

## **AGREEMENT**

THIS AGREEMENT entered into this 19<sup>th</sup> day of March, 2009, between the School District of Bloomfield Hills, Michigan, hereinafter called the "Board," and the Bloomfield Hills Education Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bloomfield Hills is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1 - RECOGNITION**

A. The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Michigan Public Act 366 of 1947 as amended by Michigan Public Act 379 of 1965, for all certificated teachers by the Michigan Department of Education and employed by the Board in educational positions, whether on tenure or in a probationary status, but excluding full- or part-time supervisory (such as teaching principals or teaching coordinators), administrative and executive personnel, system coordinators, office and clerical employees, per diem employees, all other employees and independent contractors. The bargaining unit specifically includes all of the following employees who meet the general criteria specified in the preceding sentence: classroom teachers, summer school and adult education teachers, who are regularly employed during the school year, driver education teachers, who are regularly employed during the school year, educationally certificated personnel in recreation positions who are regularly employed during the school year, contractual substitute teachers (not day-to-day substitutes), guidance counselors, media specialists, hearing therapists, visiting teachers, special education teachers, teachers of the homebound or hospitalized, and physical therapists and occupational therapists, school psychologists, school social workers, and speech therapists, whether or not assigned to a public school building.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Board shall give the Association advance written notice of any meeting where the aforementioned adjustment is to be made.

## **ARTICLE 2 - RIGHTS OF THE BOARD**

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Constitution and the laws of the United States and the State of Michigan.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

C. No provision in this Agreement shall be construed to prevent the Board from implementing the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

## **ARTICLE 3 – EMPLOYMENT CONDITIONS**

### **A. Standards**

The Board retains the exclusive authority to select and employ new professional personnel in the School District. However, in keeping with the high standards of the community, the Board agrees to the following statement in this regard:

1. To the extent possible, for positions that require a teaching certificate, only teachers who possess a provisional or professional certificate will be given consideration for employment.

2. It is the intent of the Board to hire teachers who shall be the holder of at least a Bachelor's Degree from an accredited college or university. To the extent possible, preference shall be given to teachers possessing a Master's Degree in the field in which they teach.
3. All teachers must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.
4. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.
5. Teachers who are on layoff from other Oakland County school districts will be interviewed for vacant teaching positions for which they are qualified and certified as those vacancies occur.

It is the responsibility of the BHEA to provide the Board with current lists of Oakland County laid off teachers.

6. At all levels, a representative of the department or grade level (if available) to which a prospective teacher or paraeducator is applying shall have an opportunity to interview the prospective employee and advise the building administrator as to the desirability of the candidate.
7. Preference shall be given to teachers regularly employed by the Board for all instructional positions in driver education, adult education (embracing subjects taught in the school system during the regular school year) and academic summer school. If a qualified teacher in the regular employment of the Board applies for driver education, recreation and adult education (embracing subjects taught in the school system during the regular school year) and academic summer school, that teacher shall be given the position.

**B. Qualifications:**

1. Definition

Qualifications are defined as follows:

- a. Meeting North Central Accreditation requirements and the "highly qualified teacher" requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

- or -

- b. For all teaching assignments including those not subject to the "highly qualified teacher" requirements;

- b(1) Having full state certification and an appropriate major for the assignment for which the individual was originally employed or for the position currently held by the individual.

- or -

- b(2) Having full state certification\* and a minor in the assignment and having successfully taught in that subject or level within the last five years.

- or -

- b(3) Having full state certification\* and the specific course work within a major field required by the instructional program needs.

- and -

- c. For positions not requiring a teaching certificate, having the valid license or certificate for their work assignment. Failure to have or keep such license or certificate shall invalidate the contract of such individual.

- \* Full state certification means having a valid Michigan teaching certificate and assigned to teach within the validity of the certificate.

- or -

b(4) Layoff and/or Recall of Tenured Teachers

In addition to the qualifications outlined in Article 3(B)(1(a)-(c) above, if a tenured teacher is subject to layoff and/or recall, upon the written request of the teacher, a determination of qualifications will include:

- Interview by an interview committee which includes administration, department head (at high school) or grade level representative (elementary) or content level representative (middle school).
- Review of personnel file and evaluations in other positions (if applicable).
- Review of any documents submitted by teacher.
- Panel recommendation to administration.
- Final decision made by administration.
- Teacher may appeal the decision in writing within three (3) days of receiving the decision of the administration. The appeal is to the superintendent or superintendent's designee. The decision of the superintendent or designee is final and binding.

**New:**

**If the above steps have not been completed in sufficient time for administration to comply with the layoff provisions of Article 3(D), administration will proceed with layoffs in accordance with Article 3(D). The determination of qualifications outlined in subparagraph (1)(b)(4) of this article will then be considered in conjunction with the recall of staff in Article 3(E).**

Foreign Language: In addition to the above qualifications, a teacher of foreign language must pass a fluency test administered by the School District.

Special Education Staff, including school social workers, psychologists, speech pathologists, occupational therapists, and physical therapists: Special education staff must meet the qualifications established by the State Board of Education in the applicable administrative rules and the "highly qualified teacher" requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

Elementary - General Education: The course work required to be considered qualified to teach at the elementary general education level is:

- a. A master's degree in teaching with a major in a general education subject area.  
- or -
- b. A minimum of 30 semester hours in a combination of the following (or similar) courses is required to be considered qualified to teach at the elementary level:
  - \* Language arts curriculum
  - Reading instruction
  - \* Mathematics curriculum
  - Educational psychology
  - Analysis of elementary school teaching
  - Reading in the content area
  - Science curriculum
  - Social science curriculum
  - Literature for elementary children
- c. In addition to the above, an early childhood (ZA) endorsement is required for grades K-2 or must be obtained within one year of assignment to the position.

\* A minimum of three semester hours in the language arts curriculum and three semester hours in the mathematics curriculum must have been completed within the five years immediately preceding the assignment. (If the semester hours were completed more than five years immediately preceding the assignment, a minimum of nine continuing education units (CEUs) in the subject areas will be accepted.) The language arts curriculum should include reading instruction, reading in the content area and literature for elementary children.

#### Guidance Counselor

A guidance counselor is required to have a counseling endorsement for the grade level of the assignment. A master's degree in guidance and counseling, or an equivalent counseling master's degree from an accredited college or university, is preferred.

#### **C. Seniority**

Seniority shall be defined as the total years of employment with the District from the most recent date of hire. Seniority will exclude all periods when employee is on unpaid leaves of absence (e.g., long-term disability, child care leave, educational leave). This paragraph will be effective for all leaves taking place on or after 8/22/02.

#### **D. Layoff**

1. In the event that it becomes necessary to reduce the numbers of teachers through layoff from employment, the following order of layoff shall apply:
  - a. Temporary employees.
  - b. Probationary teachers according to certification, qualification and seniority. (See Section F of this article for the seniority date tie breaker.)
  - c. Tenure teachers according to certification, qualification and seniority.
  - d. The Board will inform the Association regarding the potential of a reduction in staff.

2. No teacher shall be laid off without having received layoff notice of at least thirty (30) calendar days prior to June 30. Teachers to be laid off at the start of the second semester shall be notified at least 45 calendar days prior to the start of the second semester.
3. All notices of layoff and all notices of recall may be hand delivered, or sent by registered or certified mail to the teacher at the last known address, as shown on the records of the Human Resources Office.

**E. Recall**

1. Tenured teachers laid off will be recalled according to seniority to the first vacancy for which they are certified and qualified. (See Section F of this article for the seniority date tie breaker.)
2. Non-tenure teachers will be recalled contingent on their seniority, certification and qualification to the first vacancy for which they are eligible.
3. A teacher's eligibility for recall shall terminate if the teacher:
  - a. Resigns or employment by the Board otherwise terminates.
  - b. Fails to respond to the recall notice within ten (10) calendar days of receipt of such notice or fails to report, effective the first working day, to the teaching assignment to which recalled.
  - c. Lacks tenure status when layoff becomes effective and is not recalled by the conclusion of the last day of school of the ensuing school year.

**F. Seniority Date Tie Breaker**

In the event teachers subject to layoff and recall have the same certification and qualifications, and also have the same seniority date, the tie breaker will be the date the teacher signed the contract with the school district. If the contract signing date is the same, the tie breaker would be the following (in the order listed):

1. Pertinent previous teaching experience (in or out of district).
2. Any teaching experience (in or out of the district).
3. Pertinent certification.
4. Pertinent endorsement.
5. Pertinent additional college credit.

**G. Qualification Data**

Upon request, the Human Resources Department will provide to the Association a current seniority list that includes name, date of most recent hire, teacher majors and minors, certificate endorsements and kind of certificate held.

Each teacher is responsible for providing original copies of transcript(s) and teaching certificate(s) to the Human Resources Department on or before March 1 of each school year. Such information will be used for reduction and assignment of staff.

## **H. Continuation of Fringe Benefits**

Those individuals whose employment is terminated through layoff, and who have completed the school year, will have fringe benefits continued through the end of August of the school year in which they last worked.

## **I. Seniority List**

The employer will provide a seniority list which includes all certificated/licensed staff by most recent date of hire. This list will be presented to the Association on the first Monday each February.

## **J. School Closings – Special Provision for Tenured Teachers**

### Meet and Discuss

If a school is closed during the term of this contract, the Board and the BHEA will meet to discuss transfers and layoffs.

### Special Provisions for Tenured Teachers

A tenured teacher who is subject to layoff as the result of a school closing, and who:

- a. Holds a certificate valid for the position for which they are applying, meets the North Central Accreditation requirement and the “highly qualified” teacher requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws; but
- b. Does not meet the qualification requirements outlined in Article 3 (B) (1);

may be considered to be tentatively qualified for an available position through the following process:

1. Teacher requests to be interviewed to determine if he/she is qualified for the position.
2. The teacher will be interviewed by a panel consisting of administrators, two (2) teachers appointed by administration, and two (2) teachers appointed by the BHEA.
3. The panel will make a recommendation about qualifications of the teacher for the position.
4. Administration will make the final decision.
5. If the teacher is awarded a teaching position through this process, the teacher is required to attend district-funded (up to \$250) content or grade level professional development during the summer (when school is in recess) to prepare for the new assignment. The professional development will be collaboratively decided by the principal and the teacher. The teacher’s professional development plan will be provided to the principal by June 30.
6. The teacher will have a one year trial period to demonstrate competency in the position.
7. During the trial period, the teacher will be subject to evaluation.
8. If the teacher is rated less than satisfactory at the end of the first semester of the trial period, as determined by the administration, the teacher will be placed on an Individual Development Plan (“IDP”) setting forth the goals for improved performance.

9. If the teacher has not satisfactorily addressed the goals set forth in the IDP, as determined by administration, after a school year, the teacher may be placed in a vacant position for which they are certified and qualified (as provided in Article 3 (B)(1)(a)(b)(1-3)). If no vacant positions exist, the teacher will be laid off subject to the contract recall provision.
10. No part of the process outlined in 3(J) is subject to the grievance process.
11. This provision applies as follows:
  - Only to tenured teachers.
  - Only when the layoff is the result of a school closing.
  - Only for the school year in which the school is closed.
  - Expires on August 30, 2012.
12. The parties acknowledge that the procedure set forth above is designed to establish that a tenured teacher is qualified for the position assigned when the teacher has not met the contractual qualifications of Section B of this article. The parties further acknowledge that the criteria set forth in Article 3(b) are “qualifications” as defined by Article IV Section 5 of the Tenure Act and applicable to layoff and recall except for the special provisions set forth for trial periods established for school closings.

#### **ARTICLE 4 - ASSOCIATION RIGHTS**

- A.** Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, terms and conditions of employment, or by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment. The Association likewise agrees to uphold these teacher rights.
- B.** The Association shall have the privilege to use school building facilities at all reasonable hours for meetings on the same basis as any civic organization in the School District, as established by Board policy. Arrangements for such building use must be made with the building principal.
- C.** Authorized representatives of the Association shall be permitted to transact official Association business on school premises, provided permission is received from the building principal or designee. Such permission shall be granted if it does not interfere with or interrupt normal school operations.
- D.** Bulletin board space and mail facilities in each school building, including teacher mail boxes, shall be made available to the Association for official business. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes.
- E.** The Board agrees to make available to the Association a copy of any preliminary budgets approved by the Board, a copy of budgets submitted to the Oakland County Allocation Board, and a copy of such other statistics of financial information including annual financial or audit reports and Treasurer's reports, census and membership data, a copy of the school directory, a copy of the regular minutes of all Public Board meetings, a copy of all new hires, leaves and terminations of bargaining unit positions, monthly Bloomfield Hills School Enrollment reports and such other public information in possession of the Board and not readily available to the Association, to bargain intelligently, with respect to future collective bargaining agreements, or to process a grievance. It is understood that the foregoing shall not



be construed to require the Board to compile information or statistics not already compiled or to furnish a copy of any document which has not become a matter of public record.

**F.** The Board shall consult with officers and/or committees of the Association on any new or major revisions of educational policy, curriculum, or district-wide textbook adoptions which are under consideration. The Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

**G.** The investigation, initiation and presentation of grievances should be carried on outside working hours whenever possible. If the Association representative must use working hours to investigate or present a grievance, the representative shall first get the permission of the building administrator and then conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

**H.** The Association building representative shall be notified by the Building Administrator or designated representative in the scheduling of professional staff meetings.

**I.** Association Days

1. There shall be thirty (30) fully paid Association days per year for the duration of this contract to be used for Association business.
2. The Association has the option to purchase twenty (20) more days at the substitute teacher daily rate, plus FICA and retirement.
3. No teacher can use more than five (5) days except the president.
4. If the district administration requests the presence of a teacher at a meeting during the school day, the BHEA member is not required to use an Association day.
5. These days shall be used subject to the approval of the President of the Association.

**J.** The Board shall grant one half release time for the President of the Bloomfield Hills Education Association each year the student enrollment in the district is less than 7500 students.

**ARTICLE 5 - PROFESSIONAL RESPONSIBILITIES**

**A. Code of Ethics**

The Board is aware that the Code of Ethics of the Education Profession is presently considered by the Association and its membership to define acceptable criteria of professional behavior.

The Code of Ethics is attached as Appendix E.

**B. Performance Concerns**

The Association recognizes that abuses of temporary leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violation of discipline by a teacher reflect adversely upon the other teachers, and/or the teaching profession, and create undesirable conditions in the school building. Such abuse may be brought to the attention of the Association Building Representative. If the abuse is continued, the teacher shall be subject to appropriate discipline.

**C. Participation**

Voluntary participation in in-service and curriculum development based on personal interest and ability is a desired objective. The administration may assign an individual to curriculum development and in-service participation within the confines of the regularly scheduled school day.

## **ARTICLE 6 - AGENCY SHOP**

### **A. Membership is not Compulsory**

Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall coerce or discriminate against a teacher as regards such matters.

### **B. Join Union or Pay Service Charge**

Except as provided elsewhere herein, all teachers in the bargaining unit shall, on the 45th day following the beginning of the school year, beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, either:

1. Become members of the Association, or
2. Pay a service charge equal to the amount of the periodic dues required by a member of the union, which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to Political Action Committees. Such contributions, through a payroll deduction, require voluntary authorization as required by the Michigan Campaign Finance Act.

### **C. Failure to Join Union or Pay Service Charge**

If a teacher does not join the Association or pay a service charge to the Association, either directly or through a voluntary deduction authorization, by the 45th day as required, the Association may request that the employee be terminated, and upon that request, the teacher's services shall be terminated in conformance with the Michigan Tenure of Teachers Act; provided the Association has notified the affected employee of the obligation under this Article and given the employee a period of ten days from receipt of such notice for tenure of such obligation. A copy of such notice shall be sent to the Board. The Association shall then notify the Board in writing (copy to the employee) that the employee has not fulfilled the obligation by the requisite date.

### **D. Payroll Deduction**

If a teacher does not pay the dues or service charge directly to the Association, the employee may execute a written authorization to the Board for deductions from pay. Authorizations once filed with the Human Resources Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Board's Human Resources Office, provided a revocation filed after September 1 of any year shall not be effective until the first paycheck due in the following school year. Membership dues shall be unified professional dues which include dues to the Bloomfield Hills Education Association, Michigan Education Association, and National Education Association, but shall not include fines or assessments.

### **E. The Procedure for Deductions shall be:**

1. Individual authorization forms will be furnished by the Association and, when executed, the Association will send the authorization to the Human Resources Office.
2. Authorizations must be filed with the Human Resources Office one (1) week prior to the second scheduled payday of the month the first deduction is to be made.
3. Dues shall be deducted in an equal amount in 18 equal installments for nine (9) months, beginning in October and ending in June each year.
4. The Board will reimburse any teacher for deductions made in excess of the proper deductions, unless the dues have been transmitted to the Association, in which case the Association agrees to reimburse the teacher.
5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Human Resources Office of the amount of its authorized dues, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorization. The amounts of the deduction for such dues are not subject to change during that entire school year. However, if a teacher's full-time equivalency (FTE) changes after the beginning of the first semester, the deduction for dues will be adjusted at the beginning of the second semester to reflect the change.
6. Dues deducted shall be promptly transmitted to the Association after each payroll period, along with an alphabetical list of employees from whom deductions are made. The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

**F. Public Employment Relations Act**

The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act; Act 379, of the Michigan Public Acts of 1965 as amended from time to time.

**G. Defense and Indemnification**

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and,
2. The Board 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.
3. Any challenge by a teacher to this Article is not subject to the grievance procedure contained in Article 11, but must be referred to the Michigan Employment Relations Commission.

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

## **ARTICLE 7 - TEACHER RIGHTS**

### **A. Michigan General School Laws**

Nothing contained herein shall be construed to deny or restrict rights a teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **B. Full Rights of Citizenship**

Teachers shall be entitled to full rights of citizenship and no religious activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

### **C. Private Life**

The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as the teacher's competency and effectiveness are not impaired.

### **D. Association Representation**

The teacher shall be entitled to Association representation and the Association shall be contacted in the event of any disciplinary action which involved more than a written warning that is related to violation, misinterpretation and/or misapplication of any provision in this Agreement. However, in matters concerning a teacher's moral integrity, the Association shall be contacted only if the teacher so requests.

### **E. Just Cause Discipline**

No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure in Article 11. All information forming the basis for disciplinary action shall be made available to the teacher. This information can be made available to the Association, with the teacher's approval.

### **F. Personnel File Review**

Teachers shall have the right, upon request, to examine the contents of his/her personnel file except for pre-employment information such as, but not limited to, references, closed placement file and interview forms.

1. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.
2. All communications, including evaluations by administrators, commendations and validated complaints (as set forth in Article 10, Section D) directed toward the teacher

which are included in the personnel file shall be called to the teacher's attention at the time of such inclusion.

3. A teacher shall have the right to prepare a written response to any communication placed in his/her personnel file. The written response will be attached to the item about which the response is written.

**G. Wearing Insignia**

No teacher shall be prevented from wearing reasonable official insignia, pins or other identification of membership in the Association on school premises.

**H. Videotaping**

Teachers will be videotaped for purposes of evaluation or demonstration only with their prior knowledge and consent. The conditions under which a demonstration videotape is made shall be agreed to between the parties prior to the beginning of the taping. Where a written release is required on request, the teacher shall sign the release before the taping is started.

**ARTICLE 8 - ACADEMIC FREEDOM**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Arbitrarily forcing a teacher to use a specific style, technique, or procedure of instruction shall be considered a breach of academic freedom. This shall in no way usurp the prerogative of the Board in establishing district standards with respect to curriculum, textbooks and teaching tools as set forth by the Michigan School Code.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

**ARTICLE 9 - TEACHER PROTECTION**

**A. Special Children**

The Board acknowledges that special children may require special assistance. Whenever it appears that a student requires special assistance, the Board will take steps to provide, if needed, psychological services, social work services, speech therapy, homebound services, occupational/physical therapy, work study, teacher counseling, intensive support, learning resource center and the support of the police liaison officer.

**B. Control of Classroom**

The Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance and control of the classroom. A teacher may exclude a pupil from one class period at the secondary level when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. When requested, the teacher will furnish the principal, as promptly as teaching obligations will allow, a written

and signed report including full particulars of the incident. A teacher may use such force as is necessary for self-protection from attack or to prevent injury to another student. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.

**C. Complaints by Parent**

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. If a question of breach of professional ethics is involved, the Association shall be notified. If a formal complaint is filed against a teacher with an administrative agency or a teacher is sued as a result of action taken by the teacher relating to their normal scope of duties, which the Board determines was in accordance with and within the scope of the teacher's duties, authority and Board policy, the Board will provide legal counsel for the teacher with respect to such complaint or law suit.

**D. Physical Assault Upon a Teacher**

Any incidents of physical assault upon a teacher or the teacher's property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the teacher if the Board determines that the teacher was acting in accordance with and within the scope of teacher's duties and authority and Board policy. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

**E. Special Clothing and Safety Devices**

The Board shall continue to provide in sufficient quantity, special and protective clothing and safety devices to those teaching positions that have used them in the past as required by the nature of the teaching assignment, furnished and uniformly used throughout the school system, and shall provide for the maintaining or replacement of such articles. This provision shall apply only to industrial arts, family and consumer science, science, physical education, and various craft classes.

**F. First Aid, Medication, Transportation of Students**

No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. In a medical emergency, teachers are expected to respond in a professional manner and immediately contact appropriate emergency medical services (for example, calling 911) and also contact or arrange for parental notification of the emergency situation.

**ARTICLE 10 - TEACHER EVALUATION**

**A. Written Evaluation as per Board Policy**

The work performance of all teachers shall be evaluated in writing and comply with all applicable provisions of the Teachers' Tenure Act.

**B. Evaluator**

The building principal or other designated administrator will conduct evaluations. Administrative interns will not evaluate teachers, but they may participate in the evaluation process.

### **C. Monitoring and Observation**

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. At least one of the observations will be prearranged.

### **D. Probationary Teachers**

“Probationary Teachers” shall include those bargaining unit members so defined within the Teachers’ Tenure Act, as well as those bargaining unit members, during the first four (4) years of employment, who are not covered by the provisions of the Teachers’ Tenure Act. Probationary teachers shall also include those bargaining unit members assigned to the International Academy. Probationary teachers may be terminated at the sole discretion of the Board during the probationary period.

#### *1. Written Evaluation*

By April 30 of each probationary year (or at least 60 days prior to anniversary date, if applicable), the administrator conducting the evaluation will furnish the written evaluation to the human resources office. A copy shall be furnished to the teacher.

#### *2. Teacher Submission of Information*

Within sixty (60) days of receipt of the written evaluation, the teacher may submit to the human resources office any written response or comment regarding the evaluation and such will be maintained within the teacher’s personnel record.

#### *3. Grievance Procedure*

The determinations of the evaluator and content of the evaluation shall not be subject to the grievance procedure. A grievance may be processed only where the teacher asserts that the evaluation procedure as set forth within Article 10 (D) of this agreement has been violated.

### **E. Tenured Teachers**

“Tenured Teachers” for the purpose of this article, shall include those bargaining unit members who have attained tenure pursuant to the Teachers’ Tenure Act as well as those not covered by the tenure act who have completed four (4) full school years of employment with the school district within the bargaining unit.

#### *1. Evaluation Schedule*

Tenured teachers will be formally evaluated at least once every three (3) years, or more often, at the discretion of the administration. At the beginning of the school year, tenured teachers scheduled for a formal evaluation will be notified by the building administration and the teacher’s evaluator(s) will be identified. The evaluation schedule may be altered for reasons such as, but not limited to, a return from leave of absence, a transfer, a change in subject/grade assignment, or if performance concerns arise. The performance evaluation shall be based, in part, on at least two (2) observations conducted during the period covered by the evaluation, one of which will be at least thirty (30) minutes in length.

2. *Teacher Submission of Information*

Within sixty (60) days of receipt of the written evaluation, the teacher may submit to the human resources office any written response or comment regarding the evaluation and such will be maintained within the teacher's personnel record.

3. *Individualized Development Plan (IDP)*

A program of assistance/IDP may be initiated at any time, and shall be provided whenever a tenured teacher receives a less than satisfactory performance evaluation.

**F. Videotaping**

Teachers will be videotaped for evaluation only with prior knowledge and consent. An evaluation videotape shall be the property of the teacher. The evaluator, principal, and teacher shall view the videotape in the teacher's presence unless the teacher elects not to be in attendance. The teacher shall determine other parties who may view the videotape.

**G. Teacher Evaluation Booklet**

The parties acknowledge that the Teacher Evaluation Booklet is the product of a collaborative effort and contains guidelines, performance criteria, and instruments for the evaluation of bargaining unit members and is intended to provide both teachers and evaluators with a working outline of the performance evaluation process. However, the Teacher Evaluation Booklet is not intended to supersede this article and the provisions of this article shall solely control the evaluation process and prevail should any conflict exist between the two. Likewise, the provisions of the evaluation booklet shall not constitute the basis for any grievance, the parties acknowledging that such is not deemed to be part of this agreement.

**H. Evaluation Instrument and Procedure**

The evaluation instrument and procedure contained in the September, 2002 Teacher Evaluation Booklet shall be continued in effect during the term of this collective bargaining agreement. Until revised by agreement of the parties, the evaluation of non-classroom personnel will use the evaluation instrument employed prior to September 2002. The parties will establish a committee of up to six (6) members from each party to evaluate and review revisions to the instrument and procedure contained in the September 2002 Teacher Evaluation Booklet and to develop a form and procedure for the evaluation of non-classroom personnel. Any changes to the evaluation instruments will be by mutual agreement of the parties.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**A. Purpose of Procedure**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Proceedings shall be kept as informal and confidential as may be appropriate. Full and free communication between the principal or the supervisor and the teacher is not to be inhibited by the injection of any third party or Association representative unless formal grievance procedures are contemplated or formal disciplinary action by the principal or supervisor is anticipated.

**B. Definitions**



1. A "Grievance" is a claim based upon a teacher's, group of teachers', the Association's or the Board's belief that there has been a violation, misinterpretation or misapplication of any provision in this Agreement.
2. The "Grievance" procedure shall not apply to any matter which is prescribed by law.
3. An "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the claim and any person who might be required to take action in a claim, or against whom action might be taken in order to resolve the claim.
5. Who May File A Grievance: A grievance may be filed by an aggrieved teacher. A grievance may be filed by the Association whenever the grievance applies to more than one building and/or a group of teachers with a common complaint has requested such action of the Association.

### **C. Processing Grievances**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. If either party finds it impossible to meet the maximum number of days indicated at any of the steps, then that party shall give the other party written notice that a five (5) school day extension is necessary to prepare the case for the next hearing. As soon as a party discovers that the time limits provided hereinafter have been violated, then that party shall so notify the delinquent party. After notification, a five (5) school day "grace" period shall commence. Failure to respond within the maximum number of days indicated at any level (plus the five (5) school day "grace" period extension) shall result in the delinquent party losing the grievance. The time limits specified may, however, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

1. Level One
  - a. Discussion with Immediate Supervisor or Principal: A teacher with a grievance shall first discuss it with his/her immediate supervisor or principal. The meeting will be held within twenty (20) school days from the time of the incident over which the teacher is aggrieved or has reasonable ability to have knowledge of the incident. At his/her option, the teacher may invite an Association representative to be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally. However, the teacher will assure the principal (supervisor) that the topic under discussion is, in fact, a grievance. Where the object of a grievance is an ongoing (continuing) violation, misinterpretation or misapplication of any provision in this Agreement, then the above time limits shall not apply.
  - b. Initiating Grievance at Level Two: Upon mutual agreement between the Association and the Board, a grievance may be initiated at Level Two. The grievant must notify the immediate supervisor that such a request will be made prior to making the request.

2. Level Two

- a. Written Grievance: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievance may be filed in writing with the Association or its representative within five (5) school days after the decision at Level One.
- b. Referral to Assistant Superintendent for Human Resources and Labor Relations: If the Association decides either that the grievance lacks merit or that the decision at Level One is in the best interests of the educational system, it shall so notify the teacher and the Assistant Superintendent for Human Resources and Labor Relations in writing within five (5) school days, and the matter, insofar as the Association is concerned, is terminated. If the Association decides that, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Assistant Superintendent for Human Resources and Labor Relations within five (5) school days.
- c. Meeting Within Five School Days: Within five (5) school days after the Assistant Superintendent for Human Resources and Labor Relations receives a grievance, the Assistant Superintendent for Human Resources and Labor Relations and/or the appropriate instructional administrator shall meet with the aggrieved teacher and a representative or representatives (maximum five) of the Association in an effort to resolve the grievance. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing.
- d. Grievances Filed By Board: All grievances filed by the Board shall commence at this Level. If the Board files the grievance, then the Board becomes the moving party and the Association becomes the responding party. The Board shall file the grievance by sending notice, in writing, to the President of the Association. The appropriate Association committee, including the President, shall then arrange a meeting with the Superintendent within five (5) school days after receipt of the written grievance in an attempt to resolve such grievance.

3. Level Three

- a. Request for Arbitration: If the grievance is not settled at Level Two, either the Board or the Association may, within twenty (20) school days after the date of the written decision at Level Two, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice on an Arbitration Demand Form delivered to the other party.
- b. Mutually Acceptable Arbitrator: Within five (5) school days after the date of a written request for arbitration, the Assistant Superintendent for Human Resources and Labor Relations and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, either the Board or the Association may, within ten (10) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
- c. Decision of Arbitrator: The arbitrator shall hear the grievance and shall render a written decision within thirty (30) days from the close of the hearing. The

arbitrator's decision shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree that the award of the arbitrator shall be final and binding.

- d. Authority of Arbitrator: The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement.

The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

- e. Termination of Probationary Teachers Not Subject to Arbitration: The termination of probationary teachers shall not be subject to arbitration except in cases of violation of the evaluation procedure.

- f. Teacher Tenure Act v. Arbitration: The arbitrator will have no authority to decide any matter regarding discipline or dismissal of a teacher where an appeal has been filed pursuant to the Michigan Teachers' Tenure Act and the Tenure Commission has assumed jurisdiction of the matter.

A teacher shall not have multiple methods of seeking redress in a matter and is restricted to a choice of appealing to the Tenure Commission or having the Association file for arbitration, but not both.

Upon receipt of the Board of Education's decision after the local hearing, as provided for in the Michigan Teacher's Tenure Act, a tenured teacher may elect to appeal the decision to the tenure commission or file a grievance at Level Two, but not both. The grievance must be filed within thirty (30) days from the date of the Board of Education's written decision.

- g. Arbitrator's Fees and Expenses: The arbitrator's fees and expenses (including per diem, travel and subsistence expenses, if any) shall be paid according to this formula:

- 1) The losing party shall pay one hundred percent (100%) of the cost.
- 2) In the event neither party is clearly defined as the losing party by the arbitrator, then all of the arbitrator's fees and expenses shall be shared equally by the two parties.
- 3) The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

#### **D. Rights of Teachers to Representation**

1. Representation by Someone Other Than the BHEA: The grievant may be represented at all stages of this grievance procedure by a person of the teacher's own choosing, except that the teacher may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be given advance written notice and shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice shall be given the other party in advance if counsel is to be present.
2. Individual Presentation of Grievance Through Step Two: An individual teacher may present a grievance and have the grievance adjusted through Step Two (excluding arbitration) without intervention of the Association, if the adjustment is consistent with the terms of this Agreement. The Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.

#### **E. General Provisions**

1. Proceedings Private Until Decision Reached: During the pendency of any proceedings and until a determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. No Reprisals For Participating in Grievance Process: There shall be no reprisals by administrative personnel against any party, the Association Representative, or any other participant in the grievance procedure for participating in the grievance process. The Association agrees there shall be no coercion or reprisals against any member of the Board or Administrative personnel.
3. Grievance Documents Filed Separately: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
4. The Board May Process Grievance At Next Level: Level One of this grievance procedure may be passed to the next level for any reason as determined by the Board or its representative (e.g., no authority to make the judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above levels.
5. Handling Grievances on Non-work Time: It is assumed that grievance problems will be handled at times other than when the teacher is at work, and that members of the Association and the Board will be present to process grievances promptly.
6. Preservation of Association Right To Be Present At Grievance Steps: If a teacher pursues the grievance without Association support as prescribed in Level Two, the right of the Association to be present and to present a view at hearings in Levels Two and Three is preserved. The Association is also to receive copies of written decisions at all Levels. The Board shall send the Association advance written notice of all such hearings.
7. Association Commencement of Grievance At Level Two: If more than one teacher has a similar complaint which has been individually discussed as provided in Level One, the Association may file a grievance to be commenced at Level Two, in lieu of individual grievances.
8. Grievance Filed After May 15: The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a

grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

9. Presence of Grievant: If the employee elects to be represented, the grievant may still be present at any level of the grievance procedure where the grievance is to be discussed. The aggrieved need not be present where it is mutually agreed to that no facts are in dispute, and that the sole question is the interpretation of this Agreement.
10. Grievance Not to Interfere With Management Responsibilities: The filing of a grievance shall not interfere with the right of the Board to carry out its management responsibilities, subject to the final decision of the grievance.
11. Payment of Interest: Where the object of a grievance is money and/or services withheld and the final decision results in restoration of said monies and/or monies equivalent to services withheld, the losing party shall pay interest on the money according to the following formula:
  - a. One (1) percent per month when the amount is one hundred dollars (\$100) or more per individual.
  - b. No interest is to be paid when the amount is less than one hundred dollars (\$100) per individual.
  - c. In computing the interest, the time involved shall be rounded off to the nearest full month.
  - d. In computing the interest, the time involved shall begin with the date the grievance is filed and end with the date of the final decision.
  - e. The parties shall be held harmless due to inadvertent errors (such as computer or clerical errors).
12. Consent to File Grievance: The Association is prohibited from processing a grievance for an employee or group of employees without the consent of the individual(s) concerned.
13. Conflicting Decisions: Grievance decisions with individual employees which appear in conflict with this Agreement may be aggrieved by the Association beginning at Level Two.

## **ARTICLE 12 - PHYSICAL TEACHING CONDITIONS**

**A.** The availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

### **B. Physical Environment**

1. Safe Environment: To protect the health, welfare and safety of students, the Board shall observe and maintain all state and local codes and laws. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of

safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal. Teachers shall not be required to work under unsafe or hazardous conditions not of their making or to perform tasks which endanger their health, safety or well-being.

Each teacher will be assigned a classroom or appropriate teaching area and adequate storage space for instructional materials.

If a problem exists it will be resolved between the building administrator, the teacher involved, and the Association representative.

2. Telephones: Telephones shall be available for teacher use, for professional and/or emergency purposes.

Work space and computers or access to computers will be provided for special education personnel who are responsible for writing reports.

3. Parking: Adequate off-street paved parking facilities shall be provided and properly maintained and reserved for teacher use.
4. Equipment: The Board agrees to make available, on a reasonable basis for the exclusive purpose of preparation, duplication, or reproduction of classroom instructional material, its typing, duplicating, and reproducing equipment. Wherever possible, or practicable, as determined by the building administration, clerical personnel shall be made available for the duplication or reproduction of written tests, work sheets, study sheets, maps, and transparencies.
5. Texts and Materials: The Board agrees to continue to provide the following: copies of approved texts and/or teaching and student materials used in courses teachers are to teach. However, in the absence of the materials required to teach an objective, that objective may be modified. This decision will be made by the instructional staff involved subject to the approval of the appropriate administrator.
6. Vending Machines: The Association or the building administrator shall be permitted to install, operate, and maintain vending machines in the staff lounge. Payment for supplies of these machines shall be taken care of by the building administrator and/or the Building Representative.

## **ARTICLE 13 - TEACHING HOURS AND LOADS**

### **A. Increase in Length of School Day**

The parties have agreed that if the Revised School Code requires an increase in instructional hours, the parties agree to negotiate on the method for bringing the District into compliance. If required, the parties agree that the length of the school day and/or teaching clock hours will be increased, as necessary, to meet the requirements of the Revised School Code.

### **B. School Day**

1. Teachers  
The normal school day for teachers will be a total of seven (7) hours and twenty-five (25) minutes, including up to 320 minutes of assigned time, a preparation time and a duty-free

lunch period. The five (5) minutes added to assigned time beginning in the 2005-06 school year shall be instructional time in the teacher's classroom.

Wing Lake Satellite Programs: The normal school day for teachers assigned to the Wing Lake Satellite Programs will be a total of seven (7) hours and twenty-five (25) minutes, including up to 370 minutes assigned time, a preparation time, and a duty-free lunch period.

2. Guidance Counselors

The normal school day for guidance counselors will be 7 hours and 25 minutes, including a duty-free lunch period, lunchroom duties, responsibilities to regulate student conduct and protect students on school property, and other responsibilities as assigned by the principal. A guidance counselor will not receive a preparation period.

Guidance counselors are required to perform the supplemental duties specified in Article 13 Section F. Guidance counselors are also required to attend parent-teacher conferences and will be provided adequate released time for this purpose in accordance with Article 13, Section J — Parent-Teacher Conferences. (The compensation time provided for teachers is also provided for guidance counselors who attend the after school and evening parent-teacher conferences.)

A separate Memorandum of Understanding (MOU) which outlines certain duties of guidance counselors is maintained by the BHEA and the Board of Education (through the Assistant Superintendent for Human Resources and Labor Relations). The MOU is considered to be part of this labor agreement.

3. Compliance

If teachers fail to comply with these times, the building administrator may bring it to the attention of the teacher. Repeated abuse will require written communication to the teacher involved. Circumstances may call for variations from this schedule, but the time intervals in the various schools will be on a continuous basis and not exceed the limits indicated.

**C. Teacher Lunch Period**

A duty-free, uninterrupted lunch period shall be provided as follows:

High School	25 minutes
Middle School	30 minutes
Elementary	35 minutes
Wing Lake	35 minutes

**D. Teaching Load**

1. The normal teaching load will be as follows:

a. Normal Full Week

The normal full week for all teachers shall not exceed twenty-six hours and forty minutes of teaching clock hours. In the elementary school, included in twenty-six hours and forty minutes of teaching clock hours are eating in the classroom with students, student arrival and dismissal, bus supervision, and duty assignments (i.e. supervision of recess on a rotating basis).

Wing Lake Satellite Programs The normal full week of teachers assigned to the Wing Lake Satellite Programs shall not exceed thirty hours and fifty minutes of teaching clock hours.

b. Recess Duty

If teachers are assigned duty, then administrators will schedule teachers for recess duty on a rotating basis according to the following prioritized criteria:

1. Solicit scheduling input from teachers.
2. Schedule staff who are currently teaching less than a weekly average of 320 minutes per day. Teachers should not be assigned recess duty on a day when their assigned time exceeds 320 minutes.
3. Assign BHEA certified staff on a rotating basis.
4. On a day when the permanent building sub is not assigned he/she will have recess duty.

c. Teachers to be Available Before and After School

It is expected that teachers will be available to students before and after school on a need basis; this time is not part of the twenty- six (26) hours and forty minutes of teaching clock hours. Teaching responsibilities include time between classes.

d. Middle School (grades 6-8)

In the middle school, block teachers will, in grades 6 through 8, be scheduled daily for one (1) preparation period and one (1) team-planning period. Teachers of non-block classes, in grades 6 through 8, will be provided with one (1) preparation period on a daily basis. Any additional unscheduled time within the normal school day may be used as instruction team planning time unless otherwise scheduled.

Middle school elective teachers in grades 6 through 8, excluding special education staff, may be provided with a team-planning period contingent on budget, enrollment and program needs as determined solely by the administration.

School Consolidation

In the event of school consolidation which changes the configuration of elementary and middle schools, teachers in grades 4 and 5 will be considered as elementary teachers with respect to this article.

e. High School

(1) Six Period Day:

In the high school, there will be a five-period teaching assignment in a six-period day.

(2) Seven Period Day:

In a seven-period high school day there will be a five-period teaching assignment. In the seven-period day each full-time teacher will have an additional 25-minute daily assignment for the school year or a fifty-minute daily assignment for one semester.

Duty Assignment:

The twenty-five (25) minute assignment for full-time teachers will be professional in nature, i.e., departmental labs, department head responsibilities,



advanced placement responsibilities, G.T. coordination, curriculum development and/or special projects. These examples are not all inclusive. The Association acknowledges that teachers have a responsibility to regulate student conduct and protect all students on school property. Because of this necessity, principals may have supervisory assignments for which teachers may volunteer as their twenty-five minute assignment. If there are not enough volunteers, these assignments will be rotated among the available teachers during the semester and/or year.

Full-time teachers may request a fifty-minute duty assignment in lieu of the twenty-five minute assignment. Requests must be made to the principal by May 1.

(3) Block Schedule - Seven Period Day:

Each full time teacher will teach five of seven block classes in the 2008-09 and 2009-10 school years. Effective in the 2010-11 school year, high school teachers teaching in the block schedule will teach six (6) out of seven (7) block classes, not to exceed class size maximum per Article 14.

Committee:

- A committee will be established to consider alternatives to the high school teaching schedule, including but not limited to teaching six (6) out of eight (8) classes. The committee will be established in the fall of 2009 and submit its findings to the parties in the spring of 2010 for consideration.
- The committee will consist of an equal number of teachers and administrators. Each party will select its participants to the committee.
- Alternatives to the six (6) out of seven (7) teaching model must be instructionally sound and teacher cost savings in the new model must save within 10% of the teacher cost savings from a six (6) out of seven (7) option. If the alternatives do not meet these two standards, the high school teachers' schedule will default to teaching the six (6) out of seven (7) block classes.

f. Creative Arts and Instrumental Music Teachers

Creative arts teachers in the areas of elementary art, vocal music and physical education shall have no more than twenty-six hours (26) and forty minutes of instruction assigned during the normal school week. (Teaching responsibilities include time between classes, and recess supervision for elementary teachers.)

Scheduling considerations will be given to those teachers who are assigned more than two buildings. Every attempt will be made to have creative arts teachers in no more than two buildings and instrumental music teachers in no more than four buildings.

2. Preparation Periods will be as follows:

a. Middle School and High School

Teachers will have a preparation period each day in the high school and middle school.

b. Elementary

Preparation time will be a minimum average of five (5) hours per normal work week (5 days) plus the duty-free lunch period. Although the minimum average

preparation time is five (5) hours per normal work week, the goal is to provide an average of 5 ½ hours of preparation time per normal work week. The principal and staff at each elementary building will develop the preparation time schedule for that building. The increase in preparation time shall not cause a reduction in instructional time with students. The preparation time schedule is subject to the approval of the Assistant Superintendent for Elementary Instruction or other designated administrator.

Preparation periods for the elementary teacher will be achieved by creative arts teachers taking over classes for instruction in their particular area and by any combination of the following:

- 1) By the rotation of morning and/or afternoon recess duties with other teachers. Scheduling shall be subject to the principal's approval.
- 2) By the rotation of duties in student lunchroom.
- 3) This list is not all-inclusive.

c. Elementary Team Planning

Elementary classroom teachers shall be released a minimum of 21 hours per school year for the purpose of team planning.

The principal and staff at each elementary building will develop team planning time schedules. The team planning schedule shall not cause a reduction of instructional time with students.

The team planning time schedule is subject to the approval of the Assistant Superintendent for Instruction or other designated administrator.

Release time for team planning is in addition to preparation time provided elsewhere in this Agreement.

d. Elementary Creative Arts Preparation Period

Elementary teachers of creative arts such as music, art, physical education, media specialists, school social workers, school psychologists and other non-classroom teachers, will be provided at least one continuous fifteen (15) minute preparation period in the morning and one continuous fifteen (15) minute preparation period in the afternoon of each school day.

Creative arts teachers will be provided one preparation period of 45-consecutive minutes per day, when possible.

e. Other Staff

Teachers of music, art, cooperative education, media specialists, speech therapists, reading consultants, school social workers, and school psychologists, and all special education teachers shall be provided with preparation time to the same extent as other teachers in the District.

Teachers serving more than one building will not normally be required to travel on their preparation time.

f. Elementary Administrative Scheduling of Creative Arts

The elementary building administration shall schedule the creative arts subjects so that these special subject classes shall be spread throughout the five days of each full week in the most equitable manner possible.

#### **E. Meetings**

Building faculty meetings, department meetings, curriculum meetings and/or system-wide meetings will only be called when necessary to the efficient functioning of the program of the school, with said meetings falling within the normal school day for teachers. Extensions of meetings beyond the normal school day will be by mutual consent.

Teachers will be provided the opportunity to participate in the development of in-service programs.

#### **F. Supplemental Duties**

1. The teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
  - a. Attending faculty meetings.
  - b. Annual open house.
  - c. Sponsoring one student activity per year beyond the normal school day for Middle School and High School teachers, if requested by the building principal.
2. Participation by teachers in activities of the school that are attended by the public, such as PTO meetings is desirable and shall be vigorously encouraged by the Association.

#### **G. Teacher Responsibility**

Teachers have a responsibility to regulate the conduct and protect all students on school property. Under usual circumstances, teachers will be available immediately before and after school in their classroom to assist students.

All teachers and administrators share a responsibility for the movement of students within the building.

#### **H. Non-Teaching Duties**

Teachers shall not be assigned the following non-teaching duties:

1. Supervision of playgrounds before and after school.
2. Collecting money from students for non-educational purposes (except United Foundation, pictures and insurance).
3. Preparing form letters to parents and other similar clerical functions.
4. The distribution and inventory of books and supplies, except in their classrooms.

The Board will make every attempt to employ substitute teachers to replace art, gym, library and music teachers who are absent or are removed from regular duties for other school functions.

#### **I. Leaving the Building**

Upon request in emergency situations, or for purposes that cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children and providing the teacher's absence from the building does not interfere with the normal operation of the school.

Teachers are permitted to leave the buildings during the lunch period provided that they return no less than five (5) minutes before classes resume. If this privilege is abused, the Building Administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. If the abuse is continued, the teacher shall be subject to appropriate disciplinary action.

## **J. Parent/Teacher Conferences**

### 1. Schedule:

Elementary, Middle School and High School Parent/Teacher conferences shall be scheduled as follows:

#### a. Elementary (each Fall and each Spring)

Fall: Two (2) evenings and, if necessary, one half day (during school day)  
Spring: One (1) evening and, if necessary, two half days (during school day)

At the elementary level, at least twenty (20) minutes per student shall be allotted for conferences. Additional conference/conference planning time may be provided with administrative approval.

#### b. Middle School (Fall Only)

Option 1:  
One-half (1/2) day (during school day) and  
Two (2) evenings in the Fall

Option 2:  
Three (3) evenings in the Fall

#### c. High School (each Fall and each Spring)

Two (2) Evenings in the Fall  
One or Two evenings in the Spring

### 2. Evening Conferences

Evening conferences will be scheduled for a three hour block of time. If parent/teacher conferences are scheduled outside the normal working day, the Board shall schedule one-half (1/2) day of compensatory time off for each evening session, after consultation with the affected teachers.

## **K. In-service Days**

One annual in-service day will be provided for each teacher, subject to the approval of the building principal, based on the criteria below. An in-service day may be used to attend an assignment-related conference, workshop or to make a school visitation. A substitute will be provided by the District, plus a maximum of \$75 per teacher per year for conference expenses. A maximum of 1/3 of any middle school or high school department or elementary school staff will be released at the same time. This day may not

be used before or following a holiday or during parent conference times. The teacher will prepare the District conference report form following the conference.

First consideration for conference attendance will be given based on earliest date of application.

Use of \$75 to meet requirements of NCLB: A teacher may use the \$75 conference allotment to meet the highly qualified teacher requirements of the No Child Left Behind Act.

**L. General Education Release Time**

The Board and the Association recognize the need for the involvement of General Education teachers in IEPs and METs. Every effort will be made to hold these meetings on released time.

**M. Modification of Provisions**

No departure from the provisions of this Article, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.

**N. Procedures Manual for Special Education**

The Board agrees to provide a procedures manual covering special education; and further agrees that as changes occur in the State or Federal rules and regulations that procedural changes will be issued in writing.

**O. Travel Time**

In the event a teacher is required to travel between buildings, travel time will be considered as the weekly schedule is developed. Travel time will be counted as part of the teacher's paid time.

**P. Building In-service Activities**

Up to one-half day per year release time for in-service purposes may be requested for each school facility. The request for release time shall normally be made sixty calendar days in advance of the in-service date to the Superintendent and is subject to prior approval of program and date contingent on district operations.

**Q. Reduced-Year and Non-Compensable Leave - Wing Lake**

1. The staff of the Wing Lake Developmental Center may elect a reduced year on a rotating basis with the following stipulations:
  - a. Based on seniority earned at Wing Lake, the four teachers with the most seniority will be offered this option. If any or all reject the option, the option is then offered to the next teacher(s) on the seniority list, and the original four drop to the bottom of the eligibility list. The remaining teachers are offered the option without losing their position. A response accepting or rejecting the option must be made to the building administrator by March 1.
  - b. Those individuals who are approved for the reduced-year option will complete the current school year and return to Wing Lake on the date that regular educational programs open for the succeeding year.

- c. No more than one teacher per classification is eligible at the same time.
  - d. The Assistant Superintendent for Human Resources and Labor Relations will be notified, in writing, by April 1 of the teachers electing the option. Summer replacements that may be hired are as other short-term leave replacements.
2. A non-compensable leave of up to ten (10) days may be taken by Wing Lake staff, which may be taken in conjunction with a scheduled school recess.

Prior administrative approval of at least two (2) weeks is required, as is the guarantee that a temporary replacement can be secured. The replacement requirement may be waived by the administration.

There shall not be more than two non-compensable leaves per year, with the minimum leave being three (3) days.

**R. In-service/Orientation Days for New Staff**

All newly hired staff are required to attend two district provided in-service/orientation days during their first twelve months of employment. The days will be scheduled by the District. The days are in addition to the teacher work days and professional development days which are incorporated in the school calendars, and in addition to the professional development requirements of this Article, section (S) below.

**S. Elementary Professional Development Days (P.D.D.)**

At the elementary level, a specific type of professional development is referred to as Elementary Professional Development Days (P.D.D.). The content, scheduling, and number of elementary P.D.D. activities will be jointly established by the teachers and principal in each elementary school. Should a conflict arise the BHEA President and the Assistant Superintendent for Instruction shall be requested to assist in resolving the dispute. The resultant resolution shall not be subject to binding arbitration.

**T. High School Department Heads**

1. Remuneration

Effective with the 2003/2004 school year, department heads at Andover and Lahser High Schools will receive annual remuneration as follows:

<u>NUMBER TEACHERS IN DEPARTMENT</u>	<u>REMUNERATION</u>
5+	\$4,000
4	\$3,200
3	\$2,400
2	\$1,600
1	\$ 800

2. Departments

The following departments are established at the high schools:

- A) Math
- B) Science
- C) World Language/ELL
- D) Language Arts (English) including debate, speech, drama and forensics

- E) Social Studies
- F) Academic Support including community service, counselors and PAGES
- G) Communication, Performing and Visual Arts including art, dance and music
- H) Practical Arts including business, computers, engineering and family and consumer science
- I) Special Education/DHH
- J) Media including TV and media specialists
- K) Physical Education and Health

3. Cost of Department Heads Capped

The total cost of the remuneration of the department heads at each high school is capped at \$41,360 (\$82,720 total for both schools) during the term of the contract. If the size of the departments exceeds the remuneration available, the available remuneration will be proportionally adjusted among the departments.

NOTE: A teacher may only be counted in one department.

4. Departments of More Than One Discipline

Each department may recommend to the principal who will be the chair or chairs.

**ARTICLE 14 - CLASS SIZE**

**A. Exceptional Students**

The parties recognize that children having special physical, mental, and emotional conditions or needs may require specialized classroom experience and/or specialized help. If possible, special attention will be given to reducing class size where special students are placed in a regular classroom. In addition, school psychologists, school social workers and speech pathologists will be available as needed, as determined by the BIT and/or the State Rules and Regulations. These services will be scheduled at all buildings on a regular basis.

**B. Work Stations**

For instruction requiring specialized facilities, the available work stations shall control when that number is less than that provided below.

**C. Elementary**

The objectives for maximum elementary class sizes shall be:

Kindergarten - 1st grade	26
2nd & 3rd grades	28
4th grade - 6th grade	29

1. When a class reaches one student over the recommended maximum, the District shall assign a one-half (1/2) time aide to assist the teacher.
2. When a class reaches three students over the recommended maximum, the District shall assign a full-time aide to assist the teacher.

3. When a class size continues to increase, the District will act to remedy the situation before the class size exceeds the maximum by four (4) students.
4. The recommended maximums shall be reduced by one student in combination grade level classes.
5. Planning for a reduced day for individual first grade students during the first two weeks of school shall be encouraged in all elementary schools.
6. No teacher shall be required to use a paraprofessional against his/her wishes. If the teacher elects not to use an aide, a meeting will be held to plan for other possible assistance. The Assistant Superintendent for Instruction and a representative appointed by the Association will meet with the teacher and the building administrator to determine the nature of this assistance.

Once agreement is reached concerning class size and an assistance program, this agreement will be written and signed by the teacher and the principal. The agreement will not be changed unless done by mutual agreement, except in a situation in which class size no longer calls for additional assistance.

#### **D. High School**

The maximum number of students in a teacher's classes during the term of this Agreement shall be:

English	*150/day or a maximum of 30 in any class
Language	*150/day or a maximum of 32 in any class
Art	*140/day or a maximum of 32 in any class (or as facilities permit to implement program)
Swimming Pool	175 per instructor
Special Education	As law states
Math, Business, Social Studies	*155/day or a maximum of 32 in any class (except typing)
Science, Drafting	*150/day or a maximum of 32 in any class (or as facilities permit to implement program)
Typing, Computer, Industrial Arts, Family and Consumer Science, Physical Education	As facilities permit to implement program

\*Block Schedule: Due to the irregular meeting period of high school block schedules, the daily maximum will be determined by totaling the number of students assigned to each section that is part of the teacher's work load.

#### **E. Middle School**

The maximum number of students in a teacher's classes during the term of this Agreement shall be:



English, Social Studies, Math, Business (except typing) and Language	168/day or a maximum of 30/class period
Science and Art	168/day or a maximum of 30/class period (or as facilities permit to implement program)
Physical Education	45 per class period
Typing, Computer, Industrial Arts, Drafting and Family and Consumer Science	As facilities permit to implement program

**F. Exceeding Class Size**

If a specified limit set forth in Section D and E above, is exceeded by more than three (3) students per class period or fifteen (15) students per day at the senior high and eighteen (18) students per day at the middle school, then the principal, the teacher, an Association representative and the Superintendent's representative shall meet to plan means for relieving the situation.

**G. Special Programming**

1. To be considered for two-for-one the student must:
  - a. Have an Individualized Educational Plan (IEP)
  - b. Have an IEP which requires the general education teacher to prepare significantly different materials for the student, or to use different teaching techniques.

The designation of two-for-one should be determined at the Individualized Education Plan Committee (IEPC) and reviewed and revalidated each year by the IEP. In cases where the two-for-one designation cannot be agreed upon at the building level, the case shall be referred to the Director of Special Education for a final decision.

In grades 6 through 12 the two-for-one designations must be determined on a period-by-period basis.

2. A student shall not be considered two-for-one in the following circumstances:
  - a. If the special education staff in the building, rather than the general education teacher, has the responsibility for preparing educational materials, or if the special education staff in the building provides direct instructional services in the general education classroom to the IEP'd student.
  - b. In those cases where the District provides paraprofessional assistance in the regular education setting (i.e., a paraprofessional with a physically handicapped student, or an interpreter with a hearing impaired student).

3. The maximum class size in Math Concepts, Basic Government, Basic U.S. History, and other concept classes at the secondary level, shall not exceed twenty-five students.

#### **H. Guidance Counselors**

1. Counseling Load

The maximum number of students in a counselor's load during the term of this Agreement shall be:

Middle School	450
High School	400

If at any time the specified limit set forth above is exceeded by more than fifty (50) students, the involved principal, the involved counselor, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation.

#### **I. Secondary Subject Area Preparations**

Whenever possible, and then only with teacher consultation, teachers will not be assigned more than three different subject area preparations at the secondary level.

#### **J. Less Than Full Time Teaching Schedules**

Those teachers who teach less than full-time shall have a pro-rata schedule based on the full-time equivalent.

### **ARTICLE 15 - TEACHING ASSIGNMENTS**

#### **A. Regular Teaching Assignments**

1. Change in Assignments

Teachers who will be affected by a change in grade assignments in the elementary school grades, and by changes in the subject assignment in the secondary schools will be notified and consulted by their principals prior to the closing of school, whenever possible. Teacher preferences will be observed to the extent possible. If a change is necessitated, the teacher will be notified by the principal or designee as soon as it is determined that a change will be made.

Whenever possible, classroom teachers will be notified at least one (1) week prior to the beginning of each semester of a building transfer; provided, however, that no such teacher shall be involuntarily transferred unless notified by the previous June for the fall semester, and by December 1 for the spring semester. This provision is not applicable to itinerant staff.

2. Assistance for New Teachers

All beginning teachers shall be assured of the assistance of experienced teachers for the duration of the probationary period to help orient the new teachers to the realities of teaching and to the expectations of the profession and the school system in which they work.

3. Split Shift  
No teacher shall be required to work a split shift as part of the regular assignment.

**B. Substitute Teaching Assignments — AESOP**

1. The Board will maintain a list of substitute teachers. Teachers are required to call AESOP or its equivalent, as soon as they are aware of their unavailability for work. Once a teacher has reported unavailability, administration is responsible for arranging for a substitute teacher.
2. Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. Teachers who do accept this responsibility shall be compensated at their hourly rate.

**ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS**

**A. Posting - Transfer**

1. Posting Vacancies  
The Board shall post all known vacancies for the coming school year as they occur from April 1 through July 15. A vacancy in a non-classroom bargaining unit position, shall be posted when it occurs. Copies of all postings shall be posted in all buildings including the Central Administration office and sent to the BHEA office.
2. Posting Period  
Except where good recruitment practices of the Board prohibit, positions shall not be filled until two (2) weeks following such announcement.
3. Transfer Requests — Procedure  
A teacher may initiate a voluntary transfer request by completing the “transfer request” form. Transfer requests become void on the last working day of August prior to the start of the school year, or at the time a response is received by the applicant concerning the requested transfer.

The following procedure shall be followed:

- a. The teachers shall be notified of open positions by the Human Resources Office.
- b. The teacher shall then file a transfer request with the Human Resources Office.
- c. An interview to discuss the transfer with the principal (or supervisor) of the school to which the teacher wishes to be transferred may be scheduled.
- d. Although a vacancy does not exist, a teacher may initiate a transfer request with the Human Resources Office. The general request shall remain on active file until the last day of summer recess.

If all parties, the teacher, the principal (or supervisor) of the school to which the teacher wishes a transfer, and the appropriate administrator, are in favor of such transfer, the transfer shall take place. If all parties as mentioned above are not in agreement, then the Superintendent's decision shall be final. Only one transfer in a two-year period shall be permitted, except by mutual agreement between the parties. The teacher shall be notified as promptly as possible.

## **B. Special Transfer Procedure from April 1 – July 31**

*(NOTE: This provision is not applicable to center programs (Deaf & Hard of Hearing and Wing Lake); The International Academy; and professional support staff such as Occupational Therapists, Physical Therapists, Speech Pathologists, Social Workers and Psychologists. However, employees in these programs may apply for transfers to positions within the District pursuant to Article 16 (A)).*

1. Vacancy Within a School Building
  - a. The principal will notify building teacher staff of known vacancies within the building between April 1 and July 31. Such notification may be made via district email.
  - b. Any vacancies remaining after the principal staffs internally will be posted in accordance with Article 16(A).
  - c. Vacancies that occur after July 31 will be processed as provided in Article 16(A).
2. In-District Transfer Requests
  - a. Teachers who file in-district transfer requests from April 1 – July 31 will be interviewed for vacant positions by a panel consisting of administrators, two (2) teachers appointed by the BHEA and two (2) teachers appointed by administration. Administration will schedule the meeting and will contact the BHEA contact person at least three (3) days before the scheduled meeting and the contact person will arrange for the BHEA representatives to attend. If the BHEA appointed teachers are not available for the interviews, the interviews will be conducted as scheduled.
  - b. The principal (administrator) may conduct additional interviews with the candidates. The decision of the principal and/or administration is final.
  - c. Every effort will be made to interview internal candidates before interviewing external candidates.
  - d. Upon request, unsuccessful internal candidates will be provided a written reason(s) why he/she did not receive the position.
  - e. This provision is not subject to the grievance procedure.
  - f. Vacancies that occur after July 31, will be processed as provided in Article 16(A).
3. Probationary teachers may apply for the above process with the permission of the Assistant Superintendent for Human Resources & Labor Relations.

## **C. Involuntary Transfer**

Since the frequent transfers of teachers from one school to another may be disruptive of the educational process and interfere with optimum teacher performance, unrequested transfers of teachers are to be minimized and avoided whenever possible.

However, involuntary transfers may occur because of a decrease in enrollment, an increase in enrollment, school closings, or for the good of the instructional program, or to implement the No Child Left Behind Act, Education Yes or other applicable state or federal laws.

In the event an involuntary transfer is required, voluntary transfer candidates will be considered before the involuntary transfer is initiated.

Prior to initiating an involuntary transfer, the appropriate Assistant Superintendent for Instruction will discuss the reasons for the transfer with the involved teacher and a representative of the BHEA, if the teacher so desires.

The Superintendent or designee shall confirm in writing to the affected teacher the reasons for an involuntary transfer.

In the event an involuntary transfer is necessary, consideration shall be given to the following:

1. Qualifications required for the assignment.
2. Staff needs of the receiving school.
3. Length of service in the District.
4. Student and teacher welfare.

Tenure teachers shall have the option to transfer back at the first opening available in their field of competency. No such transfer shall be implemented during a school year unless the administration approves. Return rights for the involuntarily transferred teacher shall be waived if there is no vacancy after two school years, or if the return is offered and refused by the teacher.

**D. Guidance Counselors Do Not Acquire “Tenure” in the Position of Guidance Counselor**

Individuals who are employed as guidance counselors are subject to the same transfer provisions contained in Article 16 as other teachers in the District. A guidance counselor does not acquire tenure in the position of guidance counselor.

**ARTICLE 17 - SALARY SCHEDULE**

**A. Basic Salary Schedule**

The basic salaries of teachers are set forth in Section H below. The Salary Schedules shall remain in effect during the term of this Agreement.

**B. Salary Schedule Placement**

1. Teachers newly employed may be given full credit to the sixth step on the Salary Schedule for full years of outside teaching, or one-half year for each full year taught elsewhere, whichever is higher. Credit may also be given for outside experience as approved by the Board.

**C. Placement on Different Salary Track for Additional Degree or Graduate Credit Hours**

1. Application  
Application for placement on a different salary track must be made prior to October 1 for the fall semester and March 1 for the spring semester. Should an official transcript not be

available upon application, a letter from the institution verifying credits or advanced degree earned will be accepted until an official transcript is available.

2. Additional Degree or Graduate Credit

Placement on a different salary track is contingent on the additional degree or graduate credit hours being earned in a field directly related to K-12 education. However, a degree or advanced graduate hours earned in fields outside of K-12 education will be accepted, if directly related to the majority of the teacher's assignment or in an area in which the individual is certified and qualified, per Article 3 of the collective bargaining agreement. Advanced hours or degrees earned in law will not qualify for placement on another salary track.

An individual may be placed on a higher salary track premised on the completion of undergraduate coursework beyond that required for certification. Consideration will require that the coursework is unavailable at the graduate level, and that the individual have written prior approval of the Assistant Superintendent for Human Resources and Labor Relations. It is agreed and mutually understood that this option is not subject to the grievance procedure.

Undergraduate Credit taken to meet requirements of NCLB

In addition, if a teacher takes undergraduate credit hours beyond that required for certification to meet the highly qualified teacher requirements of the No Child Left Behind Act, up to 6 undergraduate credits may be applied to the MA +30 salary track. The credit hours must be commenced after the teacher is employed by Bloomfield Hills Schools. This option is not subject to the grievance procedure.

3. Graduate Credit Hours Obtained Through the Excellence In Teaching (EIT) Program for Probationary Teachers - Exception

In order to be placed on the MA +30 salary track, the graduate credit hours must be earned after receipt of the master's degree. However, teachers who earn graduate credit hours through enrollment in the EIT program for probationary teachers and who are unable to apply the EIT graduate credit hours to the teacher's master degree program may have the EIT graduate credit hours apply toward placement on the MA+30 salary track under the following circumstances:

- The teacher must obtain a letter from the university which is conferring the master's degree specifying that the EIT graduate semester hours are not applicable to the master's degree and giving the reason the credits are not applicable.
- Up to six EIT graduate semester hours may apply to the MA+30 salary track.
- This option is not subject to the grievance procedure.

4. Grade Point Average

Grade point averages in all coursework must meet the minimum graduation requirements at the institution where the coursework was granted.

**D. School Psychologist/Social Worker/Speech Pathologists/Physical Therapists/ Occupational Therapists Salary**

Employees assigned as social workers, school psychologists, or speech pathologists or Physical Therapists/Occupational Therapists who hold Master's (M.A.) Degrees which included sixty (60)

semester hours beyond the Bachelor's Degree will be paid on the MA+30 salary track. The Physical Therapist (PT) and Occupational Therapist (OT) must complete a four year undergraduate program and the master's degree must be in occupational or physical therapy.

**E. Doctoral Salary**

Employees who hold a PhD/EdD shall receive \$1500 in addition to the amount identified for the appropriate step placement on the MA+30 salary schedule.

**F. Stipend for the following Certifications: Certification by National Board for Professional Teaching Standards; Excellence In Teaching (EIT) Certification; Nationally Certified School Psychologists; and Certified School Social Worker Specialists.**

1. Upon receipt of proper documentation, a teacher may receive an annual stipend for one of the following certifications (Note: eligible teachers who work less than a full school year will have the stipend prorated):

- a. Board for Professional Teaching Standards Certification

Those teachers who hold current certification from the National Board for Professional Teaching Standards shall receive \$1500 in addition to the amount identified as their current salary step and schedule; OR

- b. Excellence In Teaching (EIT)

The Board and the Association have worked with Oakland Schools and developed an alternative certification process (similar to the National Board for Professional Teaching Standards) for teachers with 10 years or more teaching experience. This program is named Excellence In Teaching (EIT). Those teachers with 10 years or more teaching experience who hold current EIT certification shall receive \$1500 in addition to the amount identified as their current salary step and schedule. However, teachers who receive Board paid EIT certification during his/her probationary period are not eligible for the EIT stipend. When such teachers attain 10 years of full time K-12 teaching experience, and complete and EIT re-certification process, they will be eligible for the EIT stipend.

The EIT stipend is payable for a maximum of five (5) years. For any teacher who has received the EIT stipend for excess of five (5) years, the stipend will cease to be paid at the conclusion of the 2008-09 school year.

- c. Upon annual receipt of proper documentation showing current certification, school psychologists and social workers shall receive an annual stipend for one of the following certifications:

National School Psychology Certification System:  
Nationally Certified School Psychologists

National Association Social Workers:  
Certified School Social Worker Specialist

Those school psychologists and social workers who hold current certification from the above organizations shall receive \$1500 in addition to the amount identified as their current salary step and schedule.

Upon annual receipt of proper documentation showing current certification, speech pathologists who hold a valid teaching certificate shall receive an annual stipend for the following certifications:

\* American Speech-Language Hearing Association

\* Certificate of Clinical Competence (CCC) in Speech-Language Pathology

Those speech pathologists who hold current certification from the above organizations shall receive \$1500 in addition to the amount identified as their current step and schedule.

2. Procedure to Receive Stipend

In order to receive the stipend, the teacher must provide the human resources office with a copy of the certification. The certification must be current in order to receive the stipend. Application for the stipend must be made prior to October 1 for the fall semester and March 1 for the spring semester. A teacher is eligible for only one stipend under this section.

**G. Guidance Counselors — Extension of Contract Days**

The need may arise to extend the individual contract of a guidance counselor before the beginning of the regular year for teachers, and/or after the last regular day for teachers. The guidance counselor may have his/her contract extended up to 14 additional days, on a per diem basis, upon the recommendation of the principal and the approval of the Assistant Superintendent for Human Resources. Any counselor/supervisor who transfers to the position of guidance counselor and maintains the counselor/supervisor salary shall be required to work up to 14 additional days beyond the regular teacher’s contract days.

Guidance Counselors will submit a Supplemental Payroll Request to receive payment for additional days worked, the date and hours worked must be included on the document. When submitted timely to the Payroll Department, payment will be made on the first regularly scheduled payroll following the receipt of the approved document.

**H. Salary Schedule**

**1. Salary Schedule for Employees Hired Before the Date of Ratification**

**2008-2009**

Step	BA Salary	MA Salary	M+30 Salary	DR Salary
1 (02)	41236	43336	46293	47793
1.5 (03)	41676	44053	47006	48506
2 (04)	42115	44769	47719	49219
2.5 (05)	42419	45319	48257	49757



3	(06)	42724	45870	48794	50294
3.5	(07)	43817	47252	50222	51722
4	(08)	44909	48634	51649	53149
4.5	(09)	46297	50329	53404	54904
5	(10)	47686	52025	55159	56659
5.5	(11)	49200	53876	57084	58584
6	(12)	50715	55727	59009	60509
6.5	(13)	52296	57623	60990	62490
7	(14)	53876	59520	62972	64472
7.5	(15)	55463	61438	64972	66472
8	(16)	57049	63355	66972	68472
8.5	(17)	58622	65264	68960	70460
9	(18)	60194	67173	70948	72448
9.5	(19)	64708	72700	76624	78124
10	(20)	69221	78226	82301	83801
10.5	(21)	72430	81852	86116	87616
11	(22)	75640	85479	89932	91432

**2009- 2010**

Step		BA Salary	MA Salary	M+30 Salary	DR Salary
1	(02)	\$41,442	\$43,553	\$46,524	\$48,024
1.5	(03)	\$41,884	\$44,273	\$47,241	\$48,741
2	(04)	\$42,326	\$44,993	\$47,958	\$49,458
2.5	(05)	\$42,632	\$45,546	\$48,498	\$49,998
3	(06)	\$42,938	\$46,099	\$49,038	\$50,538
3.5	(07)	\$44,036	\$47,488	\$50,473	\$51,973
4	(08)	\$45,134	\$48,877	\$51,907	\$53,407
4.5	(09)	\$46,529	\$50,581	\$53,671	\$55,171
5	(10)	\$47,924	\$52,285	\$55,435	\$56,935
5.5	(11)	\$49,447	\$54,145	\$57,369	\$58,869
6	(12)	\$50,969	\$56,006	\$59,304	\$60,804
6.5	(13)	\$52,557	\$57,912	\$61,295	\$62,795
7	(14)	\$54,145	\$59,818	\$63,287	\$64,787
7.5	(15)	\$55,740	\$61,745	\$65,297	\$66,797
8	(16)	\$57,334	\$63,672	\$67,307	\$68,807
8.5	(17)	\$58,915	\$65,590	\$69,305	\$70,805
9	(18)	\$60,495	\$67,509	\$71,303	\$72,803
9.5	(19)	\$65,031	\$73,063	\$77,008	\$78,508
10	(20)	\$69,567	\$78,617	\$82,713	\$84,213
10.5	(21)	\$72,793	\$82,262	\$86,547	\$88,047
11	(22)	\$76,018	\$85,906	\$90,382	\$91,882

**2010 - 2011**

Step		BA Salary	MA Salary	M+30 Salary	DR Salary
1	(02)	\$41,649	\$43,770	\$46,757	\$48,257
1.5	(03)	\$42,093	\$44,494	\$47,477	\$48,977
2	(04)	\$42,537	\$45,218	\$48,197	\$49,697

2.5	(05)	\$42,845	\$45,774	\$48,740	\$50,240
3	(06)	\$43,152	\$46,330	\$49,283	\$50,783
3.5	(07)	\$44,256	\$47,726	\$50,725	\$52,225
4	(08)	\$45,359	\$49,122	\$52,167	\$53,667
4.5	(09)	\$46,762	\$50,834	\$53,939	\$55,439
5	(10)	\$48,164	\$52,547	\$55,712	\$57,212
5.5	(11)	\$49,694	\$54,416	\$57,656	\$59,156
6	(12)	\$51,223	\$56,286	\$59,601	\$61,101
6.5	(13)	\$52,820	\$58,201	\$61,602	\$63,102
7	(14)	\$54,416	\$60,117	\$63,603	\$65,103
7.5	(15)	\$56,019	\$62,053	\$65,623	\$67,123
8	(16)	\$57,621	\$63,990	\$67,643	\$69,143
8.5	(17)	\$59,209	\$65,918	\$69,651	\$71,151
9	(18)	\$60,797	\$67,846	\$71,659	\$73,159
9.5	(19)	\$65,356	\$73,428	\$77,393	\$78,893
10	(20)	\$69,915	\$79,010	\$83,126	\$84,626
10.5	(21)	\$73,157	\$82,673	\$86,980	\$88,480
11	(22)	\$76,398	\$86,336	\$90,834	\$92,334

2011 - 2012

Step		BA Salary	MA Salary	M+30 Salary	DR Salary
1	(02)	\$41,649	\$43,770	\$46,757	\$48,257
1.5	(03)	\$42,093	\$44,494	\$47,477	\$48,977
2	(04)	\$42,537	\$45,218	\$48,197	\$49,697
2.5	(05)	\$42,845	\$45,774	\$48,740	\$50,240
3	(06)	\$43,152	\$46,330	\$49,283	\$50,783
3.5	(07)	\$44,256	\$47,726	\$50,725	\$52,225
4	(08)	\$45,359	\$49,122	\$52,167	\$53,667
4.5	(09)	\$46,762	\$50,834	\$53,939	\$55,439
5	(10)	\$48,164	\$52,547	\$55,712	\$57,212
5.5	(11)	\$49,694	\$54,416	\$57,656	\$59,156
6	(12)	\$51,223	\$56,286	\$59,601	\$61,101
6.5	(13)	\$52,820	\$58,201	\$61,602	\$63,102
7	(14)	\$54,416	\$60,117	\$63,603	\$65,103
7.5	(15)	\$56,019	\$62,053	\$65,623	\$67,123
8	(16)	\$57,621	\$63,990	\$67,643	\$69,143
8.5	(17)	\$59,209	\$65,918	\$69,651	\$71,151
9	(18)	\$60,797	\$67,846	\$71,659	\$73,159
9.5	(19)	\$65,356	\$73,428	\$77,393	\$78,893
10	(20)	\$69,915	\$79,010	\$83,126	\$84,626
10.5	(21)	\$73,157	\$82,673	\$86,980	\$88,480
11	(22)	\$76,398	\$86,336	\$90,834	\$92,334

2. Schedule for Employees Hired After Ratification 2009

2009-2010

Step	Staff	BA Salary	MA Salary	MA+30 Salary	DR Salary
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1	(02)	41,442	43,553	46,524	48,024
1.5	(03)	42,175	44,419	47,427	48,927
2	(04)	42,922	45,300	48,348	49,848
2.5	(05)	43,681	46,200	49,285	50,785
3	(06)	44,455	47,117	50,241	51,741
3.5	(07)	45,242	48,053	51,216	52,716
4	(08)	46,043	49,007	52,210	53,710
4.5	(09)	46,858	49,980	53,223	54,723
5	(10)	47,909	51,237	54,531	56,031
5.5	(11)	48,984	52,525	55,871	57,371
6	(12)	50,082	53,846	57,244	58,744
6.5	(13)	51,206	55,200	58,651	60,151
7	(14)	52,354	56,589	60,093	61,593
7.5	(15)	53,528	58,012	61,569	63,069
8	(16)	54,918	59,700	63,321	64,821
8.5	(17)	56,344	61,419	65,123	66,623
9	(18)	57,808	63,228	66,976	68,476
9.5	(19)	59,309	65,069	68,883	70,383
10	(20)	60,849	66,963	70,842	72,342
10.5	(21)	62,430	68,913	72,858	74,358
11	(22)	64,197	71,102	75,121	76,621
11.5	(23)	66,016	73,361	77,452	78,952
12	(24)	67,887	75,691	79,857	81,357
12.5	(25)	69,810	78,096	82,336	83,836
13	(26)	71,787	80,576	84,892	86,392
13.5	(27)	73,821	83,136	87,527	89,027
14	(28)	76,018	85,906	90,382	91,882

2010-11

Step	Staff	BA Salary	MA Salary	MA+30 Salary	DR Salary
1	(02)	41,649	43,770	46,757	48,257
1.5	(03)	42,386	44,641	47,664	49,164
2	(04)	43,136	45,527	48,589	50,089
2.5	(05)	43,900	46,431	49,532	51,032
3	(06)	44,677	47,353	50,492	51,992
3.5	(07)	45,468	48,293	51,472	52,972
4	(08)	46,273	49,252	52,471	53,971
4.5	(09)	47,092	50,230	53,489	54,989
5	(10)	48,149	51,493	54,804	56,304
5.5	(11)	49,229	52,788	56,150	57,650
6	(12)	50,333	54,115	57,530	59,030
6.5	(13)	51,462	55,476	58,944	60,444
7	(14)	52,616	56,871	60,393	61,893
7.5	(15)	53,796	58,302	61,877	63,377
8	(16)	55,193	59,999	63,638	65,138
8.5	(17)	56,626	61,726	65,449	66,949
9	(18)	58,097	63,544	67,311	68,811
9.5	(19)	59,606	65,394	69,227	70,727
10	(20)	61,153	67,298	71,197	72,697
10.5	(21)	62,742	69,257	73,223	74,723
11	(22)	64,518	71,457	75,496	76,996

11.5 (23)	66,347	73,728	77,840	79,340
12 (24)	68,226	76,069	80,257	81,757
12.5 (25)	70,159	78,486	82,747	84,247
13 (26)	72,146	80,979	85,317	86,817
13.5 (27)	74,190	83,551	87,965	89,465
14 (28)	76,398	86,336	90,834	92,334

**2011-2012**

Step	Staff	BA Salary	MA Salary	MA+30 Salary	DR Salary
1	(02)	41,649	43,770	46,757	48,257
1.5	(03)	42,386	44,641	47,664	49,164
2	(04)	43,136	45,527	48,589	50,089
2.5	(05)	43,900	46,431	49,532	51,032
3	(06)	44,677	47,353	50,492	51,992
3.5	(07)	45,468	48,293	51,472	52,972
4	(08)	46,273	49,252	52,471	53,971
4.5	(09)	47,092	50,230	53,489	54,989
5	(10)	48,149	51,493	54,804	56,304
5.5	(11)	49,229	52,788	56,150	57,650
6	(12)	50,333	54,115	57,530	59,030
6.5	(13)	51,462	55,476	58,944	60,444
7	(14)	52,616	56,871	60,393	61,893
7.5	(15)	53,796	58,302	61,877	63,377
8	(16)	55,193	59,999	63,638	65,138
8.5	(17)	56,626	61,726	65,449	66,949
9	(18)	58,097	63,544	67,311	68,811
9.5	(19)	59,606	65,394	69,227	70,727
10	(20)	61,153	67,298	71,197	72,697
10.5	(21)	62,742	69,257	73,223	74,723
11	(22)	64,518	71,457	75,496	76,996
11.5	(23)	66,347	73,728	77,840	79,340
12	(24)	68,226	76,069	80,257	81,757
12.5	(25)	70,159	78,486	82,747	84,247
13	(26)	72,146	80,979	85,317	86,817
13.5	(27)	74,190	83,551	87,965	89,465
14	(28)	76,398	86,336	90,834	92,334

**3. Off-Schedule Salary Payments**

Off-schedule salary payments will be made to those employees at the top of the respective salary schedules who are not eligible for salary steps. The off-schedule payment will be made by June 30 each school year. If an employee does not work a full school year, the off-schedule payment will be prorated.

The off-schedule payments are as follows:

2008-2009 (1%)

BA Step 11	\$756.40
MA Step 11	\$854.79
MA+30 Step 11	\$899.32

DR Step 11	\$914.32
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2009-2010 (1/2%)

BA Step 11	\$380.09
MA Step 11	\$429.53
MA+30 Step 11	\$451.91
DR Step 11	\$459.41

2010-2011 (1/2%)

BA Step 11	\$381.99
MA Step 11	\$431.68
MA+30 Step 11	\$454.17
DR Step 11	\$461.67

2011-2012 (1%)

BA Step 11	\$763.98
MA Step 11	\$863.36
MA+30 Step 11	\$908.34
DR Step 11	\$923.34

These payments are calculated on the assumption the teacher worked a full-time schedule for the entire school year. There are events that may occur, change in FTE, moving between salary schedules, absences without pay, disability, etc., that may affect the amount paid.

**I. Increment Credit**

1. Entire School Year  
A teacher who works the entire school year shall be granted one-half increment on the salary schedule regardless of whether the employee works full time or less than full time.
2. Working 93 Days or less  
A teacher who completes 93 work days or less shall be granted no increment credit.
3. Expiration of Contract  
Upon the expiration of the 2008-2012 contract, if there is no successor Agreement in place, employees will move up on the salary schedule at the rate of one-half (1/2) step, instead of a full step, in accordance with I (1) and (2) above.
4. Sick Leave and Short-Term Disability  
Time spent on sick leave including short-term disability shall count as time toward the completion of a year or a portion thereof. Teachers who are using their own sick days at the commencement of the school year shall be given their increment credit for the previous year consistent with the formula contained herein.
5. Wing Lake  
Teachers at the Wing Lake Developmental Center will be given the increment credit on the new salary schedule at the commencement of their school year.

**J. Repayment of Unemployment Compensation**

1. Repayment  
A teacher who is laid off and who is paid unemployment compensation benefits (associated with the regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled, on or before October 1, to a teaching position for the succeeding school year shall have their teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits paid prior to the return to work. The total compensation shall not be reduced below that which would have been received for the actual days worked upon recall.
  
2. Defense and Indemnification of Association  
The interpretation, application, administration and enforcement of this provision shall be in accordance with the provisions and requirements of the Michigan Employment Security Act. In the event of any action against the Association brought in a court or administrative agency because of its compliance with this provision, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended it will indemnify and hold the Association harmless from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct result of the Association's compliance with this provision.

**K. Student Enrollment Incentive (Article 17 (K) (NEW):**

The district will provide a Student Enrollment Incentive (SEI) during the 2009-10, 2010-11 and 2011-12 school years. The SEI will be based upon the (audited) increase in students over the projected fall student count by the school district's demographer for each of the applicable school years.

The SEI will be paid in March of the applicable school year according to the following schedule:

Increase of less than 50 students:	No incentive paid
Increase of 50* students:	\$250 for each full time employee
Increase of 100* students:	\$500 for each full time employee
Increase of 150* students:	\$750 for each full time employee
Increase of 200* students:	\$1000 for each full time employee

\*Once a minimum of a 50 student increase is achieved, the SEI will be paid at a rate of \$5 for every student. For example, if the increase is 75 students, each full time employee will receive \$375.

SEI Based Upon Employee's Full Time Equivalent Status

The SEI will be based upon the employee's full time equivalent (FTE) status at the time the payment is made. For example, a full time (1.0 FTE) employee, will receive 100% of the applicable SEI; a half time (.5 FTE) employee will receive 50% of the applicable SEI.

**ARTICLE 18 - PAYROLL PROCEDURES AND DEDUCTIONS**

**A. Payroll Procedures**

1. Election of Number of Pay Days  
Teachers working a full year may elect to be paid in 21 or 26 payments on regularly scheduled pay dates at their buildings, or elsewhere, as provided. Pay dates are every other Friday.

The pay year may be extended to 22 or 27 pays, contingent upon the conformity of pay dates to the teacher work year.

2. Elections To Be Made By July 15

Teachers must make an election, or a change in an election, regarding the defined number of pay dates no later than July 15 each year. An election will continue from year to year unless an Election Change Form is filed with the Human Resources Office by July 15 for the following school year. There shall be no change in an election after July 15.

3. Direct Deposit Program

In the event a pay date falls on a day when teachers are not scheduled to work, staff shall receive their pay on the last day prior to closing. In the event a pay date falls on a day when all staff in the District are not scheduled to work, all staff shall, if possible, receive their pay on the last day prior to closing.

Effective with the implementation of a direct deposit program, payroll dates will be the same as that of other district employees. For those employees who do not elect to participate in the direct deposit program, payroll checks will be mailed to the employees' home address on the regularly scheduled pay date.

4. Co-Curricular

Payment for co-curricular services shall be paid in accordance with the options elected as indicated in Article 20 (B)(5) and shall be made on regular pay dates.

**B. Payroll Deductions**

For teachers who authorize, in writing, payroll deduction, the Board agrees to continue to make voluntary payroll deductions from the salaries of teachers according to the following list, and any other voluntary deductions, as approved by the administration.

1. Association Dues, PAC & MEAR contributions
2. United Foundation
3. Credit Union
4. Tax-sheltered accounts (403(b) qualified)(ten (10) as agreed upon)
5. 457(b) Tax Deferred Plan (maximum 4)
6. Cafeteria Benefit Plan
7. Municipal income taxes of Pontiac and Detroit for those teachers who have submitted written authorization for said deduction

**ARTICLE 19 - PER DIEM AND HOURLY RATES**

**A. Classroom Assignments in Excess of Normal Teaching Load**

The Salary Schedule is based upon the school calendar as set forth in Appendix A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rates.

**B. Return to School at Night**

The Board agrees to pay teachers an hourly rate commensurate with their salary for performing teaching duties which require a return to school at night (except when sponsoring a student organization activity as per Article 13, Section F, 1(c)), providing written notice and/or approval in advance is secured from the building administrator. Such pay shall not be less than two (2) hours.

**C. Elementary - Absence of Special Subject Teacher**

In the event that the absence of a creative arts teacher results in the classroom teacher receiving less than the minimum weekly preparation time the teacher shall teach the class and be paid for such time at his/her hourly rate.

**D. Deductions for Lost Days/Determination of Hourly Rate**

Deductions for days lost or for a partial year's service shall be premised on the number of working days affected. A teacher's hourly rate is to be determined by dividing the basic salary for the year by the total number of hours scheduled (190 days will be used – 1409.16 hours).

**E. Proration of Salary for Less Than Full Time Teachers**

Salary for less than full-time positions shall be premised on a proration of the regular full-time hours at the appropriate level of assignment, as stated in Article 13(B).

**F. Salary Includes Travel Time**

When a teacher is required to travel between buildings, the salary will include travel time.

**G. Duty Assignments**

When a teacher is assigned a duty as a part of the regular assignment, the salary shall be at the regular teacher's rate.

**H. Mileage**

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the IRS rate for miles driven. The rate for reimbursement will be that currently in effect July 1 of the new school year; and such rate will remain in effect for the entire fiscal year. The same allowance shall be given for use of personal cars for business of the District as approved by the Administration.

**ARTICLE 20 - SUPPLEMENTAL SCHEDULES**

**A. Extra Duty Assignments**

Teachers involved in extra-duty assignments set forth in this Article shall be compensated in accordance with the provisions of this Article without deviation, as long as such extra-duty assignments are in effect and assigned by the building administrator.

1. Policy: Employ Many Different Teachers:  
The policy under this Agreement shall be to employ as many different teachers as are qualified to serve in the various classifications listed. Therefore, teachers having no extra paid activities will be given preference over other teachers already involved in this schedule, if their qualifications are similar.
2. Postings  
Athletic co-curricular positions will be posted.
3. Listed Positions Having No Programs:



Some positions are listed for which no program exists. Should the program be instituted by action of the Board, the co-curricular schedule shall apply.

4. Criteria for Payment of Co-curricular Positions:

Payment for co-curricular positions shall be based upon:

a. Assignment/Approval

Assignment, or approval in writing, by the school principal and Central Office Administration.

b. Salary for New Co-curricular Positions

The salary of those individuals who assume a new co-curricular position will be as follows:

1) If prior position and new position are within the same activity and the new position includes additional responsibility, the rate for the new position shall be the next higher dollar amount over the rate paid the individual at the prior position plus one additional step.

2) If the prior position and the new position are within the same activity and the new includes less responsibility than the prior position, the rate for the new position will be determined solely upon the number of years of experience within the same activity.

3) If a prior athletic coaching position was held, and the prior position and the new position are not within the same activity, the rate for the new position will be determined by determining the step paid the previous year for the prior position and dividing by two. Fractional results will be rounded up to the nearest whole number.

“Same Activity” – Definition

For the purpose of determining the above salary rates, the term “same activity” shall refer to the title assigned the activity rather than to any functional similarity that may exist between different activities. Therefore, by way of example, football, boys’ soccer, and girls’ track represent separate activities, while 8<sup>th</sup> grade basketball and 9<sup>th</sup> grade basketball represent the same activity. Initial placement is the sole responsibility of the administration. Assignment to co-curricular positions is made on a yearly basis and without tenure in position.

c. Class Which is Identical to the Non-athletic Activity

In the event a class is conducted which is identical to the involved non-athletic activity, the sponsor will receive one half (1/2) of the salary (example: yearbook, school paper, student council).

d. Minimum Limits for Vocal Music & Instrumental Music/Drama & Dance Compensation

The following minimum limits are in effect for vocal and instrumental music teachers who are to be eligible for 100% of the supplementary pay, as established in the Supplemental Schedule of Article 20 of the Master Contract.

Vocal and Instrumental Music:

1. High School & Middle School: There will be a minimum of six (6) performances or events.

2. Elementary: There will be a minimum of two (2) performances or events per school.

Drama and Dance: Drama and dance performances, which are approved by administration, will be compensated per production according to the Supplemental Salary Schedule.

3. Definitions:

- A. Performance/Event

In a performance:

- 1) The performance or event will be held outside of the school day.
- 2) The teacher contracted for the assignment will conduct or participate in the entire performance or event. Participation of the teacher must be required for the student performance in order to qualify as a performance or event.
- 3) Teachers who do not complete the minimum number of performances or events, will have their supplemental pay prorated accordingly.

Administrative Approval Required: Number and Scheduling of Performances

The number of performances and their schedules will be approved by the Administration at the beginning of the school year. A conference will be held with the individual teacher at a mutually convenient time by September 30 of the year in question. At that time, the number and nature of performances or events will be established and approved. The preliminary calendar submitted by a faculty member at the end of the preceding school year is for scheduling purposes only and is not to be regarded as approval for compensation purposes.

- e. Music, Dance and Drama Performances

Music, dance and drama teachers will follow performance guidelines as outlines in A(4)(d), of this Article with the following addition:

- (1) Two or more teachers – Single Performance

If two or more teachers conduct students at a single performance, total payment for the performance will not exceed the total amount paid as if a single teacher conducted the performance. The amount paid each teacher will be prorated based on their step on the supplemental salary schedule.

- (2) Students from One or More Schools – Single Performance

If a music teacher conducts students from one or more schools at a single performance, total payment for the performance will not exceed the amount paid for the single performance.

- (3) Definitions:

- A. Performance/Event

In a performance:

- 1) The performance or event will be held outside of the school

day.

- 2) The teacher contracted for the assignment will conduct or participate in the entire performance or event. Participation of the teacher must be required for the student performance in order to qualify as a performance or event.
- 3) Teachers who do not complete the minimum number of performances or events, will have their supplemental pay prorated accordingly.

Drama: Drama performances, which are approved by administration, will be compensated per production according to the Supplemental Salary Schedule.

Administrative Approval Required: Number and Scheduling of Performances

The number of performances and their schedules will be approved by the Administration at the beginning of the school year. A conference will be held with the individual teacher at a mutually convenient time by September 30 of the year in question. At that time, the number and nature of performances or events will be established and approved. The preliminary calendar submitted by a faculty member at the end of the preceding school year is for scheduling purposes only and is not to be regarded as approval for compensation purposes.

f. Inservice Clinic Conference Budget

There will be an in-service clinic conference budget administered by the District for the purpose of improving the skills of the co-curricular staff. Whatever monies that are available will be spread as equitably as possible among the co-curricular staff.

**B. Co-Curricular Supplemental Contracts**

1. Issuance of Contracts

If possible, during the week of May 1 of the preceding school year, co-curricular supplemental contracts will be issued to teachers the administration desires to employ in specific positions for the succeeding school year. Teachers desiring to accept the position shall return the contract, with their signature affixed to the contract, to the building principal on or before June 1 of the preceding year. Failure to return the signed contract by June 1 will indicate the teacher does not desire to be employed in the specific position.

2. Resignation

If a teacher desires to resign from a co-curricular position prior to fulfilling the contract for other reasons than health, or by mutual consent, and within sixty (60) calendar days prior to the official starting date of a fall activity, or ninety (90) calendar days prior to the official starting date of a winter or spring activity, the employee will be contractually obligated to fulfill the contract until such time during the same school year that the administration secures an adequate replacement. The administration will endeavor to find an adequate replacement upon written notification of a teacher's desire resign from a co-curricular position. After notification of the desire to resign, any time spent on the contractually agreed to activity by the resigning teacher will be appropriately compensated.

3. How Rates Are Determined

Rates indicated in the Supplemental Salary Schedule are based on official starting and closing dates of the sport's seasons, by production drama, or semester in intramurals. All other positions are on a total-school-year basis and any employment in a yearly position will be prorated if employment is less than a total school year.

4. If an employee accepts two coaching positions in the same sport during the same sport season (i.e. Team A and Team B in middle school basketball) and both team practices are at the same time, the employee will receive one and one half (1 ½) times the salary of one of the teams for coaching both teams.

5. Options for Receipt of Co-curricular Salaries

The Board will provide three (3) options for the receipt of co-curricular salaries, and those options are:

- a. Equal payments while activity/sport is being conducted.
- b. (Full-time teachers only) Payment for all contracts paid in equal installments from the beginning to the end of the school year.
- c. (Full-time teachers only) Payment in equal payments for twelve (12) months.

The option to be elected will be so indicated on the supplemental contract and determined at the time the assignment is assumed.

6. Final Installment Payment

The final installment payment on a supplemental coaching contract will be made the pay period following the date when all end-of-season responsibilities have been completed.

**C. Middle School Football Coaches**

Middle school football coaches will be paid at the same rate of pay as high school assistant football coaches if they begin coaching the same date as the high school football coaches and with the high school program the first three weeks of practice.

**D. Co-curricular Salary Schedule**

1. Incentive Supplemental Pay for Athlete Personnel

Employees who have coached athletic teams in the District over five years shall be given incentive pay as listed below. The incentive pay shall be determined by multiplying the percentage times the amount of the step for the position the coach is performing and adding that amount to the amount specified at the contracted step.

- a. If an employee holds two coaching positions and the teams practice at different times during the same season and the coach qualifies for incentive pay, they will receive the incentive pay on each position.
- b. If an employee holds two coaching positions and the teams practice at the same time and the coach qualifies for incentive pay, the percentage of incentive pay will be based on the one and one half (1 ½) salary for the two positions.

Incentive pay for athletic personnel:

6 through 10 years of experience	5%
11 through 15 years of experience	15%
16 years and more	25%

**E. Art Teacher Additional Compensation**

Annually, middle and high school art teachers will be paid up to ten (10) hours and elementary art teachers up to five (5) hours at the curriculum rate for after-school work premised on prior approval of the building principal.

#### **F. Summer School Pay Schedule**

1. Available Positions  
Availability of summer school positions depends upon the offerings as published by the summer school director and fees which the Board deems sufficient to finance the program.
2. Preferences  
Preferences shall be given to those teachers who have summer school seniority within the subject area applicable to the position, providing such previous performance shall have been deemed satisfactory by the director of the summer school program and/or the immediate supervisor.
3. Assignment/Approval  
Assignment to the summer school positions is subject to the approval of the summer school administrator and the Assistant Superintendent for Human Resources and Labor Relations.
4. Pay Rate  
Payment for summer school teachers will be \$23.00 per hour. Rates not applicable to SCAMP program.

#### **G. Curriculum Rate**

Payment for curriculum work will be \$23.00 per hour.

#### **H. Building Leadership Team Stipends**

Teachers may apply for teacher leadership activities. The activities may include North Central Association (NCA) International Baccalaureate Organization (IBO) or building initiatives. Teachers who apply for and are assigned to such activities will be compensated with an annual stipend as follows:

1. \$300 per teacher.
2. The total stipend at each building (except Model High School and Bowers Academy) shall not exceed \$2100.00.
3. The total stipend at Model High School and Bowers Academy shall not exceed \$800 at each school building.
4. The stipend will be prorated if the number of participants exceeds the stipend allocated to the school building.
5. The stipend will be prorated if a teacher serves on the leadership team less than the full year.
6. The stipend amount shall be in effect during the term of this contract.

#### **I. Clubs**

Clubs will be established at the building level based on:

- 1) Budget and financial considerations.
- 2) Student and staff interest.
- 3) Central administration approval

The criteria for clubs are:

- a. A minimum of 12 students must actively participate in the club;
- b. The sponsor of a full time club must provide a meeting or activity a minimum of 18 hours during the school year;
- c. Teachers who co-sponsor clubs may share the co-curricular stipend on a prorate basis.

<b>2008-2009 CO-CURRICULAR SCHEDULE</b>
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0.00%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS Head	\$1,908	\$2,337	\$2,731	\$3,094	\$3,652	\$3,835	\$4,200	\$4,565
	MS Asst	\$1,481	\$1,513	\$1,677	\$1,942	\$2,239	\$2,351	\$2,575	\$2,799
Basketball	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS	\$1,448	\$1,481	\$1,645	\$1,974	\$2,534	\$2,661	\$2,914	\$3,167
	7/8 Travel	\$1,660	\$1,693	\$1,863	\$2,202	\$2,778	\$2,917	\$3,195	\$3,472
Swimming	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS	\$1,628	\$1,927	\$2,093	\$2,425	\$2,794	\$2,933	\$3,213	\$3,492
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,758	\$3,060	\$3,688	\$4,253	\$5,152	\$5,410	\$5,925	\$6,440
	HS Asst	\$2,059	\$2,293	\$2,725	\$2,956	\$3,457	\$3,629	\$3,975	\$4,321
	MS	\$1,462	\$1,496	\$1,693	\$2,093	\$2,261	\$2,374	\$2,600	\$2,826
Tennis/CC/Golf	HS Head	\$2,440	\$2,742	\$3,083	\$3,354	\$4,336	\$4,553	\$4,986	\$5,420
	HS Asst	\$1,496	\$1,595	\$1,693	\$1,993	\$2,459	\$2,582	\$2,827	\$3,073
	MS	\$1,429	\$1,496	\$1,561	\$1,861	\$2,028	\$2,130	\$2,333	\$2,535
Intramural	HS	\$932	\$1,297	\$1,396	\$1,728	\$1,961	\$2,059	\$2,255	\$2,451
Athletic Director	MS	\$6,214	\$6,513	\$6,914	\$7,211	\$8,696	\$9,131	\$10,000	\$10,870
Cheerleading	HS Head	\$1,628	\$1,693	\$1,827	\$1,861	\$2,527	\$2,654	\$2,906	\$3,159
	HS JV	\$1,628	\$1,693	\$1,827	\$1,861	\$2,261	\$2,374	\$2,600	\$2,826
	9th	\$863	\$996	\$1,262	\$1,396	\$1,661	\$1,744	\$1,910	\$2,076
Pon Pom	HS	\$1,595	\$1,728	\$2,093	\$2,360	\$2,690	\$2,825	\$3,094	\$3,363

Weight Room	HS	\$765	\$897	\$1,063	\$1,297	\$1,429	\$1,501	\$1,644	\$1,787
Dance	HS (Per Prod)	\$415	\$498	\$615	\$681	\$764			
Drama	HS (Per Prod)	\$1,762	\$2,028	\$2,160	\$2,425	\$2,824			
	MS (Per Prod)	\$665	\$765	\$830	\$964	\$1,328			
Music (VO IN OR)	HS	\$2,491	\$2,987	\$3,688	\$4,086	\$4,585			
	MS	\$1,895	\$2,188	\$2,892	\$2,987	\$4,086			
	ES (Per Prod)	\$198	\$233	\$265	\$300	\$399			
Marching Band	HS	\$1,362	\$1,462	\$1,628	\$1,961	\$2,325			
March Band Camp	HS (per Day)	\$100	\$100	\$100	\$100	\$100			
Forensic	HS Head	\$1,693	\$1,993	\$2,160	\$2,325	\$3,674			
	HS Asst 66%	\$1,118	\$1,316	\$1,425	\$1,534	\$2,425			
	MS Head					\$1,194			
Debate	MS Asst					\$1,076			
	HS	\$1,693	\$1,993	\$2,160	\$2,325	\$3,234			
Quiz Bowl/Mock Trial	MS	\$331	\$830	\$897	\$1,063	\$1,362			
		\$1,229	\$1,362	\$1,496	\$1,628	\$1,895			
Musical	HS Director	\$2,093	\$2,325	\$2,591	\$3,089	\$3,590			
	HS Orch/Voc	\$1,429	\$1,628	\$1,861	\$2,059	\$2,293			
	HS Choreog	\$632	\$729	\$797	\$932	\$1,297			
	HS Light/Set	\$532	\$564	\$597	\$632	\$698			
	MS Director	\$964	\$1,262	\$1,396	\$1,628	\$1,927			
	MS Orch Voc	\$632	\$729	\$797	\$897	\$1,262			
	MS Choreog	\$434	\$499	\$597	\$665	\$765			
Yrbook/Paper and Student Govt.	HS	\$1,496	\$1,661	\$1,927	\$2,059	\$2,725			
	MS	\$964	\$1,197	\$1,229	\$1,297	\$1,328			
Clubs	HS/MS/ES	\$597	\$698	\$830	\$996	\$1,262			
Grade Sponsors	9 thru 12	\$1,197	\$1,328	\$1,429	\$1,628	\$2,059			

## 2009-2010 CO-CURRICULAR SCHEDULE

0.75%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,683	\$4,152	\$4,988	\$5,525	\$6,698	\$7,033	\$7,702	\$8,372
	HS Asst	\$2,419	\$2,719	\$3,316	\$3,813	\$4,411	\$4,631	\$5,072	\$5,513
	MS Head	\$1,923	\$2,354	\$2,751	\$3,117	\$3,680	\$3,864	\$4,231	\$4,599
	MS Asst	\$1,492	\$1,525	\$1,689	\$1,956	\$2,256	\$2,369	\$2,594	\$2,820
Basketball	HS Head	\$3,683	\$4,152	\$4,988	\$5,525	\$6,698	\$7,033	\$7,702	\$8,372
	HS Asst	\$2,419	\$2,719	\$3,316	\$3,813	\$4,411	\$4,631	\$5,072	\$5,513
	MS	\$1,459	\$1,492	\$1,657	\$1,989	\$2,553	\$2,680	\$2,936	\$3,191
	7/8 Travel	\$1,672	\$1,706	\$1,877	\$2,218	\$2,799	\$2,939	\$3,219	\$3,498
Swimming	HS Head	\$3,683	\$4,152	\$4,988	\$5,525	\$6,698	\$7,033	\$7,702	\$8,372
	HS Asst	\$2,419	\$2,719	\$3,316	\$3,813	\$4,411	\$4,631	\$5,072	\$5,513

	<b>MS</b>	\$1,640	\$1,942	\$2,109	\$2,443	\$2,815	\$2,955	\$3,237	\$3,518
<b>BB SB VB HK SC GYM</b>	<b>HS Head</b>	\$2,778	\$3,083	\$3,716	\$4,285	\$5,191	\$5,450	\$5,969	\$6,489
<b>GY WR TR SKI</b>	<b>HS Asst</b>	\$2,074	\$2,311	\$2,745	\$2,979	\$3,482	\$3,657	\$4,005	\$4,353
<b>LAC CompCheer</b>	<b>MS</b>	\$1,473	\$1,507	\$1,706	\$2,109	\$2,278	\$2,392	\$2,620	\$2,847
<b>Tennis/CC/Golf</b>	<b>HS Head</b>	\$2,458	\$2,763	\$3,106	\$3,379	\$4,368	\$4,587	\$5,024	\$5,460
	<b>HS Asst</b>	\$1,507	\$1,606	\$1,706	\$2,008	\$2,477	\$2,601	\$2,849	\$3,096
	<b>MS</b>	\$1,440	\$1,507	\$1,572	\$1,875	\$2,044	\$2,146	\$2,350	\$2,554
<b>Intramural</b>	<b>HS</b>	\$939	\$1,306	\$1,406	\$1,741	\$1,976	\$2,074	\$2,272	\$2,469
<b>Athletic Director</b>	<b>MS</b>	\$6,261	\$6,562	\$6,966	\$7,265	\$8,761	\$9,199	\$10,075	\$10,951
<b>Cheerleading</b>	<b>HS Head</b>	\$1,640	\$1,706	\$1,841	\$1,875	\$2,546	\$2,674	\$2,928	\$3,183
	<b>HS JV</b>	\$1,640	\$1,706	\$1,841	\$1,875	\$2,278	\$2,392	\$2,620	\$2,847
	<b>9th</b>	\$869	\$1,003	\$1,271	\$1,406	\$1,673	\$1,757	\$1,924	\$2,092
<b>Pon Pom</b>	<b>HS</b>	\$1,606	\$1,741	\$2,109	\$2,377	\$2,710	\$2,846	\$3,117	\$3,388
<b>Weight Room</b>	<b>HS</b>	\$771	\$903	\$1,071	\$1,306	\$1,440	\$1,512	\$1,656	\$1,800
<b>Dance</b>	<b>HS (Per Prod)</b>	\$418	\$502	\$620	\$686	\$770			
<b>Drama</b>	<b>HS (Per Prod)</b>	\$1,775	\$2,044	\$2,176	\$2,443	\$2,845			
	<b>MS (Per Prod)</b>	\$670	\$771	\$837	\$971	\$1,338			
<b>Music (VO IN OR)</b>	<b>HS</b>	\$2,510	\$3,009	\$3,716	\$4,116	\$4,619			
	<b>MS</b>	\$1,909	\$2,204	\$2,914	\$3,009	\$4,116			
	<b>ES (Per Prod)</b>	\$199	\$234	\$267	\$302	\$402			
<b>Marching Band</b>	<b>HS</b>	\$1,372	\$1,473	\$1,640	\$1,976	\$2,342			
<b>March Band Camp</b>	<b>HS (per Day)</b>	\$101	\$101	\$101	\$101	\$101			
<b>Forensic</b>	<b>HS Head</b>	\$1,706	\$2,008	\$2,176	\$2,342	\$3,702			
	<b>HS Asst 66%</b>	\$1,126	\$1,326	\$1,436	\$1,546	\$2,443			
	<b>MS Head</b>					\$1,203			
	<b>MS Asst</b>					\$1,084			
<b>Debate</b>	<b>HS</b>	\$1,706	\$2,008	\$2,176	\$2,342	\$3,259			
	<b>MS</b>	\$334	\$837	\$903	\$1,071	\$1,372			
<b>Quiz Bowl/Mock Trial</b>		\$1,239	\$1,372	\$1,507	\$1,640	\$1,909			
<b>Musical</b>	<b>HS Director</b>	\$2,109	\$2,342	\$2,611	\$3,112	\$3,617			
	<b>HS Orch/Voc</b>	\$1,440	\$1,640	\$1,875	\$2,074	\$2,311			
	<b>HS Choreog</b>	\$636	\$735	\$803	\$939	\$1,306			
	<b>HS Light/Set</b>	\$535	\$568	\$601	\$636	\$703			
	<b>MS Director</b>	\$971	\$1,271	\$1,406	\$1,640	\$1,942			
	<b>MS Orch Voc</b>	\$636	\$735	\$803	\$903	\$1,271			
	<b>MS Choreog</b>	\$437	\$503	\$601	\$670	\$771			
<b>Yrbook/Paper and</b>	<b>HS</b>	\$1,507	\$1,673	\$1,942	\$2,074	\$2,745			



Student Govt.	MS	\$971	\$1,206	\$1,239	\$1,306	\$1,338
Clubs	HS/MS/ES	\$601	\$703	\$837	\$1,003	\$1,271
Grade Sponsors	9 thru 12	\$1,206	\$1,338	\$1,440	\$1,640	\$2,074

<b>2010-2011 CO-CURRICULAR SCHEDULE</b>
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0.75%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,710	\$4,183	\$5,026	\$5,566	\$6,748	\$7,085	\$7,760	\$8,435
	HS Asst	\$2,438	\$2,739	\$3,341	\$3,842	\$4,444	\$4,666	\$5,110	\$5,555
	MS Head	\$1,937	\$2,372	\$2,772	\$3,140	\$3,707	\$3,892	\$4,263	\$4,634
	MS Asst	\$1,503	\$1,536	\$1,702	\$1,971	\$2,273	\$2,386	\$2,614	\$2,841
Basketball	HS Head	\$3,710	\$4,183	\$5,026	\$5,566	\$6,748	\$7,085	\$7,760	\$8,435
	HS Asst	\$2,438	\$2,739	\$3,341	\$3,842	\$4,444	\$4,666	\$5,110	\$5,555
	MS	\$1,470	\$1,503	\$1,669	\$2,004	\$2,572	\$2,701	\$2,958	\$3,215
	7/8 Travel	\$1,685	\$1,719	\$1,891	\$2,235	\$2,820	\$2,961	\$3,243	\$3,525
Swimming	HS Head	\$3,710	\$4,183	\$5,026	\$5,566	\$6,748	\$7,085	\$7,760	\$8,435
	HS Asst	\$2,438	\$2,739	\$3,341	\$3,842	\$4,444	\$4,666	\$5,110	\$5,555
	MS	\$1,653	\$1,956	\$2,125	\$2,461	\$2,836	\$2,977	\$3,261	\$3,545
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,799	\$3,106	\$3,743	\$4,317	\$5,230	\$5,491	\$6,014	\$6,537
	HS Asst	\$2,090	\$2,328	\$2,766	\$3,001	\$3,509	\$3,684	\$4,035	\$4,386
	MS	\$1,484	\$1,518	\$1,719	\$2,125	\$2,295	\$2,410	\$2,639	\$2,869
Tennis/CC/Golf	HS Head	\$2,477	\$2,784	\$3,129	\$3,405	\$4,401	\$4,621	\$5,061	\$5,501
	HS Asst	\$1,518	\$1,619	\$1,719	\$2,023	\$2,496	\$2,620	\$2,870	\$3,120
	MS	\$1,451	\$1,518	\$1,584	\$1,889	\$2,059	\$2,162	\$2,368	\$2,574
Intramural	HS	\$946	\$1,316	\$1,417	\$1,754	\$1,990	\$2,090	\$2,289	\$2,488
Athletic Director	MS	\$6,308	\$6,611	\$7,018	\$7,319	\$8,827	\$9,268	\$10,151	\$11,034
Cheerleading	HS Head	\$1,653	\$1,719	\$1,855	\$1,889	\$2,565	\$2,694	\$2,950	\$3,207
	HS JV	\$1,653	\$1,719	\$1,855	\$1,889	\$2,295	\$2,410	\$2,639	\$2,869
	9th	\$876	\$1,011	\$1,281	\$1,417	\$1,686	\$1,770	\$1,939	\$2,107
Pon Pom	HS	\$1,619	\$1,754	\$2,125	\$2,395	\$2,731	\$2,867	\$3,140	\$3,413
Weight Room	HS	\$777	\$910	\$1,079	\$1,316	\$1,451	\$1,523	\$1,669	\$1,814
Dance	HS (Per Prod)	\$421	\$506	\$624	\$691	\$776			

Drama	HS (Per Prod)	\$1,789	\$2,059	\$2,192	\$2,461	\$2,866
	MS (Per Prod)	\$675	\$777	\$843	\$979	\$1,348
Music (VO IN OR)	HS	\$2,529	\$3,032	\$3,743	\$4,147	\$4,654
	MS	\$1,923	\$2,221	\$2,936	\$3,032	\$4,147
	ES (Per Prod)	\$201	\$236	\$269	\$305	\$405
Marching Band	HS	\$1,382	\$1,484	\$1,653	\$1,990	\$2,360
March Band Camp	HS (per Day)	\$102	\$102	\$102	\$102	\$102
Forensic	HS Head	\$1,719	\$2,023	\$2,192	\$2,360	\$3,729
	HS Asst 66%	\$1,134	\$1,335	\$1,447	\$1,558	\$2,461
	MS Head					\$1,212
	MS Asst					\$1,092
Debate	HS	\$1,719	\$2,023	\$2,192	\$2,360	\$3,283
	MS	\$336	\$843	\$910	\$1,079	\$1,382
Quiz Bowl/Mock Trial		\$1,248	\$1,382	\$1,518	\$1,653	\$1,923
Musical	HS Director	\$2,125	\$2,360	\$2,630	\$3,136	\$3,644
	HS Orch/Voc	\$1,451	\$1,653	\$1,889	\$2,090	\$2,328
	HS Choreog	\$641	\$740	\$809	\$946	\$1,316
	HS Light/Set	\$540	\$573	\$606	\$641	\$708
	MS Director	\$979	\$1,281	\$1,417	\$1,653	\$1,956
	MS Orch Voc	\$641	\$740	\$809	\$910	\$1,281
	MS Choreog	\$440	\$506	\$606	\$675	\$777
Yrbook/Paper and Student Govt.	HS	\$1,518	\$1,686	\$1,956	\$2,090	\$2,766
	MS	\$979	\$1,215	\$1,248	\$1,316	\$1,348
Clubs	HS/MS/ES	\$606	\$708	\$843	\$1,011	\$1,281
Grade Sponsors	9 thru 12	\$1,215	\$1,348	\$1,451	\$1,653	\$2,090

<b>2011-2012 CO-CURRICULAR SCHEDULE</b>
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0.75%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,738	\$4,214	\$5,063	\$5,608	\$6,799	\$7,138	\$7,818	\$8,498
	HS Asst	\$2,456	\$2,760	\$3,366	\$3,870	\$4,477	\$4,701	\$5,149	\$5,596
	MS Head	\$1,952	\$2,390	\$2,793	\$3,164	\$3,735	\$3,922	\$4,295	\$4,669
	MS Asst	\$1,515	\$1,548	\$1,715	\$1,986	\$2,290	\$2,404	\$2,633	\$2,862
Basketball	HS Head	\$3,738	\$4,214	\$5,063	\$5,608	\$6,799	\$7,138	\$7,818	\$8,498
	HS Asst	\$2,456	\$2,760	\$3,366	\$3,870	\$4,477	\$4,701	\$5,149	\$5,596
	MS	\$1,481	\$1,515	\$1,682	\$2,019	\$2,591	\$2,721	\$2,980	\$3,239
	7/8 Travel	\$1,697	\$1,731	\$1,905	\$2,252	\$2,841	\$2,983	\$3,267	\$3,551
Swimming	HS Head	\$3,738	\$4,214	\$5,063	\$5,608	\$6,799	\$7,138	\$7,818	\$8,498
	HS Asst	\$2,456	\$2,760	\$3,366	\$3,870	\$4,477	\$4,701	\$5,149	\$5,596
	MS	\$1,665	\$1,971	\$2,141	\$2,480	\$2,857	\$3,000	\$3,285	\$3,571
BB SB VB HK SC GYM GY WR TR SKI	HS Head	\$2,820	\$3,129	\$3,772	\$4,350	\$5,269	\$5,532	\$6,059	\$6,586
	HS Asst	\$2,105	\$2,345	\$2,787	\$3,023	\$3,535	\$3,712	\$4,065	\$4,419

LAC CompCheer	MS	\$1,495	\$1,530	\$1,732	\$2,141	\$2,312	\$2,428	\$2,659	\$2,890
Tennis/CC/Golf	HS Head	\$2,495	\$2,804	\$3,152	\$3,430	\$4,434	\$4,656	\$5,099	\$5,543
	HS Asst	\$1,530	\$1,631	\$1,732	\$2,039	\$2,514	\$2,640	\$2,892	\$3,143
	MS	\$1,462	\$1,530	\$1,596	\$1,903	\$2,074	\$2,178	\$2,385	\$2,593
Intramural	HS	\$953	\$1,326	\$1,427	\$1,767	\$2,005	\$2,106	\$2,306	\$2,507
Athletic Director	MS	\$6,355	\$6,661	\$7,071	\$7,374	\$8,893	\$9,338	\$10,227	\$11,116
Cheerleading	HS Head	\$1,665	\$1,732	\$1,869	\$1,903	\$2,585	\$2,714	\$2,972	\$3,231
	HS JV	\$1,665	\$1,732	\$1,869	\$1,903	\$2,312	\$2,428	\$2,659	\$2,890
	9th	\$883	\$1,018	\$1,290	\$1,427	\$1,698	\$1,783	\$1,953	\$2,123
Pon Pom	HS	\$1,631	\$1,767	\$2,141	\$2,413	\$2,751	\$2,889	\$3,164	\$3,439
Weight Room	HS	\$783	\$917	\$1,087	\$1,326	\$1,462	\$1,535	\$1,681	\$1,827
Dance	HS (Per Prod)	\$424	\$509	\$629	\$697	\$782			
Drama	HS (Per Prod)	\$1,802	\$2,074	\$2,209	\$2,480	\$2,888			
	MS (Per Prod)	\$680	\$783	\$849	\$986	\$1,358			
Music (VO IN OR)	HS	\$2,548	\$3,054	\$3,772	\$4,178	\$4,689			
	MS	\$1,938	\$2,237	\$2,958	\$3,054	\$4,178			
	ES (Per Prod)	\$202	\$238	\$271	\$307	\$408			
Marching Band	HS	\$1,393	\$1,495	\$1,665	\$2,005	\$2,378			
March Band Camp	HS (per Day)	\$102	\$102	\$102	\$102	\$102			
Forensic	HS Head	\$1,732	\$2,039	\$2,209	\$2,378	\$3,757			
	HS Asst 66%	\$1,143	\$1,345	\$1,458	\$1,569	\$2,480			
	MS Head					\$1,222			
	MS Asst					\$1,100			
Debate	HS	\$1,732	\$2,039	\$2,209	\$2,378	\$3,308			
	MS	\$339	\$849	\$917	\$1,087	\$1,393			
Quiz Bowl/Mock Trial		\$1,257	\$1,393	\$1,530	\$1,665	\$1,938			
Musical	HS Director	\$2,141	\$2,378	\$2,650	\$3,159	\$3,672			
	HS Orch/Voc	\$1,462	\$1,665	\$1,903	\$2,105	\$2,345			
	HS Choreog	\$646	\$746	\$815	\$953	\$1,326			
	HS Light/Set	\$544	\$577	\$610	\$646	\$714			
	MS Director	\$986	\$1,290	\$1,427	\$1,665	\$1,971			
	MS Orch Voc	\$646	\$746	\$815	\$917	\$1,290			
	MS Choreog	\$444	\$510	\$610	\$680	\$783			
Yrbook/Paper and Student Govt.	HS	\$1,530	\$1,698	\$1,971	\$2,105	\$2,787			
	MS	\$986	\$1,224	\$1,257	\$1,326	\$1,358			
Clubs	HS/MS/ES	\$610	\$714	\$849	\$1,018	\$1,290			
Grade Sponsors	9 thru 12	\$1,224	\$1,358	\$1,462	\$1,665	\$2,105			

## **ARTICLE 21 - SABBATICAL AND PROFESSIONAL GROWTH LEAVE**

### **A. Sabbatical Leave**

There may be sabbatical leave granted yearly to eligible individuals, per Board Policy 4402.1, dated July 1, 1981. Sabbatical leave shall be at 100% of the teacher's annual salary.

### **B. Professional Growth Leave**

There may be up to 20 weeks of professional growth leave granted yearly to those individuals eligible per the professional growth leave provisions. Professional growth leave shall be at 100% of the teacher's salary.

At the completion of a professional growth leave, the teacher shall be returned to the same assignment held prior to the commencement of the leave.

## **ARTICLE 22 - SCHOOL CLOSING**

### **A. Inclement Weather**

#### 1. School Canceled

Teachers shall be expected to report for work on any day when school sessions are scheduled. If the schedule is canceled by the Superintendent due to weather or other conditions beyond control, this official closing will be announced on Radio Stations, WJR (760 AM), WXYT (1270 AM), WKQI (95.5 FM) WWJ (950 AM), WBFH (88.1 FM), or through a program established by the administration.

#### 2. Facility Closed

In the event that a facility must be closed, the building teachers may be assigned to another location in order that they may work on projects related to their respective building instructional program.

### **B. Make-Up Instructional Days**

In order to be eligible to receive State Aid under the State School Aid Act of 1979 (MCL 388.1701), the District must provide the required minimum number of days and hours of pupil instruction under Section 1284 of The Revised School code (MCL 380.1284). To the extent required by law to meet the eligibility requirements to receive full state aid, days of student instruction will be added to the end of the calendar to make up for instruction days lost due to inclement weather. Such days will be scheduled on consecutive week days beginning on the scheduled record day in June, and the scheduled record day will be moved to the end of the calendar.

Such make-up instructional time will be provided by increasing the last student instruction day from a half to a whole day, and then following the procedure described in the above paragraph.

## **ARTICLE 23 - PAID LEAVES**

## **A. Allocation of Days**

At the beginning of every school year, each teacher shall be credited with eleven (11) days leave (14 days for Wing Lake) except there shall be one additional day provided for observance of religious holidays to be used as follows:

### 1. Sick Leave

- a. Personal illness of the employee.
- b. Absence for critical illness in the family (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
- c. Absence to make arrangements for medical or nursing care for emergency illness in the immediate family, as defined above.

### 2. Personal Days

Up to three (3) days per year from current leave days may be used as personal days as follows:

- a. The use of a personal day does not require a written statement by the teacher giving the specific reason for using the personal day. However, if a teacher requests use of a personal day during one of the time periods outlined in sections (b) and (c) above, the teacher may be requested to set forth a specific reason for such leave.
- b. The use of two or more consecutive personal days, including the days Thursday through Tuesday, may not be used in connection with a weekend. Approval for use of such days may be granted for special circumstances.
- c. Personal days may not be used for extended vacations. Accordingly, personal days cannot be utilized on a day immediately before or after a holiday, vacation or beginning or end of the school year. Approval for use of such days may be granted for special circumstances.
- d. Use of personal days is subject to the approval of the immediate supervisor and the Assistant Superintendent for Human Resources and Labor Relations.

### 3. Religious Holidays

Absence for attendance of religious holidays, up to five (5) days per year, may be approved. Days one (1), two (2), four (4) and five (5) shall be deducted from the yearly allocation of eleven (11) paid leave days. Day three (3) shall be an additional paid leave day and shall not be deducted from the yearly allocation.

### 4. Special Leave

Special leave is for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the sole discretion of the Assistant Superintendent for Human Resources and Labor Relations.

Special leave days may be used to respond to a subpoena of a court of law.

5. Funeral Leave

Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family.

Additional paid days will be approved dependent on family relations, circumstances and/or travel involved, as determined by the immediate supervisor, provided such additional leave days are available in the current leave allocation. For the purpose of this section, the immediate family shall be defined as spouse, child, parent, brother or sister, grandparents, parents-in-law, or a person living in the teacher's home. Consideration may be given for other special circumstances at the sole discretion of the administration (i.e., grandchild's funeral).

One day shall be granted for the purpose of attending the funeral of a personal friend.

6. Leave Requests

Whenever possible, leave days must be requested in advance on the form available in each school building office. The request shall include a statement by the teacher that the leave request is for a purpose authorized within this section, as set forth above. The teacher may be requested to set forth a specific reason for such leave.

**B. Leave Day Provisions**

1. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.
2. The above leaves will be granted only to the extent that current leave days are available.

**C. Maternity Leave**

1. Notify Human Resources Department

The employee, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the Human Resources manager in the Human Resources Department. (Upon request, an employee's pregnancy will be kept confidential by the Human Resources Department through the sixth month of pregnancy.) The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date of confinement and the employee's ability to continue employment. A written request for a disability leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

2. Short Term Disability

Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation (short term disability)

provisions in Article 25(D)(12). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job.

**D. Jury Duty**

1. Procedure

Employees who are summoned for jury duty must notify the Human Resources Office within twenty-four (24) hours of receipt of the notice. If the employee reports for jury duty, the employee shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working that day (see Article 20, Section D) and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work. Time spent on jury duty shall not be charged against leave days.

2. Eligibility for Jury Duty Pay Differential

To be eligible for the jury duty pay differential, the employee must furnish the Human Resources Office with a written statement from the appropriate public official listing amounts of pay received and the days on jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.

**E. Workers' Compensation**

1. Reporting

Any employee who is injured during the course of his/her employment must submit a completed Accident Report to the Human Resources Office within three work days.

2. Payment

In the event an employee is absent from work due to a job-related accident, the employee will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the employee's full salary and such monies as may be received as Workers' Compensation benefits (loss of time benefits).

3. Use of Leave Days

No leave days shall be charged for absences related to a compensable job-related accident.

Any employee required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved employee. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the employee is scheduled to work, unless approved by the immediate supervisor.

4. Absence Beyond One Year

- a. Not Eligible for Short Term Benefits  
Should the employee continue to be off work beyond a period of one calendar year, the employee shall not then be eligible for short-term disability Benefits under Article 25, Section D(13).
- b. Benefits Payable Only Under Workers' Compensation and LTD  
Any benefits beyond one year shall be payable only under the terms of Workers' Disability Compensation Act, and Long-Term Disability insurance coverage of the District. No District supplement will be made after twelve months.
- c. Job Not Held Open  
If the employee does not return to work after one calendar year from the initial date of injury, the employee's position will not be held open for the employee and the provisions of Article 24(A) - Leaves of Absence Without Pay or Credit will apply.

**F. Carried Over Leave Days**

Leave days that are not used during a school year will be carried over for use in the next school year. Carried over leave days may be used as follows:

- 1. When current leave days have been exhausted.
- 2. If current leave days for the year are depleted, employees may use up to one (1) personal day from the accumulated leave bank. In no case can the total exceed (3) personal days during the year.
- 3. Employees shall continue to earn 100% of their daily rate/salary to the extent of accumulated leave bank days as outlined in the above paragraph, with a day of deduction for each day of pay.

**ARTICLE 24 - UNPAID LEAVES**

**A. Leaves of Absence - Without Pay and Without Salary Credit**

- 1. Medical Leave for Extended Illness  
An employee is entitled to a medical leave of absence for an extended illness.
  - The leave is available for up to one calendar year from the date the leave began.
  - To be eligible for the leave, the employee must apply for the leave, in writing, by completing the appropriate Family and Medical Leave Request form, available from the Human Resources Office.
  - The application for leave must be completed within the first 5 days of absence, whenever possible.
- 2. Short Term Disability  
During the initial year of disability, the employee is eligible for short term disability insurance in accordance with the applicable provisions of Article 25(D)(12) - Short Term Disability. This initial year of disability will be considered a paid disability, and the employee will accrue seniority and earn salary schedule credit. If an employee returns to



work during the initial year of disability, he/she will be returned to his/her regular position.

3. Position Not Held Open After One Year

If an employee does not return to work after one calendar year from the date the leave began, the employee's position will not be held open for the employee.

4. Use of Accumulated Leave Days to Extend Medical Leave of Absence and Employment Rights

An employee who has completed the probationary period may use his/her unused accumulated leave days to extend the first medical leave of absence and his/her employment rights. If an employee's leave bank exceeds the initial year of disability, the employee's right to return to work to the first BHEA vacancy for which the employee is certified and qualified will be extended for a period equal to the additional leave days. For example:

Leave Bank	=	289 days
Leave Days used	=	189 days

First medical leave of absence and employment rights continue for an additional 100 work days.

The employee will not receive compensation for the leave days after the initial calendar year of disability, nor is the employee eligible to receive employer paid benefits after the initial calendar year of disability. Any compensation or benefits beyond one year is payable to eligible employees only under long term disability insurance or Workers' Disability Compensation Act.

5. Second Year Leave of Absence for Employees Who Have Completed the Probationary Period

After the initial period of disability, an employee who has completed the probationary period may make a written request to extend the leave for an additional year. The second year would be considered an unpaid leave of absence, for medical reasons. The request must be made at least thirty (30) days prior to the expiration of the first calendar year of absence. The Board may grant the request at its discretion. The employee's position will not be held open for the employee during the second year leave of absence.

An employee who is granted a second year of medical leave and who is medically able to return to work before the expiration of the second year, will be given priority for placement in a vacant BHEA position for which the employee is certified and qualified. If the employee retires during this time period, this paragraph does not apply.

6. Separation from Employment

If the employee does not request the additional year leave of absence or if the Board denies the request, the employee will be separated from employment with Bloomfield Hills Schools. An employee who does not return to work at the conclusion of the second year leave of absence will be separated from employment with Bloomfield Hills Schools.

7. Return to Work

The employee must supply a physician's authorization permitting the employee to return to work. The District may require the employee to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return to

work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final.

8. Probationary Employees

A probationary employee is eligible for the short term disability and long term disability insurance provisions of Article 25(D)(11) & (12), and the Worker's Disability Compensation under Article 23(E). However, a probationary employee is not eligible for a second year leave of absence. A probationary employee who does not return to work at the conclusion of one calendar year after commencement of the absence, shall be separated from employment.

9. Worker's Disability Compensation

If the employee's medical leave is determined to be compensable under the Worker's Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave during the first calendar year of the absence and provisions of Article 23(E) - Workers Compensation, shall apply. The employee will accrue seniority and earn salary schedule credit during the first calendar year of worker's disability compensation leave. If an employee returns to work during the initial year of disability, he/she will be returned to his/her regular position.

10. Maternity Leave

a. Maternity Leave of Absence for Balance of School Year:

A teacher must present a physician's certificate on or before the fourth month of pregnancy stating the ability and advisability of her continuing to work and that her pregnancy does not create an "industrial risk," and that the teacher is able to fulfill her regular duties. Upon request, an employee's pregnancy will be kept confidential by the Human Resources Department through the sixth month of pregnancy. An unpaid maternity leave of absence for the balance of the school year shall be granted upon request. The leave shall commence subsequent to the paid disability leave which concludes when the teacher is no longer disabled. The maternity leave shall expire on June 30 of the school year in which the leave is granted.

An unpaid maternity leave of absence for the balance of the school year is not available to teachers until they have completed one full year of employment as a member of BHEA. However, after completion of the year of employment, such teachers are eligible for the first year and second year maternal care leaves provided below.

b. First-Year Maternal Care Leave:

Upon request, a first-year maternal care leave shall be granted by the Board after the expiration of the maternity leave for a period of one year.

c. Second-Year Maternal Care Leave:

A second year maternal care leave shall be granted upon request.

d. Mutual Agreement to Terminate Leave and Return to Work:

The teacher may return from leave at any time during the maternity leave upon mutual agreement between the teacher and the Board, providing there is a vacancy for which the teacher is certified and qualified. A teacher returning is guaranteed a position commensurate with her training, experience, and certification. A reasonable effort will be made to return the teacher to her

original position, but a specific position in a specific school cannot be guaranteed upon return from leave.

e. Expiration of Leave - Notification of Return to Work:

When the maternity leave expires, the teacher shall indicate her desire to return the following school year as early as possible, but no later than April 1, or as defined in Section (E) of this Article — Return from Leave of Absence.

Adoption:

In cases of adoption, the provisions of A(10) of this article shall apply.

11. Public Office

Any teacher who has completed the probationary period who files proper application to campaign, or serve, in an elected public office may be granted leave of absence for one year.

**B. Military Service**

Teachers who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion, a certification of physical and/or mental capacity may be required as a condition of re-employment.

**C. Non-compensable Leave - Up to Five Days**

A teacher shall be granted a short-term leave without pay for the purpose of attending to private matters for a period of up to five (5) teaching days contingent on the approval of the appropriate administrator.

Non-compensable leaves shall not be approved for use at the beginning or the end of the school year or the holiday recess periods and, further, such leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events, or extended vacations. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.

**D. General Leaves of Absence**

A leave of absence may be granted for other reasons as approved by the Board. This provision shall not be subject to the grievance procedure.

**E. Return From Leave of Absence**

Those individuals on leave of absence must inform the Human Resources Office of their intent to return, or request an extension, if eligible, on or before April 1 of the school year during which the leave of absence is in effect.

Before an individual on a medical, maternity, or maternal care leave will be returned to work, a physician's statement must be provided stating that the teacher may return to full-time teaching with no limitations.

Individuals on leave of absence who do not notify the Human Resources Office on or before April 1 will be considered as having voluntarily resigned.

**F. Paternal Care**

The Board of Education will provide a paternal care leave equivalent to the maternal care leave as provided in Section A(10) of this Article.

**G. Family and Medical Leave Act**

**Basic Leave Entitlement:** Bloomfield Hills Schools Family and Medical Leave Regulation allows eligible employees to take up to twelve (12) work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to twelve (12) work weeks of unpaid leave for military exigencies, and up to a total of twenty-six (26) work weeks of unpaid leave to care for a covered military service member. Appendix C to this contract contains the regulation applicable to FMLA leave. Compensable absences and use of leave days are included in the calculation of the 12 work weeks for FMLA.

Additional information and forms relating to Family and Medical leaves are available from the Human Resources Department.

**ARTICLE 25 - INSURANCE PROTECTION**

**A. Eligibility**

The Board shall provide a cafeteria benefit plan (*Educated Choices*) that includes coverages and benefits as defined in this Article and in accordance with contract provisions for eligible members. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive the benefits.

Designation of the insurance carrier in this Article is contingent upon the carrier's agreement to individually experience rate the bargaining unit as a separate group, to provide the District with such information as it may request relating to the bargaining unit's experience rating and to eliminate true group requirements for any aspect of the plan. The employer may waive any or all of the above criteria.

The specifications for the Community Blue PPO Option I will be bid during the 2010-11 school year. The third party administrator will be bid prior to bidding the Community Blue PPO specifications.

**B. Commencement and Duration of Coverage**

1. Commencement of Insurance Benefits

Subject to the terms of the contracts with the respective insurance carriers, insurance benefits shall commence on the first day of the month nearest the first compensable working day. Coverage shall remain in effect for the duration of this Agreement as long as the employee is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works.

2. Benefits Continue through August for Leaves of Absence

Benefits will continue through the month of August following the school year completed for employees who complete the school year and then take a leave of absence or who are laid off.

**C. Duplication of Hospital/Medical Coverage Permitted While District is Self Insured**

Duplication of hospitalization insurance is permitted as long as the District is self insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan.

If District Not Self Insured

In the event the District is no longer self insured, duplication of medical/hospitalization insurance will not be permitted. The Human Resources Department will notify employees, in writing, if the district is no longer self insured. In that event, employees shall not knowingly cause the Board to provide medical/hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Association shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

**D. Cafeteria Benefit Plan - *Educated Choices***

The employer will provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following options:

1. Medical/Hospitalization Benefits from August 31, 2008 through October 31, 2009

The medical/hospitalization benefits outlined in the August 31, 2005 through August 30, 2008 collective bargaining agreement will remain in effect through October 31, 2009.

2. Medical/Hospitalization Insurance- Full Time Staff (Effective November 1, 2009)

(For staff who are less-than-full-time employees, see paragraph E of this Article.)

Effective November 1, 2009, for each full-time employee who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer will pay the premium or self insure for:

a. Community Blue – Option 1: \$10.00 OVCopay. CBPCM (Unlimited Preventive Benefit), Mental Health 20%, \$10/\$20/\$40 RX (RX, MOPD, PCD, PD-CM, CI).

- CB certificate that includes \$10.00 office visit–\$10.00 office copay.
- Preferred Rx Certificate – National Pharmacy Network;
- Triple Tier drugs: \$10 generic/\$20 preferred brand/\$40 non-preferred brand.
- MOPD-Mail Order Prescription Drugs;
- PCD - Prescription Contraception Devices;
- PD-CM – Prescription Drug Contraception Medication;
- CI – Contraception Injectables;
- CB-PCM – Replaces \$ maximum with an unlimited maximum.
- CB-MHP 20% Mental Health 20% - reduces employee's mental health coinsurance to 20%.

The employee is also eligible to receive the following:

- b. Cash Payment in Lieu of Medical/Hospitalization Insurance: The employer will provide a Cash In Lieu of Health insurance option each year for those individuals who do not elect the employer-provided medical/hospitalization insurance. This plan shall be in the amount of \$1000 for staff eligible for single-subscriber coverage, \$1400 for staff eligible for two-person coverage and \$1800 for staff eligible for full-family coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.
- c. Family Continuation Coverage: Medical insurance will include family continuation coverage for each eligible teacher who makes proper application to participate.
- d. Sponsored Dependents: Teachers desiring to extend coverage to sponsored dependents may do so by electing this coverage as a payroll deduction within the Cafeteria Benefit program.
- e. Employee Contribution

Effective November 1, 2009, each employee electing health insurance coverage shall make the following annual pre-tax contribution:

2009-10 School Year

Single	\$250
Two Person	\$500
Full Family	\$500

2010-11 School Year and After

Single	\$500
Two Person	\$1000
Full Family	\$1000

- f. Health Risk Assessment/Rebate
  - 1. Health Risk Assessment  
Effective with the November 1, 2009 Cafeteria Benefits plan year, employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider. The health risk assessment includes height, weight, pulse and tests for the following as outlined on the Health Risk Assessment form:

Fasting Glucose
Hemogram
Lipid Panel

The Health Risk Assessment form will be available in the Human Resources Department.
  - 2. Partial Rebate of Pre-tax Contribution

Employees and their spouses (if applicable) who participate in the annual health risk assessment are eligible to receive a partial rebate of the employee pre-tax contribution provided in subparagraph (2)(e) above. The rebate of the annual contribution is as follows:

<u>School Year</u>	<u>Partial Rebate</u>
2009-10	\$125 single/\$250 two persons or full family
2010-11 and after	\$250 single/\$500 two persons or full family

Eligibility for the partial rebate is based upon the receipt by the Benefits Coordinator, in the Human Resources Department of the completed health risk assessment form by the following dates:

Rebate for 2009-10 school year: July 31, 2009

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between July 1, 2008 and July 31, 2009.

Rebate for 2010-11 school year: May 1, 2010

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 1, 2009 and April 30, 2010

Rebate for 2011-12 school year  
and after: May 1, 2011

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between May 1, 2010 and April 30, 2011.

Rebate for 2012-13 school year (if agreed upon): May 1, 2012

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between May 1, 2011 and April 30, 2012.

Forms received after the due date will not qualify the employee for the partial rebate. *There will be no exceptions.*

The partial rebate is premised upon each adult (employee and spouse (if applicable)) participating in the annual health risk assessment. In the event only one adult in a two adult household participates, the rebate will be reduced by 50%. For example, for the 2009-10 school year, if one adult in a two adult family did not participate, the rebate would be \$125.

In the event of two person or full family coverage, where only one adult participates in the annual health risk assessment, the rebate will be reduced by 50%.

3. Vision Plan

The employer will pay the premium for a vision care program for full-time employees and employees eligible for vision coverage under section E of this Article (Insurance Benefits - less than full time).

The vision care program will provide a percentage of reimbursement for vision care as provided by the carrier and outlined in the *Educated Choices* workbook. The plan shall provide for annual services, including examination, lenses and a \$35 cap on frames and contact lenses.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications. The Association will have prior notice of any carrier change.

4. Dental Plan

The employer will pay the premiums for a dental program for full-time and other eligible employees that will pay 100% for Class I and Class II preventative and basic care, 70% for Class III restorative, and 60% for Class IV (orthodontic). Individual dollar expenditures per year in Classes I, II and III shall not exceed \$1,250/person; and in Class IV individual expenditures shall not exceed \$1,000/lifetime. These percentages of reimbursements for dental care will be in accordance with the coverage schedule provided by the carrier and outlined in the *Educated Choices* Workbook.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications. The Association will have prior notice of any carrier change.

5. Life Insurance

The employer shall select the insurance carrier who will provide each teacher with a forty-five thousand dollar (\$45,000) group term life insurance policy. Such program shall pay to the teacher's designated beneficiary, the sum of forty-five thousand dollars (\$45,000) upon death.

6. Additional Life Insurance — optional

Employees have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000, at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability may be required.

7. Dependent Life Insurance — optional

Employees have the option to purchase life insurance for their spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability may be required.

8. Accidental Death and Dismemberment

The employer will provide each employee with an accidental death and dismemberment insurance policy which shall pay to the designated beneficiary the sum of forty-five



thousand dollars (\$45,000) upon accidental death. Dismemberment benefits payable to the employee shall be in accordance with the policy benefit schedule.

9. Health Care Reimbursement Account — optional

Each employee will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

10. Dependent Care Reimbursement Account — optional

Each employee will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

11. Long-Term Disability Insurance

The employer shall provide a long-term disability insurance plan. The disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$5000 per month to the employee who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after 12 months of such sickness or injury and shall be payable until the employee returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the employee's regular salary divided by 12.

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

12. Short-Term Disability

Each employee who is unable to work due to an extended illness or accident will be provided the following short term disability insurance coverage:

- a. After *qualifying for* and after making proper application, in compliance with the Family Medical Leave Act, the employee shall continue to be paid according to the following percentage:

Percentage of Salary

After depletion of Leave Bank days and after making proper application in compliance with the Family Medical Leave Act, the employee shall continue to be paid according to the following percentage of salary:

- 1) If the average of the annual unused leave days is six (6) days, or more per year, the employee will earn 100% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- 2) If the average of the annual unused leave days is between 2-5 days (but not 6) the employee will earn 90% of the daily rate/salary for scheduled

work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.

- 3) If the average of the annual unused leave days is between 0-1 day (but not 2) the employee will earn 75% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- 4) For purposes of computation of the annual unused leave days of this clause only, the number of leave days shall be deducted from eleven (11).

b. Qualification for Short-Term Disability

To qualify for the short-term disability, the employee must (a) be ill for five (5) consecutive days, or more, (b) complete the Application for Short Term Disability Benefits form (c) complete the Application for Family Medical Leave form (d) provide the human resources office with a completed Certification of Health Care Provider form, (e) use a minimum of five (5) leave days and (f) deplete their sick bank to a balance of no greater than five (5) days. Leave days remaining in the bank at this time will be available for use upon return from disability. However, at the onset of their disability, the employee may elect to deplete their leave bank to zero (0).

c. Formula — average annual unused leave day accumulation

To determine the average annual unused leave day accumulation, the following formula shall be used:

- 1) For the most recent five years of employment or years of service whichever is less, the unused leave days as of June 30 will be divided by the years of service to a maximum of five years to determine the average annual accumulation.
- 2) The year of disability shall not be included in this calculation (example).

Most Recent Years

<u>of Service</u>	<u>Base Days</u>	<u>Days Used</u>	<u>Balance</u>
Year 1	11	2	9
Year 2	11	3	8
Year 3	11	4	7
Year 4	11	2	9
Year 5	11	3	8
Totals	55	14	41

Average accumulation: 41 days divided by 5 years = 8.2 days

8.2 days = 100% short term disability pay

A lengthy illness may deplete the leave bank, however, an annual balance can be no less than zero (0) for a given year. *Staff members who elect to retain five (5) leave days to use when they return from Short Term Disability will have zero (0) used for that year when calculating future disability percentage amounts.*

- d. Days of illness beyond sick bank days accumulation, and, not at least five (5) consecutive days, are deductible in pay.
- e. Recurrence of Illness Within Ten Days After Return to Work  
An employee who returns to work following an extended illness shall have ten (10) school days during which time he/she continues to be eligible for the short-term disability coverage should the illness reoccur within the ten day period.
- f. Employee Shall Not Receive More Than 100% of Annual Salary  
Under the terms of this provision an employee shall not receive more than his/her annual salary.
- g. Return to Work  
The employee must supply a physician's authorization (on a District approved form) permitting the employee to return-to-work. The District may require the employee to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return-to-work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final.
- h. Position Not Held Open After One Year  
If an employee does not return to work after one calendar year from the initial date of disability, the employee's position will not be held open for the employee.
- i. Extension of Leave Beyond One Year  
After the initial year of disability, and employee may make a written request to extend the leave for an additional year in accordance with the applicable provisions (Article 24(A)(1) Leaves of Absence - Without Pay and Without Salary Credit).
- j. Disabilities Incurred Prior to Employment with the District  
The short-term disability benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with the district.
- k. Benefits  
An employee eligible for short term disability insurance protection will continue to receive all benefits through the cafeteria benefits plan for which the employee is eligible for up to one calendar year. At the conclusion of the year, all district provided benefits will cease other than the benefits provided by long term disability insurance for which the employee is eligible.
- l. Workers' Compensation  
If the employee's medical leave is determined to be compensable under the Workers' Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave. The employee will not be eligible for short term disability, and the provisions of Article 24 23 (E) - Workers Compensation, shall apply.

**E. Insurance Benefits - Less than Full Time**

Each less-than-full-time or shared-time employee will have the premiums paid for the following coverages as elected by the individual within the Cafeteria Benefits program (*Educated Choices*). Less than full time staff will have the same options for Medical insurance plan choices as outlined in Section D(1) and (2) of this Article.

1. Each employee working a schedule of 75% but less than 100% may elect single-subscriber hospital/medical, single subscriber dental and vision insurance or full-family dental and vision if no health coverage is elected. In the event that no health, dental or vision is elected, the cash in lieu of health insurance option defined in Section D(2)(b) of this Article may be elected.
2. Schedule of Less Than 75%  
Each employee working a schedule of less than 75% may elect single-subscriber health or full-family dental and vision. If no health, dental or vision plan is elected, the cash in lieu of health insurance option defined in Section D(2)(b) of this Article may be elected.
3. Short Term Disability, Long Term Disability and Life Insurance Provided  
Each employee will be provided with short-term disability, long-term disability and life insurance, as defined in the collective bargaining agreement; and leave days will be equal to the length of day worked.

## **ARTICLE 26 - PROFESSIONAL DEVELOPMENT**

A. The Board shall encourage and assist the Association in its services to the teachers of Bloomfield Hills in matters such as housing information, community orientation, charity collections, i.e., United Fund, faculty social and recreational events.

B. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

C. The Board agrees to provide, upon application, the necessary funds, drawn from a budget based on the number of teachers per building, for those who desire to attend select professional conferences and school visitations, meetings, as approved by the Administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation or leave days. Board funds spent for such purposes shall reflect a policy of spreading such opportunity within levels and subject areas. Approval for attendance is contingent on administrative approval.

D. At the written request of the Association (and supported with reason), or on the Board's initiative arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. However, there shall be no additional cost to the Board for teacher attendance. Those teachers not desiring to attend shall not be required to do so.

E. Professional Development Days required by the school code will include three (3) days included in the school calendar as work days and twelve (12) hours at district approved activities outside the school day.

The Administration shall provide a list of district sponsored/approved professional development activities from which staff may participate and, upon completion, satisfy the professional development

requirements. Such activities may be approved by the administration and when approved will be added to the list.

The general guidelines governing these activities are contained in Appendix D.

All professional development hours must be completed by June 1 of each school year. Failure to complete the annual required hours will result in docking of pay for each hour of professional development time not completed.

The requirement that the activity take place outside of the school day may be waived at the sole discretion of administration. The administration will determine what constitutes professional development after consultation with the Association.

Only procedural violations of this provision are subject to the grievance procedure.

### **ARTICLE 27 - INFORMAL CONFERENCES**

The Superintendent, and such other Board representative as the Board or the Superintendent may designate, will meet informally once a month on a regular schedule as mutually agreed upon with the Association for the purpose of discussing problems of mutual concern. (Additional meetings may occur as are mutually agreed.)

These informal discussions shall involve mutual exchange of suggestions and ideas and shall not be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association, informally to gain insights and better understandings between the parties and to promote closer cooperation in all relationships concerning this Agreement.

### **ARTICLE 28 - RETIREMENT/SEVERANCE/EMPLOYER CONTRIBUTION**

#### **A. Severance**

1. Severance Program

The severance program is available for those instructional staff members who are eligible for retirement benefits according to the rules of the State Retirement System, and who are presently at the maximum step of their appropriate track on the salary schedule.

2. Eligibility

Eligibility for the severance payment will be premised upon receipt, by the Human Resources Department of a written resignation from the individual written confirmation of eligibility to retire under the Michigan Retirement System, and confirmation of application for benefits from the Michigan Retirement System. Instructional staff members who have previously retired from the District and returned to employment with the District are not eligible for the severance program.

3. Notice of Retirement Required – Penalty

In order to receive the full severance benefit, the employee must present written notice to the Human Resources Department as follows:

- April 15 – if the employee is retiring at the end of the school year.

- 60 days before the effective date of retirement – if the employee is retiring during the school year.

A \$10.00 per day penalty will be subtracted from the severance for every day the notice does not meet the above requirements. At the discretion of the Superintendent or designee, the written notice requirement may be waived in the event of a medical condition or a family emergency.

4. Severance Payment for Employees Hired Prior to the 2008-09 School Year

The program will provide a one-time remuneration as defined in the schedule listed below for employees hired prior to the 2008-09 school year:

The District will provide a Board paid tax sheltered contribution upon retirement of \$10,000 for ten (10) years of active service, exclusive of unpaid leaves. Prior to the expiration of the 1995/96 master agreement, employees earned an additional \$1,000 per year of active service to a maximum of \$23,000 for twenty three (23) or more years of active service. Those individuals who have earned a severance payment of \$10,000 or more shall have their severance accounts frozen at the June 30, 1996 level and shall no longer accrue an additional \$1,000 per year of active service.

Paid leaves for which the District makes direct payment, but not to exceed one year per leave period, will qualify as service time.

5. 403(b) Employer Contribution Upon Retirement for Employees Hired for 2008-09 School Year and Thereafter

- a. Employees hired for the 2008-09 school year and thereafter will not be eligible for the severance (non-elective board-paid TSA contribution) set forth in subparagraph (A)(4) above.
- b. Employees hired on or after July 1, 2008 shall be eligible for a 403(b) employer contribution upon retirement on the satisfaction of the eligibility criteria of subparagraphs A(2) and A(5)(c) of this article.
- c. Employees with a minimum of fifty (50) accumulated leave days in his/her leave bank on the date of retirement shall have a non-elective board-paid TSA contribution made on their behalf. The amount of this non-elective 403(b) employer contribution shall be seventy dollars (\$70.00) per accumulated day up to a total of two hundred (200) days. The number of days paid out will be based on the number of days in the employee's leave bank on the date of retirement.
- d. The employee shall have no option to receive cash in lieu of his/her accumulated leave days.

6. Options For Receiving Severance Payment

The individual will have the option to receive Board paid tax shelter within thirty days (30) after the effective date of the resignation, or by the third Friday of January in the following calendar year.

7. Use of Board Paid Tax Sheltered Account to Purchase Retirement Service Credit

Eligible employees who tender an irrevocable letter of resignation on or before February 1st of the applicable school year and who comply with the provisions of section A of this Article, may receive the Board paid contribution in advance of the retirement date to use for purchase of retirement service credit in compliance with current tax and pension law.

The letter of resignation must be effective within six months of the year the Board paid contribution is used to purchase retirement service credit.

**B. Option to Move to the Payout for Unused Leave Days**

Employees hired prior to the 2008-09 school year may elect to move to the leave day payout option provided by subparagraph (A)(5) in lieu of the current severance program provided by subparagraph (A)(4). Employees must make the election by May 1, 2009. The election of the leave day payout is irrevocable. Those who do not make the election will remain eligible for the current retirement severance set forth in subparagraph (A)(4) above.

**C. Hold Harmless**

The Association agrees that it will indemnify and hold the Board harmless from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

**ARTICLE 29 - FAIR PRACTICES**

**A. Non Discrimination**

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination based upon those classifications protected by applicable state and federal law.

**B. Equal Educational Opportunity**

The Board and the Association pledge to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

**ARTICLE 30 - CONTRACT APPLICATION**

**A.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**B.** Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**C.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**D.** Copies of this Agreement shall be printed at the expense of the Board and distributed to all teachers no later than thirty (30) days after formal ratification by both the Board and the Association.

**ARTICLE 31 - CONTRACT RESPONSIBILITY**

During the term of this Agreement the Association shall not authorize, cause, engage in or sanction any strike, picketing during school hours, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing during school hours, or refusal to perform the duties of his or her employment.

In the event of any violation of this Article, the Association shall forthwith declare in writing and deliver to the Board or Superintendent, that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this Article. Prior to taking such action, the Board shall notify the Association in writing of its intentions and may also consult with the Association in connection therewith.

### **ARTICLE 32 - CONFORMITY TO LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or application shall continue in full force and effect.

### **ARTICLE 33 - DURATION**

This Agreement and each of its provisions shall be effective as of August 31, 2008, and shall continue in full force and effective through August 30, 2012.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement was ratified by the Bloomfield Hills Education Association on March 17, 2009 and was approved by the Board of Education on March 19, 2009.



**BLOOMFIELD HILLS SCHOOL DISTRICT**

**Education Association**

\_\_\_\_\_  
Frank Laurinec, Jr., President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Schimmick, Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Amberg, Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Shelly, Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kim Ray, Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa Evey, Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Holly Smith, Negotiator  
Date: \_\_\_\_\_

**Board of Education**

\_\_\_\_\_  
Martin C. Brook, President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ingrid M. Day, Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
Steven A. Gaynor, Superintendent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Christine Barnett, Chief Negotiator  
Date: \_\_\_\_\_