

BIRMINGHAM EDUCATION ASSOCIATION

TENTATIVE AGREEMENT

FOR THE

2011/2012

2012/2013

SCHOOL YEARS

PRESENTED TO THE MEMBERSHIP ON

JUNE 28, 2011

Two year Agreement covering the 2011/2012 and 2012/2013 school years.
Effective date June 29, 2011, expiration date June 30, 2013.

CALENDAR CHANGES

Add one (1) day for the purposes of professional development at the start of the school year for each year.

For the 2011/2012 school year the "PD" day added will be on Monday, August 29, 2011. Teachers who are unable to attend the August 29, 2011 PD day will be required to make up the day added during the school year. The parties acknowledge this may require the teacher to be out of the classroom for make-up. Two alternative dates will be provided during the school year for make-up. Teachers absent on August 29 will be permitted to use a personal day to cover the absence.

For the 2012/2013 school year an instructional day will be added to the calendar.

The first three (3) days of the year will provide two and one-half (2½) days for professional development and a half (½) day for teacher classroom preparation.

MLK Day will be used for a full day of professional development.

Unified arts teachers and other specialists (i.e. social workers, school psychologists, etc) will be permitted to attend appropriate professional development provided by Oakland Schools or other approved professional development opportunities during the first three (3) days as permitted in previous years. To accommodate this schedule for 2011/2012 building meetings and the half (1/2) day of classroom preparation will be scheduled on Tuesday, August 30, 2011.

The parties will negotiate a calendar for the 2012/2013 school year. The calendar negotiated shall be submitted to the parties for ratification.

CHANGES TO LANGUAGE

1. Letter of Understanding extending Teacher Evaluation Committee.
2. Article VI (A)
3. Article VI (C) (4)
4. Article VI (D) (2)
5. Article VI (M)
6. Article XV (E)
7. Appendix D
8. Letter of Understanding regarding Professional Learning Communities

LETTER OF UNDERSTANDING
REGARDING REVISIONS TO ARTICLE XVI
"TEACHER EVALUATION"
AND THE
"BIRMINGHAM PUBLIC SCHOOL PLAN
FOR THE EVALUATION OF PERSONNEL"
REVISED SEPTEMBER 1996

WHEREAS, the State has enacted new legislation (2009 PA 205) requiring the evaluation system and procedures currently in place between the Board of Education ("BPS") and Birmingham Education Association ("BEA") be revised to comply with the requirements of the Legislation; and

WHEREAS, the parties are desirous of establishing a new evaluation system and procedures to address issues raised by the new Legislation; and have established a joint committee to prepare recommendations for a new evaluation system; and

WHEREAS, the committee has not completed its change;

NOW THEREFORE, the parties agree as follows:

1. The timelines established by the previous Letter of Understanding will be continued through August 2011.

BIRMINGHAM PUBLIC SCHOOLS

BIRMINGHAM EDUCATION ASSOCIATION

Its: _____

Its: _____

Dated: _____

Dated: _____

ARTICLE VI (A)

TEACHING HOURS AND CLASS LOAD

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

Teachers shall report in sufficient time before the start of the school day to be prepared for the arrival of students each day and may leave after the completion of their assigned duties. In those schools where there are two or more media specialists or two or more guidance counselors, their work day may be adjusted to a maximum of one (1) hour (earlier or later) with the mutual agreement of the media specialist or guidance counselor and his/her supervisor without being paid additional compensation. Said adjustment will not result in any alteration of the total daily time requirement.

1. Faculty meetings shall normally be held on a regularly scheduled day. There shall not be more than a total of **twenty (20) hours** of faculty meetings per year. ~~not to last more than one (1) hour beyond the teacher day.~~ **If scheduled at the end of the day, faculty meetings must begin within ten (10) minutes of the end of the student day.** Exceptions may be made to this provision for each teacher, who is assigned to a district wide department, to attend up to five (5) additional meetings during the school year that may be scheduled by such district wide department, and in the event of unusual circumstances requiring additional meetings.

Provided, however, the building FAC and administration may agree to use faculty meetings for the purposes of establishing professional development opportunities for the building staff. If such a determination is made, the building FAC and administration will develop a building professional development calendar coordinated with the district wide professional development calendar.

The building professional development opportunities will consist of up to ninety (90) minute blocks of professional development scheduled before or after the school day as determined by the building FAC and administration. Ninety (90) minute blocks for the purposes of building professional development opportunities is defined as a full ninety (90) minute period of time.

For the 2011/2012 school year, beginning with October, 2011, up to three (3) ninety (90) minute blocks may be scheduled. Beginning with the 2012/2013 school year up to five (5) ninety (90) minute blocks may be scheduled. Because of the school calendar and the scheduling of various recesses and other teacher obligations, scheduling of these building professional development opportunities will be no more than one per month for the following months: September, October, January, February, March, April and May.

Professional Development at the building level is defined to include PLC's, team time; assessments and other appropriate activities as defined by the building FAC and administration.

- 2. Beginning with the 2011/2012 school year up to four (4) delayed starts providing professional development opportunities may be scheduled.**

In addition, beginning with the 2011/2012 school year, the district may add up to one (1) hour of faculty meeting time to a ninety (90) minute district wide delayed start period for the purposes of offering professional development opportunities to the staff. These building and district wide professional development opportunities will be coordinated by the district Professional Development Calendar Committee and Building FAC so that only one of these opportunities will be scheduled in any week. The parties acknowledge that each faculty meeting hour used for professional development opportunities will reduce the amount of faculty meeting time available for faculty meetings by the time allocated for professional development.

If staff members use child care services through Midvale or Wee Care, the district shall provide free care for the extended faculty meeting time up to thirty (30) minutes.

- 3. In areas of defined need and with the mutual agreement of the teacher and his/her supervisor, based on the needs of the school, a teacher's work day may be adjusted (earlier or later) for up to one (1) class period per day. Said adjustment will not result in any alteration of the total daily time requirement.**

TEACHING HOURS AND CLASS LOADS

- (C) (4) All middle and high school teachers shall be entitled to a duty-free lunch period of a minimum of forty (40) minutes. **A teacher who is required to forego a duty free lunch period as a result of a meeting or other obligation scheduled by the administration shall receive compensation pursuant to Article XVIII (C) (2).**

TEACHING HOURS AND CLASS LOADS

- (D) (2) Each teacher servicing an elementary school shall be entitled to a duty-free lunch period which shall be for a minimum of forty (40) minutes. **A teacher who is required to forego a duty free lunch period as a result of a meeting or other obligation scheduled by the administration shall receive compensation pursuant to Article XVIII (C) (2).**

ARTICLE VI M (new)

Both the Board and the Association recognize the value of professional development opportunities for teachers. However, professional development opportunities that occur during the school day should not have an excessive impact on teacher planning time. Accordingly, if a teacher loses more than four (4) planning periods during the school year to professional development opportunities that last a half (1/2) day or more in duration, the teacher will be entitled to compensation pursuant to Article XVIII (C) (2). Note that missed preparation periods for field trips, personal absences or other non-professional development reasons will not entitle the teacher to this additional compensation.

ARTICLE XV (E) NEW

E. District Professional Development Calendar Committee

Prior to the end of each school year, no later than June 1, the district shall issue its Professional Development Calendar for the next school year.

- 1. The calendar will be prepared by a committee. Association representatives will include at least one (1) teacher from each level (elementary, middle, high school); unified arts and other special areas as determined by the Association. An equal number of administrators will be members of the committee.**
- 2. The charge of the committee is to recommend calendar and appropriate professional development opportunities to address new and continuing educational programs in the district.**
- 3. In selecting professional development opportunities the committee may survey the teaching staff on the opportunities provided each year and consider those results in determining future opportunities.**
- 4. In scheduling professional development opportunities, the committee shall comply with the provisions of this agreement.**
- 5. This provision will become operational at the start of the second semester for the 2011/2012 school year. Staff shall be surveyed and a professional development calendar will be prepared beginning with February 2012.**

APPENDIX D FLEXIBLE HOURS STAFF DEVELOPMENT FOR BIRMINGHAM TEACHERS

BIRMINGHAM PUBLIC SCHOOLS 2011/2012 SCHOOL YEAR 2012/2013 SCHOOL YEAR

~~Each school year teachers will be required to complete professional development hours mandated by law.~~ The district will provide some of these **all state required** professional development hours as set forth in the school calendar ~~towards meeting this requirement.~~ Teachers are responsible to complete the **any** difference in hours offered by the district and the hours mandated by law in accordance with the guidelines below:

PURPOSE OF FLEXIBLE HOURS STAFF DEVELOPMENT

Guidelines for acceptable use of staff development time have been established and are listed below. With those guidelines in mind, it is the purpose of this type of flexible staff development to accomplish the following:

- Provide individuals and small groups with the flexibility to determine appropriate staff development activities based upon their needs and district initiatives.
- Provide the flexibility for various forms of staff development including workshops, after-school training, conference attendance, or departmental, grade level or school projects.
- Link staff development directly to one's instructional responsibilities.
- Provide these options in an atmosphere of flexibility and choice with the intent of positively impacting student growth and achievement.

GUIDELINES

With the above stated purposes in mind, the guidelines for the acceptable use of flexible hours staff development are listed below. Any selected project, activity or workshop not provided by the district is to be approved by the principal or supervisor and must have the necessary forms completed. Guidelines include:

- A. For departmental or grade level projects, the pre-approved activity must be connected to...
 - Classroom instruction or one's core role if not a classroom teacher.
 - Anticipated student learning outcome in accord with BPS goals and standards.
 - Either current district/school initiatives or an approved new activity.
- B. School approved conferences or workshops on non-school hours or days may include...
 - ISD approved professional development activities.
 - Educational conference at the state or national level (those hour which are outside of the normal school day).
 - District sponsored in-service conducted after school or on non-school days.*
 - Off site workshops/conferences or relative and aligned topics.
- C. Classes taken relating to instructional responsibilities credit for which cannot be applied toward salary schedule credit.

D. Time spent serving on district, department, or school committees (outside the normal school day) relating to professional development as determined by the district over site committee comprised of two (2) administrative representatives and two (2) BEA representatives).

LENGTH OF ACTIVITY

For each specific activity, project or training, the activity should be at least one (1) hour in length, exclusive of breaks. Generally speaking, the one (1) or two (2) hour segments will take place in after-school staff development. A one-half (1/2) day activity is generally considered to be equivalent to three (3) hours. A full day is equivalent to six (6) hours.

REPORTING PROCEDURE

Each individual activity is to be recorded in the district's reporting system (current e.g., KALPA) and submitted to the principal or supervisor in advance for his/her approval. Approval shall be granted for activities that meet the guidelines listed above. Teachers are responsible for assuring that their required hours are appropriately recorded no later than June 1.

NON-COMPLIANCE

Any requests that do not meet guidelines will be modified or not approved by the principal or supervisor. Responsibility for identifying appropriate activities, completing the (KALPA) portfolio and seeking administrative approval rests with the individual teacher. Failure to complete the necessary hours and document the hours properly (KALPA) to be reviewed by the Office of Human Resources will result in salary deductions at the professional development/curriculum rate as cited in Article XVIII C5. No provisions will be made for make-up time subsequent to June 1 unless specific pre-approval is granted in writing by the principal and approved by the Assistant Superintendent for Human Resources, no later than May 1.

LETTER OF UNDERSTANDING REGARDING PROFESSIONAL LEARNING COMMUNITIES

The Birmingham Public Schools (“BPS”) and the Birmingham Education Association (“BEA”) agree as follows:

A Professional Learning Community (PLC) is a collaborative professional development model grounded within a range of principals, processes, structures, and activities that have as their focus the development of the knowledge, values, relationships, and practices that will have a positive impact on the learning outcomes of all students. A PLC calls for professional learning that is collaborative, focused on the classroom, based on inquiry process and supported by data collection and analysis. The PLC model recognizes the importance of input from staff, direction from administration, and shared/distributive leadership.

When designing professional learning for staff, planning needs to ensure that the learning is sustainable, that pedagogical change happens and student outcomes are improved. The PLC model may be applied to staff meetings, team periods (as described in Article VI (B)(2)(e), building-level committees (for example, education council, advisory teams), and common planning opportunities.

It is understood the district is still in the early phases of incorporating PLC principles and practices into daily operations, procedures and routines, and problems in such implementation are likely to arise. The parties encourage open dialogue between administrators and teachers in this process to promote a shared understanding of PLC methodology. It is understood and agreed that the scheduling and use of staff meetings, team periods, building-level committees, and common planning opportunities shall comply with the provisions of the master agreement. Specifically with respect to teachers’ preparation/planning time, building administrators shall ensure that the number of their meetings with teachers during such times is reasonable and that the times for such meetings are agreed upon mutually. Teacher(s) may ~~request a meeting with Association leadership and deputy superintendent~~ **appeal to the principal** if the teacher(s) believe the number of requests to meet is limiting their right to adequate planning/preparation time as provided for in the master agreement. **If the appeal to the principal does not resolve the issue, the teacher may appeal to the Building FAC. If the Building FAC does not resolve the issue, the teacher may file a grievance at Level II.**

For the Birmingham Public Schools

For the Birmingham Education Association

Its: _____

Its: _____

Dated: _____

Dated: _____

INSURANCE AND ECONOMIC PROPOSALS

ARTICLE XVIII

INSURANCE PROGRAM

- 1. Current MESSA coverage for 2011/2012.**
- 2. For each year of this Agreement teachers applying for health insurance coverage for themselves and their dependents, including Other Qualified Adults, shall pay ten percent (10%) of the premium costs as required by Section 22 (F)(A)(3) of the 2011/2012 school aid budget legislation. For the purposes of this section, health insurance is defined as medical, pharmacy, dental, vision, disability, long term care or any other type of benefit that would constitute a health care services benefit as defined by Section 22 (F)(A)(3).**
- 3. Either party may re-open this Agreement to bargain over increases in the amount of cash in lieu to be paid to those members not electing health insurance coverage for the 2012/2013 school year pursuant to Article XVIII (E)(6).**
- 4. The flex account system contained in Article XVIII (E) of the 2010/2011 Collective Bargaining Agreement is held in abeyance during the term of this Agreement. The provision is attached as Appendix ____ of this Agreement. For the 2011/2012 and 2012/2013 school years, the district shall increase the flex account by 4% and calculate reserves as if the flex account was in operation during the course of this Agreement.**
- 5. During the term of this Agreement the Association may add additional riders or other appropriate changes to the current MESSA health insurance program for the benefit of the members. The addition of these riders and other changes shall not require review by or approval of the Board of Education. The request to add riders or make other changes shall be submitted in sufficient time to be included in the open enrollment process for the following school year.**
- 6. Any cash reserve remaining in the flex account for the 2011 benefit year shall be applied as follows. Fifty percent (50%) of the reserve for the 2011 benefit year will be available to apply towards the ten percent (10%) co-pay on premium required by paragraph 2. The remainder will be a reserve carried over pursuant to paragraph 4.**

COMPENSATION

For The 2011/2012 School Year

1. 0% on schedule.
2. For teachers at Step 11 and above.
 - a. Each teacher at Step 11 and above shall receive an equal distribution from a fund equal to the per diem cost of one (1) day's pay for the entire membership of the BEA. (Per diem salaries will be calculated using the teacher FTE and salary on the first day worked; later changes in FTE or salary level during the year will not be accounted for.) The per diem will be calculated on the 2010/2011 calendar.
 - b. The estimated payment is between \$800 and \$900 per member. This payment is subject to taxes and other withholding.
 - c. Payment will be made in a lump sum prior to the end of September, 2011.
3. For teachers on steps
 - a. Teachers will advance 2/3 of their step. (See the attached step schedule for 2011/2012 incorporating 2/3 steps.)
 - b. Teachers will receive an additional one thousand dollars (\$1,000). One-half of the payment will be made prior to September 30, 2011; and one-half prior to January 31, 2012. (See attached Letter of Understanding regarding Pay For Performance). These payments are subject to taxes and other withholding.
4. Pay For Performance
 - a. The district has established a fund of at least \$350,000 per year for Pay For Performance.
 - b. Pay For Performance will be distributed based upon both building and individual performance. The distribution plan will be proposed through the Evaluation Committee, approved by the bargaining teams and submitted to the parties for ratification.
 - c. All funds allocated to Pay For Performance shall be distributed each year.
5. Beginning in the 2011/2012 school year, the district will offer voluntary Saturday and summer professional development compensation aligned with the district strategic plan, which will be compensated at the rate of two hundred dollars (\$200) per day. (See attached Letter of Understanding.)
6. New employees, those hired after July 1, 2011, will be placed on a 13 Step Salary Schedule attached. Teachers on this schedule will receive a full step for the 2012/2013 school year.

For The 2012/2013 School Year

1. 0% on schedule.
2. All staff shall receive an off schedule payment equal to two (2) days of the teacher's per diem salary. One day's pay prior to September 30, 2012 and the second day's pay prior to January 31, 2013. The per diem will be calculated on the 2010/2011 calendar.
3. Teachers on steps shall receive a one-third (1/3) step increase, resulting in teachers moving forward one total step above their 2010-11 salary step.

- 4. Teachers on steps shall receive an equal distribution from a fund of \$200,000 established by the Letter of Understanding on Merit Pay. One-half (1/2) will be paid by September 30, 2012 and one-half (1/2) by January 31, 2013.**
- 5. Full steps will resume for the 2013/2014 school year.**

LETTER OF UNDERSTANDING
ON THE ESTABLISHMENT OF A
TEACHER PAY FOR PERFORMANCE FUND

WHEREAS, the BPS and BEA have entered into a Letter of Understanding establishing an Evaluation Committee to develop a program consistent with the requirements of 2009 PA 205; and

WHEREAS, the parties have bargained the establishment of a fund to pay for the teacher performance program; and

WHEREAS, the parties have bargained an agreement to gradually phase in the program, as reflected in the following as to how the funds shall be distributed in the 2011/2012 and 2012/2013 school year;

NOW THEREFORE, the parties agree as follows:

1. The parties have established a fund of at least \$350,000 to be used to pay teachers pursuant to the pay for performance program.
2. For the 2011/2012 school year the parties have allocated (depending on the number of teachers to receive step salary increments for the 2011/2012 school year) approximately \$270,000 (calculated at \$1,000/member) to be paid to members who will not receive their full step salary increments for the 2011/2012 school year. The balance of the funds, approximately \$80,000, shall be used to fund the pay for performance program for the 2011/2012 school year.
3. For the 2012/2013 school year, the parties have allocated \$200,000 to be paid to members who will not receive their full step salary increments for the 2012/2013 school year. The \$200,000 shall be distributed equally among those members not receiving full step salary increments for the 2012/2013 school year. The balance of the funds available, \$150,000, shall be used to fund the pay for performance program for the 2012/2013 school year.
4. For the 2013/2014 school year, unless the funds available for the pay for performance program are changed through the bargaining process, at least \$350,000 will be paid to eligible members through the pay for performance program.

For the Birmingham Public Schools

For the Birmingham Education Association

Its: _____

Its: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
ON VOLUNTARY SATURDAY AND SUMMER
PROFESSIONAL DEVELOPMENT OPPORTUNITIES

WHEREAS, the BPS and BEA have agreed to the establishment of a voluntary professional development program for the summer and on Saturdays during the school year;

NOW THEREFORE, the parties agree as follows:

1. The district shall provide professional development opportunities aligned with the district strategic plan scheduled during the summer for staff and on some Saturdays. For the 2011/12 and 2012/13 school years, every staff member will be given at least one such opportunity to participate. The administration will provide a list of pre-approved professional development.

2. Pay for such participation shall be \$200 per day.

3. Teachers may propose other professional development opportunities aligned with the district strategic plan for Saturdays and the summer and receive \$200 per day if pre-approved by the administration.

4. Participation is voluntary; no teacher shall be compelled to attend.

For Birmingham Public Schools

For Birmingham Education Association

Its:_____

Its:_____

Dated:_____

Dated:_____

**STEP SCHEDULE FOR 2011/2012
INCORPORATING 2/3 STEPS**

Special Salary Schedule for 2011/2012 for employees hired prior to June 30, 2011

| SALARY STEP | LEVEL I BA | LEVEL II BA+15 | LEVEL III MA | LEVEL IV MA+15 | LEVEL V MA+30 |
|----------------|---------------|-------------------|-----------------|-------------------|------------------|
| 1 2/3 | \$42,262 | \$43,832 | \$46,333 | \$47,748 | \$48,710 |
| 2 2/3 | \$44,838 | \$46,452 | \$49,664 | \$51,068 | \$52,046 |
| 3 2/3 | \$47,571 | \$49,230 | \$53,228 | \$54,618 | \$55,610 |
| 4 2/3 | \$50,472 | \$52,174 | \$57,048 | \$58,416 | \$59,415 |
| 5 2/3 | \$53,547 | \$55,295 | \$61,145 | \$62,479 | \$63,485 |
| 6 2/3 | \$56,808 | \$58,592 | \$65,533 | \$66,822 | \$67,830 |
| 7 2/3 | \$60,271 | \$62,102 | \$70,238 | \$71,470 | \$72,472 |
| 8 2/3 | \$63,943 | \$65,820 | \$75,282 | \$76,437 | \$77,434 |
| 9 2/3 | \$67,838 | \$69,748 | \$80,687 | \$81,753 | \$82,732 |
| 10 2/3 | \$70,802 | \$72,769 | \$84,485 | \$85,544 | \$86,540 |
| 11 | \$71,616 | \$73,607 | \$85,458 | \$86,528 | \$87,536 |

13-STEP SMOOTHED SALARY SCHEDULE
FOR NEW EMPLOYEES, HIRED AFTER JULY 1, 2011

| SALARY STEP | LEVEL I BA | LEVEL II BA+15 | LEVEL III MA | LEVEL IV MA+15 | LEVEL V MA+30 |
|----------------|---------------|-------------------|-----------------|-------------------|------------------|
| 1 | \$40,604 | \$42,144 | \$44,206 | \$45,623 | \$46,575 |
| 2 | \$43,188 | \$44,765 | \$47,643 | \$49,031 | \$49,988 |
| 3 | \$45,772 | \$47,386 | \$51,080 | \$52,439 | \$53,401 |
| 4 | \$48,356 | \$50,007 | \$54,517 | \$55,847 | \$56,814 |
| 5 | \$50,940 | \$52,628 | \$57,954 | \$59,255 | \$60,227 |
| 6 | \$53,524 | \$55,249 | \$61,391 | \$62,663 | \$63,640 |
| 7 | \$56,108 | \$57,870 | \$64,828 | \$66,071 | \$67,053 |
| 8 | \$58,692 | \$60,491 | \$68,265 | \$69,479 | \$70,466 |
| 9 | \$61,276 | \$63,112 | \$71,702 | \$72,887 | \$73,879 |
| 10 | \$63,860 | \$65,733 | \$75,139 | \$76,295 | \$77,292 |
| 11 | \$66,444 | \$68,354 | \$78,576 | \$79,703 | \$80,705 |
| 12 | \$69,028 | \$70,975 | \$82,013 | \$83,111 | \$84,118 |
| 13 | \$71,616 | \$73,607 | \$85,458 | \$86,528 | \$87,536 |