

ADMINISTRATIVE COUNCIL AGREEMENT
Employment Conditions & Procedures

ARTICLE 1 - GENERAL PROVISIONS

A. Composition of Administrative Council

The Administrative Council shall be the representative and spokesperson for the following administrative staff: Principals, Associate Principals, Nature Center Manager, Farm Manager, Supervisor of Wing Lake Developmental Center, Principal of Model High School, Principal of the Alternative High School, Supervisor of the Deaf and Hard of Hearing Program, Principal and Associate Principal of the International Academy and Associate Principals. In this Agreement, employees represented by the Administrative Council shall be referred to as Administrators or Administrative Staff.

B. Education Standards

All administrators, with the exception of managers, shall have a minimum of a master's degree or its equivalent. In the event an administrator updates their academic status, the Human Resources Office shall be provided with an official copy of transcripts. The Superintendent may, subject to the approval of the Board of Education, retain administrators who do not hold the master's degree. Remuneration for such administrators will be separately established.

C. Evaluation

Evaluation in writing will be conducted for each administrator by the immediate supervisor. Administrator evaluation will be scheduled as follows:

1. Regular administrative staff will receive one formal evaluation during the school year.
2. Probationary or administrative staff in the first year of an assignment will receive two formal evaluations during the year.

D. No Administrative Tenure

As defined in Article III, Section 1, of the Teacher Tenure Act, no Administrator assumes tenure in other than classroom position, but, rather, retains classroom tenure. In other words, an Administrator does not receive tenure in an Administrative Council position.

E. Professional Rights

If an Administrative Council position is eliminated through reorganization, the Council will be consulted. If a position is eliminated, the Superintendent will work with the Council and the individual affected in determining transfer options.

F. Due Process

Administrators shall be accorded procedural due process.

G. Length of Service/Probationary Period

The length of service for an administrator shall be as follows:

1. An administrator shall serve a two-year probationary period. (The probationary period is defined in Article 8 (F)). The two-year probationary period shall be served if the administrator is new to the District, has been transferred or promoted from a position not covered by the Administrative Council Agreement, or any time an Administrator is promoted to an administrative position covered

by the Administrative Council Agreement. (Promotion is defined as being transferred to a position that results in an increase in pay.)

2. Upon completion of the two-year administrative probationary period, the administrator shall be credited with all continuous full-time employment in a teaching and/or administrative capacity for purposes of determining total length of service with the District.
3. In the event the administrator is transferred, reassigned, or reduced to a teaching position, the above-stated length of service will be credited to the administrator for employment and placement on the teachers' salary schedule. In such event, salary will be established by granting full years of experience for experience in education to the maximum allowable under the provisions of the applicable master agreement.
4. In addition to the placement on the teachers' salary schedule, as set forth in Paragraph 3, above, such administrator shall be credited with the length of service (as defined above) for other terms and conditions of employment, as specifically set forth in the teachers' collective bargaining agreement.
5. Upon completion of the administrative probationary period, such administrator shall be deemed to have tenure as a classroom teacher only, as per Article III, Section 1, of the Teacher Tenure Act, provided the administrator has the necessary certification, as defined by the State Board of Education and the Teachers' Tenure Act.

H. Additional Assignments

Contract periods for employment have been made based on the need of the specific position. Administrators who serve other special functions with the school district beyond their contract term will be reimbursed based on the schedule for such special functions.

I. Joint Committee Regarding Evaluation Process

A joint committee will be established to discuss the evaluation process for Administrative Council members.

ARTICLE 2 - WORK YEAR AND VACATION PROVISIONS

A. Non-Scheduled Days

Non-scheduled days are to be mutually agreed upon by the administrator and the immediate supervisor. Necessary administrative support will be provided as approved by the appropriate immediate supervisor.

B. Vacation Days for Those Individuals Employed Prior to July 1, 1985

Those individuals employed in administrative positions of 250-260 days per year prior to July 1, 1985 will be eligible for a vacation payout upon termination.

C. Work Year for School Building Administrators

The work year for building administrators is based on the years of service in the position as follows:

| <u>Position</u> | <u>Years of Service</u> | | | | | |
|-------------------------|-------------------------|-----|-----|-----|-----|-----|
| | 0 | 1 | 2 | 3 | 4 | 5 |
| High School Principal | 230 | 229 | 228 | 227 | 226 | 225 |
| Middle School Principal | 225 | 224 | 223 | 222 | 221 | 220 |
| Associate HS Principal | 226 | 225 | 224 | 223 | 222 | 221 |
| Associate MS Principal | 217 | 216 | 215 | 214 | 213 | 212 |

| | | | | | | |
|--|-----|-----|-----|-----|-----|-----|
| Elementary Principal | 213 | 212 | 211 | 210 | 209 | 208 |
| International Academy Principal | 230 | 229 | 228 | 227 | 226 | 225 |
| Associate International Academy Principal | 226 | 225 | 224 | 223 | 222 | 221 |
| Supervisor of Deaf & Hard of Hearing Program | 211 | 211 | 211 | 211 | 211 | 211 |
| Supervisor of Wing Lake Developmental Center | 235 | 234 | 233 | 232 | 231 | 230 |
| Principal of Model High School | 217 | 216 | 215 | 214 | 213 | 212 |
| Principal of Alternative High School | 217 | 216 | 215 | 214 | 213 | 212 |
| IBO Coordinator/Supervisor | 200 | 200 | 200 | 200 | 200 | 200 |

D. Holiday Work Schedules

Administrative staff holiday work schedules will be established by the Superintendent. The holiday schedule will be commensurate with the actual schedule developed for other employee groups, when possible.

E. Work Year/Vacation Schedule/Holiday Schedule for Farm Manager and Nature Center Manager

The following applies to the Farm Manager and Nature Center Manager only:

1. Work Year - 12 months
2. Vacation - The administrator will receive 15 days paid vacation annually during first full year in position, plus 1 additional day each subsequent year to a total of 20 annual vacation days.
3. Paid Holidays - The administrator will receive 10 paid holidays each year as follows:

| | | |
|------------------|------------------------|---------------|
| New Year's Eve | New Year's Day | Good Friday |
| Memorial Day | Independence Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving | Christmas Eve |
| | | Christmas Day |

ARTICLE 3 - COMPENSABLE LEAVE DAYS

A. Use of Leave Days

Administrators shall earn one leave day each month during the school year. The twelve leave days for the current school year will be available on July 1 of each school year. The leave days may be used as follows:

1. Personal or Family Illness:
 - a. Personal illness of the administrator.
 - b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
2. Personal Days: The administrator may use up to 3 days per year from current leave days as personal days. A reason may be required.
3. Religious Holidays: Absence for observance of religious holidays, not to exceed three (3) days per year.

4. Special Leave: Special leave 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 discretion of the Assistant Superintendent for Human Resources and Labor Relations.
5. 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 administrator'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.

B. Leave Day Provisions

Whenever possible, leave days for personal business, personal, religious holidays, and special leave, as well as any other leave, must be requested in advance. This request shall include a statement that the leave request is for a purpose authorized within this section, as set forth above. The administrator may be requested to set forth a specific reason for such leave.

If the service of an administrator is interrupted by reason of discharge, termination, suspension, or leave, and the administrator has utilized more leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from the last pay check due the administrator at the time of interruption.

C. Inclement Weather Days

Administrative attendance on snow days or other inclement weather days is expected. However, when such days occur and travel to and from the site may not be possible, the administrator may be excused from attendance. In such absence, the Administrator is expected to compensate for the absence by either rescheduling another day of work or by charging the date against current leave, or having it charged as a non-compensable day with a reduction in salary.

D. Leave Bank

For each successive July 1, unused current leave days will be added to the administrator's bank. All days accumulated in this bank shall be for the sole purpose of the Administrator's personal illness, funeral leave and family illness.

The leave bank shall be used in any school year only after the current leave days of that school year have been depleted, in accordance with the above current leave provisions.

E. Salary Continuation (Short-Term Disability)

Salary continuation for short-term disability (STD) purposes shall be paid to an administrator at 100% of current daily rate for a period of one year, after a waiting period of five (5) consecutive work days, during which the administrator's current leave and leave bank will be used, if available, However, the administrator will be allowed to maintain a minimum balance of twenty (20) earned days in the leave bank. The salary continuation benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with Bloomfield Hills Schools.

After an administrator has received pay for one full year under the provisions of this section, the administrator shall be entitled to apply for disability coverage under the terms of the long-term disability policy provided by the District (see Long-Term Disability, under Insurance Benefits - Article 6(N)).

F. Jury Duty

1. Notify Human Resources Office: Administrators who are summoned for jury duty must notify the human resources office within twenty-four (24) hours of receipt of such notice. If the administrator then reports for jury duty, that administrator shall continue to receive the regular daily wage (i.e. jury duty pay differential) for each day on which the administrator reports for or performs jury duty and on which the administrator would otherwise have been scheduled to work. Time spent on jury duty shall not be charged against leave days.
2. Jury Duty Pay Differential: To be eligible for jury duty pay differential, the administrator must furnish the human resources office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the administrator by the court. This payment by the administrator shall be made to the human resources office no later than two (2) weeks after the return from jury duty. Any administrator found abusing this privilege shall not be entitled to the pay differential.

G. Workers' Disability Compensation

1. Notification: In the event of any on-the-job injury, the administrator must notify the human resources office and complete an accident report as soon as possible, but in no event later than three (3) calendar days after the occurrence.
2. Doctor Visits: An administrator 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 administrator. 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 administrator is scheduled to work unless approved by the immediate supervisor.
3. No Leave Days Charged: It is understood that no leave days shall be charged for absences related to a compensable job-related accident.
4. Workers' Compensation Pay Differential: In the event an administrator is absent from work due to a job-related accident, the administrator will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the full salary and such monies as may be received as Workers' Disability benefits (loss-of-time benefits).

Should the administrator continue to be off work beyond a period of twelve months, short-term disability benefits, provided in the Salary Continuation section of the agreement will not be paid.

5. Benefits Beyond One Year: Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months.
6. Administrators Who Do Not Return to Work within One Year of Commencement of Leave: If an administrator on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the administrator's position will not be held open for the administrator. However, if the administrator is medically able to return to work within two calendar years of the date of the commencement of the leave, the administrator will be given consideration or placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the

Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association.) The administrator must supply a physician's authorization permitting the administrator to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the administrator's physician and the district's physician do not agree that the administrator is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the administrator, and this decision will be final. If the administrator retires during the two year time period, this paragraph does not apply.

If the administrator does not return to work within two years of the date of the commencement of the leave, the administrator will be separated from employment with Bloomfield Hills Schools.

ARTICLE 4 - UNPAID LEAVES OF ABSENCE

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

1. Protracted Illness: Any administrator shall be entitled to a leave of absence in cases of protracted or extended illness. Such administrator must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.
2. Maternal or Paternal Care Leave: Maternal or paternal care leave shall be considered a non-paid leave. Maternal or paternal care leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective in accordance with the Family and Medical Leave Act (FMLA). (See Appendix C for the regulations applicable to the FMLA.) Family and Medical Leave Act leave for the birth of a child or for placement of a child for adoption or foster care must conclude within twelve months of the birth or placement. A maternal care leave is non-renewable.
3. Adoption or Paternity Leave: In cases of adoption or paternity, the provisions of Section A(2) above shall apply in accordance with the Family and Medical Leave Act. (See Appendix C)
4. Public Office: Any administrator 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, except the Board may grant approval for an additional year upon written request.
5. Other Experiences: A leave of absence may be granted for other experiences beneficial to the administrator's effectiveness, as approved by the Board.

B. 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 twelve (12) work weeks for FMLA.

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

C. Military Leaves

Administrators 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.

ARTICLE 5 - PAID LEAVES OF ABSENCE

A. Administrative Growth Leave

The administrative growth leave is designed to provide short-term, paid leaves to enhance administrators' personal and professional knowledge. Eligibility requirements include three years of district administrative service and final program approval by the Superintendent.

ARTICLE 6 - INSURANCE BENEFITS

A. Commencement and Duration of Benefits

Benefits shall commence on the first day of hire. Coverage shall remain in effect as long as the Administrator is actively employed by the school district. If the Administrator terminates during the school year or retires, benefits shall terminate at the end of the month in which the Administrator last works or exhausts Family and Medical Leave Act leave. Benefits will continue through August for Administrators who terminate (not retire) and who have completed the school year and are not scheduled to work in the month of July. Benefits also terminate when an employee commences long term disability leave or has been on workers' disability compensation leave exceeding one year.

B. Benefits

The Board will pay the premiums for the following coverages and benefits as defined in this article and in accordance with contract provisions for eligible members. The Administrator must fully comply with insurance company or self insurance regulations as a condition of receiving such benefits.

The benefits in this Article are provided for all bargaining unit members and include no provision for reimbursement for those members who do not qualify or do not select such benefits except as provided for in the administrator's cafeteria benefit plan.

C. Life Insurance

The Board shall select the insurance carrier who will provide each administrator with a group term life insurance policy. Such policy shall pay to the administrator's beneficiary the sum of \$200,000 upon the death of the insured.

D. Life Option

There will be an optional administrative life insurance group for those administrators who wish to have a reduced life insurance amount. This optional coverage will provide \$50,000 group life and \$50,000 accidental death and dismemberment. The election of this option, available to all administrative staff at the beginning of each election period, requires a written authorization and may require a physical examination in the event the policy with a greater face value is again desired.

E. Additional Life Insurance

The Administrator will have the option to purchase additional term life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) 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 will be required after the initial enrollment period.

F. Dependent Life Insurance

The Administrator will have the option to purchase term life insurance for his/her 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 will be required after the initial enrollment period.

G. Accidental Death and Dismemberment

The Board will select the insurance carrier and pay the premium for an accidental death and dismemberment insurance policy in the amount of \$50,000. The policy shall pay to the administrator, or the administrator's designated beneficiary, an appropriate amount in accordance with the policy.

H. Hospital-Medical Insurance – Subject to Compliance with the Publicly Funded Health Contribution Act 2011 PA 152

The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rate for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs ("the Additional Payments") than the "hard cap amounts" of \$5500 for single, \$11,000 for two-person or \$15,000 for family (2011 year). As provided in the "Act", the "hard cap" amounts will be adjusted annually by the State treasurer by October 1 of each year for the following plan year which begins January 1 based on the change in the medical care component of the U.S. Consumer Price Index. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any additional payments) exceed the "hard cap" maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District will discuss such deduction with the Association prior to implementation. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the "hard cap" maximums, the District will contribute to the employees' Health Savings Account (HSA) or Flexible Savings Account (FSA) according to the formula in H(4) of this article. In no event shall this Section be interpreted to require the District to make a payment which would cause it to violate the Publicly Funded Health Insurance Contribution Act.

(Background – Not Part of Contract)

(To comply with the Publicly Funded Health Contribution Act, the District restated its cafeteria benefits plan document (*Educated Choices*) to include a High Deductible Health Plan (HDHP) (with employee and employer contributions), and a Flexible Spending Account. It was also necessary to have a short plan year covering November and December, 2012 and changing the plan year to January 1 – December 31 for all future years. This was to comply with the annual contribution limits for the Health Savings accounts.)

The health insurance coverage provided in the 2008-2012 contract will remain in effect through October 31, 2012.

Effective November 1, 2012, the District will provide, either by self-insurance or a policy of insurance, the following group medical coverage to each full-time employee who makes proper application to participate in such coverage and to participate in the Bloomfield Hills Schools Flexible Benefits Plan:

1) PPO HSA – Plan 1250/0% Medical Coverage

Deductibles – the deductibles combine deductible amounts under the PPO HSA medical coverage and the prescription coverage.

- \$1250 for one-person contract or \$2500 for a family contract (two or more members). There is no 4th quarter carryover. Out of Network deductibles are double the in-network amounts. NOTE: the full family deductible must be met under a two-person or full family contract before benefits are paid for any person on the contract.
- Annual preventative services are covered at 100% and there is no deductible. One per member per calendar year.
- Well Baby visits paid at 100% and there is no deductible.
- Physician office visits, office consultations and urgent care visits, hospital emergency room visits that are medically necessary are covered at 100% after the deductible has been met.

*Please refer to the Coverage summary in Appendix A for additional information. Appendix A is provided for information purposes only and not part of the contract.

- 2) PPO HSA Prescription Drug Coverage – Triple Tier Copayment.
The HSA prescription drug benefit, including mail order drugs, is subject to the same deductible and same annual co-insurance/co-pay dollar maximums as the PPO HSA medical coverage. Benefits are not payable until the annual deductible has been met. After the deductible has been satisfied, the applicable co-pays apply.

Copayments are based on the type of drug obtained. The copayment is \$5 generic/\$25 formulary (preferred) brand/\$50 non-formulary (non-preferred) brand:

- Rider PD-TTC \$5/\$25/\$50 & PD-Rx-CM (open-formulary) – imposed a triple tier copay for prescription drugs.
- Included are provisions for up to a 90-day supply of prescription drugs, with a revised MAC and the mail order program.
- Rider PCD – prescription contraceptive devices
- Rider PD-CM – prescription contraceptive medication

*See specific In and Out of Network costs in Appendix A

- 3) Health Savings Accounts
Employees who are enrolled in the group medical coverage described above and who are otherwise eligible to make and receive Health Savings Account (HSA) contributions may make contributions to a Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. Such employees may also receive a District Contribution to his/her Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. Such contributions are based upon the formula described below. However, no contribution will be made by the school district if the contribution would make the District out of compliance with Public Act 152 of 2011.

- 4) Formula for District Contribution to Employee Health Savings Accounts (HSA)
- Determine the number of staff members enrolled in the PPO HSA 1250/0% insurance plan for the applicable plan year. (October 1 enrollment counts will be used for this purpose).
 - Use the illustrative rates from Blue Cross/Blue Shield of Michigan (BCBSM) for the applicable plan year and determine the cost of the PPO HSA 1250/0% plan.
 - Determine the "hard cap" amount for single, two persons and full family for the applicable plan year. (This amount was established by the Michigan legislature in 2011 and is to be adjusted annually by the State treasurer based on the change in the medical care component of the U.S. Consumer Price Index (CPI)).
 - Subtract the total BCBSM illustrative rates amount from the "hard cap" for the applicable plan year for single, two person and full family. These amounts represent the differential between the "hard cap" and the illustrative rates that are available to be used for the

percentage contribution to employee's individual HSAs. (NOTE: If no amount is available, there will be no contribution to the individual HSAs.)

- v. The percentage contribution to the individual HSAs will be determined as follows:
 - a) Calculate total sum of HSA funding
 - 1. Take the number of single subscribers x the respective differential (calculated in #iv above).
 - 2. Take the number of two person subscribers x the respective differential (calculated in #iv above).
 - 3. Take the number of full family subscribers x the respective differential (calculated in #iv above).
 - 4. Take the sum of 1, 2, and 3.
 - b) Calculate total employee deductible expense
 - 1. Take the number of single subscribers x the deductible of \$1250.
 - 2. Take the number of two person and full family subscribers x the deductible of \$2500.
 - 3. Take the sum of 1 and 2.
 - c) Divide (a) by (b) to calculate percent of deductible contributed to the HSA per employee.

- vi. See Appendix B for an example of the application of the formula.

Other Factors

The combined employee and District HSA contributions shall not exceed the annual calendar year limits established by the IRS for such contributions. See IRS Publication 969 for eligibility.

Employees who have mid-plan year life status changes will have their HSA employer paid contribution prorated by 12 months, provided they are eligible to participate in the HSA plan.

Those employees who are not eligible to participate in an HSA because they are enrolled in Medicare, or employees who do not elect to participate in HSA will receive the employer contribution into a Flexible Spending Account.

5) Proration of District Contribution to Health Savings Account (HSA)

An election by an Employee to receive medical/hospitalization coverage under the District's High Deductible Health Plan (HDHP) and to receive the District contribution to a Health Savings Account (HSA) associated with that coverage is irrevocable for the Plan Year for which the election is made.

In the event that the employment of an Employee who has elected to receive a District HSA contribution ceases before the end of the Plan Year and he/she does not continue coverage under the District's HDHP for the remainder of the Plan Year, the District may deduct from any pay or other amounts owed to the employee, including the Employee's final paycheck, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP. Similarly, if an Employee otherwise ceases coverage under the District's HDHP before the end of the Plan Year, the District may deduct from the Employee's pay following the election to cease coverage, in one or more installments, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP.

If an Employee, after the start of the Plan Year, modifies his/her election to receive medical/hospitalization coverage from two person or full family to single coverage, the District may deduct from the Employee's pay, following the coverage modification election, in one or more

installments, an amount equal to the difference between District HSA contribution for single coverage associated with any period in which the Employee was covered by single coverage.

Employees who elect, after the start of the Plan Year, to receive medical/hospitalization coverage under the District's High Deductible Health Plan, and to receive the District Health Savings Account contribution, due to a mid-plan year change in family status, a mid-plan year court order, or a mid-plan year change in eligibility for Medicaid or CHIP, will receive a prorated District HSA contribution based on the ratio of the number of months of the Plan Year in which they participate in the District's HDHP, divided by 12 months, provided that they are otherwise eligible to receive HSA contributions.

6) The following terms and features also apply to the group medical coverage provided by the District:

a) Cash Payment in Lieu of Medical/Hospitalization Insurance for the Period November 1, 2012 – December 31, 2012

The District will provide a Cash in Lieu of Health coverage option under the Bloomfield Hills Schools Flexible Benefits Plan for the short plan year beginning on November 1, 2012 and ending on December 31, 2012 for those individuals who do not elect the employer-provided medical/hospitalization coverage. This option shall be in the amount of \$208.34 for staff eligible for single-subscriber coverage, \$316.66 for staff eligible for two-person coverage and \$425.00 for staff eligible for full-family coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

b) Cash Payment in Lieu of Medical/Hospitalization Insurance for Full Plan Years beginning on/after January 1, 2013

The District will provide a Cash in Lieu of Health coverage option under the Bloomfield Hills Schools Flexible Benefits Plan for each full plan year beginning on or after January 1, 2013 for those individuals who do not elect the employer-provided medical/hospitalization coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

Effective January 2013:

| | |
|---------------------|--------|
| Single Opt Out | \$1250 |
| Two-Person Opt Out | \$1900 |
| Full Family Opt Out | \$2550 |

c) Family Continuation Coverage

Medical insurance will include family continuation coverage for each eligible employee who makes proper application to participate.

d) Employee Contribution

Each employee electing health insurance coverage shall make the following prorated pre-tax contribution:

November 1, 2012 – December 31, 2013 Plan Year:

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

January 1, 2014 – December 31, 2014 Plan Year and
January 1, 2015 – December 31, 2015 Plan Year:

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

e) Health Risk Assessment/Rebate

Health Risk Assessment: 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 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 (and on the Human Resources web page).

Rebate of Pre-tax Contribution: Employees and their spouses (if applicable) who participate in the annual health risk assessment (HRA) are eligible to receive a rebate of the full amount of the employee pre-tax contribution provided in subparagraph H(6)(d) of this article. Eligibility for the rebate is based upon receipt by the Human Resources Benefits Coordinator of the completed health risk assessment (HRA) form by the following dates:

Rebate for the 2014 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 4, 2012 and September 8, 2013. **Forms must be received no later than September 8, 2013.**

Rebate for the 2015 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 5, 2013 and September 8, 2014. **Forms must be received no later than September 8, 2014.**

Rebate for the 2016 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 6, 2014 and September 10, 2015. **Forms must be received no later than September 10, 2015.**

Forms may be faxed to 248-341-5449 or emailed to SDare@bloomfield.org. But the original must be mailed.

Forms received after the due date will not qualify the employee for the rebate. *There will be no exceptions.* 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%. Single member households with dependent children will be rebated at 100%.

f) Flexible Benefits Plan

The District will provide a cafeteria plan or flexible benefits plan which will permit pre-tax premium copayments for all fringe benefits which constitute "qualified benefits" permitted by the IRS to be offered on a pre-tax basis through a cafeteria plan. The plan will also permit eligible employees to choose between group medical coverage and the Cash Payment in Lieu of Medical/Hospitalization Insurance described in Section H(6)(a)&(b) of this article and permit employee and employer Health Savings Account contributions, subject to applicable tax requirements.

I. 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. Effective November 1, 2012, any employee or dependent who is covered by any medical coverage which is not a high deductible health plan (HDHP) shall not be eligible to make contributions to a health savings account (HSA) in connection with participation in the HDHP sponsored by the District or to receive District contributions to an HSA.

J. Dental

The Board shall pay the premiums that will provide each administrative staff member with a dental plan that will include basic care, prosthetics and orthodontic benefits. Coverage shall include: Class I (100%); Class II (100%); Class III (70%) and Class IV (60%). A \$1,000 orthodontic lifetime maximum per family member up to age 19 is included in Class IV. Calendar maximum amount is \$1,500.

K. Vision

The Board will select and pay the premium for a vision care program for those administrators who are full-time and other eligible employees. (Eligibility for this benefit for less than full-time employees is defined in Section L below.)

The vision care program will provide a percentage of reimbursement for services in the areas of vision care in accordance with the coverage schedules provided by the carrier. The plan shall provide for an annual evaluation, lenses and \$35 for frames.

L. Benefits - Less than Full Time

Each less-than-full-time or shared-time administrative staff member will have the premiums paid for the following coverages as elected by the administrator:

1. Each administrator working a schedule of at least 75% but less than 100% will be eligible for up to full family hospital/medical, dental and vision insurance. In the event that health insurance is not elected, the defined cash in lieu of health insurance option may be elected.
2. Each administrator assigned a schedule of less than 75% may elect single-subscriber health, dental and vision. In the event that no health plan is elected, the defined cash in lieu of health insurance option may be elected.
3. Each administrator will be provided with short-term disability, long-term disability and life insurance, as defined in the collective bargaining agreement.

M. Flexible Spending Accounts

1. Health Care Reimbursement Account: The administrator 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.

2. Dependent Care Reimbursement Account: The administrator 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.

N. Long-Term Disability

1. Benefits: The Board of Education shall select and pay the premium for a Long-Term Disability Insurance plan. Such disability insurance shall provide benefits of 66 2/3% of the monthly earnings to the administrator who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury, or upon the termination of salary continuation provided under compensable leave days, whichever is longer. Benefits shall be payable until the administrator reaches age sixty-five (65), provided the administrator continues to be disabled under the provisions of the insurance policy.
2. Computation of Monthly Earnings: For the purposes of Long-Term Disability coverage, monthly earnings shall be the administrator's regular salary at the time of the disability divided by twelve (12) months.
3. Benefits Reduced by Other Remuneration: The amount received from the insurance company will be reduced by any primary remuneration for which the administrator is eligible during the benefit period from the employer, the Michigan Public School Employees' Retirement System, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
4. Position Held Open for One Year: On the date an administrator commences a long-term disability leave, the administrator's position will no longer be held open for the administrator. However, if the administrator is medically able to return to work within one calendar years of the date of the commencement of the leave, the administrator will be given consideration for placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association. The administrator must supply a physician's authorization permitting the administrator to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the administrator's physician and the district's physician or medical facility do not agree that the administrator is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the administrator, and this decision will be final. This paragraph does not apply to an administrator who retires.

If the administrator does not return to work within one year from the commencement of the leave, the administrator will be separated from employment with Bloomfield Hills Schools.

ARTICLE 7 - PAYROLL PROCEDURES AND DEDUCTIONS

A. Payroll Procedures

1. Administrators shall be paid over twenty-six (26) paydays at their building, or elsewhere as provided, from the time they begin service on their new contract year. Pay dates are every other Friday.

B. Payroll Deductions

The Board will make voluntary payroll deductions from the salaries of administrators according to the following list, and any other voluntary deductions, as approved by the Board. All authorizations for payroll deductions will be made on one form, include the following:

1. United Fund
2. Direct Deposit
3. Credit Union
4. 403B and 457 Tax Sheltered Accounts (those approved by the Board)
5. Tax Deferred Retirement Purchase (TDP)
6. Municipal Income Taxes of Pontiac and Detroit for those administrators who have submitted written authorization for said deduction
7. Flexible Spending Account/Cafeteria Plan
8. Long-Term Care
9. Insurance Contributions and Health Savings Accounts

C. Tax Sheltered Accounts - Advance Purchase

All administrators are entitled to a tax sheltered account (403(b) qualified) salary deduction on the first pay of their salary year up to 10% of their contract amount if they elect such deduction on a timely basis. This amount will be allowed in addition to any amount otherwise authorized by the administrator for bi-weekly deduction during the pay year.

The administrator must arrange for the deduction with their TSA carrier, and the one-time deduction authorization must be received in the payroll office at least ten days prior to the first pay date of the new salary year.

ARTICLE 8 - TERMS OF EMPLOYMENT

The Board of Education recognizes that the administrators of the District hold the same high aspirations of conduct and performance that the Board holds for them and the two parties will work cooperatively in their mutual efforts to attain and maintain educational excellence for students.

A. Two-Year Term of Employment

Subject to the limitations listed below, the Board of Education agrees that each administrator will be employed for an initial term of two years, and continuing from year to year thereafter unless notification is given by either party, to comply with laws as provided in Act 451, PA 1976, as amended by Act 289, PA 1996, and any amendments thereto. (MCL 380.1229) An administrator may terminate his/her employment contract by giving 30 days written notice of resignation to the Superintendent or Assistant Superintendent for Human Resources and Labor Relations.

B. Administrative Staff Layoffs, Reassignments, & Personnel Reductions

Upon written notice and in accordance with the procedures of the above statute, staff changes due to layoffs, reassignments, and/or personnel reductions, the administrator's contract shall be terminated.

C. Unsatisfactory Performance

If an administrator's performance is considered unsatisfactory, a program of assistance shall be instituted as soon as practicable. If after one year of such assistance program, the administrator's performance is not satisfactory, then, upon written notice, and in accord with the procedures of the above statute, and any applicable Board policies, employment may be terminated. The one-year program of assistance is not applicable to probationary administrators.

It is understood that the president and other officers of the Administrators' Association can be helpful in improving a peer's performance and, toward that end, the president will be made aware of unsatisfactory performance on the part of any member of this group.

D. Professional Conduct

The administrator agrees to perform the administrator's contract and the employment duties and functions required of all personnel of the school district in a manner that encourages quality in the educational process and fulfills the standard professional conduct. In the event of acts of misconduct, as opposed to unsatisfactory performance, said administrator may be terminated after written charges, notice, and an opportunity to have the charges reviewed with the Superintendent and/or the Board of Education.

E. Insubordination

Acts such as insubordination will not be tolerated and, depending upon the nature of the offense, can lead to immediate dismissal.

F. Probationary Period

All new administrators shall serve a probationary period of two years. The administrator shall be evaluated during the probationary period and a satisfactory evaluation is necessary for continuation of the administrator's contract and employment as an administrator. The one-year program of assistance is not applicable to probationary administrators.

ARTICLE 9 - PROFESSIONAL REIMBURSEMENT

A. Administrative Council Growth Fund

The Administrative Growth Fund, in the amount of \$40,000.00, shall be used for the reimbursement of professional growth items such as conference expenses, tuition reimbursement, membership in professional organizations, and employment related items. An administrator may carry over any of his/her unused growth fund allocation from year to year.

1. Conferences: The Board recognizes the importance of state and national conferences and school visitations and agrees to pay expenses incurred while attending conferences and visitations, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
2. Tuition Reimbursement: The Board recognizes the value of advanced graduate courses in a specialized field as beneficial to the administrator and the school district and agrees to pay for books and tuition, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
3. Professional Organization Membership: Dues paid to professional educational organizations will be reimbursed subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints.
4. Employment Related Items: The Board will reimburse the administrator for employment related items such as books, supplies, technology and technology related items. The reimbursement is subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints. (Any technology or related items will remain the property of Bloomfield Hills Schools and must be returned upon separation from employment).
5. Reimbursement of Expenses: Requests for reimbursement shall be made to the Administrative Council president using a designated form. Such request must be made on or before June 30 of the school year in which the purchase was made.
6. Technology related items purchased through the Administrative Growth Fund must be returned to the district upon resignation or retirement. However, if items are three years old or more, the items do not need to be returned to the district upon separation from employment.

B. Other Reimbursements

1. Mileage: Administrators required in the course of their work to drive personal automobiles shall receive the approved IRS rate, effective January 1 each year. The allowance shall be given for use of personal cars for business of the District, as approved by the administrator’s immediate supervisor. The following rules shall apply:
 - a. Administrators will not receive payment for mileage driven within district boundaries. Administrators will receive mileage driven out of school district boundaries. The administrator is not required to take the lessor of the mileage from their home or work site to the activity.
 - b. If an administrator is required to attend an out-of-district evening or weekend activity, they can receive payment for mileage from their homes to that activity. The administrator is not required to take the lessor of the mileage from their home or work location to the activity.

ARTICLE 10 - SEVERANCE

A. Severance Program

The District will provide a Board paid tax sheltered contribution as a severance benefit. The severance program is available for those administrative staff members who have a minimum of ten years of administrative service to the Bloomfield Hills Schools. Eligibility will be based upon one of three categories for administrative service of 10, 15 or 18 years. Years between categories will place the administrator in the lower category for eligibility purposes.

1. Severance Benefit: The severance benefit is as follows:

| Years of Administrative Service Bloomfield Hills Schools | | |
|---|-----------------|-----------------|
| <u>10 years</u> | <u>15 years</u> | <u>18 years</u> |
| \$19,000 | \$21,500 | \$25,000 |

2. Eligibility: Eligibility for severance payment will be premised upon receipt, by the Human Resources Office, of a written resignation from the administrator, at least thirty (30) days prior to the effective date of resignation.

B. Use of Board Paid Tax Sheltered Contribution to Purchase Retirement Service Credit

Eligible employees who tender an irrevocable letter of resignation on or before February 1st of the applicable school year, with a June 30 effective resignation date, may receive 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 (6) months of the time the Board paid contribution is used to purchase retirement service credit.

C. Alternate Severance Plan

Administrative Council staff with service in another Bloomfield Hills Schools employee group having a severance benefit, have the option to elect the severance benefit provided by the other employee group. If the administrator elects this option, the administrator’s total years of service to the Bloomfield Hills Schools (as a regular employee) will be considered in determining eligibility for severance benefits of the group of which the administrator was previously a member. Eligibility for the severance program of a group other than Administrative Council will be premised on full compliance with that group's provisions.

An administrator will have access to only one District-paid severance provision.

D. Retirement Life

The Board shall pay the premium to provide group term life insurance in the amount of \$25,000 to age 65 for each administrator who retires within the provisions of the Michigan Public School Employees Retirement System (MPERS). The life insurance is discontinued upon the insured reaching age 65.

ARTICLE 11A - ADMINISTRATIVE SALARY SCHEDULE

2012-2013 - Full Step and 1% on top of "off schedule" last year + 750 added to contract amount

| | 0 | 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | 3.5 | 4 | 4.5 | 5 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| High School Principal | \$119,262 | \$120,675 | \$122,087 | \$123,513 | \$124,940 | \$126,073 | \$127,206 | \$128,067 | \$128,928 | \$130,258 | \$133,557 |
| International Academy Principal | \$119,262 | \$120,675 | \$122,087 | \$123,513 | \$124,940 | \$126,073 | \$127,206 | \$128,067 | \$128,928 | \$130,258 | \$133,557 |
| Middle School Principal | \$107,529 | \$108,679 | \$109,829 | \$111,511 | \$113,193 | \$114,422 | \$115,652 | \$116,736 | \$117,820 | \$119,845 | \$123,692 |
| Alt HS/Model HS Principal | \$107,529 | \$108,679 | \$109,829 | \$111,511 | \$113,193 | \$114,422 | \$115,652 | \$116,736 | \$117,820 | \$119,845 | \$123,692 |
| Elementary Principal | \$101,835 | \$102,910 | \$103,984 | \$105,563 | \$107,141 | \$108,291 | \$109,441 | \$110,313 | \$111,185 | \$113,224 | \$116,987 |
| High School Associate Principal | \$102,784 | \$104,027 | \$105,271 | \$106,494 | \$107,717 | \$108,812 | \$109,906 | \$110,842 | \$111,779 | \$112,986 | \$115,901 |
| International Academy Assistant Principal | \$100,752 | \$101,967 | \$103,181 | \$104,375 | \$105,569 | \$106,636 | \$107,703 | \$108,616 | \$109,528 | \$110,706 | \$113,555 |
| Middle School Associate Principal | \$98,720 | \$99,906 | \$101,091 | \$102,256 | \$103,420 | \$104,460 | \$105,501 | \$106,389 | \$107,278 | \$108,425 | \$111,210 |
| Supervisor of Wing Lake Center | \$107,072 | \$108,409 | \$109,746 | \$111,144 | \$112,542 | \$113,590 | \$114,637 | \$115,395 | \$116,154 | \$117,883 | \$121,401 |
| Supervisor of Deaf/Hard of Hearing | \$95,840 | \$96,873 | \$97,907 | \$98,596 | \$99,286 | \$100,319 | \$101,352 | \$102,386 | \$103,420 | \$104,454 | \$107,064 |
| IBO Coordinator/Supervisor | \$90,883 | \$91,862 | \$92,841 | \$93,495 | \$94,149 | \$95,128 | \$96,108 | \$97,088 | \$98,068 | \$99,047 | \$101,522 |
| Farm Manager | \$62,550 | \$63,587 | \$64,624 | \$66,014 | \$67,403 | \$68,791 | \$70,179 | \$71,564 | \$72,948 | \$74,619 | \$77,426 |
| Nature Center Manager | \$62,550 | \$63,587 | \$64,624 | \$66,014 | \$67,403 | \$68,791 | \$70,179 | \$71,564 | \$72,948 | \$74,619 | \$77,426 |

2013-2014 - Full Step and 1% on top step only

| | 0 | 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | 3.5 | 4 | 4.5 | 5 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| High School Principal | \$119,262 | \$120,675 | \$122,087 | \$123,513 | \$124,940 | \$126,073 | \$127,206 | \$128,067 | \$128,928 | \$130,258 | \$134,892 |
| International Academy Principal | \$119,262 | \$120,675 | \$122,087 | \$123,513 | \$124,940 | \$126,073 | \$127,206 | \$128,067 | \$128,928 | \$130,258 | \$134,892 |
| Middle School Principal | \$107,529 | \$108,679 | \$109,829 | \$111,511 | \$113,193 | \$114,422 | \$115,652 | \$116,736 | \$117,820 | \$119,845 | \$124,929 |
| Alt HS/Model HS Principal | \$107,529 | \$108,679 | \$109,829 | \$111,511 | \$113,193 | \$114,422 | \$115,652 | \$116,736 | \$117,820 | \$119,845 | \$124,929 |
| Elementary Principal | \$101,835 | \$102,910 | \$103,984 | \$105,563 | \$107,141 | \$108,291 | \$109,441 | \$110,313 | \$111,185 | \$113,224 | \$118,157 |
| High School Associate Principal | \$102,784 | \$104,027 | \$105,271 | \$106,494 | \$107,717 | \$108,812 | \$109,906 | \$110,842 | \$111,779 | \$112,986 | \$117,060 |
| International Academy Assistant Principal | \$100,752 | \$101,967 | \$103,181 | \$104,375 | \$105,569 | \$106,636 | \$107,703 | \$108,616 | \$109,528 | \$110,706 | \$114,691 |
| Middle School Associate Principal | \$98,720 | \$99,906 | \$101,091 | \$102,256 | \$103,420 | \$104,460 | \$105,501 | \$106,389 | \$107,278 | \$108,425 | \$112,322 |
| Supervisor of Wing Lake Center | \$107,072 | \$108,409 | \$109,746 | \$111,144 | \$112,542 | \$113,590 | \$114,637 | \$115,395 | \$116,154 | \$117,883 | \$122,615 |
| Supervisor of Deaf/Hard of Hearing | \$95,840 | \$96,873 | \$97,907 | \$98,596 | \$99,286 | \$100,319 | \$101,352 | \$102,386 | \$103,420 | \$104,454 | \$108,135 |
| IBO Coordinator/Supervisor | \$90,883 | \$91,862 | \$92,841 | \$93,495 | \$94,149 | \$95,128 | \$96,108 | \$97,088 | \$98,068 | \$99,047 | \$102,537 |
| Farm Manager | \$62,550 | \$63,587 | \$64,624 | \$66,014 | \$67,403 | \$68,791 | \$70,179 | \$71,564 | \$72,948 | \$74,619 | \$78,200 |
| Nature Center Manager | \$62,550 | \$63,587 | \$64,624 | \$66,014 | \$67,403 | \$68,791 | \$70,179 | \$71,564 | \$72,948 | \$74,619 | \$78,200 |

B. Degree Differential

1. The degree differential for administrative staff (other than the Farm Manager and Nature Center Manager) will be as follows:

| | |
|--|-----------|
| Master's Degree plus 30 Graduate Semester Hours | Doctorate |
| \$3,000 | \$4,250 |

The 30 graduate semester hours must be earned after the date the master's degree was obtained in order to receive the master's plus 30 degree differential payment.

2. The degree differential for the Farm Manager and Nature Center Manager will be as follows:

\$1000 for Bachelor's degree

The degree differential for the Farm Manager and Nature Center Manager will be as follows:

\$3000 for Master's degree

C. Stipend for Certification by National Board for Professional Teaching Standards

1. Upon receipt of proper documentation, an administrator may receive a stipend for Board for Professional Teaching Standards Certification:

Administrators 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.

2. Procedure to Receive Stipend

In order to receive the stipend, the administrator 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. An administrator is eligible for only one stipend under this section.

ARTICLE 12 – EMERGENCY MANAGER

“Section 15 (7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.”

ARTICLE 13 - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until June 30, 2015.

The Administrative Council ratified this agreement on June 7, 2012 and the Board of Education approved this agreement on June 21, 2012.

Contract Reopener

Either party may reopen the contract prior to the 2014-15 school year (or earlier, if needed) for the purpose of changing contractual provisions to comply with the Patient Protection & Affordable Care Act, by serving written notice of such intent upon the other party.

The contract may also be reopened for the 2013-14 and 2014-15 school years for the purpose of discussing medical insurance. Such discussion will include, but is not limited to, consideration of medical insurance programs, provider, and employee contribution. However, the mutual agreement of both parties is required to reopen the contract for this purpose.

Board of Education

Ingrid Day, President

Robert Herner, Secretary

Robert Glass, Superintendent

Christine Barnett, Chief Negotiator

Administrative Council

Mary Hillberry, President

Heidi Kattula, Vice President