

AGREEMENT

BETWEEN



Bloomfield Hills Schools

AND

**THE BLOOMFIELD HILLS
EDUCATION ASSOCIATION**

**AUGUST 31, 2008
THROUGH
AUGUST 30, 2012**

COMPREHENSIVE EDUCATION AT ITS FINEST

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - RIGHTS OF THE BOARD	2
ARTICLE 3 - EMPLOYMENT CONDITIONS.....	2
Standards.....	2
Qualifications.....	3
Definition	3
Guidance Counselor.....	5
Seniority.....	5
Layoff.....	6
Recall	6
Seniority Date Tie Breaker.....	6
Qualification Data.....	7
Continuation of Fringe Benefits.....	7
Seniority List.....	7
School Closing - Special Provisions for Tenured Teachers.....	7
ARTICLE 4 - ASSOCIATION RIGHTS.....	8
ARTICLE 5 - PROFESSIONAL RESPONSIBILITIES.....	10
Code of Ethics.....	10
Performance Concerns	10
Participation	10
ARTICLE 6 - AGENCY SHOP.....	10
ARTICLE 7 - TEACHER RIGHTS.....	12
ARTICLE 8 - ACADEMIC FREEDOM.....	14
ARTICLE 9 - TEACHER PROTECTION	14
ARTICLE 10 - TEACHER EVALUATION	15
ARTICLE 11 - GRIEVANCE PROCEDURE.....	17
Purpose of Procedure	17
Definitions.....	17
Processing Grievances	18
Rights of Teachers to Representation	21
General Provisions	21

ARTICLE 12 - PHYSICAL TEACHING CONDITIONS.....	23
Physical Environment	23
ARTICLE 13 - TEACHING HOURS AND LOADS.....	24
Increase in Length of School Day	24
School Day.....	24
Teacher Lunch Period	24
Teaching Load.....	25
Normal Full Week.....	25
Teachers to be Available Before and After School.....	25
Middle School.....	25
High School	26
Creative Arts and Instrumental Music Teachers.....	27
Preparation Periods	27
Meetings.....	28
Supplemental Duties	28
Teacher Responsibility.....	29
Non-Teaching Duties	29
Leaving the Building.....	29
Parent/Teacher Conferences	29
In-service Days.....	30
General Education Release Time.....	30
Modification of Provisions	30
Procedures Manual for Special Education.....	31
Travel Time.....	31
Building In-service Activities	31
Reduced-Year and Non-Compensable Leave - Wing Lake.....	31
In-Service/Orientation Days for New Staff.....	32
Elementary Professional Development Days (P.D.D.)	32
High School Department Heads.....	32
ARTICLE 14 - CLASS SIZE.....	33
Exceptional Students.....	33
Work Stations	33
Elementary	33
High School	34
Middle School.....	34
Exceeding Class Size	35
Special Programming.....	35
Guidance Counselors	36
Secondary Subject Area Preparations	36
Less Than Full Time Teaching Schedules	36

ARTICLE 15 - TEACHING ASSIGNMENTS	36
Regular Teaching Assignments	36
Substitute Teaching Assignments — SEMS.....	37
ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS	37
Posting - Transfer.....	37
Special Transfer Procedure from April 1 - July 31	38
Involuntary Transfer.....	38
Guidance Counselors Do Not Acquire Tenure in the Position of Guidance Counselor ...	39
ARTICLE 17 - SALARY SCHEDULE.....	39
Basic Salary Schedule.....	39
Salary Schedule Placement	39
Placement on Different Salary Track for Additional Degree or Graduate Credit Hours ..	40
School Psychologist/Social Worker/Speech Pathologist/Physical Therapists/Occupational Therapists Salary.....	41
Doctoral Salary	41
Stipend for Certification by National Board for Professional Teaching Standards; Excellence In Teaching (EIT) Certification; Nationally Certified School Psychologists; and Certified School Social Worker Specialists	41
Guidance Counselors — Extension of Contract Days.....	42
Salary Schedule.....	43
Off-Schedule Salary Payments.....	47
Increment Credit	47
Repayment of Unemployment Compensation	48
Student Enrollment Incentive.....	48
ARTICLE 18 - PAYROLL PROCEDURES AND DEDUCTIONS	49
Payroll Procedures	49
Payroll Deductions.....	49
ARTICLE 19 - PER DIEM AND HOURLY RATES	50
Classroom Assignments in Excess of Normal Teaching Load	50
Return to School at Night	50
Elementary - Absence of Special Subject Teacher	50
Deductions for Lost Days/Determination of Hourly Rate.....	50
Proration of Salary for Less Than Full Time Teachers.....	50
Salary Includes Travel Time	50
Duty Assignments	50
Mileage	50
ARTICLE 20 - SUPPLEMENTAL SCHEDULES	51
Extra Duty Assignments	51
Co-Curricular Supplemental Contracts.....	54
Middle School Football Coaches.....	55
Co-Curricular Salary Schedule	55

Art Teacher Additional Compensation	55
Summer School Pay Schedule	55
Curriculum Rate.....	56
Building Leadership Team Stipend.....	56
Clubs	56
Co-Curricular Salary Schedule	57
ARTICLE 21 - SABBATICAL AND PROFESSIONAL GROWTH LEAVE	63
Sabbatical Leave	63
Professional Growth Leave.....	63
ARTICLE 22 - SCHOOL CLOSING	63
Inclement Weather	63
School Canceled.....	63
Facility Closed	63
Make-Up Instructional Days	63
ARTICLE 23 - PAID LEAVES	64
Allocation of Days	64
Sick Leave.....	64
Personal Days.....	64
Religious Holidays.....	64
Special Leave	65
Funeral Leave.....	65
Leave Requests	65
Leave Day Provisions	65
Maternity Leave	65
Notify Human Resources Department	65
Short Term Disability.....	66
Jury Duty.....	66
Procedure	66
Eligibility for Jury Duty Pay Differential.....	66
Workers' Compensation	66
Reporting.....	66
Payment.....	66
Use of Leave Days	67
Absence Beyond One Year	67
Carried Over Leave Days.....	67
ARTICLE 24 - UNPAID LEAVES	67
Leaves of Absence - Without Pay and Without Salary Credit.....	67
Medical Leave for Extended Illness.....	67
Short Term Disability.....	68
Position not held open after one year	68
Use of Accumulated Leave Days to Extend Medical Leave of Absence and Employment Rights.....	68

Second Year Leave of Absence for Employees Who Have Completed the Probationary Period.....	68
Separation from Employment.....	69
Return to Work.....	69
Probationary Employees.....	69
Workers' Disability Compensation.....	69
Maternity Leave.....	69
Public Office.....	70
Military Service.....	70
Non-compensable Leave - Up to Five Days.....	70
General Leaves of Absence.....	71
Return From Leave of Absence.....	71
Paternal Care.....	71
Family and Medical Leave Regulation.....	71
ARTICLE 25 - INSURANCE PROTECTION.....	71
Eligibility.....	71
Commencement and Duration of Coverage.....	72
Commencement of Insurance Benefits.....	72
Benefits Continue through August for Leaves of Absence.....	72
Duplication of Hospital/Medical Coverage Permitted While District is Self Insured.....	72
Cafeteria Benefits Plan - <i>Educated Choices</i>	72
Medical/Hospitalization Benefits from August 31, 2008 through October 31, 2009.....	72
Medical/Hospitalization Insurance - Full Time Staff (Effective November 1, 2009).....	72
Vision Plan.....	75
Dental Plan.....	75
Life Insurance.....	76
Additional Life Insurance — optional.....	76
Dependent Life Insurance — optional.....	76
Accidental Death and Dismemberment.....	76
Health Care Reimbursement Account — optional.....	76
Dependent Care Reimbursement Account — optional.....	76
Long-Term Disability Insurance.....	77
Short-Term Disability.....	77
Insurance Benefits - Less than Full Time.....	79
ARTICLE 26 - PROFESSIONAL DEVELOPMENT.....	80
ARTICLE 27 - INFORMAL CONFERENCES.....	81
ARTICLE 28 - RETIREMENT/SEVERANCE.....	81
Severance.....	81
Option to Move to the Payout for Unused Leave Days.....	83
Hold Harmless.....	83

ARTICLE 29 - FAIR PRACTICES 83
 Non Discrimination..... 83
 Equal Educational Opportunity..... 83

ARTICLE 30 - CONTRACT APPLICATION 83

ARTICLE 31 - CONTRACT RESPONSIBILITY 84

ARTICLE 32 - CONFORMITY TO LAW 84

ARTICLE 33 - DURATION..... 84

AGREEMENT

THIS AGREEMENT entered into this 19th 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 IEPCs 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
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

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 8th grade basketball and 9th 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 outlined 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.

2008-2009 CO-CURRICULAR SCHEDULE

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
	MS Asst					\$1,076
Debate	HS	\$1,693	\$1,993	\$2,160	\$2,325	\$3,234
	MS	\$331	\$830	\$897	\$1,063	\$1,362
Quiz Bowl/Mock Trial		\$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	HS	\$1,496	\$1,661	\$1,927	\$2,059	\$2,725
Student Govt.	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
	MS	\$1,640	\$1,942	\$2,109	\$2,443	\$2,815	\$2,955	\$3,237	\$3,518
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,778	\$3,083	\$3,716	\$4,285	\$5,191	\$5,450	\$5,969	\$6,489
	HS Asst	\$2,074	\$2,311	\$2,745	\$2,979	\$3,482	\$3,657	\$4,005	\$4,353
	MS	\$1,473	\$1,507	\$1,706	\$2,109	\$2,278	\$2,392	\$2,620	\$2,847
Tennis/CC/Golf	HS Head	\$2,458	\$2,763	\$3,106	\$3,379	\$4,368	\$4,587	\$5,024	\$5,460

	HS Asst	\$1,507	\$1,606	\$1,706	\$2,008	\$2,477	\$2,601	\$2,849	\$3,096
	MS	\$1,440	\$1,507	\$1,572	\$1,875	\$2,044	\$2,146	\$2,350	\$2,554
Intramural	HS	\$939	\$1,306	\$1,406	\$1,741	\$1,976	\$2,074	\$2,272	\$2,469
Athletic Director	MS	\$6,261	\$6,562	\$6,966	\$7,265	\$8,761	\$9,199	\$10,075	\$10,951
Cheerleading	HS Head	\$1,640	\$1,706	\$1,841	\$1,875	\$2,546	\$2,674	\$2,928	\$3,183
	HS JV	\$1,640	\$1,706	\$1,841	\$1,875	\$2,278	\$2,392	\$2,620	\$2,847
	9th	\$869	\$1,003	\$1,271	\$1,406	\$1,673	\$1,757	\$1,924	\$2,092
Pon Pom	HS	\$1,606	\$1,741	\$2,109	\$2,377	\$2,710	\$2,846	\$3,117	\$3,388
Weight Room	HS	\$771	\$903	\$1,071	\$1,306	\$1,440	\$1,512	\$1,656	\$1,800
Dance	HS (Per Prod)	\$418	\$502	\$620	\$686	\$770			
Drama	HS (Per Prod)	\$1,775	\$2,044	\$2,176	\$2,443	\$2,845			
	MS (Per Prod)	\$670	\$771	\$837	\$971	\$1,338			
Music (VO IN OR)	HS	\$2,510	\$3,009	\$3,716	\$4,116	\$4,619			
	MS	\$1,909	\$2,204	\$2,914	\$3,009	\$4,116			
	ES (Per Prod)	\$199	\$234	\$267	\$302	\$402			
Marching Band	HS	\$1,372	\$1,473	\$1,640	\$1,976	\$2,342			
March Band Camp	HS (per Day)	\$101	\$101	\$101	\$101	\$101			
Forensic	HS Head	\$1,706	\$2,008	\$2,176	\$2,342	\$3,702			
	HS Asst 66%	\$1,126	\$1,326	\$1,436	\$1,546	\$2,443			
	MS Head					\$1,203			
	MS Asst					\$1,084			
Debate	HS	\$1,706	\$2,008	\$2,176	\$2,342	\$3,259			
	MS	\$334	\$837	\$903	\$1,071	\$1,372			
Quiz Bowl/Mock Trial		\$1,239	\$1,372	\$1,507	\$1,640	\$1,909			
Musical	HS Director	\$2,109	\$2,342	\$2,611	\$3,112	\$3,617			
	HS Orch/Voc	\$1,440	\$1,640	\$1,875	\$2,074	\$2,311			
	HS Choreog	\$636	\$735	\$803	\$939	\$1,306			
	HS Light/Set	\$535	\$568	\$601	\$636	\$703			
	MS Director	\$971	\$1,271	\$1,406	\$1,640	\$1,942			
	MS Orch Voc	\$636	\$735	\$803	\$903	\$1,271			
	MS Choreog	\$437	\$503	\$601	\$670	\$771			
Yrbook/Paper and Student Govt.	HS	\$1,507	\$1,673	\$1,942	\$2,074	\$2,745			
	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			

2010-2011 CO-CURRICULAR SCHEDULE

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	HS	\$1,518	\$1,686	\$1,956	\$2,090	\$2,766
Student Govt.	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

2011-2012 CO-CURRICULAR SCHEDULE

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 LAC CompCheer	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
	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

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

Rebate for 2011-12 school year

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 2, 2010 and August 2, 2011.

Rebate for 2012-13 school year

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 3, 2011 and August 3, 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

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).

<u>Most Recent Years 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.

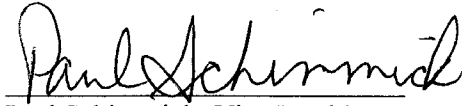
This Agreement was ratified by the Bloomfield Hills Education Association on March 17, 2009 and was approved by the Board of Education on March 19, 2009.

BLOOMFIELD HILLS SCHOOL DISTRICT

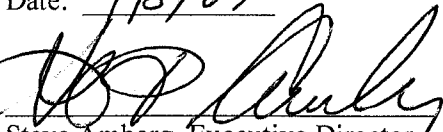
Education Association


Frank Laurinec, Jr., President

Date: 9/8/09


Paul Schimmick, Vice President

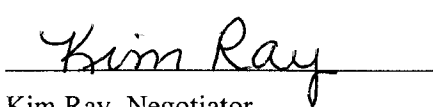
Date: 9/8/09


Steve Amberg, Executive Director


Date: 9/8/2009


Holly Smith, Negotiator

Date: 9-8-09



Kim Ray, Negotiator

Date: 9-8-09

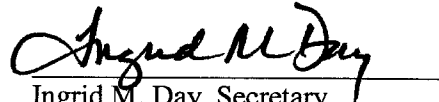

Lisa Evey, Negotiator

Date: 9-8-09

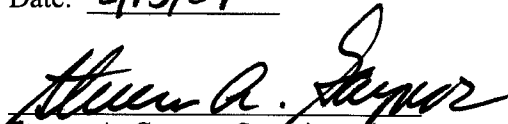
Board of Education


Martin C. Brook, President

Date: 8/13/09


Ingrid M. Day, Secretary

Date: 8/13/09


Steven A. Gaynor, Superintendent

Date: 8/13/09


Christine Barnett, Chief Negotiator

Date: 8/13/09

APPENDIX

1. APPENDIX ASchool Calendars and Community Participation Day
2. APPENDIX BBenefits-at-a-Glance/Riders
3. APPENDIX C Family Medical Leave Regulation
4. APPENDIX DProfessional Development Guidelines
5. APPENDIX ECode of Ethics
6. APPENDIX F..... Early Retirement Incentive (ERI)
7. APPENDIX G Joint Committee on Teacher Leadership

2009-2010 Calendar: K-12

	<u>Student</u>	<u>Teacher</u>
<u>August 2009</u>		
Wednesday/Thursday, August 26/27 – New Teacher/New Staff Orientation	0	2
Friday, August 28 – Work Day		
Monday, August 31 - Welcome Back Day/Professional Development Day*		
<u>September 2009</u>		
Tuesday, September 1 – Work Day	16	19
Wednesday, September 2 – Professional Development Day*		
Thursday, September 3 – Professional Development Day*		
Friday, September 4 – No School Pre-Labor Day Holiday		
Monday, September 7 – No School/Labor Day		
Tuesday, September 8 – First full day for 6-12 students/Half day for K-5 (a.m.)		
Monday, September 28 – No School		
<u>October 2009</u>		
Friday, October 30 – Half Day for K-12/Half Day Professional Development	22	22
<u>November 2009</u>		
Tuesday, November 24–Half Day (am) Middle School (including elementary at middle school)		
No School (pm) Middle School (including elementary at middle school)	18	19
Wednesday, November 25 – No School K-12 (P/T Conference Comp Day);		
Thursday/Friday, November 26/27 – Thanksgiving – No School K12		
<u>December 2009</u>		
Monday, December 21 – Friday, January 1, 2010 – No School Winter Break K-12	14	14
<u>January 2010</u>		
Monday, January 4 – Classes Resume	18	19
Monday, January 18 - Martin Luther King Day- No School K-12		
Tuesday, January 19 – No School/Professional Development Day		
Friday, January 29 – Half Day K-12/Half Day for Teacher Records		
<u>February 2010</u>		
Monday, February 1 – 2nd Semester Begins	18	18
Thursday/Friday, February 18/19 – No School/Mid-winter Break		
Monday, February 22 – Classes Resume		
<u>March 2010</u>		
Tuesday, March 9- MME/No school except for 11th grade/PD for K-8 teachers	22	23
Wednesday, March 10 – Late Start for High School		
<u>April 2010</u>		
Thursday, April 1 – Half Day for K-12 (Half Day Comp for K-12 P/T Conferences)	16	16
Friday, April 2 – No School/Good Friday		
Monday, April 5 – Friday, April 9 – Spring Break K-12		
Monday, April 12 – Classes Resume		
<u>May 2010</u>		
Friday, May 28 – Half Day for K-12/Half Day Professional Development	20	20
Monday, May 31 – Memorial Day – No School		
<u>June 2010</u>		
Friday, June 18 - Last day for K-12 students –Half Day	14	15
Monday, June 21 - Last day for K-12 staff/Teacher Record Day		
*** Community Participation Day (CPD)/Additional work day during year (not applicable to WL) (3.75 hours) Professional Development (3.75 hours)		1
TOTAL DAYS IN SESSION	178	*188

*At K-8, one of the PD days prior to the beginning of school will be transition-based PD.

*190 actual days

with add'l hours/ Salary/hourly rate based on 190 days

***Records Full or Half Day:** Teachers do not need to report unless records are not complete.

****Wing Lake** does not usually follow the K-12 professional development schedule.

*****Community Participation Day (CPD)** is charged as follows:

- Elementary: 3.75 hours to be used for Community Participation and 3.75 hours for agreed upon PD.
- Middle School: 3.75 hours for preview nights and other district designated activities and 3.75 hours for agreed upon PD.
- High School: 3.75 hours for graduation, preview nights, and other designated activities and 3.75 hours for agreed upon PD

Note #1:

Elementary Teachers Only

- Kindergarten teachers will attend preview nights as part of their job responsibilities
- The first day of school for students (9/8/09) is a half-day for students in the a.m.; 3.75 hours in the p.m. is to be used for elementary team planning and is considered part of the 21 elementary team planning contractual hours.
- Michigan Merit Exam (MME) (3/09/10): half-day is for parent/teacher conferences and half-day is for professional development

Note #2:

All Teachers

- The 12 hours of district required professional development “on own time” will be fulfilled at district-designed after-school professional development.
- The professional development referred to on this page is separate from the professional development referenced in Article 13(P) of the Contract.

***Instructional Hours & Minutes (for informational purposes)**

- Elementary Half Day = 3 hours & 15 minutes
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 20 minutes
 - Full Day = 6 hours 19 minutes
- High School Half Day = 3 hours 35 minutes (except exam days)
 - Full Day = 6 hours 26 minutes (all day - block schedule)
6 hours 29 minutes (even & odd day – block schedule)
5 hours 49 minutes (delayed start)
3 hours 15 minutes (exam days)
1 hour 30 minutes (exam days)

*Does not include lunch but includes passing time.

**WING LAKE DEVELOPMENTAL CENTER
CALENDAR
2009 – 2010**

	<u>Students</u>	<u>Staff</u>	
July	15 days	15	July 13, Monday - School starts – ½ day for students--Students attend PM only.
Aug.	16 days	17	Aug. 24, Monday- Satellites return to their buildings Aug. 25 -- September 4, 2009 - No School for students. Staff will have Professional Development from 8/31 through 9/3/09.
Sept.	16 days	19	Sept. 04, Friday - No School - Total District - Pre-Labor Day Holiday Sept. 07, Monday - No School - Total District - Labor Day Sept. 28, Monday - No School - Total District
Oct.	22 days	22	
Nov.	19 days	19	Nov. 25, Wednesday—1/2 day—Students attend AM only/ PD for staff PM Nov. 26 – 27 - No school - Thanksgiving Recess - Total District
Dec.	14 days	14	Dec. 18, Friday—1/2 day for students—Students attend AM only Dec. 21 - Jan. 03, 2009 - Winter Break – Total District
Jan.	19 days	19	Jan. 04, Monday - Return to School Jan. 18, Monday - No School - Martin Luther King, Jr. Holiday
Feb.	15 days	15	Feb. 15 - 19, No School - Mid Winter Break Feb. 22, Monday, School Resumes Feb. 26, Friday – ½ day for students – County-Wide In-service for staff. Students attend AM only.
March	23 days	23	
April	16 days	16	April 02, Friday, No School - Total District April 05 - 09 - No School - Total District - Spring Break April 12, Monday, School Resumes
May	20 days	20	May 31, Monday - No School - Memorial Day
June	19 days	19	June 18, Friday – All Satellite Classrooms move to Wing Lake June 25, Friday - ½ day - Students attend AM only - Last Day before Summer Break
TOTAL	<u>214 days</u>	<u>218 days</u>	
	(1163.25 instructional hrs @ 5.5 hrs/day)		

Wing Lake follows the Bloomfield Hills School calendar with noted exceptions. We do not have the same days for records, parent conferences, in-services, etc., and are in session during the summer. Satellite classrooms at Fox Hills, Pine Lake, BHMS and Andover High School follow the Wing Lake calendar.

On half days, students are picked up at 11:00 a.m. at Andover High School, 11:15 a.m. at BHMS, 11:30 a.m. at Wing Lake, 11:45 a.m. at Pine Lake, and 12:00 p.m. at Fox Hills. No lunch is served on those days and medications normally dispensed at noon are not given.

2010-2011 Calendar: K-12

	<u>Student</u>	<u>Teacher</u>
<u>August 2010</u>		
Thursday/Friday, August 26/27 – New Teacher/New Staff Orientation	0	2
Monday, August 30 - Welcome Back Day/Work Day		
Tuesday, August 31 – Work Day		
<u>September 2010</u>		
Wednesday/Thursday, September 1/2 – Professional Development Days	17	19
Friday, September 3 – No School Pre-Labor Day Holiday		
Monday, September 6 – No School/Labor Day		
Tuesday, September 7 – First full day of school for 6-12 students/Half day for K-5 (a.m.)		
Friday, September 10 – No School		
<u>October 2010</u>		
Friday, October 29 – Half Day for K-12/Half Day Professional Development	21	21
<u>November 2010</u>		
Tuesday, November 2– No School/Election Day/Professional Development	18	20
Tuesday, November 23–Half Day (am) Middle School (including elementary at middle school)		
No School (pm) Middle School (including elementary at middle school)		
Wednesday, November 24 – No School K-12 (P/T Conference Comp Day)		
Thursday/Friday, November 25/26 – Thanksgiving – No School K12		
<u>December 2010</u>		
Monday, December 20 – Friday, December 31, 2010 – No School Winter Break K-12	13	13
<u>January 2011</u>		
Monday, January 3 – Classes Resume	19	20
Monday, January 17 - Martin Luther King Day- No School K-12		
Tuesday, January 18 – No School/Professional Development Day		
Friday, January 28 – Half Day K-12/Half Day for Teacher Records		
Monday, January 31, 2011 – 2nd Semester Begins		
<u>February 2011</u>		
Thursday/Friday, February 24/25 – No School/Mid-winter Break	18	18
Monday, February 28 – Classes Resume		
<u>March 2011</u>		
Tuesday, March 1 - MME/No school except for 11th grade/PD for K-8 teachers	22	23
Wednesday, March 2 – Late Start for High School		
<u>April 2011</u>		
Friday, April 1 – Half Day for K-12 (1/2 Comp for K-12 P/T Conferences)	14	14
Monday, April 4 – Friday, April 8 – No School Spring Break K-12		
Monday, April 11 – Classes Resume		
Friday, April 22 – No School/Good Friday		
Monday, April 25 – NO School		
<u>May 2011</u>		
Friday, May 27 – Half Day for K-12/Half Day Professional Development	21	21
Monday, May 30 – Memorial Day – No School		
<u>June 2011</u>		
Tuesday, June 21 - Last day for K-12 students (Half Day)	15	16
Wednesday, June 22 - Last day for K-12 staff/Teacher Record Day		
*** Community Participation Day (CPD)/Additional work day during year (not applicable to WL) (3.75 hours) Professional Development (3.75 hours)		1
TOTAL DAYS IN SESSION	178	*188

***Records Full or Half Day:** Teachers do not need to report unless records are not complete.

****Wing Lake** does not usually follow the K-12 professional development schedule.

*****Community Participation Day (CPD)** is charged as follows:

- Elementary: 3.75 hours to be used for Community Participation and 3.75 hours for agreed upon PD.
- Middle School: 3.75 hours for preview nights and other district designated activities and 3.75 hours for agreed upon PD.
- High School: 3.75 hours for graduation, preview nights, and other designated activities and 3.75 hours for agreed upon PD

Note #1:

Elementary Teachers Only

- Kindergarten teachers will attend preview nights as part of their job responsibilities
- The first day of school for students (9/7/10) is a half-day for students in the a.m.; 3.75 hours in the p.m. is to be used for elementary team planning and is considered part of the 21 elementary team planning contractual hours.
- Election Day (11/2/10) half-day is for parent/teacher conferences and half-day is for professional development
- Michigan Merit Exam (MME) (3/1/11): half-day is for parent/teacher conferences and half-day is for professional development

Note #2:

All Teachers

- The 12 hours of district required professional development "on own time" will be fulfilled at district-designed after-school professional development.
- The professional development referred to on this page is separate from the professional development referenced in Article 13(P) of the Contract.

***Instructional Hours & Minutes (for informational purposes)**

- Elementary Half Day = 3 hours & 15 minutes
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 20 minutes
 - Full Day = 6 hours 19 minutes
- High School Half Day = 3 hours 35 minutes (except exam days)
 - Full Day = 6 hours 26 minutes (all day - block schedule)
 - 6 hours 29 minutes (even & odd day – block schedule)
 - 5 hours 49 minutes (delayed start)
 - 3 hours 15 minutes (exam days)
 - 1 hour 30 minutes (exam days)

*Does not include lunch but includes passing time.

**WING LAKE DEVELOPMENTAL CENTER
CALENDAR
2010 – 2011**

New WL Bldg. School Hours: 8:45 a.m. to 2:30 p.m. (5.75 hrs. per day/28.75 hrs. per week)

	<u>Students</u>	<u>Staff</u>	
July	15 days	15	July 12, Monday - School starts – ½ day for students -- Students attend PM ONLY.
Aug.	16 days	18	Aug. 23, Monday - Satellite classes return to their buildings Aug. 24 – September 6, 2010 - No School for students. Staff will have Professional Development from 8/30 through 9/2/10.
Sept.	17 days	19	Sept. 03, Friday - No School - Total District - Pre-Labor Day Holiday Sept. 06, Monday - No School - Total District - Labor Day Sept. 10, Friday - No School - Total District
Oct.	21 days	21	
Nov.	20 days	20	Nov. 24, Wednesday -- 1/2 day -- Students attend AM only/ PD for staff PM Nov. 25 – 26, – No school -- Thanksgiving Recess - Total District
Dec.	13 days	13	Dec. 17, Friday, 1/2 day for students—Students attend AM only Dec. 20 - Jan. 02, 2011 -- Winter Break
Jan.	20 days	20	Jan. 03, Monday - Return to School Jan. 17, Monday - No School - Martin Luther King, Jr. Holiday
Feb.	15 days	15	Feb. 21 - 25, No School - Mid Winter Break Feb. 28, Monday, School Resumes
March	19 days	19	March 18, Friday – ½ day for students – Students attend AM only---County-Wide In-service for staff. March 28 - April 10 - No School - Spring Break
April	14 days	14	April 11, Monday, School Resumes April 22, Friday—No School -- Total District
May	21 days	21	May 30, Monday - No School - Memorial Day
June	18 days	18	June 17, Friday – All Satellite Classrooms move to Wing Lake June 25, Friday - ½ day - Students attend AM only - Last Day Before Summer Break
TOTAL	<u>209 days</u>	<u>213 days</u>	
	(1187.37 instructional hrs @ 5.75 hrs./day)		

Wing Lake follows the Bloomfield Hills School calendar with noted exceptions. We do not have the same days for records, parent conferences, in-services, etc., and are in session during the summer. Satellite classrooms at Fox Hills, Pine Lake, BHMS and Andover High School follow the Wing Lake calendar.

On half days, students are picked up at 11:00 a.m. at Andover High School, 11:15 a.m. at BHMS, 11:30 a.m. at Wing Lake, 11:45 a.m. at Pine Lake, and 12:00 p.m. at Fox Hills. No lunch is served on those days and medications normally dispensed at noon are not given.

2011-2012 Calendar: K-12

	<u>Student</u>	<u>Teacher</u>
<u>August 2011</u>		
Thursday/Friday, August 25/26 – New Teacher/New Staff Orientation	0	3
Monday, August 29 – Welcome Back Day/Work Day		
Tuesday, August 30 – Work Day		
Wednesday, August 31 – Professional Development Day		
<u>September 2011</u>		
Thursday, September 1 – Professional Development Day	17	19
Friday, September 2 – No School Pre-Labor Day Holiday		
Monday, September 5 – No School/Labor Day		
Tuesday, September 6 – First full day of school for 6-12 students/Half day for K-5 (a.m.)		
Thursday, September 29 – No School – Professional Development Day		
Friday, September 30 – No School		
<u>October 2011</u>		
Monday, October 31 – Half Day for K-12/Half Day Professional Development	21	21
<u>November 2011</u>		
Tuesday, November 22 – Half Day (am) Middle School (and elementary at middle school)		
No School (pm) Middle School (and elementary at middle school)	19	20
Wednesday, November 23 – No School K-12 (P/T Conference Comp Day)		
Thursday/Friday, November 24/25 – Thanksgiving – No School K12		
<u>December 2011</u>		
Monday, December 19 – Friday, December 31 – No School Winter Break K-12	12	12
<u>January 2012</u>		
Monday, January 2 – No School – Professional Development Day	20	21
Tuesday, January 3 – Classes Resume		
Monday, January 16 - Martin Luther King Day- No School K-12		
Friday, January 27 – Half Day K-12/Half Day for Teacher Records		
Monday, January 30 – 2nd Semester Begins		
<u>February 2012</u>		
Thursday/Friday, February 23/24 – No School/Mid-winter Break	19	19
Monday, February 27 – Classes Resume		
<u>March 2012</u>		
Tuesday, March 6 - MME/No school except for 11th grade/PD for K-8 teachers**	21	22
Wednesday, March 7 – Late Start for High School		
<u>April 2012</u>		
Monday, April 2 – Friday, April 6 – No School Spring Break K-12	16	16
Monday, April 9 – Classes Resume		
<u>May 2012</u>		
Friday, May 25 – Half Day for K-12/Half Day Professional Development	22	22
Monday, May 28 – Memorial Day – No School		
<u>June 2012</u>		
Friday, June 15 - Last day for K-12 students (Half Day)	11	12
Monday, June 18 - Last day for K-12 staff/Teacher Record Day		
*** Community Participation Day (CPD)/Additional work day during year (not applicable to WL) (3.75 hours) Professional Development (3.75 hours)		1
TOTAL DAYS IN SESSION	178	*188

**MME date subject to change based on date set by ACT

*190 actual days

with add'l hours/ Salary/hourly rate based on 190 days

***Records Full or Half Day:** Teachers do not need to report unless records are not complete.

****Wing Lake** does not usually follow the K-12 professional development schedule.

*****Community Participation Day (CPD)** is charged as follows:

- Elementary: 3.75 hours to be used for Community Participation and 3.75 hours for agreed upon PD.
- Middle School: 3.75 hours for preview nights and other district designated activities and 3.75 hours for agreed upon PD.
- High School: 3.75 hours for graduation, preview nights, and other designated activities and 3.75 hours for agreed upon PD

Note #1:

Elementary Teachers Only

- Kindergarten teachers will attend preview nights as part of their job responsibilities. Such time will count toward CPD.
- The first day of school for students (9/6/11) is a half-day for students in the a.m.; 3.75 hours in the p.m. is to be used for elementary team planning and is considered part of the 21 elementary team planning contractual hours.
- ****Michigan Merit Exam (MME) (3/6/12):** half-day is for parent/teacher conferences and half-day is for professional development (subject to change based on date set by ACT)

Note #2:

All Teachers

- The 12 hours of district required professional development “on own time” will be fulfilled at district-designed after-school professional development.
- The professional development referred to on this page is separate from the professional development referenced in Article 13(P) of the Contract.

***Instructional Hours & Minutes (for informational purposes)**

- Elementary Half Day = 3 hours & 15 minutes
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 20 minutes
 - Full Day = 6 hours 19 minutes
- High School Half Day = 3 hours 35 minutes (except exam days)
 - Full Day = 6 hours 26 minutes (all day - block schedule)
6 hours 29 minutes (even & odd day – block schedule)
5 hours 49 minutes (delayed start)
3 hours 15 minutes (exam days)
1 hour 30 minutes (exam days)

*Does not include lunch but includes passing time.

**WING LAKE DEVELOPMENTAL CENTER
CALENDAR
2011 – 2012**

WL Bldg. School Hours: 8:45 a.m. to 2:30 p.m. (5.72 hrs. per day/28.75 hrs. per week)

	<u>Students</u>	<u>Staff</u>	
July	15 days	15	July 11, Monday - School starts – ½ day for students -- Students attend PM ONLY.
Aug.	16 days	19	Aug. 22, Monday - Satellite classes return to their buildings Aug. 23 – September 6, 2011 - No School for students. Staff will have Professional Development from 8/29 to 9/1/11.
Sept.	17 days	18	Sept. 02, Friday - No School - Total District - Pre-Labor Day Holiday Sept. 05, Monday - No School - Total District - Labor Day Sept. 29-30, Thursday and Friday - No School - Total District
Oct.	21 days	21	
Nov.	19 days	19	Nov. 23—Nov. 27 – No school - Thanksgiving Recess - Total District Nov. 28—Students return
Dec.	12 days	12	Dec. 16, Friday, 1/2 day for students---Students attend AM only Dec. 19 - Jan. 02, 2012 - Winter Break – Total District
Jan.	21 days	21	Jan. 02, Monday - Return to School ** Jan. 16, Monday - No School - Martin Luther King, Jr. Holiday
Feb.	16 days	16	Feb. 20 - 24, No School - Mid Winter Break Feb. 27, Monday, School Resumes
March	21 days	22	March 16, Friday – No School for students--- County-Wide In-service for staff
April	11 days	11	April 02 -- April 13 -- No School --Total District -- Spring Break April 16, Monday -- School resumes
May	20 days	20	May 24-28 -- No School - Memorial Day Weekend
June	16 days	16	June 15, Friday – All Satellite Classrooms move to Wing Lake June 22, Friday - ½ day for students - Students attend AM only - Last Day Before Summer Break
TOTAL	<u>205 days</u>	<u>210 days</u>	
	(1167.25 instructional hrs @ 5.75 hrs./day)		

*Tentative date for opening of following school year, July 9, 2012

Wing Lake follows the Bloomfield Hills School calendar with noted exceptions. We do not have the same days for records, parent conferences, in-services, etc., and are in session during the summer. Satellite classrooms at Fox Hills, Pine Lake, BHMS and Andover High School follow the Wing Lake calendar.

On half days, students are picked up at 11:00 a.m. at Andover High School, 11:15 a.m. at BHMS, 11:30 a.m. at Wing Lake, 11:45 a.m. at Pine Lake, and 12:00 p.m. at Fox Hills. No lunch is served on those days and medications normally dispensed at noon are not given.

**This date may be subject to change

COMMUNITY PARTICIPATION DAY

The Community Participation Day (CPD) is a seven-hour teacher work day where teachers are required to engage in work-related or professional development activities outside of the school day.

Any selected activities for the Community Participation Day which are not provided by the District are subject to the approval of the principal, supervisor, designated administrator, and Assistant Superintendent for Instruction. More than one activity may be selected to complete the requirement for this activity. Suggested activities include, but are not limited to:

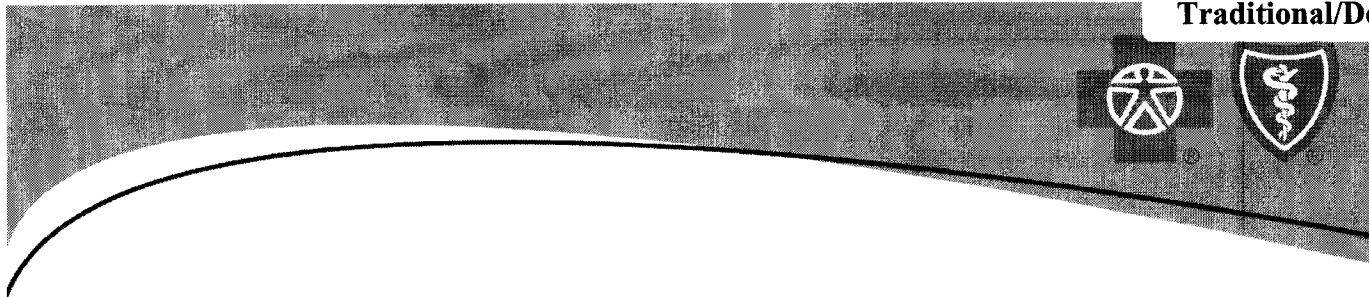
- Preview Nights (3 hours maximum CPD credit)
- PTO Event
- Martin Luther King, Jr. Day Planning Committee for building or District-wide activities
- Additional hours spent in conducting parent/teacher conferences beyond those compensated through the contractual compensation time
- *Chaperone school events, such as:
 - ❖ *College Night
 - ❖ *Honors Night
 - ❖ *6th/9th Grade Orientation
 - ❖ *Scholarship Night
 - ❖ *Financial Aid Night
 - ❖ *Standardized Testing Events
 - ❖ **Graduation (2 hours maximum CPD credit)
- Charitable events related to the school community

*These events do not apply to counselors as they are part of the counselor duties.

**This event does not apply to counselors or class sponsors.

Except for graduation, the Community Participation Day must be reported on **KALPA** and completed **prior to June 1** of each school year. Graduation must be registered on **KALPA** prior to the graduation ceremony, and reported "attended", immediately thereafter to be credited for the CPD. Failure to complete the required Community Participation Day hours will result in docking of pay for each hour of CPD time not completed. Only procedural violations of this provision is subject to the grievance process.

In the event the teacher exceeds the CPD hour requirement, the teacher will not be compensated for any such additional time.



Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/660

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at dentemax.com.

** A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.*
- Blue Par SelectSM** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the **Dental Professionals** subsection of "Where You Can Go for Care" page.

Note: If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Member's responsibility (copays and dollar maximums)

Copays	30% for Class III services and 40% for Class IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,250 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

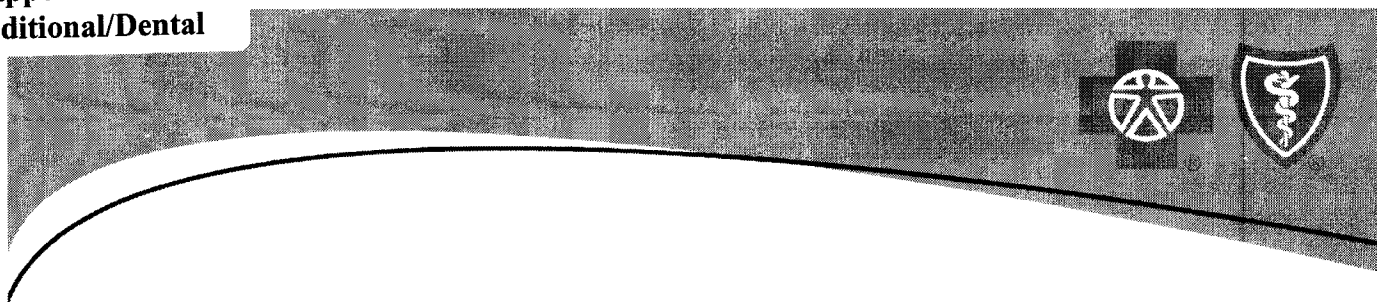
Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

Class II services

Fillings – permanent teeth	Covered – 100%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 100%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 100%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 100%, three times per tooth per calendar year after six months from original restoration

bcbsm.com



Class II services, continued

Oral surgery including extractions	Covered – 100%
Root canal treatment – permanent tooth	Covered – 100%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 100%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 100%, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 100%, once every 12 months
General anesthesia or IV sedation	Covered – 100%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 100%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 100%, once every 36 months per arch
Tissue conditioning	Covered – 100%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 100%

Class III services

Removable dentures (complete and partial)	Covered – 70%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 70%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 70%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 60%
Minor treatment to control harmful habits	Covered – 60%
Interceptive and comprehensive orthodontic treatment	Covered – 60%
Post-treatment stabilization	Covered – 60%
Cephalometric film (skull) and diagnostic photos	Covered – 60%

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

Community BlueSM PPO Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/660

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

In-network

Out-of-network

Member's responsibility (deductibles, copays and dollar maximums)

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductibles	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
Copays		
• Fixed dollar copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent copays	20% for mental health care, substance abuse treatment and 50% for private duty nursing	20% for general services, mental health care, substance abuse treatment and 50% for private duty nursing
Copay dollar maximums		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
Dollar maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not covered
Gynecological exam	Covered – 100%, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%, one per calendar year	Not covered
Well-baby and child care	Covered – 100% • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics	Covered – 100%	Not covered
Fecal occult blood screening	Covered – 100%, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%, one per calendar year	Not covered



In-network

Out-of-network

Mammography

Mammography screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		

Physician office services

Office visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 100%	Covered – 100%

Diagnostic services

Laboratory and pathology services	Covered – 100%	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic radiology	Covered – 100%	Covered – 80% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and nursery care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 100%	Covered – 80% after deductible
Unlimited days		
Inpatient consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered – 100%	Covered – 100%
Up to 120 days per member per calendar year		
Hospice care	Covered – 100%	Covered – 100%
Limited to dollar maximum that is reviewed and adjusted periodically		
Home health care – must be medically necessary	Covered – 100%	Covered – 100%
Home infusion therapy – must be medically necessary	Covered – 100%	Covered – 100%

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100%	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 100%	Covered – 80% after deductible
Voluntary sterilization	Covered – 100%	Covered – 80% after deductible



In-network

Out-of-network

Human organ transplants

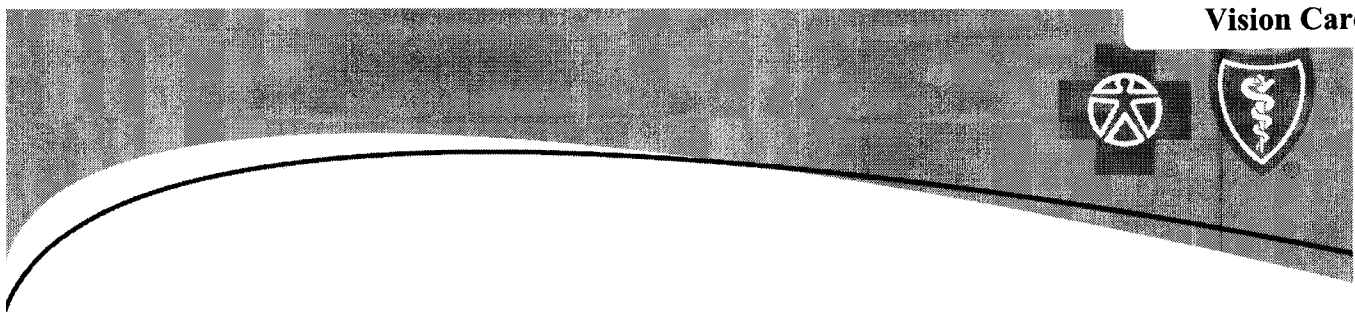
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities only Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 100%	Covered – 80% after deductible
Kidney, cornea and skin transplants	Covered – 100%	Covered – 80% after deductible

Mental health care and substance abuse treatment

Inpatient mental health care	Covered – 80%	Covered – 80% after deductible Unlimited days
Inpatient substance abuse treatment	Covered – 80%	Covered – 80% after deductible Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 80%	Covered – 80%
Outpatient substance abuse treatment – in approved facilities only	Covered – 80%	Covered – 80% Up to the state-dollar amount that is adjusted annually

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$10 copay per office visit	Covered – 80% after deductible Up to a maximum of 24 visits per member per calendar year
Outpatient physical, speech and occupational therapy	Covered – 100%	Covered – 80% after deductible Limited to a combined maximum of 60 visits per member per calendar year
Durable medical equipment	Covered – 100%	Covered – 100%
Prosthetic and orthotic appliances – Also allows coverage for shoe inserts and/or orthotic shoes when not attached to a leg brace.	Covered – 100%	Covered – 100%
Private duty nursing	Covered – 50%	Covered – 50%



Vision Care (A80) Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/660

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	Participating provider	Nonparticipating provider
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	A combined \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge
Eye exam		
Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
One eye exam in any period of 12 consecutive months		
Lenses and frames		
Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	Covered – \$7.50 copay (one copay applies to both lenses and frames)	Covered – \$7.50 copay (one copay applies to both lenses and frames)
One pair of lenses, with or without frames, in any period of 12 consecutive months		
Standard frames	Covered – \$7.50 copay (one copay applies to both frames and lenses)	Covered – \$7.750 copay (one copay applies to both frames and lenses)
One frame in any period of 12 consecutive months		
Contact lenses		
Medically necessary contact lenses (must meet criteria of medically necessary)	Covered – \$7.50 copay	Covered – up to predetermined amount
One pair of contact lenses in any period of 12 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)
One pair of contact lenses in any period of 12 consecutive months		

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

bcbsm.com

IMPORTANT

KEEP THIS RIDER WITH YOUR CERTIFICATE

**RIDER PD-TTC \$10/\$20/\$40
Prescription Drug - Triple-Tier Copayment**

AMENDS

**BCBSM'S PREFERRED RX PROGRAM CERTIFICATE
3607**

and

**BCBSM'S TRADITIONAL RX PROGRAM CERTIFICATE
3621**

Rider PD-TTC \$10/\$20/\$40 amends the certificates named above to require copayments based on the type of drug you obtain.

This rider is effective when you, your employer or remitting agent is notified.



An Independent Licensee of the Blue Cross and Blue Shield Association

“The Language of Health Care” section of your certificate is amended by adding the following definitions:

Co-Branded Drugs

Chemically equivalent drugs sold under different brand names.

Co-Branded Formulary Program

A program in which co-branded drugs are designated “preferred” and “nonpreferred.” When dispensing brand name drugs that are co-branded, participating providers are required to fill a member’s prescription with the drug identified as preferred by BCBSM.

Generic Drug

A prescription drug that contains the same active ingredients, is identical in strength and dosage form, and is administered in the same way as a brand name drug.

Maximum Allowable Cost (MAC)

The most BCBSM will pay for certain covered drugs.

Nonpreferred Brand Drug

A brand name drug that is

- **not** on BCBSM’s formulary, **and**
- **not** listed as a preferred drug on the BCBSM Co-branded Formulary.

Preferred Brand Drug

A brand name drug that is

- on BCBSM’s formulary, **or**
- designated as a preferred drug on the BCBSM Co-branded Formulary.

The “Prescription Drug Coverage” section of your certificate is replaced with the following language:

We will pay for each covered drug and each refill of a covered drug as follows:

Covered Drugs Obtained from a Participating or Panel Pharmacy

When a participating or panel pharmacy fills a prescription for a covered drug, we will pay the approved amount for the drug minus your copayment.

For MAC Drugs

(The section **For MAC Drugs** applies to the Preferred Rx Program Certificate only.)

When a panel pharmacy fills a prescription with a MAC drug, we will pay the maximum allowable cost of the drug minus your copayment.

However, if you request a brand name drug and the prescriber did not write “Dispense as Written” or “DAW” on the prescription, you must pay:

- the difference between the maximum allowable cost and the BCBSM approved amount for the brand name drug **plus**
- your copayment for the brand name drug

If the prescriber wrote “Dispense as Written” or “DAW” on the prescription, we will pay our approved amount, minus your copayment, for the brand name drug.

For Co-branded Formulary Drugs

When a participating or panel pharmacy fills a prescription for a co-branded drug, we will pay our approved amount, minus your copayment, for the preferred co-branded drug.

However, if the prescription is filled with a nonpreferred, co-branded drug, you will be responsible for the full cost of the drug unless the prescribing physician requests and obtains authorization for the nonpreferred drug from BCBSM’s Pharmacy Services Department (1-800-437-3803). If authorization is not obtained, we will not pay for these nonpreferred co-branded drugs.

Covered Drugs Obtained From a Nonparticipating or Nonpanel Pharmacy

When a nonparticipating or nonpanel pharmacy fills a prescription for injectable insulin, state-controlled drugs or any federal legend drugs, you must pay the pharmacist the full cost of the drug and submit a claim form and proof of payment to us.

We will reimburse you 75 percent (100 percent for emergency pharmacy services) of the BCBSM approved amount for the drug, minus your copayment.

Copayment Requirements

Your copayment for each covered prescription is:

- **\$10** for all generic drugs
- **\$20** for preferred brand drugs
- **\$40** for nonpreferred brand drugs

Your copayment will not be more than BCBSM's approved amount for covered drugs.

NOTE: You are required to pay the preferred or nonpreferred copayment for a brand name drug, even if the prescription is marked "Dispense as Written" or "DAW" or the brand drug has no generic equivalent.

These copayment levels also apply to drugs obtained by mail if you have coverage under a BCBSM mail order drug program.

GENERAL

Until further notice, all the terms, definitions, limitations, exclusions and conditions of your certificate and related riders remain unchanged and in full force and effect, except as otherwise provided in Rider PD-TTC \$10/\$20/\$40.

BLUE CROSS BLUE SHIELD OF MICHIGAN

**Richard E. Whitmer
President and Chief Executive Officer**

IMPORTANT

KEEP THIS RIDER WITH YOUR CERTIFICATE

**RIDER CB-MHP-2
COMMUNITY BLUE – MENTAL HEALTH PARITY**

AMENDS

**COMMUNITY BLUE GROUP BENEFITS CERTIFICATE
6225**

Rider CB-MHP-2 amends the certificate named above to eliminate the benefit maximums that apply exclusively to mental health care and substance abuse treatment benefits.

This rider is effective when you, your employer or remitting agent is notified.



An Independent Licensee of the Blue Cross and Blue Shield Association

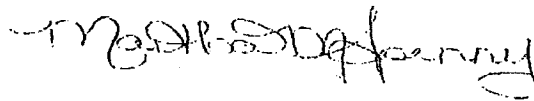
BLUE CROSS BLUE SHIELD OF MICHIGAN

Rider CB-MHP-2

Form 429B

ACTUARIAL CERTIFICATION

I certify that the base rates, monthly adjustment factors and retention schedule for the above certificates and riders are fair and reasonable. They have been computed in accordance with accepted actuarial principles and are not inconsistent with the Commissioner's orders for the applicable period.



Martha M. Spenny, A.S.A, M.A.A.A.
Director, Small Group and Product Pricing
Blue Cross Blue Shield of Michigan

April 17, 2009

Your certificate is amended as follows:

The following language is added to the “Deductible Requirements” subsection under the “What You Must Pay” section of your certificate:

Panel and Nonpanel Providers

- Mental health services, including mental health procedures performed in the office of a panel provider, are subject to the same annual deductible amounts that apply to all other panel and non-panel services.

Substance abuse treatment is also subject to the same annual deductible amounts that apply to all other panel and non-panel services.

- The amounts of the panel and nonpanel deductibles are specified in the amended certificate and/or related riders.

NOTE: The provisions of this rider apply even when your coverage includes a deductible rider that may state otherwise.

The following language is added to the “Copayment Requirements” subsection under the “What You Must Pay” section of your certificate:

Panel and Nonpanel Providers

- Mental health services and substance abuse treatment are subject to the same member copayment amounts that apply to all other panel and non-panel services.
- The amounts of the panel and nonpanel member copayments are specified in the amended certificate and/or related riders.

NOTE: The provisions of this rider apply even when your coverage includes a member copayment rider that may state otherwise.

Copayment Maximum

The member copayments for mental health services and substance abuse treatment are subject to annual copayment maximums: one for panel services and another for nonpanel services.

These copayment maximums are not combined with the copayment maximums that apply to all other covered services. However, the amounts of the copayment maximums are the same as those that apply to all other services and are described in the amended certificate and/or the related copayment maximum riders.

NOTE: The provisions of this rider apply even when your coverage includes a copayment maximum rider that may state otherwise.

The following language is added to the “Lifetime and Annual Maximums” subsection under the “What You Must Pay” section of your certificate:

- The specific annual and lifetime dollar maximums for mental health services and substance abuse treatment are removed.

NOTE: Mental health services and substance abuse treatment continue to apply to the overall lifetime dollar maximum of five million dollars (\$5,000,000) stated in your certificate.

GENERAL

Until further notice, all the terms, definitions, limitations, exclusions, and conditions of your certificate and related riders remain unchanged and in full force and effect, except as provided in Rider CB-MHP-2.

BLUE CROSS BLUE SHIELD OF MICHIGAN

Daniel J. Loepp
President and Chief Executive Officer

Form No. 429B



Bureau Approved [tbd]

BLOOMFIELD HILLS SCHOOLS
FAMILY AND MEDICAL LEAVE REGULATION

1. PURPOSE

Basic Leave Entitlement. Bloomfield Hills Schools Family and Medical Leave Policy allows eligible employees to take up to 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 12 work weeks of unpaid leave for military exigencies, and up to a total of 26 work weeks of unpaid leave to care for a covered military service member.

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

2. DEFINITIONS

- A. **"Leave Year"**. The District has selected the following method for determining the "12-month period" for non-military related leave

The 12-month rolling backwards period. The 12-month rolling period is calculated backwards from the date the requested leave commences. This method determines FMLA leave entitlement based upon how much FMLA leave an employee has taken the preceding 12 months, measured backwards from the date the leave is to commence.

For "Military Caregiver Leave," the leave period begins the first day the leave begins, regardless of past non-military leave taken and regardless of the leave period for other FMLA qualifying leave.

- B. **"Spouse"** means a husband or wife, but does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any 12-month period may be limited to an aggregate of 12-weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. The aggregated amount of leave in a 12-month period is 26 weeks in situations where the leave is based on the care for a covered service member.
- C. **"Parent"** means biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the employee when the employee was a child. A parent-in-law does not meet this definition.
- D. **"Child"** means a son or daughter under age 18, or 18 years or older who is incapable of self-care due to mental or physical disability. Employees who are *in loco parentis* include those

with day-to-day responsibility for care and financially supports the "child". A biological or legal relationship is not necessary.

E. **"Next of Kin of a Covered Service Member"** means the nearest blood relative *other* than a spouse, parent, son, or daughter, in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.

F. **"Military Family Leave"** means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:

(1) **"Military Caregiver Leave."** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

(2) **"Qualifying Exigency Leave."** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.

G. **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves:

(1) inpatient care (an overnight stay);

(2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

"Continuing treatment" by a healthcare provider must involve a period of incapacity of more than 3 **full** consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that also involves either: (1) treatment of two or more times within 30 days of

the first day of incapacity by a healthcare provider; or (2) treatment on at least one occasion by a healthcare provider which results in a "regimen of continuing treatment under the supervision of the a healthcare provider." (e.g., a course of prescription drugs, physical therapy). The first (or only) in-person treatment visit to the healthcare provider must occur within 7 days of the first day of incapacity.

- (3) a period of incapacity from work due to pregnancy or for prenatal care;
- (4) a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer); or
- (5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than 3 consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer).

Unless complications arise, the common cold, flu, upset stomach, headache, routine dental problems and cosmetic treatments do not meet the definition of "serious health condition."

Please contact the Human Resources Department for a more complete definition of "serious health condition."

- H. **"Instructional Employee"** means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition **does not include** auxiliary personnel such as counselors, teacher assistants, aides, psychologists, social workers, and non-instructional support personnel.
- I. **"District"** means the Bloomfield Hills Schools. This regulation shall be implemented by the Superintendent or his/her designee.

3. **GENERAL**

- A. **Eligibility.** An employee who has worked at least 1,250 hours during the 12-month period before commencement of the leave is eligible for FMLA leave after having completed at least 12 months of service, including previous service with the District up to 7 years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the 12-month period.
- B. **Eligible employees may use FMLA leave for one or more of the following reasons:**
 - (1) The birth of a child and care for a newborn;
 - (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;

Appendix C-4

- (3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;
 - (4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or
 - (5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
- C. An eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for a purpose which qualifies for a leave under the FMLA policy. As identified in Section 2.F.(1), an eligible employee may take up to 26 weeks "Military Caregiver Leave" measured from the first day the military-related leave commences during a single 12-month period.

An eligible part-time employee is entitled to leave on a pro-rata basis.

If spouses are both employed by the District and both are eligible for FMLA leave, spouses may take up to a combined total of 12 weeks of leave for the birth and care of a newborn child, the placement of a child in the spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take 4 weeks to care for a newborn child, each spouse will have eight weeks remaining within the 12-month period to use for other kinds of FMLA leaves, if necessary.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within 12 months of the birth, adoption, or placement of the child.

4. NOTICE

- A. **Notice by Employee.** The employee shall give notice for FMLA leave according to the following:
- (1) When the need for FMLA is *foreseeable* (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) 30-days notice is required. If the employee fails to give 30-days notice with no reasonable excuse, the District reserves the right to delay the employee's FMLA leave until at least 30-days after the leave request is made.
 - (2) When the need for FMLA leave is *unexpected*, absent unusual circumstances, the employee must provide notice to the Employer either the same business day or the next business day after the employee learns of the need for the FMLA leave.

With respect to both foreseeable and unexpected leave, employees must comply with District policies, work rules, collective bargaining provisions, and customary time off or call-in notice procedures.

At the time of requesting leave from work, the employee is required to complete District-approved forms for leave utilization. The District will provide District-approved forms which advise the employee of his/her FMLA rights and responsibilities. When any leave from work is requested, the District will inquire about the circumstances to determine if the requested leave appears to qualify as FMLA leave. Any leave request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the 12-month period described in Section 2.A. of this policy.

- B. ***District Notification of FMLA Leave.*** Once the District receives sufficient notice that leave qualifies for FMLA leave, the District will (within 5 business days, absent extenuating circumstances) notify the employee, in writing, whether the employee is eligible for leave.

5. SUBSTITUTION OF PAID LEAVE TIME

Although FMLA leave is **unpaid**, there are several ways in which the District's policies or collective bargaining agreement (regarding salary continuation, sick days and vacation pay) may operate in conjunction with certain kinds of FMLA leaves to provide the employee with some income during the leave. If paid leave is available, and applicable, it shall run concurrently with the FMLA leave.

- ***Use of earned and/or accrued paid time off.*** When leave from work qualifies as FMLA leave is taken, an employee must first concurrently exhaust earned and/or accrued paid time off which will be credited against the FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first concurrently apply that leave time to his/her FMLA leave until the earned or accrued paid leave time is exhausted. The District may also require that any earned or accrued paid vacation or personal/sick leave be exhausted concurrently with the FMLA leave before the unpaid portion of the FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis.

6. MEDICAL CERTIFICATION

- A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.
- B. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Administration when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied.

- C. After an employee submits the required medical certification, the District may require, at its option and expense that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.
- D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
 - (1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.
 - (2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.
 - (3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the District within 15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts. The District may ask for the same information as that permitted for the original certification. The employee has the same obligations to participate and cooperate in the recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

- A. If an employee requests intermittent leave or a reduced leave schedule, the District may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.
- B. The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-

time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the 12 (or 26 weeks for the care of a covered service member) weeks of FMLA leave are used.

- C. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent leave.
- D. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the leave period, the District may require the instructional employee to choose either to:
 - (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

8. **BENEFITS**

- A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.
 - (1) Except as required under COBRA, the District's obligation to maintain health benefit premium contributions for an employee on FMLA leave ceases when: a) the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force); b) when the employee advises the District of his or her intent not to return from leave; or c) when the FMLA leave expires and the employee has not returned from leave.

- (2) Employee contributions will be required either through payroll deduction or by direct payment to the District. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.
- (3) If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid leave for reasons other than: a) the continuation, recurrence, or onset of a serious health condition of the employee or a covered family member, or b) circumstances beyond the employee's control, the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution") during the leave period, excluding the period where the District or the employee has substituted paid leave for FMLA leave.
- (4) An employee is not entitled to seniority or benefits accrual (e.g., holidays, vacations) during the unpaid leave, unless otherwise specified by the collective bargaining agreement or individual employment contract. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

B. ***Disability Plans and FMLA Leave:***

- (1) ***Workers' Compensation Leave.*** If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, leave from the job for which the employee receives workers' compensation payments will be considered FMLA leave. The employer and employee may agree to have paid leave supplement worker's compensation benefits, *i.e.*, where worker's disability compensation benefits provide replacement income for only a portion of the employee's salary.
- (2) ***Disability Plan Leave.*** The District may designate any employer-sponsored disability plan leave as FMLA leave.

9. **RETURN TO WORK**

- A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- B. **Periods Near the Conclusion of an Academic Team**
 1. **Leave five weeks before end of term:** An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue

on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.

2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.
3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term..

- C. ***Fitness-for-Duty Certification.*** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. KEY EMPLOYEES

- A. ***Definition.*** A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
- B. ***Job Restoration.*** While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee when the restoration to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.
- C. ***Qualifications.*** Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first; or if the notice cannot be given then because of the need to determine whether the employee is a key employee, as soon thereafter as practical.

In any situation in which the District determines that it will deny restoration or employment to a key employee, the District will issue a hand-delivered or certified letter to the key employee explaining the finding that the required injury to the District exists. Additionally, the District will inform the key employee of the potential consequences with respect to reinstatement and maintenance of health benefits should employment restoration be denied. When practical, the District will communicate this determination before the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already begun, the key employee will be provided a reasonable time in which to return to work after being notified of the District's intention – the decision cannot be made until the employee seeks to return to deny reinstatement.

- D. ***Timelines.*** If a key employee does not return to work in response to the District's notification of its decision to deny restoration of employment, the District will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the District will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice that he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave. The key employee has the right, at the end of the FMLA leave, to request reinstatement and the District will reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time.

If the District again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his/her reinstatement to employment. If the District finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

11. FAILURE TO RETURN FROM LEAVE

An employee's failure to return to work upon expiration of FMLA leave will subject the employee to termination unless an extension is granted, as required by law or under a collective bargaining agreement. An employee who requests an extension of FMLA leave due to the continuation, recurrence, or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a written request for an extension to the Assistant Superintendent for Human Resources and Labor Relations. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required to support any request for leave extension.

12. FORMS

The following forms, where applicable, must be filed with the Administration in accord with District policies and procedures:

WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition

WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

WH-385 Certification for Serious Injury or Illness of Covered Service Member For Military Family Leave

Date Adopted: April 24, 2009

Legal Authority: Family and Medical Leave Act of 1993, P.L. 103-3; National Defense Authorization Act for FY 2008, P.L. 110-118.

Professional Development Guidelines
Bloomfield Hills Public Schools

According to the Michigan Department of Education, a quality acceptable professional development activity is a planned and purposeful activity that is directly related to one's teaching assignment and is specifically designed to enhance the teacher's capacity to meet and support the learning and developmental needs of all students. Each school year teachers will participate in twelve (12) hours of professional development which will be outside of normal school hours or days.

Guidelines

The guidelines for professional development are listed below. The guidelines are for illustrative purposes only and are not intended to be an exhaustive list. (The guidelines are not part of the collective bargaining Agreement and may be amended by Administration after consultation with the BHEA.) Any selected project, activity, class, committee, or workshop not provided by the District is to be approved by the principal, supervisor, or designated administrator. Guidelines include:

- A. For departmental or grade level projects, the pre-approved activity must be connected to:
 - Classroom instruction or one's core role if not a classroom teacher.
 - Anticipated student learning outcome in accord with District goals and standards.
 - Either current District/school initiatives or an approved new activity.
- B. Approved conference or workshops on non-school hours or days may include:
 - Professional development activities at the intermediate school district.
 - Educational conferences at the state or national level (those days which are on non-scheduled school days).
 - District-sponsored in-service conducted after school or on non-school days.
 - Off-site workshops/conferences on relevant and aligned topics.
- C. Approved time spend serving on District, department, or school committees (outside the normal school day) relating to professional development, qualifying for NCA accreditation, or curriculum development.
- D. Approved time spent in classes or with mentors directly related to the District's Excellence In Teaching (EIT) Program.
- E. General Rules:

The general rule is that the professional development activity must be conducted on the staff member's own time. If the staff member attends a pre-approved professional development activity that is not provided by the District, the staff member may be responsible for any costs associated with that activity.

Appendix D-2

The following clarifications have been made to help implement the professional development requirements:

- If a BHEA staff member is attending a district-paid conference that offers sessions on a Saturday or Sunday. Time spent in attendance at the Saturday or Sunday sessions may be counted toward the professional development time. (Note: The building administrator must approve attendance at the Saturday or Sunday session in advance.)
- If a staff member attends a district-paid conference during a school recess period (i.e., summer recess) at the suggestion of his/her administrator, the conference may be counted toward professional development time provided the staff member is not being compensated for his/her time spent in attending the conference.
- Article 13(k) of the BHEA contract provides for one annual in-service day for each teacher with \$75 per teacher per year for conference expenses. A staff member may use the \$75 to fulfill his/her professional development requirement outside of the school day. (Note: A staff member can also request his/her \$75 for a conference during the school day, but attendance at this conference cannot be used to fulfill the outside-of-the-school day professional development requirement.

Revised 8/85

Code of Ethics of the Education Profession

(As adopted by the Representative Assembly of the National Education Association, July 1975)

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

Principle I—Commitment to the student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II—Commitment to the profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

Appendix E-2

Code of Ethics of the Education Profession

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a noneducator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

**BLOOMFIELD HILLS SCHOOLS
EARLY RETIREMENT INCENTIVE PLAN
FOR INSTRUCTIONAL STAFF**

ARTICLE I - ELIGIBILITY

For purposes of this Plan, the term "Employee" shall mean any instructional (certified) staff employee of Bloomfield Hills Schools who qualifies for and elects the benefits set forth in this plan. All active instructional staff who (1) as of March 19, 2009 are at the top of the salary schedule provided in the collective bargaining agreement between the Bloomfield Hills Schools and the Bloomfield Hills Education Association and (2) as of June 30, 2009, have twenty five (25) or more years of total experience as a certified instructional employee with any public school district (or combination of public school districts) are eligible to participate in the Bloomfield Hills Schools Early Retirement Incentive Plan for Instructional Staff (hereinafter "the Plan"). For the purposes of the Plan, years of experience as a certified instructional employee with the Bloomfield Hills Schools shall be determined with reference to the seniority list maintained by the Bloomfield Hills Schools for certified instructional staff. Up to five (5) years of MPERS service credit purchased by the Employee may be counted toward the twenty five (25) total years of experience as a certified instructional employee required for eligibility to participate in the Plan. Employees who have previously retired from the Bloomfield Hills Schools and returned to employment with the Bloomfield Hills Schools are not eligible to participate in the Plan.

Each current instructional staff employee who satisfies the eligibility requirements described above may apply to participate in this Plan by (i) executing and returning to the Bloomfield Hills Schools the attached Release and Waiver of Claims Agreement by the date provided for in the attached Agreement; (ii) submitting a written letter of resignation effective June 30, 2009 and (iii) by retiring from Bloomfield Hills Schools on June 30, 2009. The Plan window period (election to participate period) is March 20, 2009 through May 4, 2009. Participation will become effective if (1) the employee does not revoke his/her acceptance of the Release and Waiver of Claims Agreement; (2) the Bloomfield Hills Schools accepts and executes the Release and Waiver of Claims Agreement; and (3) at least twenty five (25) eligible employees elect to participate in the Plan and do not revoke such election.

effective as of the date established in Article I above, the Bloomfield Hills Schools will, no later than July 31, 2009*, make an employer contribution to the Bloomfield Hills Schools Tax Sheltered Annuity Plan (the 403(b) Plan) on behalf of the participating Employee. The amount of this employer contribution is set forth below and shall be based upon the number of eligible employees who apply to participate in the Plan and whose participation becomes effective as described in Article I:

25 – 29 employees: ten thousand and no/100 dollars (\$10,000);

30 – 34 employees: twenty thousand and no/100 dollars (\$20,000);

35 or more employees*: forty thousand and no/100 dollars (\$40,000).

Such employer contributions shall be made through an approved investment provider under the 403(b) Plan selected by the employee. The amounts described above will be paid only as employer contributions to the 403(b) Plan and shall not be available to the Employee in cash. The employer contributions provided under the Plan will be considered to have been made during the 2009-2010 fiscal year.

*In the event that 35 or more employees participate in the plan, the employer contribution to the 403b plan on behalf of the participating employee will be made in two installments: 50% by July 31, 2009 and 50% by January 31, 2010.

ARTICLE III - RELEASE AND WAIVER OF CLAIMS AGREEMENT

The terms of the Release and Waiver of Claims Agreement (attached) are incorporated by reference and the receipt of all Plan benefits are subject to the Employee's compliance with the Release and Waiver of Claims Agreement.

ARTICLE IV - DEATH OF EMPLOYEE

If the Employee dies prior to the last assigned working day identified in Article I above, then no payment will be made under this Plan to the participating Employee or to any other person or for any period after the Employee's death.

ARTICLE V - SOURCE OF PAYMENT AND NONASSIGNABILITY

The Employee or any other person having or claiming a right to any payment hereunder or to any interest under this Plan shall rely solely on the unsecured promise of the Bloomfield Hills Schools, and nothing in this Plan shall be construed to give the Employee or any other person any right, title, interest or

claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the Bloomfield Hills Schools or in which it may have any right, title or interest now or in the future, but the Employee or any other person shall have the right to enforce his/her right to the Early Retirement Incentive Plan benefits against the Bloomfield Hills Schools in the same manner as any unsecured creditor. Specifically, the Employee and any other person shall have no rights in any investment or bank account held by the Bloomfield Hills Schools for the purpose of providing the Bloomfield Hills Schools with the funds to meet its obligations under this Plan.

Further, the Employee and any other person shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payment. The payment under the Plan shall only be made directly to the 403(b) plan as an employer contribution on behalf of the participating Employee. The payment and right thereto are expressly declared to be non-assignable, non-transferable, and not subject to transfer by operation of law in the event of bankruptcy or insolvency, attachment, garnishment and execution of the Employee, except as required by applicable law.

ARTICLE VI - TAXES

The Employee, by signing the Release and Waiver of Claims Agreement attached hereto, acknowledges that he/she has been specifically advised to consult with an attorney regarding the Release and Waiver of Claims Agreement and this Plan. The Bloomfield Hills Schools and its employees, Board of Education members, agents, including, but not limited to, representatives and attorneys, shall have no liability regarding the tax consequences of payments under this Plan on behalf of the Employee.

ARTICLE VII - PLAN ADMINISTRATION

The Bloomfield Hills Schools shall administer this Plan. It shall have complete discretion with respect to any and all decisions pertaining to the granting or denial of claims for payment and review of denial of claims for payment. The Bloomfield Hills Schools shall also have the authority to delegate any or all of its duties. The Bloomfield Hills Schools shall maintain a copy of this Plan, and any amendments thereto. All communications with the Bloomfield Hills Schools should be directed to the Assistant Superintendent for Human Resources and Labor Relations at Bloomfield Hills Schools, 4175 Andover Road, Bloomfield Hills, Michigan 48302 unless the Employee shall have notice of a change of address. All communications under this Plan shall be sent to the Employee at the last address on file with the Human Resources Office at the Bloomfield Hills

Schools unless the Human Resources Office receives a written notice of change of address from the Employee.

ARTICLE VIII - AMENDMENT AND TERMINATION

This Plan may be amended at any time, from time to time, by a written instrument executed by a duly authorized officer of the Bloomfield Hills Schools, provided such amendment is communicated to each Employee and does not alter the amount of any payment made to the 403(b) Plan on behalf of an Employee. Except as limited by applicable labor laws, the Bloomfield Hills Schools reserves its sole and absolute right to terminate this Plan but in no event shall any Employee be bound by the terms of this Plan if the benefit described in Article II is not paid to the 403(b) Plan on behalf of participating Employee.

ARTICLE IX - MISCELLANEOUS

This Plan shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state. In the event any parts of this Plan are found to be void, the remaining provisions of this Plan shall nevertheless be binding with the same effect as though the void parts were deleted.

Whenever in this Plan, words, including pronouns, are used in the masculine gender, they shall be read and construed in the feminine or neuter gender whenever they would so apply, and wherever in this Plan, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

BLOOMFIELD HILLS SCHOOLS

By: _____

Its: Authorized School Official

Dated: _____

**BLOOMFIELD HILLS SCHOOLS
RELEASE AND WAIVER OF CLAIMS AGREEMENT**

This Agreement is executed by and between _____ on his/her own behalf and on behalf of his/her heirs, executors, administrators and assigns (hereinafter collectively referred to as "Employee"), the Bloomfield Hills Schools Board of Education on its behalf and on behalf of the Bloomfield Hills Schools (hereinafter collectively referred to as "the District").

WITNESSETH:

WHEREAS, the District determined that a limited program of voluntary severance of employment among a specified group of employees would permit the District to better fulfill its educational purposes; and

WHEREAS, the District has offered a special early retirement incentive payment to certain eligible employees who voluntarily terminate employment effective June 30, 2009; and

WHEREAS, the Bloomfield Hills Education Association (BHEA) has agreed to allow the District to present this plan to its members with its endorsement; and

WHEREAS, the District desires to secure a release and waiver by each participating Employee of the District; and

WHEREAS, the Employee has chosen to participate in this program by voluntarily severing the Employee's employment;

NOW, THEREFORE, it is mutually agreed as follows:

1. This Agreement is legally binding. Therefore, the Employee is specifically advised to consult with his/her attorney prior to executing this Agreement.

2. Employee's employment relationship with the District shall terminate no later than June 30, 2009. The Employee must work for the District and perform his/her assigned duties on a full-time basis through the last assigned working day established hereunder on an active basis, as required by the District.

3. The District agrees to provide the Employee with the benefits set forth in the Bloomfield Hills Schools Early Retirement Incentive Plan for Instructional Staff (the Plan) (a copy of which is attached hereto) upon the Employee's election and qualification for the early retirement incentive benefit. The benefit payable under the terms of Article II of the Plan shall be in the form of an employer contribution to the Bloomfield Hills Schools Tax Sheltered Annuity Plan (the 403(b) Plan) on behalf of the participating Employee. The amount of the employer contribution shall be based upon the number of eligible employees who elect to participate in the Plan and whose participation becomes effective as described in Article I of the Plan as follows:

0 - 24 employees: zero dollars

25 - 29 employees: Ten thousand and no/100 dollars (\$10,000)

30 — 34 employees: Twenty thousand and no/100 dollars (\$20,000)

35 or more employees: Forty thousand and no/100 dollars (\$40,000)

If up to 34 employees participate in the Early Retirement Incentive Plan, the employer contribution shall be made in one installment, to be paid no later than July 31 2009. If 35 or more employees participate in the Early Retirement Incentive Plan, the employer contribution shall be made in two installments to be paid as follows: 50% by July 31, 2009 and 50% by January 31, 2010. Such employer contribution shall be made through a District-approved investment provider under the 403(b) Plan as designated in writing by the Employee. The District shall not be obligated to make any employer contribution under this Plan unless the Employee has provided to the District a written designation identifying the investment provider through whom the contribution should be made. The amount described above will be paid only as an employer contribution to the 403(b) Plan and shall not be available to the Employee in cash. The Employee understands and agrees that his/her deferrals to the 403(b) Plan, when combined with the employer contribution set forth above and any other employer contribution received by the employee for the 2009 calendar year (including, but not limited to, the retirement/severance benefit described in paragraph 4 below) may not exceed the limit established under Section 415(c) of the Internal Revenue Code, which for 2009 is \$49,000. In the event that the Employee's combined deferrals and employer contributions to the 403(b) Plan for 2009 exceed the limit established under Internal Revenue Code Section 415(c), the District reserves the right to return excess deferrals to the Employee and to limit employer contributions so that the Code Section 415(c) limit is not exceeded.

4. The Employee understands and intends that the District will rely on the representations contained in this Agreement and that Employee agrees that he/she shall be estopped from seeking or securing any severance benefit from the District other than that described in this Agreement and the retirement/severance benefit described in Art. 29 (now Article 28) of the collective bargaining agreement between the District and the Bloomfield Hills Education Association.

5. The Plan referenced in this Agreement is offered to eligible Employees as defined in the attached Bloomfield Hills Schools Early Retirement Incentive Plan for Instructional Staff which is hereby incorporated by reference.

6. The Bloomfield Hills Schools Early Retirement Incentive Plan for Instructional Staff and this Release and Waiver of Claims Agreement was provided to the eligible Employee by March 20, 2009. This Release and Waiver of Claims Agreement must be executed by the Employee and returned or post marked on or before the end of the working day on May 4, 2009.

7. Employee waives any and all rights to future employment with the District after the date specified in paragraph 2. It is further specifically understood by the Employee and the District that this voluntary resignation will disqualify the Employee from receipt of unemployment benefits pursuant to the provisions of the Michigan Employment Security Act as it is a voluntary termination of employment. Employee further

understands and acknowledges that, based upon his/her voluntary resignation effective June 30, 2009, his/her eligibility to participate in all group welfare plans sponsored by the District, including, but not limited to group health, dental, vision, life and accidental death and disability coverage will cease as of that date, subject to any rights Employee may have to coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

8. The Employee hereby acknowledges that the benefit set forth in paragraph 3 of this Agreement constitutes the consideration for the full and final settlement of any and all causes of action, suits, damages, claims and demands whatsoever which the Employee ever had or now has against the District, directly or indirectly, arising out of his/her employment with the District. This full and final settlement applies to any and all federal statutes and law including, but not limited to, the Age Discrimination in Employment Act of 1967, Americans with Disabilities Act of 1990 and all Michigan statutes and laws as well as the common law of the State of Michigan except for claims covered by the Workers' Disability Compensation Act which cannot be waived. If at any time the Employee files suit or otherwise makes any claim or demand against the District, in addition to rights or defenses the District may have with respect to said suit or claim, the Employee shall forfeit all payments which were previously made or which are to be made in the future under the Agreement. This forfeiture provision shall not apply in the event that the Employee files a suit or EEOC charge challenging compliance by this Agreement with the Age Discrimination and Employment Act, Older Workers Benefit Protection Act or regulations under such Acts. Subject to these provisions, the District retains the right to pursue any and all remedies in the event the Employee breaches this Agreement.

9. The Employee understands that this is a total and complete release by him/her of all claims which he/she has against the District, both known and unknown, even though there may be facts and consequences of facts which are unknown to the District and the Employee. The Employee understands that this Agreement does not waive rights or claims that arise under the Age Discrimination in Employment Act of 1967 after the Agreement is executed. No provision of this Agreement shall prohibit the Employee from filing a charge or complaint with the EEOC for violation of the Age Discrimination and Employment Act, including a charge concerning the validity of this Agreement. The Employee acknowledges that he/she has read this Agreement, that he/she has had the opportunity for consultation with legal counsel in connection therewith, and that he/she understands all the terms and executes this Agreement voluntarily and with full knowledge of its significance and the consequences thereof. The Employee further acknowledges that he/she has received, as an attachment to this Agreement, a list of those Employees who are and are not eligible to participate in the Plan, including the ages of each of those employees. The Employee understands and agrees that in executing this Agreement he/she is not relying on any statement or representation made by the District regarding this Agreement and that he/she is relying solely on his/her own judgment.

10. With the sole exception of the attached Bloomfield Hills Schools Early Retirement Incentive Plan for Instructional Staff, this Agreement reflects the entire agreement of the District and the Employee relative to the subject matter hereof, and supersedes all prior or contemporaneous, oral or written understandings, statements,

representations or promises, and cannot be changed except in writing, signed by all parties.

11. Nothing contained in this Agreement shall be construed as a representation by the District regarding the treatment of the consideration described in Paragraph 3 above by any other organization, including without limitation the federal Internal Revenue Service, the Michigan Public School Employees Retirement System, and the federal Social Security Administration.

12. This Agreement shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state.

13. By executing this Agreement, the Employee acknowledges that he/she was given a period of at least forty-five (45) calendar days to consider this Agreement.

14. After execution of this Agreement, the Employee may revoke the Agreement by filing a written notice of revocation before the close of seven (7) business days following the execution of the Agreement. The Agreement shall not become effective or enforceable until after the seven (7) day revocation period has expired.

BLOOMFIELD HILLS SCHOOLS DATE

By: _____
Its: Authorized School Official

EMPLOYEE DATE

WITNESSED:

Witness

APPENDIX G

JOINT COMMITTEE ON TEACHER LEADERSHIP

The parties shall establish a joint committee on teacher leadership. Each may select up to six members to participate. The charge of the committee shall be to develop a program for the promotion of teacher leadership and the use of teacher leaders in the district to further the educational process and improve student learning. The committee will submit a proposal to the parties for consideration and action by June 30, 2011.

INDEX

Academic Freedom	14	Insurance Protection.....	71, 79
Accidental Death and Dismemberment ..	76	Involuntary Transfer	38, 39
Additional Life Insurance	76	Jury Duty.....	66
Art Teacher Additional Compensation ...	55	Layoff	3, 4, 6-8, 48
Association	1, 2, 6-13, 15, 18-23, 26, 29-31, 34, 36, 41, 48, 72, 75, 76, 80-84	Leave Bank	67, 68, 77-78, 82
Association Rights	8	Leave Requests	65
Athletic Personnel.....	55	Life Insurance	76, 80
Benefits.....	66, 67, 68, 71-73, 75-79, 81	Long-Term Disability	68, 69, 77, 79, 80
Cafeteria Benefits Plan	73, 74, 79	Maternity Leave	65, 69-70
Class Size.....	26, 33-35	Mileage	50
Conformity to Law	84	Military Service	70, 71
Contract Application.....	83	Non-compensable Leave.....	31, 32, 70
Contract Responsibility.....	84	Off-Schedule Salary Payments	47
Co-Curricular Salary Schedule	55, 57-62	Paid Leaves	64, 82
Co-Curricular Supplemental Contracts...	54	Paternal Care Leave	71
Dental	75, 76, 79-80	Payroll Deductions.....	49
Dependent Care Reimbursement	76	Payroll Procedures	49
Dependent Life Insurance.....	76	Per Diem and Hourly Rates	50
Driver Education.....	2, 3	Personal Days.....	64, 67
Duplication Hospital/Medical Coverage.	72	Physical Environment	23
Duration of Coverage.....	72	Posting	37, 51
Eligibility	6, 31, 63, 66, 74, 81-82	Professional Development	8, 32, 80-81
Evaluation of Teachers	8, 14-17, 20	Professional Growth Leave.....	63
Excellence In Teaching.....	40, 41	Promotion.....	37
Exceptional Students	33	Public Office	70
Fair Practices	83	Qualifications.....	3, 4-6, 8, 39, 51
Family and Medical Leave Regulation...	71	Recall	4, 6, 8, 39, 51
Funeral Leave	65	Religious Holidays.....	64
General Leaves of Absence	71	Repay of Unemployment Comp	48
Grievance Procedure.....	12, 13, 116-18, 31-22, 31, 40, 71, 81	Return from Leave	16, 70, 71
Guidance Counselors	2, 24, 36, 39, 42	Rights of the Board	2
Health Care Reimbursement.....	76	Sabbatical Leave	63
Hold Harmless	12, 83	Salary Schedule.....	39, 43-46, 47-48, 50, 52-55, 70, 81
Hourly Rates	50		
Increment Credit	47, 48		
Insurance Benefits	72, 75, 79		

INDEX

School Closing.....	7, 8, 39, 63
Seniority.....	5, 6-7, 31, 55, 68-69
Severance Payment.....	81, 82
Short-Term Disability.....	66, 68-69, 77-80
Sick Leave.....	48, 64
Special Leave.....	65
Standards.....	2, 14, 27
Stipend for Certification.....	41, 42, 56, 57
Student Enrollment Incentive.....	48
Substitute Teaching Assignments.....	37
Summer School Pay Schedule.....	55
Teacher Protection.....	14
Teacher Rights.....	9, 12
Teaching Assignments.....	3, 36
Unpaid Leaves.....	5, 67, 82
Vacancies.....	3, 37-38
Vision.....	75, 79-80
Work Stations.....	33
Workers' Compensation.....	69, 79