#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the 5 day of June, 2014 by and between the School District of Bloomfield Hills ("Board" or "School District") and the Bloomfield Hills Education Association ("Association").

## **BACKGROUND:**

The parties entered into a Collective Bargaining Agreement covering the period August 31, 2012 through June 30, 2015;

The Agreement provided a re-opener provision regarding compensation for the 2014/15 school year which included consideration of an alternative compensation model; and

The parties were unable to achieve an agreement on an alternative compensation model but have reached an agreement to extend the current Collective Bargaining Agreement through June 30, 2016 with compensation for the 2014/15 and 2015/16 school years, and other matters which are designated in the Letter of Understanding.

## AGREEMENT:

Accordingly, the have parties agreed as follows:

- 1. The current contract between the parties covering the period August 31, 2012 through June 30, 2015 shall be extended by the parties through June 30, 2016.
- 2. The school calendar for the 2015/16 is attached.

## 3. Compensation for the 2014/2015 School Year

- a. Teachers eligible for steps will advance a full step on the salary schedule.
- b. Teachers at the top of either the 11 step or 14 step salary schedules will receive a 1% on schedule increase.
- c. There will be no other improvement on the salary schedules.
- d. Teachers achieving an additional degree or college credit shall be eligible to move to the appropriate salary lane as provided in Article 16 c.

# 4. Compensation for the 2015/2016 School Year

- a. <u>Highly Effective or Effective Rating in 2014-15</u>: Teachers eligible for Steps rated overall Effective or Highly Effective for the 2014/15 evaluation cycle shall advance one full Step on the salary schedule for the 2015/16 school year. Teachers at the top of the salary schedule (step 11 or 14 whichever is applicable) will receive a 1% on-schedule increase.
- b. <u>Minimally Effective Rating in 2014-15</u>: Teachers eligible for Steps rated overall Minimally Effective for the 2014/15 evaluation cycle shall advance one-half (½) Step on the Salary Schedule for the 2015/16 school year. Teachers at the top of their respective salary schedules shall receive a ½% salary increase for the 2015/16 school year.
- c. <u>Ineffective Rating in 2014-15</u>: Teachers eligible for Steps rated overall Ineffective for the 2014/15 evaluation cycle shall be maintained at the 2014/15 Step placement (or current Step placement) for the 2015/16 school year. Teachers at the top of their respective salary schedules will be maintained at their 2014/15 salary.
- d. There will be no other improvement on the salary schedule.

- e. Teachers achieving an additional degree or college credit shall be eligible to move to the appropriate salary lane as provided in Article 16 c.
- 5. Advance on Salary Lanes for Additional Degrees or Education: The ability to advance to a higher salary lane upon the achievement of an additional degree or education will not be impacted by the overall effectiveness rating received by the teachers in the 2014-15 school year.
- 6. Should the current State mandated effectiveness ratings be altered during the term of this Agreement, the resulting ratings will replace the existing rating for determining eligibility for compensation increases.
- 7. Article 6 Agency Shop will be modified effective July 1, 2015 pursuant to State law. The revised provision is attached.
- 8. Article 13(T) High School Department Heads is replaced with K-12 Content Area Teachers. The replacement provision is attached.
- 9. Article 19 (B) and (J)—Supplemental Schedules is revised. The revised provisions are attached.
- 10. This Memorandum of Understanding will expire on June 30, 2016 unless extended by mutual agreement of the parties.

11. This Memorandum of Understanding was ratified by the BHEA on	
May 27, 2014 and by the Board of Education on June 5	2014 ر
and shall become effective July 1, 2014.	

For the Board of Education of the Bloomfield Hills School District

For the Bloomfield Hills Education Association, MEA/NEA

By: Christ	The Barnest	By:	Lu	at BE	ralt-
Assista Its: Human	nt Superindument Resources + Labor	fin Relatenelits:	Pre	sident	Moomfield Hills Education Association
Dated:	6/6/14	Date	ed:	6/7/20	14

## **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.

## 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, by the 45th day as required, the Association may request that the employee be terminated, and upon that request, to the extent permitted by law, 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. 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.
- 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.



To: BHEA Negotiations Team

From: Board Negotiations Team

Date: April 24, 2014

Re: Contract Changes for 2014-15 school year

The following are contractual changes that the parties have agreed to:

## Article 19 - Supplemental Schedules (pp. 45 - 46)

## B. Co-Curricular Supplemental Contracts

1- 4 and 6: current contract language

## 5. Options for Receipt of Co-Curricular Salaries

The board will provide three (3) two 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.

## b. Lump sum at the conclusion of the activity.

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

## J. Co-Curricular schedule (pp. 48 – 49)

Add the following to the co-curricular schedule.

- Equestrian on the same schedule as cheerleading.
- Bowling on the same schedule as tennis/cc/golf.
- Sports Sampler (5<sup>th</sup> grade) on the same schedule as middle school softball/baseball/volleyball.
- Musical Add high school producer on the same schedule as high school director.



## **MEMO**

To: BHEA Negotiations Team

From: Board Negotiations Team

Date: May 2, 2014

RE:

K-12 Content Area Teacher Leaders

The following is the Board's proposal to replace the positions of High School Department Heads with K-12 Content Area Teacher Leaders beginning in the 2014-15 school year.

## Article 13 (T) - High School Department Heads K-12 Content Area Teachers

## 1. Remuneration

Department heads at Andover and Lahser-High-Schools will receive annual remuneration as follows:

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

## 2. Departments

The following departments are established at the high schools:

Math
Science
World Language/ELL
Language Arts (English) including debate, speech, drama and forensics

Academic Support including community service; counselors and PAGES

Social Studies

Communication, Performing and Visual Arts including art, dance and music
Practical Arts including business, computers, engineering and family and consumer science
Special Education/DHH
Media including TV and media specialists
Physical Education and Health

K-12 Content Area Teacher Leaders will replace High School Department Heads effective
with the 2014-15 school year. The number and annual remuneration for the appointed
content area teachers will be as follows:

POSITIONS	TOTAL POSITIONS	ANNUAL STIPEND
English (2 elem, 2 MS, 2 HS)	Up to 6	\$1750
Math (2 elem, 2 MS, 2 HS)	Up to 6	\$1750
Social Studies (2 elem, 2 MS, 2 HS)	Up to 6	\$1750
Science (2 elem, 2 MH, 2 HS)	Up 50 6	\$1750
Arts (1 K-8, 1 HS)	Up to 2	\$1500
World Languages (1 K-8, 1 HS)	Up to 2	\$1500
Technology (1 K-8, 1 HS)	Up to 2	\$1500
PE/Health (1 K-8, 1 HS)	Up to 2	\$1500

NOTE: All positions may not be filled each school year.

## 32.Cost of Department Heads K-12 Content Area Teacher Leaders Capped

The total cost of the remuneration of the department heads at each high school K-12 Content Area Teacher Leaders is capped at \$41,360 (\$82,720 total for both schools) \$55,000 during the term of the contract. If the size number of the departments teacher leaders exceeds the remuneration available, the available remuneration will be proportionally adjusted among the departments teacher leaders.

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.

# Salary Schedule for 2014-15 for Staff Hired On or After March 19, 2009

2014-2015 14 Step Schedule

Cton	0.4.	B2	MA2	M32	DR2
Step	Code	Salary	Salary	Salary	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)	<b>\$</b> 51,4 <del>6</del> 2	\$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)	<b>\$6</b> 8,226	\$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)	\$79,500	\$89,842	\$94,522	\$96,037

## Salary Schedule for 2015-16 for Staff Hired On or After March 19, 2009

2015-2016 14 Step Schedule

14 Sten	Schedule				
· · · Olop	0010000	B2	MA2	M32	DR2
Step	Code	Salary	Salary	Salary	Salary
J.10p	3000	outur,	Culary	Culdity	Galary
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)	\$80.295	\$90.740	\$95 467	\$96,997

# Salary Schedule for 2014-15 for Staff Hired Prior to March 19, 2009

2014-2015 11 Step Schedule

Step	Code	BA Salary	MA Salary	M3 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)	<b>\$</b> 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)	\$79,500	\$89,842	\$94,522	\$96,037

## Salary Schedule for 2015-16 for Staff Hired Prior to March 19, 2009

2015-2016 11 Step Schedule

		BA	MA	M3	DR
Step	Code	Salary	Salary	Salary	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)	\$80,295	\$90,740	\$95,467	\$96,997

Bloomfield Hills	Schools 2015	5-2016 Calendar:	K-12
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Biodiffield Hills Schools 2013-2016 Cal	endar: K-12	
	Student	Teacher
August 2015  Monday/Tuesday, August 24/25 – New Teacher/New Staff Orientation Wednesday, August 26 – Teacher Work Day Thursday, August 27 – Professional Development Day Friday, August 28 – Professional Development Day Monday, August 31 – Professional Development Day	0	4
September 2015 Tuesday, September 1 Welcome Back Day Wednesday, September 2 Professional Development Day Thursday, September 3 Teacher Work Day Friday, September 4 NO SCHOOL Pre-Labor Day Holiday Monday, September 7 NO SCHOOL Labor Day Tuesday, September 8 First Full Day of School for 6-12 Students/half day K-5 a.m. Tuesday, September 15 NO SCHOOL Wednesday, September 23 NO SCHOOL	15	18
October 2015 Friday, October 30 – Half Day for K-12/Half Day Professional Development	22	22
November 2015 Tuesday, November 24 Half Day (am) Middle School (and elementary at middle school) NO SCHOOL (pm) Middle School (and elementary at middle school) Wednesday, November 25 - NO SCHOOL K-12 (P/T Conference Comp Day) Thursday/Friday, November 26/27 - Thanksgiving No School K-12	18	18
<u>December 2015</u> Monday, December 21 – Friday, January 1, 2016 – NO SCHOOL Winter Break K-12	14	14
<u>January 2016</u> Monday, January 4 – Classes Resume Monday, January 18 - Martin Luther King Day - NO SCHOOL K-12 Friday, January 29 – <b>Half Day K-12/Half Day for Teacher Records*</b>	19	19
<u>February 2016</u> Monday, February 1 – 2 <sup>nd</sup> Semester Begins Monday, February 15 NO SCHOOL/Mid-Winter Break for Students/PD for Teachers	20	21
March 2016 Tuesday, March 8 - MME/NO SCHOOL except for 11 <sup>th</sup> grade/PD for K - 8 teachers** Wednesday, March 9 - Late Start for High School Friday, March 25 - NO SCHOOL	21	22
April 2016 Friday, April 1 - Half Day K-12 (am) - (P/T Conference Comp Half Day - pm)	16	16
<u>May 2016</u> Friday, May 27 – Half Day for K-12/Half Day Professional Development Monday, May 30 – Memorial Day – NO SCHOOL	21	21
<u>June 2016</u> Friday, June 17 - Last day for K-12 students (Half Day) Monday, June 20 - Last day for K-12 staff/Teacher Record Day*	13	14
Six (6) hours Professional Development/non-school time		1
TOTAL DAYS IN SESSION	179	190

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

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

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

#### Note #1:

#### **Elementary Teachers Only**

The first day of school for students (9/2/14) 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.

#### Note #2:

## All Teachers

- One day (6 hours) of professional development will be scheduled and completed by teachers by June 1, 2015.
- 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) (subject to updating by JoAnne Messina)

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)

05/13/14

<sup>\*</sup>Does not include lunch but includes passing time.