Between the

BIRMINGHAM BOARD OF EDUCATION

and the

BIRMINGHAM ASSOCIATION OF EARLY CHILDHOOD EDUCATORS

Covering the contracts negotiated for the periods of:
2025-2028

Birmingham, Michigan

AGREEMENT

This Agreement was entered into this 22nd day of September, 2025 through June 30, 2028 between the SCHOOL DISTRICT OF THE CITY OF BIRMINGHAM / BIRMINGHAM PUBLIC SCHOOLS, Oakland County, Michigan (hereinafter referred to as the "Board" or “District”) and the BIRMINGHAM ASSOCIATION OF EARLY CHILDHOOD EDUCATORS (hereinafter referred to as the "Association").

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ARTICLE I: RECOGNITION

The Board hereby recognizes the Birmingham Association of Early Childhood Educators (BAECE) as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the unit for bargaining for all early-childhood teachers employed by the Birmingham Public Schools regularly scheduled to work at least 20 hours per week, including preschool, infant, and toddler teachers as well as Great Start Readiness Program lead and associate teachers but excluding supervisory and executive personnel, temporary substitute staff, Kids' Club staff, directors, assistants, aides, caregivers, paraprofessionals, secretaries, 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 BAECE hereinafter referred to as the "Association" or as otherwise permitted under applicable law prior to adoption or implementation by the Board of Education hereinafter referred to as the "Board.".

The term "teacher" 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.

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS

A. PERA

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 their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their 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 their rights set forth herein or under law.

B. Association Use of School Facilities

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.

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.

C. Teacher Rights

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.

Nothing contained herein shall be construed to deny or restrict to any teacher rights they 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.

D. Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, or disability, genetic information, or any other reason prohibited by applicable laws.

E. Exclusivity

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.

F. Voluntary Membership

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.

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.

G. Union Release

During the school year and conditioned on being given adequate advance notice, the Board will provide the Association a maximum of ten (10) 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.

H. 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 relevant material dealing with collective bargaining that becomes available to them.

On a monthly basis, designated Association representatives will be given a complete listing of all bargaining unit teachers 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.

I. 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 received from the Association on behalf of 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 Employee 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. The payments to the MEA shall follow the process as delineated by the MEA.

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) workdays of the month for the prior month's distributions as an Excel attachment.

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 to intervene 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.

ARTICLE III: BOARD RIGHTS AND SECURITY

A. Board Authority

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

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

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

2. Except as limited by this Agreement, the right to hire teachers, judge their qualifications, and determine their assignments and duties;

3. Determine the educational program of the school district,

4. Develop and exclusively control the budget of the school district;

5. Determine the structure, authority, and responsibilities of its school management organization;

6. Adopt reasonable rules and regulations that are not in conflict with this Agreement.

B. No Strike

During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in the Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965, and by Michigan Public Act 112 of 1995. Such proscribed action shall also be deemed to include an unusual pattern of absences, mass absences, slow- downs, stoppages, sit-ins, interference of any kind whatsoever with operations at any of the facilities of the Birmingham School District and picketing or demonstrations during normal teaching or working hours. The Association further agrees that it will not engage in any sanctions or activities violative of law or of this Agreement.

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 IV– NEGOTIATION PROCEDURES

A. Right to Bargain

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. Commence Negotiations

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

C. Ratification

The parties agree that they may not execute a final Agreement between them without ratification by the Board and by the Association.

D. No Loss of Pay

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

E. 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 Section A of this Article., 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 V: GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition

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 the exclusive bargaining representative based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

B. Informal Discussion

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 the opportunity to be present at such adjustment.

C. Timeline

The use of the term "days" in each level and the table below shall mean ~~school or~~ workdays, except where otherwise indicated.

GRIEVANCE PROCEDURE AND ARBITRATION TIME LIMITS TABLE

Grievance Level	Presentation	Meeting	Disposition
I Administration	10 days after the occurrence	5 days	10 days
II Superintendent	10 days after Level I Disposition	5 days	10 days
III Arbitration	10 days Level II Disposition	Joint selection of arbitrator – 5 days Demand for arbitration – 5 days	30 calendar days

The number of workdays 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) workdays that immediately follow the event or condition that is the subject or basis of the grievance. The teacher shall notify the proper Board representatives and/or their 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 (1) 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 supervisor or other appropriate Board representative. Within five (5) workdays, a meeting shall be held with the teacher and his/her grievance representative. The written Level I disposition will be rendered within the ten (10) workdays after this meeting.

2. Level II

If the Level I disposition does not settle the complaint, the Association may, within ten (10) workdays after the Level I disposition is rendered, prepare and present to the Superintendent of Schools and/or his/her designee, a Level II grievance signed by the aggrieved and the designee of the Association.

Within five (5) days following the presentation of the Level II grievance, the Superintendent and/or his/her designee shall schedule a Level II grievance meeting. The Level II disposition will be rendered within the ten (10) workdays after this meeting.

3. Level III

a. If the Level II disposition does not settle the grievance, the Association may, within the ten (10) school days after the Level II disposition is rendered, submit the grievance in writing and signed by the teacher to arbitration at Level III.

b. Termination of probationary teachers will not be arbitrable.

c. Within the five (5) workdays after such written notice of submission to arbitration, the Board 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) workdays a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.

d. The arbitrator so selected will hear the matter promptly and will issue their 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 them. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted.

e. The power of the arbitrator stems from this Agreement, and their function is to interpret and apply this Agreement and to pass upon alleged violations thereof. They 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 they have any power or authority to make any decision that is violative of the terms of this Agreement.

f. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the teacher whose grievance s/he rules on, provided that the arbitrator shall not substitute his/her judgment for that of the Board or the Association.

g. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

D. Written Dispositions

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 the designee of the Association. Decisions rendered at Level III will be in accordance with the procedures set forth in Section C.3-d.

E. District Wide

Grievances associated directly with system-wide policies and not related directly to a building or department may be initially presented by a teacher or the Association to the proper official in the central administration.

F. Records

The involved parties shall maintain records of all grievance procedures, but they shall not be contained in the personnel file of the grievant.

G. Investigation

The Association may investigate grievances. The investigation of a grievance shall be conducted at such times and in a manner so as to not cause interruption of, or interference with regular established teacher schedules, or the effective performance of other duties of any teacher.

ARTICLE VI– JUST CAUSE DISCIPLINE

A. Discipline Procedure

All teachers shall not be disciplined, reprimanded, reduced in rank, or compensation without just cause. The term "discipline" as used in this Agreement includes 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 teacher and the Association no later than the time discipline is imposed. The teacher or the Association may request that the issuance of discipline be done in person. The teacher or the Association may inquire as to the rationale for the level of progressive discipline issued.

Discipline that involves the demotion or discharge of a tenured teacher or the non-renewal of a probationary teacher shall adhere to the mandates in the Michigan Teachers' Tenure Act.

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 (1) suspension without pay
4. Further suspensions without pay in accordance with the Michigan Teachers' Tenure Act
5. Termination for probationary teachers or filing tenure charges

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 or the filing of tenure charges.

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 teacher in areas deemed necessary by the Administration.

C. Grievance Procedure

Disciplinary action taken against a teacher shall be subject to the grievance procedure set forth in Article V.

D. Representation

A teacher 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 a teacher 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 teacher until such representative of the Association is present. If the district believes it is necessary to continue an investigation or that the teacher 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 teacher 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.

F. Personnel Files

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

2. Teacher Review of File: A teacher 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 review.

3. Other Review: Other examination of a teacher'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 teacher'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 teacher evaluation reports
   d. Teacher 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: Teachers shall receive copies of all materials in their personnel file and shall be informed as soon thereafter as is feasible if a Freedom of Information Act (FOIA) 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 to a teacher. Such 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 supervisor's file after two (2) years.

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

8**.** Expungement**:** A teacher or the Association may request to expunge discipline or complaints contained in the teacher's Personnel File. When this request is made, expungement shall be given strong consideration for disciplinary steps prior to "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 teacher or the Association, a written record of discipline may be removed from the teacher's personnel file when they leave the District**.**

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

Complaints shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated. Unsubstantiated complaints may not be used as any basis of 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. Teacher Response**:** The teacher 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 teacher.

    When disciplinary-related material is to be placed in a teacher's file, the affected teacher 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 that the material be corrected or expunged from the file if appropriate. This is subject to the grievance process.

ARTICLE VII: STAFFING (ASSIGNMENTS, VACANCIES, AND TRANSFERS)

A. Staff Assignments

At the end of each school year, each teacher will be provided an Assignment Request Form. This form shall be used for the teachers to request their preferred age group and building assignment. The teacher should submit their request by the end of the school year for any current or possible vacancy that occurs over the summer. The supervisor shall assign current teachers to any vacancy based on qualifications, seniority, and relevant experience. If a teacher requests to remain in their current building or age group, that should be honored, provided they have good performance reviews.

The District has the right of assignment for teaching positions.

The Early Childhood Supervisor shall provide tentative assignments at least one (1) month before the start of the new school year for all teachers in all programs.

Reassignment: Reassignments during the school year shall be limited and will include a discussion between the teacher, the Association, and the supervisor, and take into consideration the employee's preference. If a teacher is transferred to a higher paid position, the teacher shall be placed on their same step on the new pay scale. Unless the teacher elects to remain in the position, this transfer shall 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. Any reassignment shall not result in a reduction of pay except in the circumstance of a program's closure, low student enrollment in a program, or a reduction in a program's days per week offering.

If there is a vacancy in the Early Childhood Education program, this position shall be posted for at least five (5) workdays. The posting shall be sent by email or other electronic communication to all staff.

B. 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 their 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 Human Resources.
   c. A subsequent and permanent vacancy or opening that may result by virtue of the original posting being filled internally shall also be posted immediately. 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 vacancies or voluntary transfer will be made on the basis of previous training, experience, evaluations, seniority, qualifications required and possessed, and ability.
   b. No internal application 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 Articles X and XI.
   c. Transfers from other bargaining units are not permitted.

3. Interview**:** All internal candidates applying for a 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.

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

5. Training**:** An employee who is awarded a vacancy shall be provided with necessary and relevant training as determined by the Early Childhood Supervisor in order to perform all duties and responsibilities of the awarded position.

6. 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.

7. Involuntary Transfers
   The parties agree that the Administration has the right to make an involuntary transfer. They also agree that involuntary transfers are to be minimized. If a teaching position or program is being reduced or altered in a way that would result in transfers, the District will share such changes with the Association, and those affected teachers will be notified by the Administration. Administration will strongly consider each teacher's request concerning placement and shall use seniority and relevant qualifications in determining placement.

   In the event an involuntary transfer occurs after the start of the school year, the Administration will meet with the affected employee and a representative of the Association prior to effecting the transfer to discuss the reasons for the action.

8. 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.

ARTICLE VIII: SENIORITY, LAYOFF, AND RECALL

A. 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.

B. Seniority

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 on layoff for a period of two (2) years.

C. List

The Board will provide the Association a seniority list within two (2) weeks after the effective date of this Agreement and annually by October 1st thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, location, step, and level.

D. Layoff

1. 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, is available from among the remaining seniority employees in the workforce.

   The remaining teachers shall be grouped in four different bands of teaching experience in the District for consideration of the following criteria in the order listed below to determine the next laid off employee. The remaining teachers will be reassigned as determined by the administration.

   a. Seniority/Teaching Experience Bands
      i. Up to three (3) years of experience
      ii. Three (3) years to less than six (6) years
      iii. Six (6) years to less than nine (9) years
      iv. Nine (9) or more years

   b. Criteria for consideration that must consistently be applied in each situation:
      i. Required degree and endorsement for the position
      ii. Teacher's most recent evaluation rating
      iii. Discipline records in the personnel file within the previous two (2) school years.
      iv. Seniority within the band

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

   Seniority shall accrue during a layoff to a maximum of two (2) 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, except as provided in Article XIV(B).

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

4. 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.

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

E. 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 (2) 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 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 District advised in writing of any changes concerning the employee's personal cell phone number or personal email address.

ARTICLE IX– PROFESSIONAL RESPONSIBILITIES AND PROTECTIONS

A. Health and Safety

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 should be promptly raised to 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 it 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.

3. Discipline Support**:** Teachers who are acting within the appropriate and approved scope of their employment responsibilities with respect to maintaining control and discipline of 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.

4. 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.

5. Applicable Board Policy & Guidelines: Employees working under the collective bargaining agreement are protected under the same rules and parameters as set forth in Board of Education policy and Administrative Guidelines on harassment, bullying and safety.

6. Administration of Medicine
   a. Employees may be required to provide medical procedures to students during the school day. Employees required to perform such duties shall be provided a copy of the student's care plan, which should include instructions and emergency plan information, and appropriate training by qualified medical personnel at the start of each school year, prior to students beginning class.

   b. The Board will provide legal counsel to the employee if a legal action is brought against the employee providing such service. The Board will maintain adequate liability insurance coverage for employees providing such service.

   c. Teachers assigned to the distribution of medication to students or the use of an Epi-Pen shall do so in accordance with the requirements of the rules and regulations of the Michigan Department of Education and other applicable laws.

   d. A teacher distributing medication to students shall do so in the presence of another adult, unless it is an emergency situation that threatens the life or health of a student. At the start of each school year, the building administration and responsible teacher shall establish a

procedure identifying who shall serve as the second adult for the dispensing of medication.

B. Teacher Issues and Concerns

Teachers 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. Teachers have the right to have a concern or issue considered, investigated, and responded to or acted upon. A teacher may elect to have a union representative assist with resolving the issue or concern.

C. Curriculum

The BPS preschool programs shall use the District-approved curriculum to teach developmentally appropriate skills. Classroom teachers will use the curriculum to facilitate learning and growth. If there is a desire to significantly change the curriculum, a committee of teachers and administrators shall form to collectively discuss, research, and recommend changes.

D. School Supplies and Materials

The Board shall reasonably provide equipment and supplies equitably for every class so as to maintain a high level of instruction. Each classroom teacher should be informed of their classroom budget at the beginning of the school year.

E. Teacher Evaluations

The principal or supervisor may informally evaluate staff on an ongoing basis by observing and participating in each classroom. The principal or supervisor will do formal, written evaluations of classroom teachers every third year unless on an IDP Plan. Teachers will not be required to formally evaluate their assistants, but may be asked to provide input to the supervisor concerning performance.

Teachers will be notified ahead of time before a formal evaluation is to occur. After an observation takes place, the evaluator will write a report and meet with the teacher. A teacher who isn't performing up to expectations may be put on an Individual Improvement Plan (IDP) to be developed collaboratively by the teacher and supervisor. The supervisor will monitor progress. The Association may be involved in the IDP at the request of the member. The evaluation format and documents shall be bargained and mutually agreed upon by both parties.

F. Licensing and GSRP

Teachers and the District shall abide by licensing, the Great Start Readiness Program (GSRP), and accreditation laws where applicable. Any changes to GSRP guidelines and polices shall be discussed between the parties and implemented accordingly.

ARTICLE X– COMPENSABLE LEAVE

A. General Guidelines

1. 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.

2. In general, paid leave time must be used in whole or half-day increments. Sick Leave days can be used in hour increments.

3. Full Time**:** Each full-time 10-month teacher shall be provided the following days (less than full-time employees will be pro-rated); eight (8) Sick Leave days, two (2) Personal Business days, two (2) days by Arrangement (DBAs) (if DBA days are unused, they do not roll over), and two (2) Religious Observance days (if Religious Observance days are unused, they do not roll over). 12-month full-time employees will receive two (2) additional Sick Leave days per year.

4. Part Time: The leave for less than full-time employees and employees hired after October 1st shall be pro-rated to reflect the employee's date of hire or FTE status and shall be based on their percentage of time worked. For example, a .6 FTE employee shall be allotted 4.8 Sick Leave days and 1.2 Personal Business days. When the employee submits for a leave day, they shall be deducted by the same proration; a .6 FTE employee shall be deducted .6 leave day.

5. Employees cannot take an unpaid day without approval from the supervisor or without exhausting any accumulated days.

6. Substitutes: Teachers shall not have to find their own substitute for absences related to any paid or unpaid leave provided in this agreement. Each teacher is required to maintain a substitute teaching folder. The folder shall contain a lesson plan, class special times, emergency information, food allergies, and the location of pertinent items.

B. Sick Leave Days

1. Each 10-month teacher shall be granted eight (8) Sick Leave days, and each 12-month teacher shall be granted ten (10) Sick Leave days for each school year without loss of pay.

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

3. Sick Leave days may be accumulated to a total of 215 days.

4. Sick Leave days shall be granted for the following reasons:
   a. Personal illness or injury which causes a teacher to be unable to perform their duties.

   b. Hospital confinement

   c. Serious illness in the immediate family when their presence is required to provide care for the family member which cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, parent, or partner.

   d. Leave of absence with pay not chargeable against the teacher's Sick Leave days 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.

5. Teachers using Sick Leave days or donated days shall continue to be provided all District paid insurances.

C. Extended Leaves for Illness

1. Absence Notification: Teachers who may be absent for an extended period of three (3) consecutive days or more as a result of personal illness, injury, or family illness shall notify their supervisor as soon as practicable.

   Any teacher out for five (5) or more consecutive days may be placed on a short-term (FMLA) leave of absence, and must notify their supervisor and Human Resources.

   Teachers may use their available Sick Leave days during the term of their illness. Teachers using their accumulated days shall be provided all District-paid insurances. After their Sick Leave days are expended or the teacher anticipates they will expend their days available to them, teachers may apply for any available donated days pursuant to the procedures in (D).

   Upon request, teachers may need to provide a doctor's note on return to work.

2. Short-Term Disability: Teachers who have applied for the optional short-term disability program available through Article XIV(G) may apply for those benefits as permitted by the policy. Teachers receiving short term disability benefits shall receive District paid health insurance, vision, and dental insurance, for a period of six (6) months from the date of eligibility for short term disability (equal to the 180-day qualifying period for long term disability).

3. Long-Term Disability: The District shall provide MESSA long term disability benefits as provided for in Article XIV.

4. Extended Leave: If requested, a teacher on an extended leave for illness shall be granted a leave of absence for up to one (1) year. If the teacher is unable to return to employment after one (1) year, the teacher shall be granted an additional one-year leave of absence. Further extensions must be approved by the Administration. The District may request medical verification of the need for the leave.

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

6. Right to Return: An employee returning from a sick leave of absence shall be able to exercise the right to return, provided it is consistent with this Agreement and Board policy.

   Teachers who do not notify the Board of their intent to return from leave or to request an extension of leave after one (1) school year shall be considered voluntarily resigned and are not subject to the right of return. Teachers must notify Human Resources by April 1st of the preceding school year of their intent to return from unpaid leave.

7. Compensation When Returning from Leave of Absence: A teacher who returns from a leave of absence during a subsequent school year shall receive the salary of the immediate next step of the salary schedule (if applicable in that contract year), provided they are otherwise qualified in accordance with the policy pertaining to advancement on the salary schedule, unless the teacher worked less than half of the previous school year based on the number of teacher workdays. Regardless of the length of the unpaid leave, no teacher shall move up more than one (1) step. These requirements to limit advancement on the salary scale will not apply to teachers who are absent due to an illness or medical condition.

D. Donation of Days Program

1. Parameters: An employee may voluntarily donate more than one (1) Sick Leave Day each school year to another employee who has expended their accumulated days. These days may be used to assist an employee who has expended their days or anticipates they will expend their days and is unable to work as a result of personal injury, illness, or family illness. All Insurance will be continued while a teacher is using donated days.

2. Doctor Verification: The employee requesting days must supply a doctor's verification of the injury or illness to the Human Resources. The District may require the teacher to undergo an appropriate evaluation by a doctor selected and paid for by the District.

3. Forms: The application for use of donated days, the Doctor Verification Form, and the Donation Form are available through Human Resources or the BAECE. The application and doctor verification form shall be submitted to Human Resources. For applications submitted after the employee's eligibility has begun, on the receipt of donated days, payment will be made retroactively to the start of the employee's eligibility.

4. Qualifications Limits
    a. Teachers will not qualify for days for elective surgeries.
    b. The maximum number of days that may be donated is limited to the number of days needed by the teacher to complete the eligibility period for Long Term Disability benefits.

5. Collection: The Association shall collect the days contributed and shall provide the donation forms to Human Resources on a bi-weekly basis.

6. Open Enrollment: The parties shall issue a joint letter provided to new employees and contained in the open enrollment packet on the procedures to be followed regarding Sick Leave Days, Personal Days, Days by Arrangement, Donated Days, and the availability of short and long-term disability income protection.

7. Excess Days: Should the Association collect days in excess of days used by members of the bargaining unit in a given school year, the Association shall have use of up to 25 days donated by members of the bargaining unit in previous years for use by members in subsequent years for the purposes set forth above. No restrictions shall be placed on days donated in previous years, regardless of the status of the donating members at the time of their use.

8. Donation Maximum: Each employee can donate no more than five (5) days when voluntarily terminating their contract with the District.

E. Bereavement

1. Immediate Family: Such time as is necessary up to fifteen (15) days for a death in the immediate family and/or member of the teacher's household. Immediate family shall consist of spouse/domestic partner, children/stepchildren, siblings/sibling-in-law, parents/parents-in-law, grandparents/in-law, grandchildren/step-grandchildren, and members of the household. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any bereavement time used beyond the first five (5) days comes from Sick Leave days, or Personal Business days.

2. Friend or Relative: Such time as is necessary up to three (3) 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 sick or personal bank.

3. Procedure: To use bereavement days, a teacher should notify Human Resources and their supervisor of the number of days to be used, and those days will be entered into the system. If a teacher is unable to notify Human Resources in time, then the teacher should enter in illness days in the absence reporting system, and then they will later be converted to bereavement days as per allotment in this agreement

F. Personal Business Days

~~1.~~ Two (2) Personal Business days a year may be used for personal business. Additional Personal Business days may be granted by the Superintendent.

~~2.~~ Carryover: Unused Personal Business days carry over to the accumulated bank.

~~3.~~ Parameters: Personal Business day leave 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 beyond the two days granted in subsection H, unusual circumstances related to professional growth, attending 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 days. 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.

~~4.~~ Limitations: 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.

~~5.~~ Process: Submission of personal business leave shall be made on the District's absence reporting site at least twenty-four (24) hours before taking such leave (except in the case of an 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.

G. Days by Arrangement

Teachers will be provided with two (2) days by arrangement (DBA). DBA days will be provided as follows:

1. Each teacher will have two (2) DBA days that they may take during the school year on a "first come, first served basis."

2. Use of these days must be arranged by completing the Days by Arrangement Request Form at least 14 calendar days in advance with the building principal or supervisor. Because of the need to ensure continuity in the school year and to meet any need for substitute service, both the lead and associate teacher in a classroom may not be granted a DBA day on the same day without prior approval of the principal or supervisor. 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 DBA days are used during the then-current school year and may not be carried forward into any succeeding school year.

4. DBA days will be charged in full-day increments.

5. If a teacher chooses not to take one or both of the DBA days, they shall be paid commensurate with the base substitute pay rate in lieu of taking the "days-by-arrangement". Payment shall be made at the end of the school year.

6. A teacher seeking to schedule a DBA day during June shall provide notice to Human Resources by June 1.

H. Required Religious Observance

1. Parameters: Upon application, a teacher will be granted up to two (2) days per school year for required religious observance, which cannot be met at a time other than during the school day. An employee shall request via the absence reporting system the use of these days 30 days in advance of the day to allow the District to make any arrangements it deems necessary to cover the teacher's responsibilities. If an employee does not use days for religious observances, the two (2) days do not carry over, nor are unused days paid out.

2. The two (2) days, if taken, shall not be charged against the teacher's personal Sick Leave accumulation. If an employee requires more than the two (2) days allotted, those days must come from Personal Business days or DBA days.

I. School Closing: When schools are closed due to inclement weather or other conditions on days when teachers are scheduled to work, teachers will not be expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather or other conditions, 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 with no additional compensation paid to the teachers affected.

J. Worker Related Injury Absences

1. Any teacher 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 time as such teacher shall have used up any sick leave pay provided herein.

2. The parties acknowledge that both short-term and long-term disability benefits are offset by workers' compensation benefits.

3. Any employee who remains on workers' compensation leave for eight (8) or more calendar days shall be given the option to use a proration 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 the 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 time or days used during the initial seven calendar days shall be returned to the employee.

K. Fitness for Duty

1. Independent Medical Exam: The parties agree that the Board of Education has the right to require an evaluation by a physician selected and paid for by the District.

2. Health Appraisal: Upon hire, the teaching staff shall complete a health appraisal. The costs for this health appraisal shall be paid by the District. The teacher shall not be docked leave time for such purpose. Should the District no longer wish to obtain NAEYC accreditation, a health appraisal shall not be required.

3. Return to Work: A teacher who has been absent due to illness or injury may be requested to provide medical documentation that their return to work is sanctioned and will not be injurious to their health or well-being or that of their students.

L. Superintendent Approved Discretionary Absences

Personal excused absences, without payroll or Sick Leave day deductions, may be authorized by the Superintendent.

M. Proof of Absence

The Board and Association agree that the reasons set forth in this Article relating to the appropriate reasons for use of Sick Leave, Personal Business, Bereavement, and Religious Observance days are the only appropriate reasons for use of such days. A teacher who utilizes these leave days may be required to submit proof of their illness or injury, quarantine, family illness, death of a near relative, or business exigency.

ARTICLE XI– LEAVES OF ABSENCE (Non-Compensable)

A. Parental/Family Leave:

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

2. Bonding Time: If Sick Leave days are available, up to 30 workdays will be converted from Sick Leave days to FMLA Maternity/Paternity bonding time, not to exceed a total of 12 weeks. This provision may be extended to foster parents on a case-by-case basis.

3. Extension of Unpaid Leave: An extension of the leave of absence may be granted. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the childcare leave.

4. The Board shall provide Health Insurance to all those covered by Board paid Health Insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option. Thereafter, Article XVII(I)(4) shall apply. The employee remains responsible for any employee premium costs during such leave.

B. Adoption Leave

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

C. National Service Leave

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

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

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

E. 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.

F. MEA or NEA Leave

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

G. 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 they report for or performs jury duty and on which they otherwise would have been scheduled to work.

H. General Leave of Absence

1. One-Year: A teacher may be granted a leave of absence up to one (1) year without pay for reasons of health, to return to school, family responsibilities, such as care or relocation of family.

   Other unpaid leaves for reasons deemed meritorious by the Superintendent may also be granted.

2. Extend Beyond One-Year: The Board may extend all leaves of absence. A teacher's request for an extension of their leave of absence must be submitted in writing. The duration of the extension shall normally be for one (1) teacher work year. A teacher may be granted more than one (1) extension of leave.

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

I. Family Care Leave of Absence (FMLA)

1. 12 Weeks FMLA: 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 caring for a member of the immediate family with a health problem.

2. Health Insurance shall be provided to all those on such a leave who were covered by Board-paid Health Insurance prior to the leave for the twelve (12) week duration of the leave. An employee may continue benefits under COBRA at their expense for the duration of the leave beyond 12 weeks.

J. Benefits While on Leave of Absence (Not FMLA)

All benefits other than those covered under the Family Medical Leave Act (FMLA) will continue from the date of the start of unpaid leave, through the end of the following month in calendar days. For example, if the unpaid leave begins on April 15th, then all benefits will continue through the end of May 31st.

K. Returning from Leave of Absence

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

2. Placement: On the completion of the leave, the member shall be returned to their previous position or a position for which they are certified and qualified, provided it is consistent with the Board policy.

L. Notifying District Regarding Leave of Absence Status

A teacher on a leave of absence scheduled to conclude at the end of the school year must, no later than April 1, inform the Board as to whether they wish to return for the subsequent school year or wishes to extend the leave for an additional year. As an exception to the above, if the teacher's leave commenced after April 1, they must inform the Board no later than July 1.

ARTICLE XII–WORK SCHEDULE AND CONDITIONS

A. Calendar and Work Schedule

1. Calendar

   Early Childhood teachers shall follow the negotiated calendar concerning professional development days, teacher prep and records day, paid holidays, breaks and first and last day of school. For each school year, conferences shall be determined through the negotiations process and published in this agreement or in a separate jointly bargained calendar.

   Teachers assigned to Wee Care, as it currently exists, may report the week preceding the negotiated calendar. Days outside of the negotiated work calendar for this group will be approved by the supervisor and will be paid at the employee's per diem.

2. Reporting to Work

   Daily reporting of time will be required.

3. Daily Work Schedule

   Teachers are considered full-time if they work a minimum of 30 hours per week. The daily schedule for full-time teachers shall be a maximum of eight and a half (8.5) hours a day, which shall include an unpaid, duty-free, without students, one-half hour (.5) lunch period, and which may include before and aftercare. The workday shall be continuous except as provided for elsewhere in this Agreement or unless mutually agreed to by the teacher and the supervisor. The daily schedule for part-time staff will be a maximum of five hours per day.

   If a full-time teacher's assignment is reduced to a part-time position, the District will notify and discuss this with the Association.

4. Planning Time

   Full-time teachers shall be scheduled for ninety (90) minutes of planning time each day. The District shall strive to provide all teachers with ninety (90) minutes of paid planning time each day. Teachers, including part-time teachers, shall be provided a minimum of sixty (60) minutes of paid planning time each day. Thirty (30) minutes of planning time shall be attached to the thirty (30) minutes of duty-free lunch, and thirty (30) minutes shall be provided before or after the student day at the mutual agreement of the teacher and supervisor.

   If the supervisor is unable to provide the additional thirty (30) minutes of planning time to reach the full ninety (90) minutes for two (2) days of the week, no additional compensation is paid. After the second time, the additional thirty (30) minutes is not provided, the teacher shall be compensated at twenty dollars ($20) for each thirty (30) minute period of missed planning.

   A teacher may request to flex their schedule to account for occasional events either before or after the regular student day, with approval from the program supervisor. This time will be considered part of their paid planning time.

5. Extended Day Provisions

   Teachers who work less than an eight-hour day and provide before-care and/or after-care services will be paid at their normal rate for the actual hours worked.

6. Program Start and End Times

   The District will notify and discuss with the Association any alteration of the start and end times for programming.

B. Parent Teacher Conferences

Conferences will be conducted on two half-days in both the fall and the spring. One half-day (.5) in the fall and one half-day (.5) in the spring may be scheduled. Twenty (20) minutes maximum shall be allotted for spring and fall Conferences. GSRP will follow the guidelines and requirements stated in the implementation manual.

Two-half days to prepare for conferences, one half-day (.5) in the fall and one half-day (.5) in the spring, will be provided. Teachers shall be provided comp time equal to the amount of time they are scheduled for conferences outside the workday.

C. Student Assessments

Teachers who are part-time and responsible for COR will be compensated an hour of pay per student per assessment period.

Teachers shall complete two (2) COR periods for each student, one (1) in the fall and one (1) in the spring. Exceptions may be made for certain circumstances, such as low attendance or other relevant reasons that are approved by the supervisor.

Teachers working in the GSRP may have additional assessment requirements as part of their program.

Any new student evaluation tool shall be reviewed by a committee made up of teachers and administrators. The program principal or supervisor shall make the final determination.

D. Staff Meetings

Teachers shall attend building and District-wide staff meetings. Meetings shall be determined at the start of the school year, and a meeting schedule shall be provided to the teachers. If the teacher is not able to attend a staff meeting, they shall inform their supervisor. It is the teacher's responsibility to obtain information provided at staff meetings when they are unable to attend. Teachers who work less than an eight-hour day shall be paid their regular rate to attend staff meetings if outside the regular workday.

E. Staff Training and Professional Development

Teachers are expected to attend planned District or program professional development meetings. Employees will be paid for their time in completing required professional development if it occurs outside their regular day.

The District will maintain district-provided professional development (DPPD) hours and SCECHs and upload them into the teacher's online certification system account.

F. Mentor Program

A teacher new to the profession shall be part of the mentorship program for at least two (2) years. An experienced teacher but new to Birmingham Public Schools shall be under the mentorship program for one (1) year. Both parties agree to create a committee regarding the mentorship program for teachers.

G. Class Sizes

The Board of Education to shall adhere to LARA licensing regulations regarding staffing and adult/student ratios.

To ensure the best educational conditions for students, the District shall strive to maintain the following Classroom Maximums for students in attendance each day:

- Pre-school: 16 students/classroom
- 3-year-old: 14 students/classroom
- Toddlers: 12 students/classroom
- Infants: 8 students/classroom

If the administration believes there is a need to add a student to a classroom that is already at strive for maximum, the following options exist as remedies.

- An additional staff member may be added to the room
- If additional staff are not added, consideration of where to place the student may be based on the following:
    - Availability in alternative classrooms in the building or District
    - Social-emotional behaviors, IEPs, 504s, and IFSPs already present in the classroom
    - Classrooms with Co-teachers
    - Direct consultation with the teacher(s) effected and the Association
- No more than four (4) above the maximum class size shall be permitted.
- For full-day GSRP or Tuition Based programs, a stipend of five hundred dollars ($500) per student will be paid to teacher(s) affected if the strive for maximum is exceeded and another staff is not added**.**
- For part-time programs, the stipend for exceeding the strive for maximum would be determined by mutual agreement between the Association and the District based on the daily occurrence of the overage.

H. Notification of Assurance of Employment

Administration will notify teachers of their tentative assignments at least one month prior to the start of the school year.

I. Classrooms

1. Moving Classrooms
   If teachers are required to move classrooms in the same building, they shall be paid up to four (4) hours for the time they spend moving. If a program is relocating to a new building, up to eight (8) additional hours shall be paid.

2. Beginning and End of School Year Set-Up/Take-Down Time

Teachers would follow the District calendar for reporting on any paid days before the school year, and in addition, may take a flexible day in August to work in their classroom. Teachers shall also be provided one (1) full day, without meetings or professional development, to work in their classrooms during the normal teacher August back-to-school week.

ARTICLE XIII: SEVERANCE AND TERMINATION

A. Retirement 403b/457 Accounts

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

B. Service Credit Remuneration

Each teacher, upon completion of their fifteenth (15) year of service to the BPS District, and upon resignation for the purpose of retirement, or resignation due to illness or death, shall receive payment of two hundred dollars ($200) for each year's service to the District.

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

C. Early Retirement Notification:

Each eligible teacher shall also receive an additional two thousand dollars ($2,000) if they submit a letter of resignation for the purpose of retirement by March 15th for an end-of-second-semester or summer retirement date. Teachers who retire prior to the end of the school year must notify the District of their intent at least one hundred and twenty (120) calendar days before their effective retirement date to be eligible for the $2000.

If a member submits an irrevocable retirement notification to the District, the member will be removed from fulfilling the annual requirements of the evaluation process after the date of submission of such notification. This does not preclude the administration from observing the classroom and reconvening the evaluation process if deemed necessary.

D. Pay for Unused Leave Days

Each employee with a minimum of five (5) years' service in the District and a minimum of thirty (30) accumulated leave days shall, upon retirement from the District, receive payment of forty dollars ($40) for each accumulated day up to the maximum allowable accumulation of two hundred fifteen (215) days.

ARTICLE XIV: INSURANCE PROGRAMS

Before the start of the 2026-27 school year, the Association and District will enter into negotiation regarding extending district-paid full family and two-person health insurance coverage to Early Childhood Teachers. There will be no obligation on either side to make any change to this current Agreement.

A. Insurance Program Provisions

The Board will provide each eligible employee who makes a 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 Insurance Contribution Act, (MCL 15.561 et seq) the District shall offer only and pay the Single Coverage option "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 the teacher's Health Savings Account (HSA) or Flexible Savings Accounts (FSA) the difference between the hard cap maximum amount and the premium costs. Further, employees may make contributions to the HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the HSA or FSA shall be made in the first pay period following January 1st each school year.

   Employees may elect spouse or family coverage at their own expense. In the event an employee elects coverage other than the Single Coverage option, the employee shall be responsible for the increased cost(s). In no event will the District be responsible for paying greater than the Single Coverage hard cap amount.

2. The District shall hold its regularly scheduled Open Enrollment period for the 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 two thousand four hundred dollars ($2,400) cash in lieu of the health insurance 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 their dependents through the District. Payments will be made over twenty (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 for the Calendar Years covering this Agreement:

1. For the duration of this agreement, the following health benefit option shall be offered to eligible employees, and an employee may choose single coverage 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 is a federally recognized high deductible plan and provide for the establishment of HSA 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.

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.

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

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 insurance issues at least two (2) 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, 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, 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 single coverage 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 premium will be contributed by the Board to the employee's HSA or FSA. This formula will be applied to the 2025, 2026, 2027, and 2028 plan years (January 1 - December 31) of each year.

C. Coverage for new employees, who are currently working in the District, shall become effective after 90 calendar days.

D. In the case of spouses, both employed in the District, one shall choose the health coverage necessary to cover their family, 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 based on 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 Leave
An employee who is on a leave of absence in accordance with Article X shall continue insurance coverages from the date of the start of unpaid leave, through the end of the following month.

Layoff: An employee who is laid off in accordance with Article VIII shall continue to have the Board provide the insurance coverage set forth in Section A above for the summer months or first

three months, including the month of layoff.

G. Coverage Proration

The coverage set forth 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 one-quarter (25%) 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 thirty (30) 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 (2) 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 their 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 twenty percent (20%) 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 sixty six percent (66%) of the employee's straight time monthly earnings in effect at the time becoming totally disabled, up to a maximum of $2,500 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 System, 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.

   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 V (Grievance) of the Agreement shall not be operative with reference to the resolution of such problems or differences.

J. Vision Care Program

For those who elect the District's vision 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 Association.

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 XV, 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 Association, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

ARTICLE XV: 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 teaching personnel shall be expressly subject to the provisions of this Agreement. 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. 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 forty (40) 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. 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.

E. 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.

F. 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.

G. 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 andstate legislation.

H. 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 has not agreed to it, nor acknowledged that it is binding on the parties. The Association reserves all rights to challenge its application and enforceability.

ARTICLE XVI: 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 XVII: 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 XVIII: 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 XIX: DURATION OF AGREEMENT

This Agreement initially became effective as of September 22, 2025 and continues in full force and effect until 11:59 p.m., June 30, 2028. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2028 give written notice of termination.

BIRMINGHAM ASSOCIATION OF EARLY CHILDHOOD EDUCATOR

_____
Kayla Mill
BAECE President

_____
Kristin Pesamoska
BAECE Representative

_____
Marie Schmidt
BAECE Representative

_____
Racheal Hatch
BAECE Secretary

_____
Stacey Jenson
BAECE Representative

_____
Scott Warrow
MEA Executive Director

BIRMINGHAM PUBLIC SCHOOLS

_____
Dr. Susan Smith
BPS Assistant Superintendent for Human Resources

_____
Dr. Embekka Roberson
BPS Superintendent

_____
Cory Heitsch
BPS Deputy Superintendent

_____
Jenn Rass
BOE President

_____
Nicole Spencer
BOE Vice President

APPENDIX A: SALARY

A. Salary Schedule

Members of this bargaining unit who were employed with the District in 2024-2025 and are employed with the District for the 2025-2026 shall receive an off-schedule amount of six hundred dollars ($600) in two (2) payments – three hundred dollars ($300) on October 3, 2025 and three hundred dollars ($300) on December 12, 2025.

1. GSRP Placement

For 2025-2026 school year, all GSRP Lead Teachers and Associate Teachers shall advance one step from their current 2024-2025 step.
Teachers shall advance one (1) step each year.

2. GSRP Salary Schedules

For GSRP, there shall be two salary schedules, one for teachers who meet the required credentials (GSRP Schedule) and another for those on compliance plans (Compliance Schedule).

Compliance Plan

GSRP associate teachers on a compliance plan shall be placed on the lane representing their current degree and/or certification. Any GSRP associate teacher without at least an associate's degree will be placed on the GSRP associate's compliance lane. GSRP lead teachers on a compliance plan shall be placed on the GSRP Lead Teacher compliance lane. Teachers on a compliance salary schedule must actively be working to complete a plan for full GSRP qualification. Until the compliance plan is completed, teachers will remain on this schedule.

GSRP Advancement

Once teachers complete the compliance plan, they may submit proof of completion (transcript, certification, degree) to the Department of Human Resources. If proof is presented and meets the requirements, the teacher shall be moved up to the GSRP Salary Schedule at their current step and received payment on this schedule. The process for advancement shall be as follows.

- The effective date of advancement to the GSRP salary schedule will correspond to the first, sixth, eleventh, and sixteenth pay-dates of the school year.
- Application must be made at least two (2) weeks prior to the effective date.

2025-26	GRSP		HOURLY: Using 183 workday calendar					
		TA-Assoc.or Equiv.		TA-BA-BS		TA-MA-ZA		GSRP-LEAD
STEP	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY
		1500		1500		1600		1800
1	$21.86	$32,000.00	$23.22	$34,000.00	$24.59	$36,000.00	$27.32	$40,000.00
2	$22.88	$33,500.00	$24.25	$35,500.00	$25.68	$37,600.00	$28.55	$41,800.00
3	$23.91	$35,000.00	$25.27	$37,000.00	$26.78	$39,200.00	$29.78	$43,600.00
4	$24.93	$36,500.00	$26.30	$38,500.00	$27.87	$40,800.00	$31.01	$45,400.00
5	$25.96	$38,000.00	$27.32	$40,000.00	$28.96	$42,400.00	$32.24	$47,200.00
6	$26.98	$39,500.00	$28.35	$41,500.00	$30.05	$44,000.00	$33.47	$49,000.00
7	$28.01	$41,000.00	$29.37	$43,000.00	$31.15	$45,600.00	$34.70	$50,800.00
8	$29.03	$42,500.00	$30.40	$44,500.00	$32.24	$47,200.00	$35.93	$52,600.00
9	$30.05	$44,000.00	$31.42	$46,000.00	$33.33	$48,800.00	$37.16	$54,400.00
10	$31.08	$45,500.00	$32.45	$47,500.00	$34.43	$50,400.00	$38.39	$56,200.00
11	$32.10	$47,000.00	$33.47	$49,000.00	$35.52	$52,000.00	$39.62	$58,000.00
12	$33.13	$48,500.00	$34.49	$50,500.00	$36.61	$53,600.00	$40.85	$59,800.00
13	$34.15	$50,000.00	$35.52	$52,000.00	$37.70	$55,200.00	$42.08	$61,600.00

2025-26	GSRP COMPLIANCE		HOURLY: Using 183 workday calendar					
		TA-Assoc.or Equiv.		TA-BA-BS		TA-MA-ZA		GSRP-LEAD
STEP	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY
		1500		1500		1600		1800
1	$20.49	$30,000.00	$21.86	$32,000.00	$23.22	$34,000.00	$25.96	$38,000.00
2	$21.52	$31,500.00	$22.88	$33,500.00	$24.32	$35,600.00	$27.19	$39,800.00
3	$22.54	$33,000.00	$23.91	$35,000.00	$25.41	$37,200.00	$28.42	$41,600.00
4	$23.57	$34,500.00	$24.93	$36,500.00	$26.50	$38,800.00	$29.64	$43,400.00
5	$24.59	$36,000.00	$25.96	$38,000.00	$27.60	$40,400.00	$30.87	$45,200.00
6	$25.61	$37,500.00	$26.98	$39,500.00	$28.69	$42,000.00	$32.10	$47,000.00
7	$26.64	$39,000.00	$28.01	$41,000.00	$29.78	$43,600.00	$33.33	$48,800.00
8	$27.66	$40,500.00	$29.03	$42,500.00	$30.87	$45,200.00	$34.56	$50,600.00
9	$28.69	$42,000.00	$30.05	$44,000.00	$31.97	$46,800.00	$35.79	$52,400.00
10	$29.71	$43,500.00	$31.08	$45,500.00	$33.06	$48,400.00	$37.02	$54,200.00
11	$30.74	$45,000.00	$32.10	$47,000.00	$34.15	$50,000.00	$38.25	$56,000.00
12	$31.76	$46,500.00	$33.13	$48,500.00	$35.25	$51,600.00	$39.48	$57,800.00
13	$32.79	$48,000.00	$34.15	$50,000.00	$36.34	$53,200.00	$40.71	$59,600.00

Degree Pay for GSRP Lead Teachers:
A salary differential of five hundred dollars ($500) added to the appropriate step of the salary schedule for those who have acquired a **15+hours beyond a Bachelor's** degree in early childhood education.

A salary differential of one thousand dollars ($1,000) added to the appropriate step of the salary schedule for those who have acquired a **Master's degree** in early childhood education.

A salary differential of one thousand five hundred ($1,500) added to the appropriate step of the salary schedule for those who have acquired a **15+hours beyond a Master's** degree in early childhood education.

3. **Tuition Program Placement**
For the 2025-2026 school year, all teachers, except those listed in Section A.1. above, shall advance one step from their current 2024-2025 step.

Before the conclusion of the 2025-2026 school year, the parties will enter into negotiations to consider salary increases for Tuition based teachers for the remaining years of this Agreement.

Teachers shall advance one step each year.

2025-2026	BAECE TUITION				
Using 183 workday calendar	**LEAD** Associate or Equivalent		**LEAD** Bachelor's		**LEAD** Master's or ZA
STEP					
	$750		**$1000**		**$1600**
1	$31,000.00		$33,750.00		$35,000.00
2	$31,750.00		$34,750.00		$36,100.00
3	$32,500.00		$35,750.00		$37,200.00
4	$33,250.00		$36,750.00		$38,300.00
5	$34,000.00		$37,750.00		$39,400.00
6	$34,750.00		$38,750.00		$40,500.00
7	$35,500.00		$39,750.00		$41,600.00
8	$36,250.00		$40,750.00		$42,700.00
9	$37,000.00		$41,750.00		$43,800.00
10	$37,750.00		$42,750.00		$44,900.00

B. Other Salary Provisions

1. Missed Planning Time: As provided for in Article XII A5, After the second time the additional thirty(30) minutes is not provided, the teacher shall be compensated at $20 for each thirty minute period of missed planning. This is in addition to their regular daily rate.

2. Direct Deposit: All employees will be paid through direct deposit. In the event a scheduled pay date falls on a federal banking holiday, the pay date will be moved to the proceeding workday.

3. Education Support**:** Teachers who are interested in obtaining GSRP qualification may notify the District of their intent to become GSRP qualified. If the District need exists to fill GSRP positions, an employee may request approval for financial assistance. Once approved the employee shall apply either to the TEACH scholarship or similar program or plan with Oakland Schools to obtained qualification. The District shall then provide or arrange any additional financial support for the teacher to obtain the required education credits.

4. Sub Pay
   Part-time Teacher: A part-time teacher who acts a sub in any role, shall receive their normal
   hourly rate of pay while subbing.

   Associate GSRP Teacher: An Associate Teacher who subs for a lead teacher shall receive an additional $4/hr. plus their normal rate of pay while subbing.

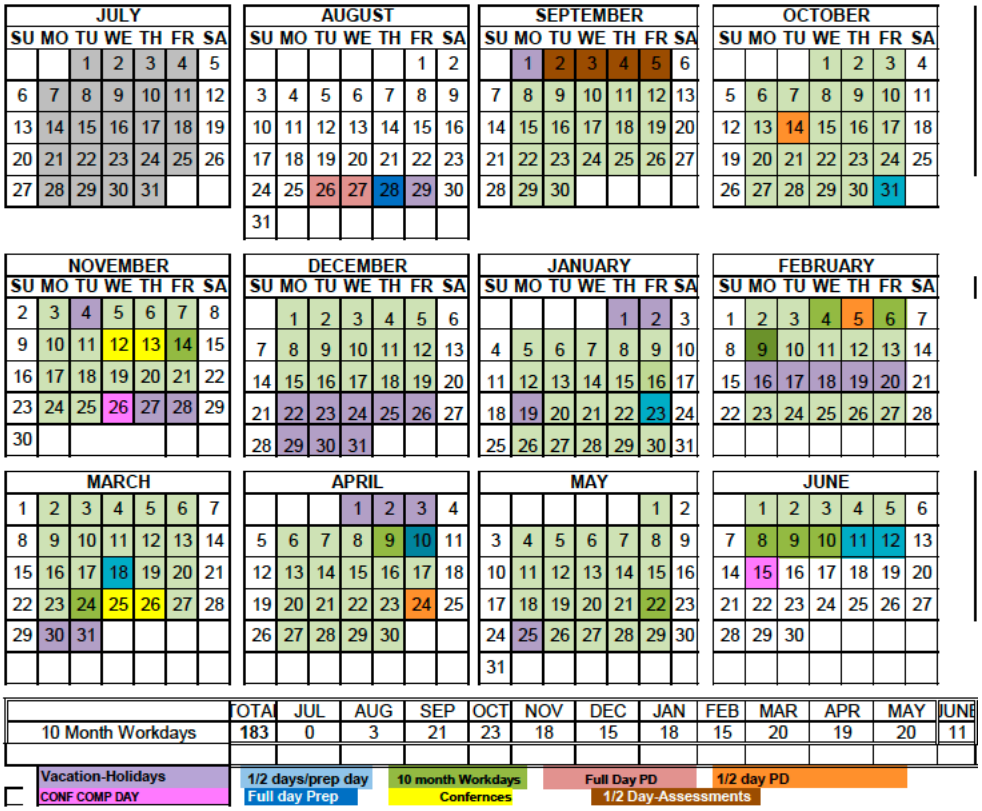
   Teachers who received regular pay for loss of planning time due to subbing do not also receive sub pay.

5. Mentor Compensation
   Mentors shall receive a stipend for their work with a new teacher in the Birmingham Public School district. Mentors shall receive a **$300 stipend** to mentor a new teacher.

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

APPENDIX B: CALENDAR

BAECE
2025-2026



JULY

SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

SU	MO	TU	WE	TH	FR	SA
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

SU	MO	TU	WE	TH	FR	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
10 Month Workdays	183	0	3	21	23	18	15	18	15	20	19	20	11

Vacation-Holidays
CONF COMP DAY
1/2 days/prep day
Full day Prep
10 month Workdays
Confernces
Full Day PD
1/2 Day-Assessments
1/2 day PD

LETTER OF AGREEMENT

Between
Birmingham Public Schools
And
Birmingham Association of Early Childhood Educators

GSRP HOME VISITS

This agreement is entered into by and between the Board of Education of the Birmingham Public Schools (BPS), and the Birmingham Association of Early Childhood Educators (BAECE).

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

WHEREAS the parties have established that BPS wishes to comply with state recommendations regarding GSRP home visits;

WHEREAS the parties have established that teachers assigned to GSRP classrooms may be required to complete home visits outside their regular workday or calendar year;

NOW, THEREFORE, for the 2025-2026 school year**,** the parties agree as follows:

1. The Association and District shall establish a GSRP Home Visit Committee in which the Association president and Early Childhood Supervisor shall select members of the committee.

2. In developing GSRP home visit procedures and conditions, the committee shall adhere to the following parameters.

    - The committee shall meet during the summer to devise a plan for home visits for the upcoming school year.

    - The teachers on the committee shall be paid their normally hourly rate for their time to attend the planned meetings. This time will be approved by the Deputy Superintendent.

    - The committee shall bring its plan back to the negotiating teams for review. The plan must be mutually agreed to by both the Association and District.

    - Teachers shall be compensated for mileage and for their time if the home visits occur outside their regular school day or calendar year.

3. This mutually agreed upon procedures, pay, and conditions for GSRP home visits shall be reviewed by both parties prior to the end of the 2025-2026 school year. At the conclusion of the review, the parties may continue the same procedures, pay, and conditions or make adjustments for the following school years. Any changes to the points listed in #1 or #2 of the LOA must be mutually agreed to by both the Association and the District.

4. This LOA expires on June 30, 2026, and may be extended by mutual consent of both parties.

Birmingham Public Schools

_____
Dr. Susan Smith, BPS Assistant Superintendent of Human Resources

_____
Date

_____
Cory Heitsch, Deputy Superintendent of BPS

_____
Date

Birmingham Association of Early Childhood Educators

_____
Kayla Mill, BAECE President

_____
Date

_____
Scott Warrow, MEA Executive Director

_____
Date