Agreement

between the

Birmingham Public Schools
Board of Education

and the

Birmingham Association of Education Office Personnel

Covering the contracts negotiated for the periods:

July 1, 2026 – June 30, 2029

Birmingham
PUBLIC SCHOOLS

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AGREEMENT

This Agreement entered into this 25th day of August 2026, covering the period July 1, 2026 through June 30, 2029, by and between the BOARD OF EDUCATION OF THE BIRMINGHAM PUBLIC SCHOOLS, hereinafter called the "BOARD," and the BIRMINGHAM ASSOCIATION OF EDUCATION OFFICE PERSONNEL, hereinafter called the "UNION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE 1:
RECOGNITION

A. In accordance with all applicable provisions of Act 379 of the Public Arts of 1965, as amended, the Board hereby recognizes the Union as the exclusive bargaining representative. The bargaining unit shall be defined as those office clerical and secretarial employees who are scheduled to work ten hours or more per week excluding the four confidential positions in Human Resources, and Assistants to the Superintendent, Deputy Superintendent and Business Services.

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

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

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

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 Should the legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language.

ARTICLE 2:
BOARD RIGHTS AND SECURITY

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

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

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

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

3. Determine the educational program of the school district;

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

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

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

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

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

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

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

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

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

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

ARTICLE 3:
PERSONNEL RIGHTS

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

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

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

D. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretarial/clerical personnel, together with such information that may be necessary for the Union to process any grievance or complaint.

E. Union Release Time

The Association shall be granted up to fifteen (15) days release time to conduct association business. If a substitute is required, the Association will reimburse the board for the pay of the substitute.

F. 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 become available to them.

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

- First, middle and last name.
- Start date of employment and longevity date 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 numbers.

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 (5) 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.

G. Payroll Deduction

1. Authorization Form: It is understood that payment and/or deduction of dues is not a condition of employment. A member of the Association or an employee who has applied for membership may

authorize the payroll deduction of dues. A list of members who authorize dues deductions shall be provided to the District's payroll department to be processed.

2. Revocation: For the purposes of this Agreement, a signed authorization from an employee represents an ongoing commitment to automatic dues deduction and shall remain in effect from month to month and year-to-year until written notice of cancellation is provided to both the Michigan Education Association and Birmingham Public Schools' payroll department. Cancellation of dues deduction shall take effect within fourteen (14) workdays of the date written notice of cancellation is received.
3. Payroll Processing: The Employer shall process payroll deduction forms received from the Association on behalf 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 shall be made in equal installments over a total of twenty (20) pay periods.
5. 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.
6. 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.
7. Unpaid Leave: If an employee is placed on unpaid leave, the District shall notify the Association in order to administer a change of authorization process.

8. 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.

9. Association Report: Accompanying the distribution of payments will be a report indicating the specific dues amounts attributable to each employee with the employee's name; and employee ID number. The Association will provide a proposed Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the first ten (10) days of the month for the prior month's distributions as an Excel attachment. The payments to the MEA shall follow the process determined by the MEA.
10. Legal Action: In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
    c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

    d. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the District's compliance.

ARTICLE 4:
COMPENSATION

A. Compensation for the 2026-27, 2027-28 and 2028-29 school years

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

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

B. **Overtime**

Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week and on Saturdays, but overtime shall not pyramid. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays. The District will comply with the mandatory record keeping as prescribed by the U.S. Department of Labor, Fair Labor Standards Act (FLSA) for all hourly employees. This record keeping may be done by either paper or electronic means.

In accordance with federal law, all paid overtime shall be paid within the pay period.

C. **Direct Deposit**

Salary and other pay for employees will be paid and posted by direct deposit, with all payment vouchers provided on-line rather than through printed copy.

D. **Merit Pay**

Employees will be eligible for merit pay pursuant to the following procedures:

- Each employee shall be provided a performance review each year.
- Upon completion of a yearly performance review, the employee shall receive the following merit pay tied to years of service.
- A supervisor's failure to complete a yearly review will not impact the employee's qualification for merit pay.
- Merit pay shall be awarded to any employee for the following years of service:

0-14 years	$500
15+ years	$750

Payment shall be included in the last pay of the school year. The amount paid shall be reported to the Michigan Public Schools Employees Retirement System.

E. Compensatory Time

For work done beyond regularly scheduled hours, secretaries will be eligible for compensatory time ("comp time"), computed at straight time for hours when the employee has worked less than 8 hours in a day (applicable to less than full FTE employees). When the employee has worked in excess of 8 hours in a day, computed per the overtime language of Section B of this article, with the mutual agreement of the employee and supervisor. Such accumulated compensatory time shall not exceed 240 hours. Use of compensatory time earned is to be determined by mutual agreement of the building administrator and secretary. If compensation or compensatory time cannot be provided, the employee will not be required to work.

1. Compensatory time in lieu of compensation is voluntary on the part of the employee.

2. For compensatory time accumulated over 240 hours the employee shall be paid in the payroll period during which the time was earned.

3. The employee may request payment of compensatory time earned at any time and shall be paid within 14 days of the written request.

4. The District shall maintain the official records of employee compensatory time.

5. Adjustments to Comp Time and PTO: The District shall inform employees of any electronic accounting adjustment made to the use of compensation time or Paid Time Off (PTO). For example, if the Human Resource department changes a PTO deduction to Comp Time deduction for an employee, that employee shall be notified as to the reason for such a change.

F. Longevity

For the purpose of payment of Longevity under Schedule A, years of service shall refer to number of years permanently employed in Birmingham Public Schools in any capacity for the entire work year. Part-time employees are not prorated for years of service. An Employee who resigns from BPS and then is rehired loses their longevity status and must start over. An employee on paid leave or on layoff is not negatively affected by years of service.

Longevity pay will take effect on the first paycheck of the following month after the BPS service anniversary date.

ARTICLE 5:
NEGOTIATIONS PROCEDURES

A. Within ninety (90) calendar days prior to the termination of this Agreement, as provided for in Article 19, Duration of Agreement, the parties will commence negotiations on a successor agreement.

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

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

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

ARTICLE 6:

PAID TIME OFF (PTO) AND LEAVES OF ABSENCE

A. Paid Time Off Hours

Twelve, Eleven and Ten month full time employees shall be granted paid time off pursuant to the following:

PTO Hired before 7/1/2011			
Service	12-month	11-month	10-month
15 years	268	239	217
16+ years	284	253	231

PTO Hired on/after 7/1/2011			
Service	12-month	11-month	10-month
90 days to <1 year	148	92	84
1 to < 6 years	188	132	100
6 to 10 years	228	156	116
11 years	236	164	124
12 years	244	172	132
13 years	252	180	140
14 years	260	188	148
15 years	268	196	156
16+ years	284	204	164

1. At the beginning of each school year, employees will be credited with the full allotment of hours as indicated above. Those employees that are less than 1.0 FTE will have PTO hours pro-rated accordingly. For example, a .5 FTE employee in a ten-month position with seven years of service will receive 58 hours of PTO that year.
2. An employee who, by voluntary separation and is no longer employed by the district, shall be eligible for pro-rated PTO for that year. Voluntary separation employees with five or more years and accumulated PTO will be paid pursuant to Article 7C Severance.
3. PTO hours may accumulate to a total of 1,548 hours.
4. An employee shall not accumulate a PTO allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
5. PTO days may be taken in no less than 15 minutes (.25 of an hour) increments.
6. PTO can be used on a day an employee is scheduled or required to work or during school break weeks.
7. PTO will not be scheduled by a supervisor without the written request of the employee.
8. PTO will not be deducted for leaves defined in Article 6 without prior written notice.
9. Work During Vacation Break Periods
   Ten- and Eleven-month employees may work during traditional break periods during the school year when students are not in school (for example Winter, Mid-Winter, and Spring Break) when approved by the building administrator. The total of the work hours is not to exceed 40 hours.
10. Employees hired into the Bargaining Unit from other positions in the District shall receive PTO day allotments based on their overall years of service in the District. For example, a paraprofessional transferring to a position in this bargaining unit with six years of service as a paraprofessional shall be immediately eligible for 228-156-116 hours of PTO time depending on the number of months assigned to

the position to be held.

B. Absence Reporting

When a bargaining unit member is absent, the procedure will be as follows:

1. Record absence in the district's Attendance Management Program

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

3. The building will make the decision as to whether a sub will be called. Should a sub be required, the building will contract the sub employee.

C. Doctor's Notes

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

D. PTO and Holidays

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

E. Community Service

Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent, for affairs relative to community service.

F. Religious Observations

Upon application an employee will be granted up to two (2) days (16 hours) per school year for required religious observance. An employee who requests such time will identify the holiday(s) and provide their Supervisor with the dates to be taken sufficiently in advance of the holiday to allow the Supervisor to make any arrangements they may deems necessary to cover that employee's job responsibilities. Examples of acceptable religious holidays where school may be in session include, but are not limited to, Yom Kippur, Rosh Hashanah, Easter Monday and Eid-al-Fitr. The District will not question an employee's religious practice or faith.

The two (2) days (16 hours) shall not be charged against the employee's PTO leave accumulation. Any days taken for additional religious observance described above will be deducted from the employee's PTO hours as defined and provided for in above.

G. Bereavement

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

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

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

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

G. Donation of Days

An employee may voluntarily donate up to two (2) PTO days (16 hours) to another employee who has exhausted their accumulated days. The donation shall be submitted to the Human Resources Department using the approved form. The form is attached as Exhibit D.

An employee may receive up to thirty (30) days (240 hours).

An employee must have exhausted his/her compensatory and PTO time prior to utilizing donated days.

Donated days may not be utilized for day-to-day illness unless related to a specific illness.

H. **Worker Related Injury Absences**

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

I. **Childcare Leave** A childcare leave of absence shall be administered pursuant to the Family Medical Leave Act (FMLA) following childbirth or adoption, and to a total without pay of up to one (1) year for other additional childcare needs shall be granted to an employee upon the written leave request for such leave. The employee may be required to present evidence of the reason for such leave.

J. **Union Business Leave**

Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes an employee from employment with the Board shall be granted a leave of absence without pay for a period not to exceed one (1) year, subject to renewal, if necessary, at the end of the year. An employee's seniority shall accumulate during such leave of absence. The parties agree a maximum of six (6) employees shall have the right to exercise this right at any one time. Such leaves shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.

K. **Jury Duty Leave**

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

Such compensation shall be payable only if the employee (1) gives the Board prior notice of such service, and (2) presents proper evidence as to the service performed and the fee received, excluding the expense allowance fee. An employee on jury duty shall continue to accumulate seniority, vacation and PTO days allowance eligibility. An employee shall also continue to have hospitalization and life insurance coverage, set forth in Article 14, continued during the time of jury duty service.

L. **General Leave**

1. A leave of absence without pay of up to a period of one (1) year duration may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.
2. If an employee granted a general leave of absence of ninety (90) calendar days is replaced, it will be on a temporary basis.
3. If an employee granted a general leave of absence in excess of ninety (90) calendar days is replaced, it shall be on a permanent basis. An employee, when returning from such a leave shall be employed in a classification in the same level as permanently assigned to when the leave commenced.
4. Seniority shall accumulate during a leave under this section up to a maximum of ninety (90) calendar days.

M. **Emergency Leave**

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

N. **Sick Leave of Absence**

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

When returning from any approved leave of absence, the employee shall be employed in the classification in the same level as assigned when the leave commenced.

O. **Leave Procedures**

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

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

P. **Return from Leave**

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

2. General Leave: When a secretary returns from an approved general leave of absence, as provided

in item N, ARTICLE 6: PAID TIME OFF AND LEAVES OF ABSENCE, the employee shall be returned to their previous position or a position for which they are qualified to perform, if available.

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

Q. Layoffs

It is agreed by the parties that an employee on a leave of absence shall be subject to the operation of Article 10, Section D.

R. Benefits While on Unpaid Leave

All benefits other than such covered under the Family Medical Leave Act (FMLA) will continue from the date of the start of the unpaid leave, through the end of the following month in calendar days. Employees will be given the option to continue all health insurance by pre-payment or monthly payments to the end of the calendar year or the leave whichever occurs first.

ARTICLE 7:
SEVERANCE

A. Service Credit Remuneration
Each secretary 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.

B. Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources if eligible for the retirement severance pay.

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. Pay for Unused PTO Days
Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated PTO days (240 hours) shall, upon voluntary resignation or retirement from the district, receive payment of forty dollars ($40) for each accumulated day up to the maximum allowable accumulation of one-hundred and ninety-three and a half (193.5).

ARTICLE 8:

DISCIPLINE AND DISCHARGE

The Board shall have the right to discipline or discharge any employee for just cause. The Board is committed to a progressive and supportive approach to addressing performance concerns. Prior to formal disciplinary action (except in cases of serious misconduct), supervisors shall document coaching and counseling conversations, provide clear performance expectations, and offer support resources that may include additional training. Coaching and counseling conversations between the employee and supervisor shall be the first step in addressing conduct or performance concerns.

JUST CAUSE DISCIPLINE

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

Concerns or issues that have not been addressed by the supervisor or district after a year cannot be used in administering progressive discipline.

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

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

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

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

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

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

C. **Grievance Procedure**
Disciplinary action taken against a secretary shall be subject to the grievance procedure set forth in Article 11:Grievance Procedure.

D. **Representation**
A secretary 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 secretary 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 secretary until such representative of the Association is present. If the district believes it is necessary to continue an investigation or that the secretary 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 secretary 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. The contents of a performance review shall not be part of nor replace a step of the progressive discipline process in B. above.

F. Files

1. Verbal warnings and memorandums of record are considered non-disciplinary and will not be included in a secretary's Personnel File.

2. Secretary Review of File: A secretary 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 secretary'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 secretary'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 secretary evaluation reports.
   d. 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: secretaries shall receive copies of all materials in the 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. 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 employee or the Association, the MoR may be expunged from the principal's file after two years.

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

8. Expungement: The secretary or the Association may request to expunge discipline or complaints

contained in the secretary's Personnel File. When this request is made, expungement shall be given strong consideration for discipline below the level of "further suspensions without pay." If the District denies the request, it must provide a written explanation as to the reason. Expungement decisions up to three (3) years are at the discretion of the District, after three (3) years, without a new occurrence of the same offence, Step 1 (Written Warning) and Step 2 (Written Reprimand) discipline in the employee file will be expunged at the request of the employee.

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

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

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

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

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

G. Grievance

An employee so affected by the language of this Article (8), except a probationary employee, may file a grievance protesting the Board's disciplinary or discharge action. A grievance protesting a discharge shall commence at Step 3.

ARTICLE 9:
PROBATIONARY PERIOD

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

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

ARTICLE 10:
SENIORITY

A. **Staffing Assignments**
Each year, the District shall strive to assign secretaries to the same building that they worked at the previous year, unless the position has been eliminated.

B. **Probationary Period**
An employee shall acquire seniority after completing the probationary period defined in Article 9. The seniority date shall be the most recent date of hire into the BAEOP bargaining unit.

C. **Seniority**
Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

1. If an employee quits or retires.
2. If an employee voluntarily accepts a position outside of the district.
3. If an employee is absent without notice for five (5) consecutive work days.
4. If an employee is discharged.
5. If an employee fails to return to work from a layoff within the five (5) work days following the date of the written notification of recall to the last mailing address and email on file with the Board.
6. If an employee overstays a leave of absence without notice, unless it is due to reasons satisfactory to the Board.
7. If an employee is on layoff for a period of two (2) years.
8. If an employee materially or deliberately falsifies his/her employment application and this is discovered within the first five (5) years of employment.
9. The parties agree this time limit shall not be operative if the basis or nature of the falsification is detrimental or threatening to the health or safety of the school district, its employees, and/or its pupils. Also, an employee shall lose seniority if, at any time, it is determined the falsification was for the purpose of gaining an advantage or benefit they would otherwise not have merited.
10. If an employee falsifies a leave of absence application.

D. The Board will provide the Union a seniority list within two (2) weeks after the effective date of this Agreement and monthly thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, longevity date, classification, location, step and level.

E. **Layoffs/Position Eliminations**
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 replacements for them, determined to be required by the Board, are available from among the remaining seniority employees in the work force.

2.

a. Further reductions shall be on the basis of employees' seniority, and ability to perform the duties of the classifications' assignments they are given by the Board.

b. An employee whose classification assignment is eliminated for any reason shall have the right to bump the least senior employee in the same classification assignment (for example Elementary Principal's Secretary to Elementary Principal's Secretary or Media, Middle & High Schools Secretary to Media Secretary), unless there is a vacancy in the same classification in which case the employee may choose a vacant position or follow the bumping procedure below.

If there is no less senior employee in that classification assignment the employee shall bump the least senior employee in that classification. If there is no less senior employee in that classification (A), the employee shall bump the least senior employee in the next lower classification (B).

The employer will meet with the Association representative at the time such eliminations are formally announced, to discuss who has enough seniority to bump and into which position she/he may bump.

An employee who is bumped out of a classification assignment shall follow the same procedures as provided above and herein in subsection E-2.

c. An employee shall be provided necessary and relevant training in order to perform all duties and responsibilities of the awarded position. per the terms of Article 13 G. An employee shall be given not less than ninety (90) supervised work days.

4. The parties agree no employee, as the result of any layoff and/or position elimination, shall be allowed to advance to a classification assignment in a higher classification level through bumping procedure.

5. Seniority shall accrue during a layoff to a maximum of two (2) additional years. Such seniority, however, shall be applicable only for purposes of layoff and recall and shall not be applicable to or be the basis of increasing the affected employee's eligibility for any employee benefits provided for elsewhere in this Agreement. An employee's eligibility for and the right to such benefits shall be suspended at the time an employee is laid off out of the work force, except as provided in Article 14, Section B.

6. An employee who is laid off out of the work force may request the compensatory and/or PTO pay from the employee's absence bank pay eligible for at the time of the layoff.

7. The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off out of the work force or whose position is to be eliminated at least two (2) weeks' notice of such layoff or position elimination.

8. 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. Said employee may request the vacation, compensatory and/or PTO pay from the employee's absence (AESOP) bank at the time of the layoff.

9. Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the classification assignment to which he/she is recalled.

10. If a classification assignment that was previously eliminated is restored, the person(s) who held the assignment prior to elimination will be given first choice to return if they have not left the employ of the district.

a. If the offer is denied, the position shall be offered to a secretary whose position is being eliminated.

b. If there are no secretary positions being eliminated, the district shall recall from the layoff list

if one exists.

c. If there is no one on layoff, the position must be posted immediately.

d. A sub or retiree may fill the opening up to 90 days. If the posting cannot be filled after the 90 day deadline the District and the union will discuss options to fill the position.

F. Vacancies

1. Before posting a position, covered under this contract, the District shall share the posting with the Association for their review.

2. The Board will notify electronically all employees actively at work of a permanent vacancy or opening that exists in any and all classification assignment covered by this Agreement by posting the vacancy for five (5) consecutive workdays, provided that during July the posting will be for fifteen (15) calendar days.

3. An employee interested in the vacancy shall send a letter of interest to the Human Resources Department.

4. Awarding of the opening will be made on the basis of previous training, experience, evaluations, seniority, and ability.

5. No probationary employee is eligible to apply for such a vacancy. An employee shall also not be eligible to apply if previously awarded a vacancy in the same classification level or a lower classification level on the basis of this section within the previous six (6) months measured from the original date of the posting unless the employee is the only applicant.

6. No internal application shall be made by an employee not actively employed at the time of the posting, except an employee who is laid off out of the bargaining unit or a bargaining unit employee scheduled to return from a leave of absence granted pursuant to Article 6.

7. A subsequent and permanent vacancy or opening that may result by virtue of the original posting shall also be posted immediately following the supervised days listed in number 4 below.

8. 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.

9. 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 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.

10.
   a. An employee who is awarded a vacancy shall be provided necessary and relevant training in order to perform all duties and responsibilities of the awarded position. per the terms of Article 13 G.
   b. During this training and transitioning period, the employee shall be given a minimum of ninety (90) supervised training days.
   c. During the first twenty (20) workdays, an employee shall, at their request, be returned to

his/her former position, if available.

11. 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 Union President.

12. In the event of an emergency vacancy or absence a sub may be called from the sub list and will be subject to Section H below. In the event a sub is not available, the transfer of a secretarial/clerical employee may be made by the Board in emergency situations. For the first five (5) days of such transfer, the employee will maintain the current rate of pay. After five (5) days, the employee will be placed on the proper salary classification of the job they are temporarily filling, provided that the salary is greater than that of the current position. When such temporary transfer goes beyond ninety (90) workdays, it will be posted as a temporary vacancy. An employee in the same classification who bids shall be preferred over another applicant.

13. The parties agree final decisions on the assignment, retention and/or recall of an employee, in accordance with Sections E and F above, shall be the right and responsibility of the Board.

G. Transfer Out of Bargaining Unit

An employee who transfers to a position outside of the bargaining unit within the District shall retain but not accrue seniority for a period of two (2) years from the time of transfer. If during the 2 year period the employee is transferred back to the bargaining unit, employee shall return with the same number of years of seniority as when the left to any unbid posted vacancy that exists that the employee is qualified to perform. If no such vacancy exists, the employee shall be place on a recall list and in order with their seniority and eligible for recall.

H. Temporary Positions

1. No district retiree shall be permanently hired to perform secretary duties that cover a previously recognized position in the bargaining unit. If there is a temporary need to cover secretary duties, a retiree or substitute may work in the role to cover the temporary vacancy, or in the case of an open position, can work in the role for no more than the length of time it would normally take for the district to fill the position.
2. If the District is unable to fill the position through its normal hiring procedures and there is a long-term need to fill a position with a retiree or substitute, the district will discuss future options with the Association.

ARTICLE 11:

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

1. Any Board decision or action based on Article 11 of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;
4. The termination or failure to re-employ any probationary employee.

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

B. **Step One**

An employee or one (1) member of a group of employees may file a written grievance with the immediate supervisor or appropriate Board representative within the ten (10) days immediately following the event or condition or awareness of an event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) days immediately following submission of the written grievance. During this meeting, all the known facts and the Agreement's written term(s) claimed to have been violated will be stated.

The written Step One grievance shall contain the aggrieved employee's signature, in lieu of the signature the aggrieved may be copied by email on the submission of the grievance. All the related facts including date of alleged violation, date of submission, and the Agreement's written term(s) claimed to have been violated will be contained in the written grievance. The disposition to a Step One written grievance will be signed and dated by the Board representative rendering it. The Step One written disposition of the grievance will be issued within the next ten (10) days immediately following the Step One meeting by the immediate supervisor or appropriate Board representative.

The aggrieved employee and two (2) Union representative and two (2) Board representatives may be present at the Step One meeting.

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the Assistant Superintendent for Human Resources or his/her designee as provided for above in Step One. If the Step One grievance is received by the Assistant Superintendent for Human Resources, the Step Two Grievance may be submitted in writing to the Superintendent or his/her designee. The submission of the Step Two grievance shall be within the ten (10) days immediately following the issuance of the written Step One disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Three disposition of the grievance will be issued in writing within the ten (10) days immediately following the Step Two meeting.

The aggrieved employee and a maximum of three (3) Union representatives and a total of up to four (4) Board representatives may be present at the Step Two meeting unless otherwise mutually agreed.

Step Three - Arbitration

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

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

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

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

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

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

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

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

D. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn unless the filing or appeal is pending a disposition. Failure to render a disposition within the time provided shall be the basis of the grievance being awarded to the Association or the employee who filed the grievance.

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

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

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

H. The grievant must be present at any and all grievance hearings; otherwise, it will constitute an automatic acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless it is agreed by both parties to postpone the grievance hearing.

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

J. Union Representation. For purposes of the grievance procedure, employees shall be represented by employees designated as Union Reps as follows:

K.

Representation Group	
One (1) Building Rep to cover each	Senior High School
One (1) Building Rep to cover each	Middle School
Two (2) Building Reps to cover all	Elementary Schools
One (1) Building Rep to cover the	Administration Building
One (1) Building Rep to cover the	Technology Services, Community Education, Operations and Transportation

Union Representatives shall include the Executive Director of the Association.

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

ARTICLE 12:

HOLIDAYS AND VACATIONS

Holidays

An eligible full-time employee shall be granted the following holidays for which an employee shall receive regular straight time hourly rate:

Independence Day	Friday before Labor Day*	Labor Day
November's Election Day*	Day before Thanksgiving	Thanksgiving Day
Day after Thanksgiving	Day before Christmas	Christmas Day
Day before New Year's Day	New Year's Day	Martin Luther King Day
Good Friday	Memorial Day	Juneteenth

*Secretaries will not be required to work on Friday before Labor Day or November Election Day if teachers and students are not in session, but they will be compensated at their hourly rate for the day.

When the holiday falls on a Saturday, the immediately preceding Friday or the succeeding Monday will be honored as the holiday; and when the holiday falls on a Sunday, the immediately preceding Friday or succeeding Monday will be honored as the holiday. In the case of 12/24, 25 and 31 and 1/1, the holiday may also be observed on the preceding Thursday or the succeeding Tuesday, at the request of the board.

ARTICLE 13:

WORK SCHEDULES AND JOB RESPONSIBILITIES

A. Full time and permanent employees' daily work hours when schools are in session will typically be from 8 a.m. to 5 p.m., Monday through Friday but can be flexed by mutual agreement of the supervisor and employee, on an eight (8) consecutive hours per day, forty (40) Consecutive hours per week basis. However, an employee's daily starting or ending work time may be different as determined by the Board. Each employee shall normally receive a daily one (1) hour unpaid, duty-free lunch period, the time of which shall be determined by the employee's immediate supervisor.

11. When schools are not in session an employee's daily work hours may commence before 8 a.m. and may conclude before 5 p.m. The employee may elect to work seven (7) consecutive hours per day and thirty-five (35) hours per week.

    The hours of work set forth above do not constitute a guaranteed minimum or maximum for any employee.

12. The Association agrees the Board has the unilateral right to schedule the work hours and work year of each new employee hired subsequent to the effective date of this Agreement and the work hours and work year for each temporary vacancy filled and any permanent vacancy posted during the term of this Agreement.

Report to Work Dates:

12-Month	Continuous
11-Month	8/1
10-Month	10 days before the first day of school

13. **Remote Work**

When students are in the building, the default work setting is in the school buildings or district

departments. On occasion, the employee and immediate supervisor may agree to remote work at the discretion of the supervisor.

On days when students are not in the buildings, all secretaries may work from home with supervisor approval.

If, when students are in the building, a secretary is required to remain home due to an illness covered by the district, county, state or national health emergency guidelines, and is not experiencing symptoms of illness, they may elect to work remotely with permission of their administrator, without using a PTO day.

B. Relief Period

Secretarial/clerical employees shall be entitled to a fifteen (15) minute relief period during the day. The scheduling of such relief period shall be set forth by the employee's immediate supervisor.

C. Return from Leave

An employee granted a general leave of absence, as provided in Article 6, Section N-2, shall be returned to the number of work hours the employee was working at the time the leave commenced except that in the event of the elimination of the previous position, or reduction in hours in the previous position, the employee shall be returned to a position and hours appropriate for their seniority, ability and current hours of the position at the time their general leave expires.

D. New Technology & Job Responsibilities

1. New Technology

Additional or new office equipment, technology or job responsibilities that may have a major or significant effect on the working conditions, hours and wages of the employees covered by this agreement shall be shared and discussed with the Association and affected employees either before the upcoming school year or before implementation. Necessary training shall be provided prior to implementation. The Association can request to meet and discuss significant changes in job responsibilities or technology. The supervisor or District representative shall take into consideration the employee's suggestions regarding implementation of the new responsibilities.

The Board agrees to give any employee whose present classification is directly influenced and involved with such technological changes reasonable time to qualify on such new equipment and/or new technology. Any new jobs that may be created by such changes, if they are customarily or generally determined to be of the variety of classifications herein covered, shall be posted as provided for in Article 10 Section E.

2. Artificial Intelligence (AI)

AI will not be utilized solely for the displacement or elimination of secretary positions in the bargaining unit.

E. New Duties or Procedures

Any change or addition to duties from Central Administration, Human Resources, Business Services, Facilities, Special Services, Student Learning and Inclusion, Technology Services or Marketing and Communications will be:

1. Written and shared with the association and all affected supervisors for review one month prior to implementation.
2. Written and shared with the affected secretaries by their building supervisor.
3. Training timetable provisions in Section G below will be applicable when new duties

are assigned.

F. New Position

Employees applying for new positions may have to qualify by completing a performance task. Employees who qualify will be given preference in the filling of such openings.

G. Training

1. When a secretary or new hire is the successful candidate of a new opening or position, there will be a minimum of five days of on-the-job training with the prior employee who occupied the position.
2. If the prior employee is not available or a member or members of the bargaining unit in a similar role may be asked to assist with in-person training and will receive an additional $5/hour up to 40 hours total combined between all trainers, during the training period.
3. The additional $5/hour will not eliminate the trainer's eligibility for overtime, should additional hours be required to complete all duties of their position while training a new employee.

H. Board Policies and Regulations

1. Board policies which affect secretaries but whose provisions are not covered in this Agreement will be provided in writing to the Association five (5) school days prior to the first reading to permit the Association to address the Board of its view of the proposal. The Association may request the opportunity to review and discuss the proposed Board policy only with administrative staff prior to the first reading.

2. The District shall consult and work with the Association in developing or changing Board Policy and Regulations that affect secretaries or their workflow. The ultimate decision regarding Board Policy and Regulations will be left to the District, unless covered by this agreement. Board Policy and Regulations will be available electronically in August of each school year and will be disseminated when changes are made that affect secretaries or their workflow within two (2) weeks of the policy and/or regulation change.

   Any change or update to a Board policy or regulation will be communicated to all secretarial staff upon adoption, along with explanation of the reason for the change, who is impacted, and how it may impact work or work flow.

I. Round Tables

1. No member of the bargaining unit will be assigned to take minutes at round tables. All information, including minutes, presenter notes, and handouts shared at round table meetings will be placed on the secure shared drive for all secretarial staff to review.
2. When a secretary delivers training, time outside of the regular workday used to prepare the presentation will be compensated.

J. Performance Reviews

1. Annual performance reviews conducted under Exhibit A will not be written by the secretary.

2. Performance concerns addressed in an evaluation shall be considered separate from the discipline process.

K. Inclement Weather Release Days

1. When schools are closed due to inclement weather, secretaries are not expected to work or report to their closed buildings. Further, when schools are dismissed due to inclement weather, secretaries shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a secretary shall not suffer a loss of compensation.

2. No secretary shall be compelled to come into a building to work as the purpose of a snow day is the safety of all staff and students. In unusual circumstances, an administrator may request a secretary to report to complete an essential and immediate duty, the choice to report shall be at the secretary's discretion. If an administrator requests a secretary to complete essential duties at home or in the building on a snow day, they will be paid an additional .5X above their straight time rate to a total of 1.5X their hourly rate, including longevity, for the number of hours worked required to perform said duties and/or required to remain in a district building. A secretary who chooses to report to a building or work at home without the request of an administrator is not eligible for 1.5X and will be paid at straight time. A secretary who refuses a request not to report on a snow day will be reprimanded or retaliated against.

ARTICLE 14:
INSURANCE BENEFITS PROGRAMS

A. **Insurance Program Provisions:** The Board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible pursuant to the following provisions:
   1. Pursuant to the Publicly Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer 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, BPS will contribute to the secretary's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, employees may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the FSA or HSA shall be made in the first pay period following January 1 each school year.
   2. The District shall hold its regularly scheduled Open Enrollment period on insurances available to employees.
   3. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
   4. Employees electing to forgo health benefits from the District will receive $2,400 cash in lieu of the health benefit. The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District. Payments will be made over 24/20 pays.
   5. For the term of this Agreement employees selecting vision and/or dental coverage will pay 10% of the premium. All employees shall pay 10% of the premium for Long Term Disability Coverage.

B. **Medical Coverage**:
   1. For the duration of this agreement, the following MESSA health benefit options shall be offered to eligible employees, and an employee may choose health benefits from plans decided by the joint Association-District Health Committee.
   2. The District will offer a MESSA federally-recognized high-deductible plan that provides for the establishment of a Health Savings Account, in which employees may participate. If a MESSA Choices plan is offered, employees selecting the Choices program may participate in a Flexible Spending Account plan.
   3. The Board will publish plan documents which gives details of the benefits available on the district's website.
   4. 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.

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

C. **Health Committee**: If either the District or the Association makes a request, then the parties shall form and participate in an insurance committee to review health and other insurances issues at least two months prior to Open Enrollment for the next plan year. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract or other matters relating to insurance.

D. Beginning with the effective date of this Agreement, the hard cap will be paid by the Board towards insurance costs for all plan years. Any balance owing for premiums after the hard cap is applied shall be paid by the employee in 20 equal contributions. Any balance left over from the hard cap after the payment of premium will be contributed by the Board to the employee's HSA or FSA. This formula will be applied to the remainder of the 2026 plan year and January 1-December 31 of each year of the Agreement.

E. Coverage for new employees shall become effective immediately upon hire.

F. In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in 14, A.1., above, and the other shall choose this cash in lieu option. This section, above, shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of this Agreement.

G. **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, and $5000 of which shall be through MESSA, including accidental death and dismemberment.

H. **Continuation of Health Coverage**

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

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

I. **Coverage Proration**

The coverages set forth above shall apply to all permanent employees.

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

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

J.Dental Insurance

1. 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 five (5) straight time hours per work day and twenty-five straight time hours per week, dental insurance coverage (100%, 80%, 180% maximum annual coverage $1,000 per person) as specified and limited according to the following description:

   Class I: 100% of customary and reasonable fees. Oral Exam, Prophylaxes, Topical Flouride, Emergency, palliative, two cleanings in 12 months.

   Class II: 80% of customary and reasonable fees. Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, periodontic.

   Class III: 80% of customary and reasonable fees. Construction and replacement of dentures and bridges. Gold: inlay or onlay, gold fill, gold crowns.

   Class IV: 80% of customary and reasonable fees. Orthodontics: $1,000 lifetime maximum per eligible dependent to 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 problem 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 problem.

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

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

   The Union also agrees 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 work less than five (5) straight time hours per day and less than twenty-five (25) straight time hours per week, but 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 one-half (1/2) of the appropriate monthly premium for this coverage.

K. 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. Effective when the Board arranges this coverage with an insurance carrier and for the term of this Agreement, the Board shall provide Long-term disability insurance 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 work day and thirty (30) hours per work week.

The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide 66-2/3 percent of the employee's straight time monthly earnings in effect at the time becoming totally disabled, up to a maximum of $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 Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Board sponsored pension and insurance benefits plans.

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

L. **Vision Care Program**. For those who choose the traditional plan, the district will continue to offer Blue Cross Blue Shield of Michigan VSP or similar program, 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 BCBS Series A-80 benefits.

M. Board Obligations and Liability

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

The Board, by payment of the premium payments required to provide the insurance coverage and the proper discharge of all other obligations set forth in Article 14, 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 rules and regulations.

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

ARTICLE 15:

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 16:

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 17:

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 18:

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 secretarial/clerical personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of Agreement

Within thirty (30) days following the ratification and execution of this Agreement, The Board will provide the Association twenty (20) paper copies. The Agreement will be posted and made electronically available.

C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.

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

E. Reimbursement

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

2. **Property**: The Board will reimburse an employee for any loss, damage, or destruction of occupationally appropriate and required clothing or personal property while fulfilling the duties and assignments, which exceeds ten dollars ($10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.

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

G. Participation in Interviews

The Association will be provided an opportunity to select a representative of the bargaining unit to participate in the interview process when the district is seeking to hire for a position covered by this Agreement.

H. Staff Issues and Concerns

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

I. 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 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.

J. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.

K. Accommodations

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

L. Classification Upgrade

Upon the recommendation of the administrator in charge of the location to which the employee is assigned, an employee's position will be reviewed by an administrative committee which will determine whether new and different duties have been added to the responsibilities of that position, such that their addition increases the employee's workload to a point that warrants that the position be upgraded. The decision of the administrative committee shall be final. No new request for an upgrade in the same position may be made until the administrator can document that they believe a clearly demonstrable alteration in the kind of duties associated with that position has been made, i.e., the position will not be reviewed if the kind of assignments remain the same.

M. 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.

N. Health and Safety Rights

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

2. **Reporting and Protective Measures**: Concerns by bargaining unit members surrounding matters of health or safety 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 change in work location, the District and Association will meet to discuss the steps taken to resolve the matter.

3. **Discipline Support:** Staff 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. **Protection Training:** Secretary members may protect themselves or another person from attack, physical abuse, or injury using appropriate Crisis Prevention/Intervention (CPI) techniques. Appropriate professional development, including de-escalation training, shall be provided to all secretaries.

5. **Contract Work:** To the best possible extent, contractor work of a significant nature should be reported to staff prior to the start of such work. This notification shall include location, date, and type of work. If the contractor work creates an unsafe or disrupted work environment, the employee and supervisor may find a reasonable alternate location to work. If such duties cannot be completed at a reasonable alternate location then the employee shall be permitted to work remotely.

6. **Working Alone:** If working alone at a worksite, a secretary may request to lock the door of their office when not expecting visitors (students, staff, families, etc.).

7. **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.

O. Medical Procedures

1. Employees may be required to provide medical procedures to students during the school day. All reasonable attempts will be made to obtain appropriate employee volunteers to perform such duties before the duty is assigned. 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. The employee may request additional training.

   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.

2. Secretaries 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.

   A secretary 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 secretary[OBJ][OBJ] shall establish a procedure identifying who shall serve as the second adult for the dispensing of medication.

P. Substitute List

   The District shall strive to maintain a list of Secretary substitutes among its retirees or through the District substitute system and make the list available to its employees.

ARTICLE 19:

DURATION OF AGREEMENT

This Agreement initially became effective as of July 1, 2026 and continues in full force and effect until 11:59 p.m., June 30, 2029. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2029 give written notice of termination.

BIRMINGHAM ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL (BAEOP)

By _____
Catherine Henne
President

By _____
Heather Guise
Vice President

By _____
Meli Zikakis
Membership Chair

By _____
Melissa DeGroat
Secretary

By _____
Sara Hollander
BAEOP Bargaining Team Member

By _____
Scott Warrow
Executive Director

BIRMINGHAM PUBLIC SCHOOLS

By _____
Dr. Susan Smith
Assistant Superintendent for Human Resources

By _____
Dr. Embekka Roberson
Superintendent

By _____
Nicole Spencer
Board of Education President

By _____
Jennifer Rass
Board of Education Vice President

SCHEDULE A:

COMPENSATION

2026-2027

All secretaries will move up one step. Secretaries on step 1 will move to step 3.
Steps 1 and 2 shall be eliminated.
Step 11 will be added.

2026-2027 Salary Schedule

		Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A	[redacted]	21.15	22.15	23.15	24.15	25.15	26.15	27.15	28.15	29.15
B	[redacted]	20.15	21.15	22.15	23.15	24.15	25.15	26.15	27.15	28.15

2027-2028

All secretaries will move up one step.
Step 3 shall be eliminated and Step 12 added.

2027-2028 Salary Schedule

		Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	[redacted]	22.15	23.15	24.15	25.15	26.15	27.15	28.15	29.15	30.15
B	[redacted]	21.15	22.15	23.15	24.15	25.15	26.15	27.15	28.15	29.15

2028-2029

All secretaries will move up one step.
Step 4 shall be eliminated and Step 13 added.

2028-2029 Salary Schedule

		Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
A	[redacted]	23.15	24.15	25.15	26.15	27.15	28.15	29.15	30.15	31.15
B	[redacted]	22.15	23.15	24.15	25.15	26.15	27.15	28.15	29.15	30.15

Longevity Scale 2026-2029

After Completing 5 years of service in BPS	**$.50/hour**
After Completing 10 years of service in BPS	**$.90/hour**
After Completing 15 years of service in BPS	**$1.10/hour**
After Completing 20 years of service in BPS-	**$1.30/hour**

Longevity pay will be processed to take effect on the date of the BPS service date anniversary and will be on the paycheck corresponding with the pay period of the anniversary date.

No out of district new hire will start above the lowest step in the 26-27, 27-28 and 28-29 school years. Starting rate for new hires from within the district will be discussed with the Association.

CLASSIFICATION ASSIGNMENTS

Classification A	**Classification A**	**Classification B**
Payroll	Community Ed.	Std. Act./Sup All, High School
	Maintenance	Attendance, High School
	Assessment	Counselors, Middle School
		Media, Middle & High Schools
SECRETARY	***SECRETARY***	Book Processor, Technology Services
Director/Community Relations	Counselors, High School	Receptionist, High School
Director/Student Support Services	Registrar, High School	Athletics, High School
Director/Instruction		Office Assistant, Elementary School
Director/Technology Services		Receptionist, Middle School
Elementary School Principal		Attendance, Middle School
Middle School Principal		Office Assistant, Middle School
High School Principal		
Maintenance		
Autistic		
Special Education		
Bookkeeper, High School		

EXHIBIT A:

SECRETARIAL AND CLERICAL PERFORMANCE REVIEW GUIDELINES

1. On an **annual basis**, secretaries shall receive job coaching and a performance review using the processes established in this Appendix.
2. All secretaries within the first year at a new position shall meet with their supervising administrator within the **first two weeks of employment** to discuss their job duties and expectations.
3. All secretaries shall meet at **once a year for a job coaching / performance** review meeting with their supervising administrator. The meeting shall before the conclusion of the work year (May-June).
4. The employee may suggest areas of performance they would like the supervisor to focus on in their review.
5. The administrator shall write a narrative following the last performance review of the school year. This written narrative will be shared with the employee and will be included in the personnel file. If the employee disagrees with the narrative, they may write and attach a response within thirty (30) days of receiving the written narrative.
6. The job coaching / performance review meetings should focus on a variety of topics, including but not limited to the following:

   *What are the performance areas the employee feels they have excelled at?
   *What are the performance areas the employee feels they need to improve upon?
   *What support does the employee feel they need to be more successful?
   How does the employee feel they communicate in written or oral formats? Are the communications timely and professional?
   How does the employee feel they handle stressful situations and particular times of the year that can be more difficult than others?
   How has the employee continued to advance their technical skills? Are resources or support needed?
   How has the employee prioritized their roles and responsibilities?
   How does the employee view their role in the building or department?
   How does the employee view themselves as a supportive member of the secretarial team (if applicable) or objectives of the building or department?
   How does the employee support the overall core business of supporting students?
   * Indicates that it must be included during the meeting and as part of the narrative.

7. Before putting an employee on a performance improvement plan, the employee must have been previously trained on any new job duty or technology. If not, then the training shall occur as soon as possible before a performance plan is considered.
8. If it is determined by the supervising administrator that the employee needs additional support, the administrator shall work with the employee and Association to develop a Performance Improvement Plan.
9. An Employee Performance Review Committee composed of two (2) members representing each party shall be established. The Employee Performance Review Committee shall be charged with the following:

   Assess procedural matters dealing with employee; performance review and
   Recommend changes in performance review policies and procedures. This committee shall meet as needed at the request of one of the parties to this agreement.

Performance Review Copies and Distribution

The performance review form shall be prepared and distributed as follows:
Original First Copy
Second Copy
Assistant Superintendent for Human Resources
Employee
Building File