Students
Friday, March 31, 1995	<b>Middle and High School</b> Records and Inservice Day. No School for Students
Friday, April 7, 1995	<b>Elementary</b> Conference Preparation and Inservice Day. No School for Students
Thursday through Wednesday April 6, 10, 11, and 12, 1995	<b>Morning Kindergarten</b> Conferences No School for AM Kindergarten
Tuesday and Wednesday, April 11 and 12, 1995	<b>Elementary</b> afternoon (1-4 pm) and Evening (5-8 pm) Conferences - Elementary Students Attend AM Only
Thursday, April 13, 1995	<b>Elementary</b> Conference Compensation Day No School for Elementary Students
Thursday, April 13, 1995	SPRING VACATION BEGINS AT END OF DAY
Monday, April 24, 1995	Classes Resume
Monday, May 29, 1995	MEMORIAL DAY NO SCHOOL
Tuesday, May 30, 1995	<b>New Kindergarten</b> Student Visitation Day No School for AM Kindergarten Students
Tuesday through Friday June 13, 14, 15 and 16, 1995	<b>High School</b> Final Exams High School Students Attend AM Only
Friday, June 16, 1995	Final 1/2 Day for Students - AM Only
Saturday, June 17, 1995	Final Day for Teachers

**APPENDIX C.b**  
**1995-96 CALENDAR**  
**BIRMINGHAM PUBLIC SCHOOLS**

Monday, August 28, 1994	Teachers Report for Classroom Preparation
Tuesday, August 29, 1995	Students Report--Half Day
Wednesday, August 30, 1995	Kindergarten Students Report
Monday, September 4, 1995	LABOR DAY--No School
Friday, November 3, 1995	Elementary, Middle and High School Records and Conference Preparation Middle and High School Students Attend AM Only Elementary Students--No School
Thursday and Friday, November 23 and 24, 1995	THANKSGIVING RECESS
Monday, November 27, 1995	Classes Resume
Friday, December 22, 1995	WINTER RECESS BEGINS AT NOON
Tuesday, January 2, 1996	Classes Resume
Monday, January 15, 1996	Martin Luther King Day--No School
Monday, January 22, 1996	End of First Semester--No School Elementary Records and Inservice Day Middle and High School Records Day
Friday, February 9, 1996	MIDWINTER RECESS BEGINS AT END OF DAY
Monday, February 19, 1996	Classes Resume
Wednesday, March 6, 1996	Middle and High School Conference Preparation and Inservice Day No School for Middle and High School Students
Friday, March 29, 1996	Middle and High School Records and Inservice Day No School for Students
Friday, March 29, 1996	Elementary Conference Preparation and Inservice Day No School for Students
Thursday, April 4, 1996	SPRING VACATION BEGINS AT CLOSE OF DAY
Monday, April 15, 1996	Classes Resume
Monday, May 27, 1996	MEMORIAL DAY NO SCHOOL
Friday, June 14, 1996	Final 1/2 Day for Students--AM Only
Saturday, June 15, 1996	Final Day for Teachers

**TEACHER DAYS--187**

**STUDENT DAYS--182**

**APPENDIX C-1.b**  
**1995-96 CALENDAR**  
**BIRMINGHAM PUBLIC SCHOOLS**

Monday, August 28, 1995	Teachers Report for Classroom Preparation
Tuesday, August 29, 1995	Students (1st-12th) Report--AM Only
Wednesday, August 30, 1995	Kindergarten Students Report
Monday, September 4, 1995	Labor Day--No School
Monday through Thursday October 30 to November 2, 1995	<b>Morning Kindergarten</b> Conferences No School for AM Kindergarten Students
Friday, October 27, 1995	<b>Elementary, Middle and High School</b> Records and Conference Preparation--Middle and High School Students Attend AM Only. Elementary Students - No School
Monday and Wednesday, November 6 & 8, 1995	<b>Elementary</b> Afternoon (1-4 pm) & Evening (5-8 pm) Conferences--Elementary Students Attend AM Only <b>High School</b> Evening Conferences (5-8 pm)
Tuesday, November 7, 1995	<b>Middle School</b> Afternoon (12:30-3:30 pm) and Evening (5-8 pm) Conferences--Middle School Students attend AM only
Thursday, November 9, 1995	<b>Middle School</b> Evening (5-8 pm) Conferences
Monday and Tuesday November 20 and 21, 1995	Teacher Inservice - No School for Students
Wednesday, November 22, 1995	Conference Compensation Day - No School
Thursday and Friday, November 23 and 24, 1995	THANKSGIVING RECESS
Monday, November 27, 1995	Classes Resume
Friday, December 22, 1995	WINTER RECESS BEGINS AT NOON
Tuesday, January 2, 1996	Classes resume
Monday, January 15, 1996	Martin Luther King Day - No School
Tuesday thru Friday, January 16 through 19, 1996	<b>High School</b> Final Exams High School Students Attend AM Only

Monday, January 22, 1996	End of First Semester - No School <b>Elementary</b> Records and Inservice Day <b>Middle and High School</b> Records Day
Friday, February 9, 1996	MIDWINTER RECESS BEGINS AT END OF DAY
Monday, February 19, 1996	Classes Resume
Wednesday, March 6, 1996	<b>Middle and High School</b> Conference Preparation and Inservice Day - No School for Middle and High School Students
Tuesday and Thursday, March 12 and 14, 1996	<b>Middle School</b> Evening Conferences (5-8 pm)
Wednesday and Thursday, March 13 and 14, 1996	<b>High School</b> Evening Conferences (5-8 pm)
Friday, March 15, 1996	<b>Middle and High School</b> Conference Compensation Day - No School for Middle and High School
Friday, March 29, 1996	<b>Middle and High School</b> Records and Inservice Day. <b>Elementary</b> Conference Preparation and Inservice Day - No School
Thursday through Wednesday March 28 - April 1, 2, 3, 1996	<b>Morning Kindergarten</b> Conferences No School for AM Kindergarten
Monday and Tuesday, April 1 and 2, 1996	<b>Elementary</b> Afternoon (1-4 pm) and Evening (5-8 pm) Conferences - Elementary Students Attend AM Only
Thursday, April 4, 1996	<b>Elementary</b> Conference Compensation Day No School for Elementary Students SPRING VACATION BEGINS AT END OF DAY
Monday, April 15, 1996	Classes Resume
Monday, May 27, 1996	MEMORIAL DAY NO SCHOOL
TUESDAY, MAY 28, 1996	<b>New Kindergarten</b> Student Visitation Day No School for AM Kindergarten Students
Tuesday through Friday June 11, 12, 13 and 14, 1996	<b>High School</b> Final Exams High School Students Attend AM Only
Friday, June 14, 1996	Final 1/2 Day for Students - AM Only
Saturday, June 15, 1996	Final Day For Teachers

## APPENDIX D

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

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