Birmingham
PUBLIC SCHOOLS

Agreement

between the

Birmingham Public Schools
Board of Education

and the

Birmingham Association of Technology Operational Associates

Covering the contracts negotiated for the periods:

2025-2027

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AGREEMENT

This Agreement entered into this 9th_day of _September covering the period 2025-2027, by and between the BOARD OF EDUCATION OF THE BIRMINGHAM PUBLIC SCHOOLS, hereinafter called the "BOARD" or "DISTRICT" and the BIRMINGHAM ASSOCIATION OF TECHNOLOGY OPERATIONAL ASSOCIATES, hereinafter called the "ASSOCIATION" or "UNION" desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE 1:
RECOGNITION

A. The Board hereby recognizes the Birmingham Association of Technology Operational Associates (BATOA) as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the unit for bargaining for all technology operational associates employed by the Birmingham Public Schools working ten hours or more per week, but excluding supervisory and executive personnel, maintenance, and all other employees.

Substantive alterations in the working and employment conditions of any employee in the bargaining unit identified above will be negotiated with the BATOA or as otherwise permitted under applicable law prior to adoption or implementation by the Board

The term "Technology Operational Associate" or "TOA" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined. The Board agrees not to negotiate with any organizations other than the Association for the duration of this Agreement.

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

B. Membership in the Union is not compulsory. Employees have the right to join or not join the Union. Should the legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language.

ARTICLE 2:
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 Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

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

1. The executive management and administrative control of the school district;

2. The Board shall have the exclusive right, responsibility and authority to direct and manage all employees. This right includes, but is not limited to, the hiring, determining the work hours of, transferring, assigning and laying off of the employees. Such rights shall be implemented and exercised by the Board in recognition of the express written terms of this Agreement;

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 rules and regulations, as long as such rules and regulations are not contrary to this Agreement.

B. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act No. 379 and Public Act No. 112. Strikes shall also be defined to include mass absences, slowdowns, stoppages, sit-ins, picketing, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Birmingham Public Schools.

In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,

2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.

C. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.

D. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE 3:
PERSONNEL RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union 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 color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretarial/clerical personnel in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and of the United States; that it will not discriminate against any employee by reason of membership in the Union or non-membership, participation or lack of participation in any activities of the Union or collective negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages and any terms or conditions of employment. The Union likewise agrees that it will not intimidate or coerce any employee covered hereunder in the exercise of their rights set forth herein or under law.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, pursuant to the provisions provided by law.

C. The Union and its members shall have the right to use school building facilities for meetings at reasonable hours, outside of the working day. No technology associate shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards shall be made available to the Union in each work location.

D. **Information Requests**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information concerning the financial resources of the District and tentative budget, which have passed the discussion stage by the Board, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. Further, the Executive Director of the Association and the Board's Assistant Superintendent of Human Resources agree to exchange copies of all non-confidential research reports and other relative material dealing with collective bargaining which become available to them.

On a monthly basis, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

- First, middle and last name.
- Start date of employment in current bargaining unit.
- Building(s) assigned.
- Name of position(s) assigned with classification(s).
- Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of "extra runs", summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
- Employee identification number (if applicable).
- Work email address and personal email address.
- Home mailing address.
- Home and cell phone number.

Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail .

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than

five days shall be reported to the designated Association representatives via e-mail.

Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail.

E. Payroll Deduction

1. Authorization Form: It is understood payment and/or deduction of dues is not a condition of employment. A member of the Association or an employee who has applied for membership may authorize the payroll deduction of dues. A list of members who authorize dues deductions shall be provided to the District's payroll department to be processed.

2. Revocation: For the purposes of this Agreement, a signed authorization from an employee represents an ongoing commitment to automatic dues deduction and shall remain in effect from month-to-month and year-to-year until written notice of cancellation is provided to both the Michigan Education Association and Birmingham Public Schools' payroll department. Cancellation of dues deduction shall take effect within fourteen (14) workdays of the date written notice of cancellation is received.

3. Payroll Processing: The Employer shall process payroll deduction forms received from the Association on behalf members within 10 (ten) workdays of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

4. Deduction Each Pay Period: Pursuant to the bargaining unit members' authorization, the deduction of dues that be made in equal installments over a total of twenty (20) pay periods .

   Should the district err or be unable to process dues as described above, the district shall take the total dues owed by the bargaining unit member and evenly divide up the deduction over the remaining pay periods for the school year, excluding the summer months.

5. Payroll Change: If the payroll deduction amounts change within the course of any school year, the Association or the Employe shall provide a payroll change notice for any affected member to apply within 10 (ten) workdays of receipt to any remaining pays per the deduction schedule defined above.

6. Unpaid Leave: If an employee is placed on an unpaid leave, the District shall notify the Association in order to administer a change of authorization process.

7. Payment to MEA: Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within ten (10) workdays of when the payroll deductions took place.

8. Association Report: Accompanying the distribution of payments will be a report indicating the specific dues amounts attributable to each employee with the employee's name; and employee ID number. The Association will provide a proposed Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the first ten (10) days of the month for the prior month's distributions as an Excel attachment. The payments to the MEA shall follow the process determined by the MEA.

9. Legal Action: In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Letter, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
   a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
   b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
   c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

   The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any

liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the District's compliance.

F. **Union Release:** The Association shall be granted up to ten (10) days release time to conduct association business. If a substitute is required, the Association will reimburse the board for the pay of the substitute.

ARTICLE 4:
COMPENSATION

A. Compensation for the 2025-2026 and 2026-2027 school years

The rates of the hourly compensation of employees covered by this Agreement are set forth in Appendix A, that are attached hereto and made a part hereof. Such compensation shall remain in effect during the entire term of this agreement.

For the term of this Agreement, the Board shall assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.

B. **Overtime**

The District will comply with the mandatory record keeping and overtime laws as prescribed by the U.S. Department of Labor, Fair Labor Standards Act (FLSA) for all salaried employees. If the law permits, time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in one week and on Saturdays. Double the employee's regular hourly rate shall be paid for work on Sundays and holidays. This record-keeping may be done by either paper or electronic means. In accordance with federal law, all paid overtime shall be paid within the pay period.

C. **Direct Deposit:** Salary and other pay for employees will be paid and posted by direct deposit, with all payment vouchers provided online rather than through printed copies.

D. Longevity

TOA placement on a Longevity Step shall occur after completion of the requisite years of service in Birmingham Public Schools and shall be effective beginning July 1 following the achievement of the requisite years of service. For payment of longevity, years of service shall refer to the number of years permanently employed in the District in any capacity for the entire work year. Part-time employees are not prorated for years of service. An employee who resigns from the District and then is rehired loses their longevity status and must start over. An employee on paid leave or on layoff is not negatively affected by years of service.

Longevity	Amount/year
9 years of service	**$500**
12 years of service	**$1000**
15 years of service	**$1500**
18 years of service	**$2000**
21 years of service	**$2500**
24 or more years of service	**$3000**

E. **Pay Periods**

For the duration of this agreement, twenty-six (26) bi-weekly pay periods will be the default. TOAs may elect to be paid over twenty-two (22) pay periods. A TOA wishing to elect twenty-two pay periods must alert the Department of Human Resources by August 15 prior to the start of the current school year.

In years where there are more than two weeks between the last pay of a school year and the first pay of the subsequent school year the district will default to twenty-seven (27) bi-weekly pay periods.

ARTICLE 5:
NEGOTIATIONS PROCEDURES

A. Within sixty (60) calendar days prior to the termination of this Agreement, as provided for in Article 19 Duration of Agreement, the parties will commence negotiations on a successor agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of Birmingham Association of Technology Operational Associates (BATOA) membership voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

D. An employee engaged in collective bargaining with the Board during regular work hours will suffer no loss of regular straight time compensation.

ARTICLE 6:
ABSENCES AND LEAVES OF ABSENCE

A. General Guidelines

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

2. Each full-time 10-month technology associate will be provided the following days (less than full-time employees will be pro-rated): 12 PTO days, 3 Personal days. and 2 Religious Observance Days (if Religious Observance Days are unused, they do not roll over).

3. Employees hired after the start of the school year will be prorated to reflect the date of hire.

4. When a bargaining unit member is absent, the procedure will be as follows:
   a. Record absence in the district's Attendance Management Program

   b. The absent employee must notify the building administrator/supervisor of their absence

5. Any employee within the Agreement may be required to provide written evidence from a physician (MD or DO) or Chiropractic doctor as to the condition of the health of the employee after three (3) days PTO are utilized on consecutive working days.

6. PTO days may be granted by the supervisor for the day preceding or following holidays or vacations but only under the most unusual conditions will PTO be granted on the first and last days of the school year.

7. Personal excused absences, without payroll or sick leave deductions, may be authorized by Human Resources, for affairs related to community service.

8. Paid leaves of absence not chargeable against sick leave allowance shall be granted for:

   - Any administratively directed or suggested initial participation in the Employee Assistance program.
   - Any administratively required medical evaluation.
   - Any administrative directed leave pending an investigation.

9. Technology associates using PTO or donated days shall continue to be provided all District paid insurances.

B. Paid Time Off Days

1. **Ten-Month Employees** – All full-time ten-month employees shall be granted 12 PTO days a year.

2. At the beginning of each school year, employees will be credited with the full allotment of days as determined by the formulas. Employees leaving the District during the year will have proper adjustments made for PTO not actually earned unless they had accumulated days available.

3. Unused PTO days at the end of each school year will roll over and may accumulate to a total of one hundred eighty (180) days.

4. An employee shall not accumulate a PTO allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

5. PTO days may be taken in no less than one hour increments.

6. PTO can be used on a day an employee is scheduled or required to work.

7. Paid time off allotments shall be prorated based upon FTE status as well as the number of days worked during the applicable school year.

C. **Religious Observations**

Upon application, an employee will be granted up to two (2) days per school year for required religious observance. An employee who requests such time will identify the holiday(s) and provide their Supervisor with the dates to be taken sufficiently in advance of the holiday to allow the Supervisor to make any arrangements they may deem necessary to cover that employee's job responsibilities. Examples of acceptable religious holidays where school may be in session include, but are not limited to, Yom Kippur, Rosh Hashanah, Easter Monday, and Eid al-Fitr.

The two (2) days shall not be charged against the employee's PTO leave accumulation. Any days taken for additional religious observance will be deducted from the employee's PTO hours.

D. Personal Days

1. Each employee shall receive-three (3) Personal Days that they may take during the school year

2. Use of the day must be arranged through the supervisor. The two weeks before and the first week of school shall be excluded from use as a Personal Day. Notifications must be submitted at least three (3) school days in advance.

3. A Personal Day may be charged in a full-day or half-day increments.

B. Donation of Days

1. An employee may voluntarily donate up to two (2) PTO days to another employee who has exhausted their accumulated days. The donation shall be submitted to the Human Resources Department using the approved form. The form is attached as Exhibit E.
2. An employee may receive up to thirty (30) days.
3. An employee must have exhausted his/her available time prior to utilizing donated days.
4. Donated days may not be utilized for day-to-day illness unless related to a specific illness.

F. Worker-Related Injury Absences

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act (Workers' Compensation) shall receive, if the employee elects, from the Board the difference between the Workers' Disability payment prescribed by law and his/her regular bi-weekly gross earnings, to the extent and until such employee shall have used up any sick pay provided herein. The parties acknowledge that both short-term and long-term disability benefits are offset by workers' compensation benefits. Any employee who remains on workers' compensation leave for eight or more calendar days shall be given the option to use prorated leave time to make up the difference in workers' disability payment and their regular daily earnings for each day after the seventh day that they remain on workers' compensation leave. The District and employee shall discuss and determine preference before the eighth calendar day. For an employee who remains on workers' compensation leave for fifteen or more calendar days, any leave days used during the initial seven calendar days shall be returned to the employee.

G. Bereavement

1. Up to fifteen (15) days may be used for a death in the immediate family and/or member of the TOA's household. The first five (5) days are not deducted from any PTO bank. Any bereavement time used beyond the first five (5) days shall be deducted from available PTO days, comp time, vacation days (in that order), or go unpaid.

2. Immediate family shall consist of: spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner, and members of the household. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources.

3. Up to three (3) leave days for the death of a friend or relative not defined as an immediate family member. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any days used for this purpose will come from available PTO days, comp time, or vacation days.

4. To use bereavement days, a TOA should notify Human Resources or the building secretary of the number of days to be used, and those days will be entered into the system. If a TOA is unable to notify human resources in time, then the TOA should enter in illness days in the absence reporting system, and then they will later be converted to bereavement days as per allotment in this agreement.

H. Childcare Leave: A childcare leave of absence without pay of up to one (1) year shall be granted to an employee upon the written request for such leave. The employee may be required to present evidence of the reason for such leave.

I. Union Business Leave Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes an employee from employment with the Board shall be granted a leave of absence without pay for a period not to exceed one (1) year, subject to renewal, if necessary, at the end of the year. An employee's seniority shall accumulate during such leave of absence. The parties agree that a maximum of four (4) employees shall have the right to exercise this right at any one time. Such leaves shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.

J. Jury Duty Leave An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee received for such service and the amount of straight time earnings lost for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to regular duties with the Board.

Such compensation shall be payable only if the employee (1) gives the Board prior notice of such service, and (2) presents proper evidence as to the service performed and the fee received, excluding the expense allowance fee. An employee on jury duty shall continue to accumulate seniority, vacation and PTO days allowance eligibility. An employee shall also continue to have hospitalization and life insurance coverage, set forth in Article 13, continued during the time of jury duty service.

K. General Leave

1. A leave of absence without pay for up to a period of one (1) year duration may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.

2. If an employee granted a general leave of absence of ninety (90) calendar days is replaced, it will be on a temporary basis.

3. If an employee granted a general leave of absence in excess of ninety (90) calendar days is replaced, it shall be on a permanent basis. An employee, when returning from such a leave shall be employed in a classification in the same level as permanently assigned to when the leave commenced.

4. Seniority shall accumulate during a leave under this section up to a maximum of ninety (90) calendar days.

5. **Return from General Leave**
An employee granted a general leave of absence, as provided in Article 6, Section H-2, shall be returned to the number of work hours the employee was working at the time the leave commenced except that in the event of the elimination of the previous position, or reduction in hours in the previous position, the employee shall be

returned to a position and hours appropriate for their seniority, ability and current hours of the position at the time their general leave expires.

L. Emergency Leave

An emergency leave without pay may be granted for up to five (5) workdays. The duration of the emergency leave may be increased following the Board's receipt of a written request containing the employee's reasons to extend the emergency leave. If practicable, an emergency leave may commence on the day it is applied for.

M. Sick Leave of Absence

After acquiring seniority, an employee will be granted a leave of absence for illness for up to one hundred eighty (180) workdays, concurrent with the employee's sick leave allowance days. Two (2) renewals of ninety (90) days each may be granted upon the advice of the doctor. An employee during the first ninety (90) days of sick leave without pay shall continue to accumulate seniority, vacation, and sick leave days allowance eligibility

N. Leave Procedures.

An employee shall, other than for an emergency leave, apply for a leave of absence in writing and through the immediate supervisor as soon as possible, but not less than thirty (30) workdays in advance of its requested starting date.

A leave of absence application will be processed promptly so that the Board's written decision on it may be rendered by at least five (5) workdays prior to the requested leave starting date. If circumstances preclude the Board from rendering a decision on the leave by this time, the employee will be notified and kept informed of the status of the leave application. If requested, the reason(s) for denying leave will be given to the employee in writing.

O. Return from Leave

1. Medical Leave: When a TOA returns from an approved sick leave, they shall be placed in their former position or a similar position and maintain the same or commensurate salary step and benefit level that they were at when they were placed on leave.

2. General Leave: When a TOA returns from an approved general leave of absence, as provided in Section K of this Article, , the employee shall be returned to their previous position or a position for which they are qualified to perform, if available

3. Other Types of Leave: When a TOA returns from an approved leave that is not a medical or general leave, they shall be returned to the number of work hours the employee was working at the time the leave commenced except that in the event of the elimination of the previous position, or reduction in hours in the previous position, the employee shall be returned to a position and hours appropriate for their seniority, qualifications, and current hours of the position at the time their leave expires.

P. It is agreed by the parties that an employee on a leave of absence shall be subject to the operation of Article 10, Sections D and E regarding Layoff and Recall.

ARTICLE 7:
SEVERANCE PAY

A. Technology Associates meeting the criteria set forth in this paragraph will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness from the Birmingham Public School District. To qualify for severance pay, the employee must have been employed for a minimum of fifteen (15) consecutive years with the Birmingham Public Schools and must have applied for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive the amounts set forth in Paragraph C. In the event of death, the terminal pay will be paid to the beneficiary of the employee's estate.

B. Leaves of absence will not count as credit towards the minimum fifteen (15) years of employment; however, they may be counted once the 15 years have been achieved. Retirement shall be defined as the discontinuance of employment from the Birmingham Public School District, and upon confirmation of the application for retirement benefits from the Michigan Public School Employees' Retirement Fund.

C. Severance Pay

Years of Service	Amount of Severance Pay
15	$1,500
16	$1,600
17	$1,700
18	$1,800
19	$1,900
20	$2,000
21	$2,150
22	$2,300
23	$2,450
24	$2,600
25	$2,750
26	$2,900
27	$3,050
28	$3,200
29	$3,350
30	$3,500

D. Upon retirement, the employee must take the initiative to notify the Assistant Superintendent for Human Resources if they are eligible for the retirement severance pay.

The District shall check the official school records to determine if the employee is eligible. The employee who shall receive the terminal pay funds through a 403b account.

E. **Pay for Unused PTO Days**

Each employee with a minimum of five (5) years' service in the district and a minimum of thirty (30) accumulated PTO days shall, upon voluntary resignation or retirement from the district, receive payment of forty dollars ($40) for each accumulated day up to the maximum allowable accumulation of one hundred and eighty (180) days.

ARTICLE 8:
JUST CAUSE DISCIPLINE

A. **Discipline Procedure**: Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. The term "discipline" as used in this Agreement includes Department of Human Resources issued written warnings, reprimands; suspensions with or without pay, or other actions of a disciplinary nature.

The specific grounds for disciplinary action will be presented to the employee and the Association no later than the time discipline is imposed. The employee or the Association may request the issuance of discipline be done in person. The employee or the Association may inquire as to the rationale for the level of progressive discipline issued.

B. **Just Cause Standard**: Just cause shall be determined based on the totality of the circumstances, which includes fair notice, due process, consistent application, substantial evidence, equal treatment, and mitigating and extenuating circumstances

1. Written Warning
2. Written Reprimand
3. One-day suspension without pay
4. Further suspensions without pay
5. Termination

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize the severity of an offense may provide just cause for the acceleration of the above progression of discipline up to and including termination.

The appropriate level of discipline shall be at the sole discretion of the Administration.

Nothing in this section of the agreement shall be intended to limit the district's ability to provide coaching and counseling to any employee in areas deemed necessary by the Administration.

D. **Grievance Procedure.** Disciplinary action shall be subject to the grievance procedure set forth in Article 11.

E. **Representation**: Employees shall at all times be entitled to have present a representative of the Association when they are being disciplined. The district shall inform the Association when an employee is subject to a meeting that may result in disciplinary actions. When a request for such representation is made, no action shall be taken ~~with respect to the employee~~ until such representative of the Association is present. If the district believes it is necessary to continue an investigation or that the employee poses a risk to students or staff, then the district has the authority to put them on paid administrative leave.

E. **Evaluation**: In the event a TOA is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.

G. **Personnel Files**

1. Verbal Warnings: Verbal warnings and memorandums of record are considered non-disciplinary and will not be included in an employee's personnel file.

2. TOA Review of File: A TOA shall have the right to review the contents of all records placed in their personnel file and to have a representative of the Association accompany them in such a review.

3. Other Review: Other examination of a TOA's personnel file shall be limited to qualified supervisory personnel and human resources staff. The exception would be if an Association representative reviews such files when necessary for contract administration purposes or to provide the bargaining unit employee representation in other administrative or legal proceedings.

4. Contents: Each ~~employee's~~ personnel file shall contain but shall not be limited to the following:
   a. All Original application materials
   b. Letter of offer of position or contract
   c. All employee evaluation reports.
   d. Employee Credentials
   e. College placement material, including official transcripts.
   f. Copies of official personnel action.
   g. Letters of commendation.
   h. Other materials mutually agreed-upon.

5. Copies and Notification: TOAs shall receive copies of all materials 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.

6. Memorandum of Record: A Memorandum of Record (MoR) is a non-disciplinary verbal or written communication from a building administrator or supervisor. Such a record, if written, shall be kept by the building administration or supervisor. If there are no further incidents of the same or similar nature and upon request of the member or the Association, the MoR may be expunged from the principal's file after two years.

7. Exclusions: No coaching and counseling documentation, verbal warnings, documented or not, or Memorandums of Record (MoR) shall be contained in a TOA's Personnel File. A copy of any such documentation shall be provided to the TOA.

8. Expungement: A TOA or the Association may request to expunge discipline or complaints contained in the employee's personnel file. When this request is made, expungement shall be given strong consideration for discipline below the level of "further suspensions without pay." If the district denies the request, it must provide a written explanation as to the reason. Expungement decisions are at the discretion of the District.

9. Leaving Employment:-Upon request of the employee or the Association, a written record of discipline may be removed from the employee's personnel file when they leave the District.

10. Complaints: If the District investigates a complaint against a TOA, the TOA will be notified. Once the investigation is concluded, only substantiated material may be placed in an employee ~~'s~~ personnel file, and only after the employee has had an opportunity to review the material.

    Complaints shall not be usable for the purposes of annual performance evaluations unless the complaint is substantiated. Unsubstantiated complaints may not be used as any basis for disciplinary action nor as a part of any additional ongoing incidents of a substantially related nature. No complaints in the file may be used as a part of any additional ongoing incidents of an unrelated nature.

11. Employee Response: The employee may submit a response regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the disciplinary record or other material is released to a third party, the attached response shall also be released with it at the discretion of the TOA

    When disciplinary-related material is to be placed in an employee's file, the affected employee shall be offered an opportunity to review and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

12. Incorrect Information: If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the employee or the Association can request the material be corrected or expunged from the file if appropriate. This is subject to the grievance process

ARTICLE 9:
PROBATIONARY PERIOD

Newly hired employees during the term of this Agreement shall be on probation for the first ninety (90) calendar days. The Board may extend the probationary period for justifiable reasons for an additional thirty (30) workdays. The Board shall notify the Association of any such extension.

The Union agrees that the Board shall have the unconditional right to terminate a probationary employee, and Article 11, Grievance Procedure and Arbitration, shall not be implemented in such instances.

ARTICLE 10:
ASSIGNMENT, SENIORITY, LAYOFF, RECALL, AND TRANSFER

A. Staffing

1. Annual Assignments:
   - Before the end of the school year, TOAs shall be provided an assignment preference sheet to indicate their preferred assignment for the following school year.

   - TOAs assignments shall be building-based. Each year, the district shall strive to assign the TOA to the same building they worked the previous year unless there is a request for a voluntary transfer or a significant need for staffing realignment. The Supervisor shall provide assignments before the end of the preceding school year for all TOAs unless there is a vacancy and the TOA has requested a transfer.

2. Involuntary Assignments:
   - **Before the Beginning of the School Year:** Involuntary assignments of this nature shall be limited. If necessary, the District shall first meet with the TOA and the Association to share its rationale. The District shall strongly consider the employee's preference before making the assignment.

   - **During the School Year:**-Reassignments during the school year shall be limited and will include discussion between the TOA, Association, and Supervisor, and take into consideration the employee's preference. Any reassignments shall not result in a reduction of work hours. This transfer should only be temporary until the position can be filled permanently, and then at that time, the employee shall be transferred back to their original position.

B. **Seniority**: An employee shall acquire seniority after completing the probationary period. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed and reported from the bargaining unit employee's first day of work since the most recent date of hire.

Seniority shall be lost, and an employee shall be removed from the seniority list for the following reasons:
- If an employee quits or retires.
- If an employee is discharged.
- If an employee is laid off for two (2) years.

C. List: The Board will provide the Association a seniority list annually by October 1st The list shall contain each employee's name, seniority date, and location.

D. Layoff:

1. Procedure: In the event of a layoff, persons working on a temporary or seasonal basis will be terminated. Next to be terminated will be probationary employees if the number of qualified replacements for them, determined to be required by the Board, are available from among the remaining seniority employees in the workforce.

   The following criteria will be applied for the remaining TOAs to determine layoffs, and the remaining staff will be reassigned as determined by the administration.

   Criteria for consideration
   - Most recent evaluation
   - Discipline records in personnel file within the previous two school years.

- Seniority

2. Meet With Association: The employer will meet with the Association representative at the time of such eliminations are formally announced to discuss the layoff and recall process and to ensure it adheres to the agreed-upon parameters.

3. Accrual: Seniority shall accrue during a layoff to a maximum of two (2) additional years. Such seniority, however, shall be applicable only for purposes of layoff and recall and shall not be applicable to or be the basis of increasing the affected employee's eligibility for any employee benefits provided for elsewhere in this Agreement. An employee's eligibility for and the right to such benefits shall be suspended at the time an employee is laid off out of the workforce, except as provided in Article 13, Section B.

4. Notice: The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off out of the work force two (2) weeks' notice of such layoff, at which time the employee will provide Human Resources with a current personal email address for the purposes of potential recall

   In the event of temporary layoffs due to conditions or occurrences not initiated or controlled by the Board, an employee may be laid off without regard to seniority for a period of ten (10) workdays.

   Should there be a significant reduction in programming that requires layoffs, employees shall be provided a 30 calendar day notice.

F. **Recall**

Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the assignment to which they are recalled. The right of recall shall exist for two years after the layoff. For purposes of recall, administration will consider the factors outlined above to determine the order of staff recall. Notice of recall shall be sent to the employee via personal cell phone number and personal email. Once contact is made via email and phone call with the employee to be recalled, the employee will receive a confirmation of the offer and will have **72** hours to respond, or 48 hours if within 30 days of the school year commencing.

Each employee on the recall list is responsible for keeping the Employer advised in writing of any changes concerning the employee's personal cell phone number or personal email address.

F. Vacancies and Transfers

1. Posting Vacancies**:**

a. Before posting a position covered under this contract, the district shall share the posting with the Association for its review.

b. The Board will electronically notify all employees actively at work of a permanent vacancy or opening that exists in any assignment covered by this Agreement by posting the vacancy for five (5) consecutive workdays. An employee interested in the vacancy or voluntary transfer shall send a communication of interest to the Human Resources Department.

c. A subsequent and permanent vacancy or opening that may result by virtue of the original posting being filled internally shall also be posted. The district is permitted to fill the position through its normal procedures, abiding by the transfer protections in this Agreement.

2. Awarding Vacancies and Voluntary Transfers:

a. Awarding of a vacancy or voluntary transfer may be made with supervisor approval, if the requesting employee has a satisfactory most recent evaluation and no discipline record.

b. No internal voluntary transfer shall be made by an employee not actively employed at the time of the posting, except for an employee who is laid off or an employee scheduled to return from a leave of absence granted pursuant to Article 14.

c. Two or More Requests for the Same Vacancy: Each internal candidate applying for the same position shall be provided an interview. An unsuccessful internal candidate may request from the selecting administrator a written statement delineating the reasons for the denial based on an analysis of the criteria in the posting.

3. Unfilled Vacancy: If a permanent vacancy or opening is not filled by the voluntary transfer or vacancy procedure set forth above, the Board shall have the right to hire a temporary employee or recall a former employee having the same qualifications, ability, previous training, and experience as required of the original applicants for assignment to the permanent vacancy or opening.

4. Training: An employee who is awarded a vacancy shall be provided necessary and relevant training as determined by the supervisor in order to perform all duties and responsibilities of the awarded position.

5. Notification: The Association will be given a written notice of each vacancy and a written notice of the awardee. If a new employee is hired to fill the vacancy or opening, this information will also be given to the Association.

6. Board Right: The parties agree that final decisions on the assignment, retention, and/or recall of an employee, in accordance with the above parameters, shall be the right and responsibility of the Board.

7. Transfer Out of Bargaining Unit. An employee who is transferred to a position outside of the bargaining unit with the Board shall retain seniority for a period of one (1) year from the time of transfer. If during the one (1) year period the employee is transferred back to the bargaining unit, the employee shall return to any posted vacancy that exists for the employee is qualified to perform.

ARTICLE 11:
GRIEVANCE PROCEDURE AND ARBITRATION

A. Process

The parties hereby agree to and adopt the following method and process for resolving all matters of dispute, problems, or differences that may arise during the term and based on the application or interpretation of the express written terms of this Agreement, except as otherwise provided below and elsewhere.

It is agreed that Article 11 shall not be applicable to or be utilized to question, protest, or influence any of the following:

1. Any Board decision or action based on Article 11 of this Agreement;

2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;

3. Where the Board is without authority to take the action sought or legally it cannot act;

4. The termination or failure to re-employ any probationary employee.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment.

B. Procedure

Step One

An employee or one (1) member of a group of employees may file a grievance with the immediate supervisor or appropriate Board representative within the ten (10) days immediately following the event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the ten (10) workdays immediately following submission of the grievance. During this meeting, all the known facts and the Agreement's written term(s) claimed to have been violated will be stated. The disposition of the grievance will be issued within ten (10) workdays of the immediately following the Step One meeting.

If the Step One grievance is reduced to writing, it shall be delivered within the day immediately following the Step One meeting. The Step One written disposition will be issued within the next ten (10) workdays.

The written Step One grievance shall contain the aggrieved employee's signature, all the related facts, and the Agreement's written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it.

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the Assistant Superintendent for Human Resources or his/her designee as provided for above in Step One. The submission of the Step Two grievance shall be within the ten (10) workdays immediately following the issuance of the written Step One disposition. A meeting shall be held within the ten (10) workdays immediately following submission of the grievance. The Step Three disposition of the grievance will be issued in writing within the ten (10) workdays immediately following the Step Two meeting.

Step Three - Arbitration

If the grievance is still unsettled, the Association may, within ten (10) working days after the Step Two answer and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, the party seeking arbitration will make a request for a list of arbitrators to the American Arbitration Association.

The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of

an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth the findings of facts, reasoning and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement and the arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Union and the grievant, provided that the arbitrator shall not substitute his/her judgment for that of the Board or of the Union.

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

C. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance that arose prior to the effective date of this Agreement shall not be processed.

If no Agreement between the parties exists and an employee is severely disciplined, i.e., received a disciplinary layoff in excess of ten (10) workdays or is discharged, the employee may appeal the discipline or discharge first to the Assistant Superintendent for Human Resources, next to the Superintendent or designee and finally to the Board of Education, itself. Thereafter the Association may exercise its rights pursuant to Step 3 and file for arbitration

D. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn. Failure to render a disposition within the time provided shall be the basis of the grievance proceeding to the next step.

E. The term "days" when used in Section B above shall mean all workdays (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limits' dates set forth in Section B above. Days during the month of July, however, will not count towards any time limit dates.

F. An employee's grievance may be withdrawn at any step, but that same grievance shall not be filed a second time.

G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance procedure.

H. The grievant may be present at any and all grievance hearings

I. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any employee or the Board.

J. Union Representation. For purposes of the grievance procedure, employees shall be represented by the Association as determined by its president. Union Representatives shall include the Executive Director of the Association. .

K. Investigation and processing of grievances shall be allowed during working hours as long as it does not interfere with or interrupt the performance of the duties of any employee covered by this Agreement. A rep or the Union President must receive prior permission of the immediate supervisor prior to utilizing time during the working day to investigate or process a grievance. Such permission shall not be unreasonably withheld and will be granted within twenty-four (24) hours of the request. Abuses of this privilege by a rep shall be the basis of a reprimand. The Union agrees it shall replace a representative who receives two (2) such reprimands.

ARTICLE 12:
WORK SCHEDULES AND JOB RESPONSIBILITIES

A. Yearly Work Calendar

TOAs should be scheduled to work according to the District calendar, which would also include two weeks before the start of the student school year and one week after the end of the school year. The total number of workdays per year should be no more than 200 days, which includes starting two weeks before students and ending one week after students end. For example, for the 2025-26 school year, the start date will be August 18th and the end date will be June 18th, pending no changes in the current district calendar. The remaining "Flex Days," when students and staff are not in school, shall be mutually agreed upon between the TOA member and the supervisor. For the 2025-26 school year, there are nine (9) Flex Days.

In addition to the "Flex Days," the supervisor has the discretion to request or schedule outside the yearly calendar, including the summer and breaks. Working over the summer months or over breaks shall be optional and be paid their regular hourly rate.

B. Daily Work Schedule

Full-time and permanent employees' daily work hours will typically be aligned with the level of buildings they service. Schedules can be flexed by mutual agreement of the supervisor and employee, on a 7.2 hours per day, thirty-six (36) hours per week basis. However, an employee's daily starting or ending work time may be different. Each employee shall normally receive a daily 40-minute, duty-free lunch period, the time of which shall be determined by the employee's supervisor. For example, a typical shift would be from 7:30–3:30 or 8:00– 4:00.

C. New Job Responsibilities

Additional or new equipment, technology, or job responsibilities that may have a major or significant effect on the working conditions shall be shared and discussed with the-Association and affected employees either before the upcoming school year or before implementation. The Administration shall take into consideration the employee's or the Association's suggestions regarding implementation of the new responsibilities.

Necessary training shall be provided before implementation. Any employee whose present job is directly influenced and involved with such changes reasonable time to qualify for such new responsibilities , equipment, or new technology.

Any new jobs that may be created by such changes shall be posted as provided for in Article 10, Section E.

D. New Position

In the event a TOA acquires a new position and training is necessary to perform the functions of the job responsibilities, technology, or equipment, the employee will be provided necessary and relevant training by their TOA mentor. Additional work hours for the TOA and their mentor should be negotiated and provided for this training.

E. Workload

Before the start of the school year for students, the TOA and building supervisor shall meet to determine the workload and/or job responsibilities to be expected for that coming year. The workload and job responsibilities should reasonably be expected to be completed within a thirty-six-hour work week. If additional job responsibilities are assigned from the previous year, the TOA and supervisor should discuss the reasonable expectations of the position and determine an order of priority relating to the completion of any assigned tasks.

ARTICLE 13:
INSURANCE BENEFITS PROGRAMS

A. **Insurance Program Provisions**

The Board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and their eligible dependents pursuant to the following provisions:

1. Pursuant to the Publicly Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" for the following plan year. The employee shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any, by pre-tax payroll deduction. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to TOA's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, employees may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the FSA or HSA shall be made in the first pay period following January 1 each school year.

2. The District shall hold its regularly scheduled Open Enrollment period on insurances available to employees

3. The District will provide each eligible employee with a copy of the District's summary of plan descriptions which gives details of the benefits available under each plan.

4. Employees electing to forgo health benefits from the District will receive $2,400 cash in lieu of the health benefit. The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District. Payments will be made over 20 pays.

5. For the term of this Agreement employees selecting vision and/or dental coverage will pay 10% of the premium. All employees shall pay 10% of the premium for Long Term Disability Coverage.

B. **Medical Coverage**

1. For the duration of this agreement, the following health benefit option shall be offered to eligible employees and an employee may choose health benefits from the following
   - MESSA Choices with the $1000/$2000 deductible and the $20/$25/$50 office visit rider and the Saver Rx prescription rider; and
   - MESSA Choices with the $1000/$2000 deductible with the 5-Tier RX prescription rider; and
   - MESSA ABC 2 Plan with a $2.000/$4,000 deductible, with the ABC RX prescription rider and
   - MESSA ABC 2 Plan with a $2,000/$4,000 deductible and the 5-Tier RX prescription rider

   The available plans have an option for a federally recognized high deductible plan and provide for the establishment of a H.S.A. Employees selecting the Choices program may participate in a Flexible Spending Account plan. Employees selecting the ABC Plan may participate in a Health Savings Account.

2. The Board will publish plan documents which gives details of the benefits available on the district's website.

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

Health Committee: If either the District or the Association makes a request, then the parties shall form and participate in an insurance committee to review health and other insurances issues at least two months prior to Open Enrollment for the next plan year. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar

days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract or other matters relating to insurance.
Beginning with the effective date of this Agreement through December 2028 the hard cap will be paid by the Board towards insurance costs for all plan years. Any balance owing for premiums after the hard cap is applied shall be paid by the employee in 20 equal contributions. Any balance left over from the hard cap after the payment of the premium will be contributed by the Board to the employee's HSA or FSA. This formula will be applied to the 2026, 2027, and 2028 plan years (January 1 - December 31) of each year.

C. New Employees

Coverage for new employees shall become effective immediately upon hire.

D. Spouses

In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in 14, A.1., above, and the other shall choose this cash in lieu option. This section, above, 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 this Agreement.

E. Life Insurance

Upon application by a permanent and full-time employee, the Board shall provide group term life insurance coverage in the amount of $45,000, $5,000 of which shall be through MESSA. Life insurance shall include accidental death and dismemberment.

F. Continuation of Health Coverage

An employee who is on a leave of absence in accordance with Article 6 or who is laid off in accordance with Article 10 shall continue to have the Board provide the insurance coverages outlined in Section A above for the first three months immediately following the month the leave of absence, or layoff becomes effective and after, subject to the approval of the insurance carriers. Such an employee on a leave of absence or who is laid off who elects to have these coverages continued during the following nine (9) months or until the termination of the layoff or leave of absence, whichever occurs sooner, shall pay directly to the Board the total and current monthly premium for the insurance coverages continued for the employee on this basis.

The three (3) months of extended health insurance provided under this provision will not be applicable to employees on leave pursuant to Article 6 (F), Union Business, and (H), General Leave, of a month or more in length.

G. Coverage Proration

The coverage outlined in Sections A and B above shall apply to all permanent employees.

30 hours or more a week: All employees whose regular work week is thirty hours or more may elect to take District-provided health insurance, where the Board will pay the full hard cap amount for each employee.

20-29 hours a week: All employees whose regular work week is between twenty (20) and twenty-nine (29) hours, who elect District-provided health insurance, shall pay 1/4 of the monthly premiums for insurance.

Less than 20 hours a week: Employees scheduled to work nineteen (19) hours or less per week and elect to take District-provided health insurance shall pay one-half (50%) of the monthly premium for insurance.

H. Dental Insurance

1. Level of Benefits: The Board shall provide all eligible permanent and full time employees, i.e., those employees who have acquired seniority and who are regularly scheduled to work a minimum of twenty-five straight time hours per week, dental insurance coverage (100%, 80%, 80%, 80% and maximum annual coverage $1,000 per person) as specified and limited according tothe following description:

   - **Class I:** 100% of customary and reasonable fees. Oral Exam, Prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
   - **Class II**: 80% of customary and reasonable fees. Radiographs, restorative, gold crowns, jackets, oral

surgery, endodontic, Periodontic.

- **Class III**: 80% of customary and reasonable fees
  Construction and Replacement of Dentures and Bridges: Gold: Inlay or onlay, gold fill, gold crowns.
- **Class IV**: 80% of customary and reasonable fees. Orthodontics: $1,000 lifetime maximum per eligible dependent to age 19 years old.

2. Provisions: The Board shall pay the monthly premium obligation for each covered employee and it is agreed that this is the Board's only obligation under this provision. Any differences or problems that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article 6 of the Agreement shall not be operative with reference to the resolution of any such differences or problems.

   - An employee 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.
   - An employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.
   - An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.
   - After a new employee satisfactorily completes ninety (90) calendar days of service, the employee will, if otherwise eligible for this coverage, as provided above, have this coverage implemented on the first day of the calendar month immediately following the completion of ninety (90) calendar days of service.
   - Subject to all of the foregoing provisions, a permanent employee who has acquired ninety (90) calendar days of service and who is regularly scheduled to t at least a minimum of four (4) straight time hours per day and twenty (20) straight time hours per week, shall be eligible for this coverage by paying 20% (1/5) of the appropriate Monthly premium for this coverage.

I. Disability Plans

1. Short-Term Disability Plan. The Employer shall provide each employee the option of purchasing, at his/her own expense, short-term disability insurance through MESSA.

2. Long-Term Disability Plan. The Board shall provide Long-term disability insurance through MESSA for all eligible, permanent and full-time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per workday and thirty (30) hours per work week.

   The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide 66-2/3 percent of the employee's straight time monthly earnings in effect at the time becoming totally disabled, up to a maximum of **$3,000** per month, commencing 180 days after the date the employee becomes totally disabled and continues until the employee is able to return to work, or expires, whichever occurs soonest. For employees with one (1) year of service with the district and found eligible for long term disability benefits, the district shall provide up to one (1) year of health insurance benefits to the employee, spouse and family without cost to the employee except for any shortage that would be payable resulting from a shortage in the amounts available under the Hard Cap.

   The employee's straight time monthly earnings shall be computed by dividing regular straight time annual earnings by twelve (12) months. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration an employee is eligible for and/or receives from the Board, the Michigan Public Schools Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Board sponsored pension and insurance benefits plans.

   The Union agrees an employee's coverage will terminate effective on the date of retirement, resignation, termination, layoff, or leave of absence for any reason becomes effective. The carrier and an employee and/or the Union shall resolve any problems or differences that may arise between them and Article 6 of the Agreement shall not be operative with reference to the resolution of such problems or differences.

J. Vision Care Program

For those who choose the traditional plan, the district will continue to offer vision insurance, which includes an annual eye examination and an annual pair of frames and lenses or contacts. Employees who choose vision only will continue to receive benefits.

K. Board Obligations and Liability

The Board, by the payment of the premium for the insurance coverage provided herein, totally satisfies and limits any and all the obligations it has, as set forth herein. It is also agreed a disagreement, dispute, or difference of opinion that may arise on benefits, coverage, eligibility, etc., shall not be the subject of a grievance or form the basis of any other similar action by the employee against the Board or the Union.

The Board, by payment of the premium payments required to provide the insurance coverage and the proper discharge of all other obligations set forth in Article 13, Insurance Programs, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be as set forth in the insurance carriers' policies, contracts with the Board and their rulesand regulations.

The failure of an insurance carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Union, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

ARTICLE 14:
SEVERABILITY

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the constitutions, statutes, legal opinions, ordinances and governmental regulations of the United States, the State of Michigan and Oakland County. If any court of competent jurisdiction, governmental administrative agency, the Attorney General, or any other authority holds, interprets, or rules that any written terms included in this Agreement or the application, implementation, or presence of such written term is unconstitutional, illegal, invalid, or that it violates, contradicts, or operates contrary to the intent of any federal, state, or county law, ordinance, regulation and/or legal opinion, the Agreement's written term so affected shall become null and void. Either party may demand to bargain over the consequences of such a circumstance. Such determination shall not invalidate the remaining written terms of this Agreement.

ARTICLE 15:
ENTIRE AGREEMENT

This Agreement supersedes any previous agreements, based on alleged past practices, between the Board and Union and constitutes the entire agreement between the parties.

ARTICLE 16:
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board, for the life of this Agreement, unless by mutual agreement, shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE 17:
MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms and conditions of employment of Technology Operational Associates shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. **Copies of Agreement**

Within thirty (30) days following the ratification and execution of this Agreement, The Board will provide the Association ten (10) paper copies. The Agreement will be posted and made electronically available on the District's website

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.

D. The Board, the Union and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sexual identity, gender, marital status, or membership and participation or non-membership or nonparticipation in any organization.

E. Reimbursement

1. Mileage: The Board shall reimburse an employee, who is authorized and required to drive their personal car in the course of performing work, at the mileage rate consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.

2. Property: The Board will reimburse an employee for any loss, damage, or destruction of occupationally appropriate and required clothing or personal property while fulfilling the duties and assignments, which exceeds ten dollars ($10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee 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 employee requesting reimbursement under this section.

F. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.

G. **Staff Issues and Concerns**

Members should discuss issues with their immediate supervisor. If the issue cannot be easily resolved, the supervisor will gather information and staff input in order to resolve the issue. Members have the right to have a concern or issue considered, investigated, and responded to or acted upon. A member may elect to have a union representative assist with resolving the issue or concern.

H. **Labor-Management Council (LMC)**

The parties agree to the establishment of a Labor-Management Council. The purpose of the LMC is to discuss, review, and resolve problems or concerns regarding the implementation and maintenance of the Collective Bargaining Agreement and to maintain positive labor-management relations by addressing contractual issues or disputes between the parties. The LMC shall meet up to five (5) times a year. The members of the LMC will determine meeting dates at the beginning of the school year. Meetings may be cancelled by mutual consent.

I. Accommodations

The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. The employer will consider a specific plan of reasonable accommodation proposed by an affected employee and the Association. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.

J. **Emergency Manager**

In accordance with Section 15 of the Public Employment Relations Act, MCL423.215, this agreement or specific provisions of this Agreement may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL141.1501 to 141.153.

This clause is included in this Agreement as required by State law. The Association reserves all rights to challenge its application and enforceability.

K. Health and Safety Rights

1. Legal Guidelines: The district shall follow local, state and federal guidelines relative to health, safety and working conditions to the best extent possible. Employees will not be expected to work in conditions that violate the safety protocols set forth in all applicable county, state or federal health or safety guidelines.

2. Reporting and Protective Measures: Concerns by bargaining unit members surrounding matters of health or safety issues should be promptly raised with the District administration. District representatives shall attend to the situation within a reasonable timeframe, based on the severity of the issue, and report the steps being taken to resolve the issue. For example, if it is determined that necessary personal protective equipment or protective measures are needed in a particular situation, then they should be dealt with right away. If the resolution of such concern may involve a modification of working conditions or a change in work location, the District and Association will meet to discuss the steps taken to resolve the matter.

1. Discipline Support: Staff who are acting within the appropriate and approved scope of their employment responsibilities with respect to maintaining service to students shall be given support and assistance by the District. Continued effort will be made to assure staff that they can provide student support and other services with a minimum of disruption and abuse, physical or verbal, in an appropriate learning environment.

2. Resolution Process: The Association agrees to urge its members to raise such health and safety problems with the District and seek internal resolution. However, this understanding does not in any way preclude the rights of members in the Bargaining Unit to make use of contract language afforded in the grievance procedure.

ARTICLE 18:
DURATION OF AGREEMENT

This Agreement initially became effective as of September 9th and continues in full force and effect until 11:59 p.m., June 30, 2027_. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2027 give written notice of termination.

BIRMINGHAM ASSOCIATION OF TECHNOLOGY OPERATIONAL ASSOCIATES (BATOA)

By _____
Jason Wilt
President

By _____
Scott MacKinnon
Vice President

By _____
Tra Tidemy
Representative

By _____
Vanessa O'Connor
Secretary

By _____
Scott Warrow
Executive Director

BIRMINGHAM PUBLIC SCHOOLS

By _____
Dr. Susan Smith
Assistant Superintendent for Human Resources

By _____
Dr. Embokka Roberson
Superintendent

By _____
BOE President

By _____
BOE Vice President

APPENDIX A
SALARY SCHEDULE

The salary schedule below is based on a 7.2-hour day and 200 workdays per year.

2025-2027 TOA SALARY SCHEDULE

TOA (200 Days)		
2025-26, 2026-2027		
STEP	SALARY	HOURLY
1	$35,500.00	$24.65
2	$37,000.00	$25.69
3	$38,500.00	$26.74
4	$40,000.00	$27.78
5	$41,500.00	$28.82
6	$43,000.00	$29.86
7	$44,500.00	$30.90
8	$46,000.00	$31.94
9	$48,000.00	$33.33
10	$50,000.00	$34.72

Step Placement 2025-2026

- TOAs current at Step 5 will move to Step 2.
- TOAs currently at Step 8 will move to Step 5.
- Former 11-month TOAs will be placed on step 9.

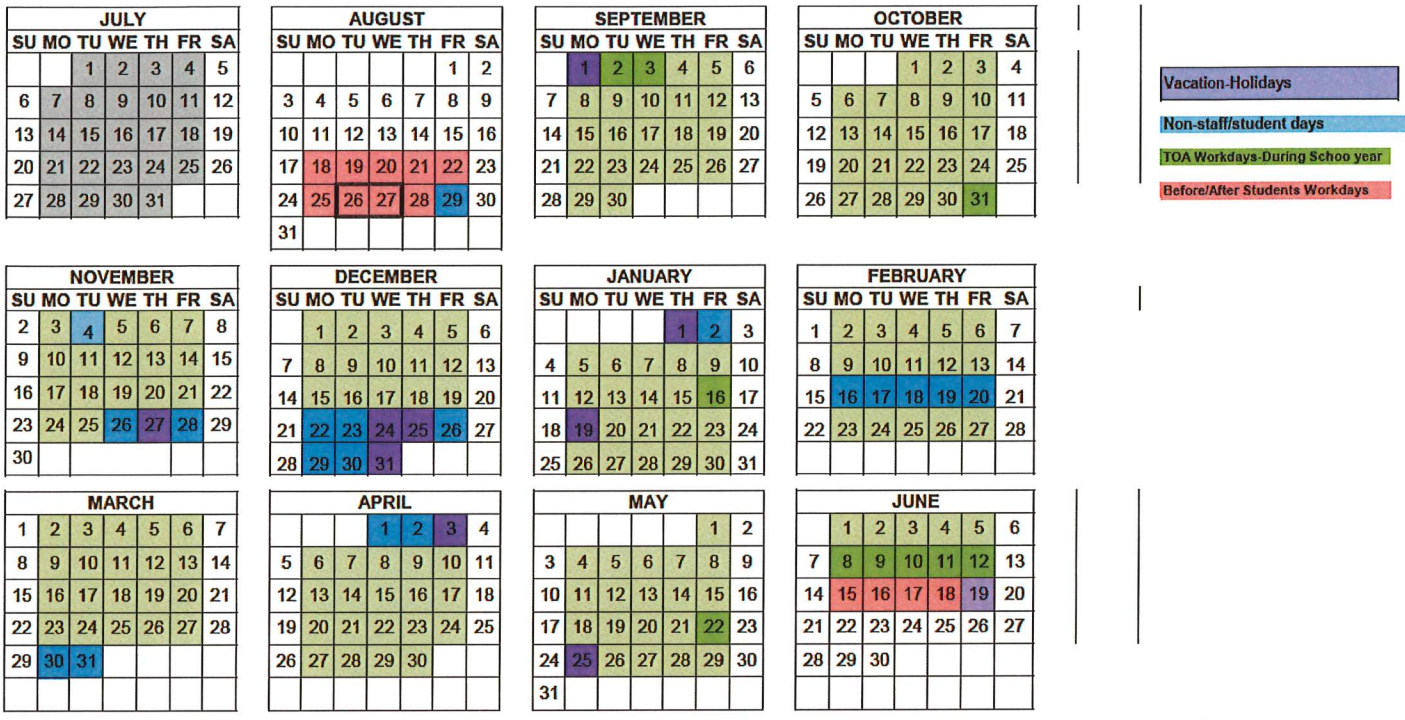
Step Placement 2026-2027

TOAs shall advance one step.

APPENDIX B:
PERFORMANCE REVIEW GUIDELINES

Upon ratification of this Agreement, a committee of Technology Operational Assistants and District Representatives shall be formed to put together a new Performance Review process, guidelines, and rubric to be shared with both parties. The final system must be mutually agreed to by the Association and the District and should be ready to be implemented for the 2026-27 school year unless the committee's work is extended by mutual consent.

APPENDIX C:
Work Calendar 2025-2026



	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	FLEX	
TOA Work Days	200	0	9	21	23	16	15	19	15	20	19	20	14	9	