

**MASTER AGREEMENT**

**between the**

**WEST BLOOMFIELD SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**WEST BLOOMFIELD  
EDUCATION ASSOCIATION, MEA-NEA**

**SEPTEMBER 1, 2012  
THROUGH  
AUGUST 31, 2013**

**WEST BLOOMFIELD SCHOOL DISTRICT  
WEST BLOOMFIELD, MICHIGAN 48324**

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## AGREEMENT

This Agreement, entered into this 1st day of September, 2012 by and between the West Bloomfield Board of Education, West Bloomfield, Michigan, hereinafter called the "Board", and the West Bloomfield Education Association, MEA-NEA, hereinafter called the "Association",

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, 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 Board agrees not to negotiate with or recognize any teachers' union other than the West Bloomfield Education Association, MEA-NEA, for the duration of this Agreement; and

WHEREAS, the Board and Association, following extended and deliberate negotiations, have reached certain agreements with respect to wages, hours, and other terms and conditions of employment;

THIS agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 *et seq.*, including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 Pa 4, MCL 141.1501 to 141.1531. (Assn. agrees to District 6/20/12)

This agreement shall include changes due to Public Act 103 of Public Acts of 2011. The highlighted and "*italicized*" sections of the contract will not be enforceable under law for tenured teachers bargaining unit members whose employment is regulated by the teachers' tenure act, but will remain in full force for non-tenured staff bargaining unit members whose employment is not regulated by the teachers' tenure act.

IT IS HEREBY AGREED AS FOLLOWS:

### ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all contract classroom teaching personnel, including those on leave, to the extent required by Act 379 of the Public Acts of 1965, as amended, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

"Contract classroom teaching personnel" includes the following certified personnel: classroom teachers, art, physical education, music teachers, special education classroom teachers and special education teaching consultants, Chapter I and Headstart Teachers, Oakland Early College teachers, media consultants (librarians), reading and development consultants, counselors, social workers, school psychologists and speech therapists.

Excluded from the bargaining unit are administrative and supervisory personnel, substitute teachers, teachers of adult education, certified employees working in a non-certified position, and non-certified personnel employed by the Board of Education.

The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.

For the purposes of this Agreement, the term "certified" includes certification for classroom teachers and approval for special education personnel as construed and defined by the Michigan Department of Education.

- B. Teachers employed and appointed to teacher bargaining unit positions on or before March 1 shall enjoy all benefits of the Master Agreement. After the date of March 1, teachers employed and appointed to the teacher bargaining unit shall be accorded the rights and benefits extended by the Master Agreement except for the following:
- (1) Appointment shall be made by Letter of Appointment for the remainder of the school year only (employment automatically terminates as of the end of the school year), and Board payment of fringe benefits shall cease as of the end of the school year. If, however, said teacher is offered a contract for the following year before the end of the current school year, any fringe benefit coverage normally extended to members of the teacher bargaining unit during the summer shall be paid by the Board.
  - (2) The article on teacher evaluation does not apply to teachers appointed by Letter of Appointment. Such teachers do not receive seniority for purposes of layoff and recall.
  - (3) It is expressly understood that substitute teachers may temporarily fill teacher bargaining unit positions in order that the Board can meet its obligation to post positions and to consider applications. If at all practicable, such temporary assignment of a substitute teacher shall not exceed ten (10) school days for any one teacher.
- C. Teachers who have retired from the West Bloomfield School District and are subsequently rehired for a part-time position shall be issued a one year contract which will be considered for renewal annually.
- D. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- E. Whenever the term "Board" is used, except in the grievance procedure provisions, Board means the Board of Education of the West Bloomfield School District or the Superintendent or Assistant Superintendents, Deputy Superintendent, or other authorized representatives.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment set forth herein shall be applied without regard to sex, race, color, religion, age, marital status, national origin, weight, height, disability or sexual orientation. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to sex, race, color, religion, age, marital status, national origin, weight, height, disability or sexual orientation.
- G. The headings used in this Agreement neither add to nor subtract from the meaning of the provisions herein, but are for reference only.

**ARTICLE II**  
**TEACHERS RIGHTS AND DUTIES**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she 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 by law.
- B. In the course of normal school business, including evaluations, a teacher should not request association representation when asked to meet with an administrator. However, when a teacher has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably inheres, he/she may request that an Association representative be present as a witness for the teacher.
- C. A teacher will have the right to review, upon request, the contents of all records of the employer pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such a review. With the exception of employees of the Human Resources Department and the Superintendent, a record shall be made in each file indicating who has reviewed the file and on what date.
- D. *Any complaint lodged against a teacher, judged by a supervisor to have substance, shall be brought to the teacher's attention within ten (10) school days of receipt in a personal conference. Such complaints shall be put in writing along with name(s) of the complainant(s), and any administrative action taken. The supervisor shall offer the teacher an opportunity to meet with the complainant. The teacher may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. No complaints shall become a part of the evaluation or placed in any file unless it is serious in nature or regularly occurring.*
- E. No non-tenure teacher whose employment is not regulated by the teachers' tenure act shall be disciplined or reprimanded, reduced in compensation, suspended, demoted, or discharged without just cause. Any such discipline shall be subject to the grievance procedure.

The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall not be construed as discipline, reprimand or reduction in compensation.

The discharge, or more than a fifteen day demotion, of a tenure teacher is not subject to the grievance procedure, but is subject to the appeal procedure as provided for in the Michigan Teacher Tenure Act.

In case of the contemplated discharge of a probationary teacher, such discharge shall not be subject to the grievance procedure. *However, at the request of the affected employee, he/she shall be granted a hearing by the Board of Education. The decision of the Board of Education shall not be subject to arbitration.*

*The parties agree that the object of any discipline is to improve performance/behavior with the least disruption. Therefore, a system of progressive discipline shall be instituted. Such program will begin with an oral warning and proceed to written warning, a written reprimand, suspension, discharge. Any of the steps, prior to discharge, may be repeated and, in extremely serious instances, steps may be skipped. A teacher shall be entitled to have an Association representative present during any meeting which will or may lead to disciplinary action by the Employer. Any document not previously made known to a teacher must be made known to the teacher at least twenty-four (24) hours before any disciplinary action is taken.*

F. Teachers shall be responsible for furnishing information requested by the Administration. Examples of such necessary information are:

- (1) Timely proof of freedom from tuberculosis, a communicable disease, or transmissible disease as required by State law or State regulation.
- (2) Medical Examination. The Board may require a medical or psychiatric examination if the Board determines to consider granting a medical leave pursuant to the Teacher Tenure Act. The doctor administering said examination shall be selected from a list of certified practitioners in the appropriate specialty provided by the Board and shall be at Board expense. *In the event the teacher refuses to present a physician's report as required by the Board as provided above, such refusal shall be considered as just cause for discharge.*

If a teacher requests medical leave, failure to provide, upon request, appropriate reports of medical examination shall be grounds for refusing the leave.

- (3) The return of teacher contracts and/or supplements on or before the date or dates specified by State law, State regulation, Board policy and/or administrative rules.
- (4) Written records of student performance and behavior such as report cards, grade record book and attendance records, CA-60's in the elementary schools, and special education reports when necessary.
- (5) Usable written daily lesson plans must be available for any time the teacher is absent.
- (6) Up-to-date transcripts and records of educational preparation.

G. Teachers will prepare and plan, in writing and in advance, the teaching they will be doing. The lesson taught should reflect the written plans. Teachers should be prepared to explain the concepts covered, procedures used, expected outcomes and methods of measuring outcomes.

H. It is the right and duty of a teacher to determine the academic level of achievement of all students assigned to his/her class and establish a grade or symbol indicating their levels in accordance with Board approved evaluation systems. Grading shall not be used for disciplinary reasons. At the high school level this indication of achievement is unalterable except by agreement between two building administrators and the department chairperson. At the middle school level this indication of achievement is unalterable except by agreement between two building administrators and the Assistant Superintendent of Instruction. At the elementary level, this indication of achievement is unalterable except by agreement between the building administrator and the Assistant Superintendent for Instruction. Once the process is completed, the teacher will be notified of the outcome in a timely manner. Assignments of students to grade level or class shall be according to Board Policy 5110.

I. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):

- (1) All requests must be made in, or reduced to writing, and forwarded to the office of Human Resources and include the name, address and phone number of the person making the request. Should the request be made by an organization, it must include the name of the organization, address and a list of officers.
- (2) To be honored, all requests must identify the specific public record wanted.

- (3) Once a FOIA request is received by the Office of Human Resources, the involved bargaining unit member(s) and the Association President shall be notified immediately and provided with a copy of the FOIA request.
  - (4) If requested by the teacher and as soon as possible, the district will meet with the affected teacher (and Association representatives if the teacher requests such representation) to review the FOIA request and the document(s) requested.
  - (5) Unless the parties agree otherwise, and provided an extension is allowed by law, the District will notify the requesting party that timelines for disclosure will be extended for the ten (10) additional business days.
  - (6) The District shall attempt to honor all exemptions regarding production of documents as identified in FOIA to the extent that they apply.
  - (7) Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old may not be released to third parties unless required by law.
  - (8) Records relating to unsubstantiated complaints against a teacher and/or investigatory records into a teacher's conduct where disciplinary action is not taken shall not be released to third parties unless required by law.
  - (9) On any document that may be released under a FOIA request, exempt material will be redacted if identified and if such action does not violate FOIA requirements.
- J. Report card procedures shall be consistent throughout the elementary buildings.
- K. A teacher will be provided with at least twenty-four (24) hours notice if his/her classroom/facility is to be used for other purposes with the exception of an emergency situation.
- L. No probationary teacher will be asked to serve on more than two (2) district and/or building committees at the same time.

**ARTICLE III**  
**RESERVATION OF RIGHTS**

The Board reserves all the rights and powers conferred upon it by the constitution and laws of the State of Michigan, except as the same are expressly and specifically limited by the Agreement. Such rights include by way of illustration and not by way of limitation the right to:

- (1) Manage and control the business, equipment and operations of the school district.
- (2) Assign personnel, determine number of personnel and their schedules and establish or modify school hours.
- (3) Select, promote and determine qualifications of personnel.
- (4) Determine the number and location of its facilities, including buildings, departments, offices and divisions thereof.
- (5) Determine the services, supplies and equipment necessary for the operation of the district and establish financial policies and procedures.

- (6) Determine the number, function, authority and organization of its administrative staff.

The exercise of the foregoing powers, rights, authority and duties by the Board shall be limited only by the terms of this Agreement.

**ARTICLE IV**  
**AGENCY SHOP - CREDIT UNION**

- A. Pursuant to Section 10 of PERA, as amended, 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 exert or put pressure on or discriminate against a teacher regarding such matters.
- B. Except as provided elsewhere herein, all teachers in the bargaining unit shall, on or before the sixtieth (60th) day following: the beginning of the school year, beginning of their employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, either:
- (1) Become members of the Association; or
  - (2) Pay to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative Procedures adopted pursuant to that policy. Such amount shall be submitted, in writing, to the Board as soon as the fee is determined; generally in January or February.
- C. Exceptions to Section B above shall be:
- (1) Temporary teachers shall not be required to join the Association or pay a service charge thereto.
  - (2) Members of the bargaining unit hired during the school year shall be required, as a condition of employment to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service fee. Such pro ratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- D. In the event a teacher does not join the Association or pay the service fee the Board shall, at the request of the Association, terminate the employment of the teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just cause for discharge from employment.
- (1) Fulfillment of its obligations by sending written notice to the teacher that he/she has an obligation to tender dues or service fee, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Board.
  - (2) Fulfillment of its responsibilities by sending written notice to the teacher (copy to the Board) that he/she has not fulfilled his/her obligation by the requisite date of reasonable period of time thereafter, and that a request for his/her termination was being made to the Board.



- (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the teacher has not complied with his obligations, and that it is an official request of the Association.
- E. If a teacher has tendered directly to the Association his/her membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstance, risk the loss of his/her job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from, or has been expelled by, the Association for any reason other than his/her failure to tender the dues or service fee to the Association either directly or after revocation of his/her authorization.
- F. In the event a teacher does not tender his/her payment of dues or service charge directly to the Association, he/she may execute a written authorization to the Board for deductions from his/her pay. Such written authorization must be voluntary and is revocable from year to year, between June 1 and September 1. The deductions permitted under the authorization shall be:
- (1) Association Member - The regular and equal amount of Association dues and fees, including the M.E.A. and N.E.A. (but excluding fines, assessments, or any other dues/fees prohibited by law, etc.).
  - (2) Non-members - The service fee, which shall not include any other dues/fees prohibited by law, may be paid by payroll deduction spread over the pay dates from time of service fee notification until the final check of the school year.
- G. The procedure for deductions shall be:
- (1) Within fifteen (15) days after the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of Association dues, as defined above, and the service charge amount.
  - (2) Deductions, minus any other dues/fees prohibited by law, shall be made in twenty (20) equal installments, beginning with the second regular pay date of the year, after receipt of the authorization.
  - (3) By ten (10) days after each deduction, the Board shall transmit the monies to the Association Treasurer.
- H. Accompanying the transmittal of monies deducted, the Board shall send a list of full-time teachers who have had monies deducted from their pay, the amount deducted from each teacher, the amount to be deducted from future paychecks, receipts of signed authorizations and/or revocation, and other pertinent information necessary to administer this Article.
- I. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this section. In the event the Board fails to comply with the provisions of this section, the previous statement shall not apply.
- J. As a condition of the effectiveness of this article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the Agreement.

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:

- (1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - (2) The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article or the costs which may be assessed against the Board by any court or tribunal.
  - (3) The Board shall notify the Association of the Board's attorney and the Board's attorney shall consult with the Association's attorney as to all phases of the suit or action.
  - (4) The Association shall have the right to compromise or settle any claim made against the Board under this article.
- K. Teachers may sign and deliver to the Board Office an authorization to deduct a specific sum payable to the Birmingham/Bloomfield Credit Union, said sum to be paid regularly thereafter.
- L. If any provision of this Article, relating to the Agency Shop, is contrary to law then its effect shall be null and void.

**ARTICLE V**  
**TEACHING HOURS/CLASS LOAD**

- A. The regular school day for teachers shall not exceed seven (7) hours, excluding the lunch period, except for parent and/or pupil conferences, which may necessitate an extension of the regular school day. Faculty meetings shall normally be held during the regular school day whenever possible. The administration may call extended staff meetings if needed. If an extended staff meeting is anticipated, the building administrator shall meet with the Association building representative prior to the meeting. The purpose for this meeting is to discuss the agenda and to encourage input from Association representatives.

If there are complaints from the Association that there is abuse of this section in terms of frequency or relevancy of meetings, or a lack of opportunity for input on the part of the Association representatives, the Association President and the Human Resources Administrator shall meet to attempt to resolve the problem. If no resolution can be reached, the language in this section will revert to prior language; i.e. that there shall be no more than three (3) extended staff meetings per school year. If invoked, this provision will apply only to the building(s) involved. Teachers shall be given advance notice of such meetings with the extension of the school day for teachers not to exceed more than one (1) hour beyond normal working hours. In addition, teachers may be required to attend open houses outside of the regular school day to the extent of one (1) open house per building during a school year.

Teachers are also encouraged to attend other meetings outside of the regular school day, i.e. plays, concerts, presentations and performances which involve students with whom the teacher comes in contact. Interest and attendance at such meetings helps establish a positive image for West Bloomfield Schools and the teaching staff.

- B. Kindergarten teachers and ECSE (Early Childhood Special Education) teachers who teach two (2) different sections (A.M. and P.M.) shall be released from their regular teaching duties one additional day (if needed) at parent/teacher conference time to meet with parents. In addition, if p.m. kindergarten classes are scheduled when other students

are dismissed for in-service, meetings, record days or parent-teacher conferences then kindergarten teachers shall be released from their teaching duties for planning/preparation purposes during the a.m. session.

- C. District-wide department meetings (i.e. art, physical education, music, media, special services or other non-classroom teachers) may take place during parent-teacher conferences scheduled during the regular school day.
- D. Fall parent/teacher conferences at the secondary level will be scheduled from 4:30 p.m. until 8:30 p.m. on two (2) evenings Wednesday, November 28, 2012 and Thursday, November 29, 2012. Fall parent/teacher conference at the elementary level will be scheduled from 4:45 p.m. until 8:45 p.m. on two (2) evenings on Monday, November 26 and Tuesday, November 27, 2012. A building shall not hold Open House on the same day of the week as parent/teacher conferences.
- E. On the secondary level, a daily period will be provided for preparation. An assignment to a supervised study hall shall be considered a teaching period for the purpose of this article. No secondary teacher will be required to teach an additional class during said preparation period on other than a temporary basis.
- F. All teachers will teach five (5) of the seven (7) block classes in the West Bloomfield High School block-scheduling program. Each secondary teacher will be provided with a daily planning period of no less than fifty-three (53) minutes. The administration will balance classes wherever practicable. Vocational classes shall not exceed the number of workstations available per classroom. Administration will attempt to maintain life management food classes to four (4) per teaching station, but no greater than thirty (30) students per class. Physical education and music teachers are excluded from these student maximums.

Classes using the pool will be limited to no more than thirty (30) students per teacher.

If the district decides to explore alternative scheduling formats at West Bloomfield High School, a joint committee including representation from the association and district administration will be established to review feasible options.

- G. Since it is recognized that elementary teachers need preparation time; it is agreed that:
  - (1) All elementary teachers, including specialists, shall be provided a minimum preparation time per week of three hundred ten (310) minutes per week. Any time after school, passing time and recess time shall not be considered as preparation time.
  - (2) The recess time prohibition shall not apply to art, music and physical education teachers. However, no planning time shall be in increments of less than twenty-five (25) minutes.
  - (3) Elementary teachers shall utilize time during which their classes are receiving instruction from various teaching specialists for instructional preparation.
- H. Each teacher shall have not less than a thirty (30) minute (including passing time) duty free uninterrupted lunch period. Travel time for itinerant teachers shall not be considered as part of their preparation or lunch time.
- I. When a teacher's preparation period must be reassigned for other purposes, the assignments shall be rotated so that all of the staff share these responsibilities equitably.

J. The Board will provide, whenever and wherever practicable, paraprofessionals to handle noon lunch, recess, and playground duties for elementary teachers; study hall, noon lunch duties, parking lot attendants, restroom checks, and lounge checks for secondary teachers; and clerical assistance at all levels.

K. The following pupil-teacher ratios represent desired objectives dependent on the availability of teachers, facilities and funds:

- (1) Elementary classroom teachers should be assigned to each building in sufficient numbers to maintain an average number of students per classroom teacher in that building of twenty-eight (28).

Elementary split classes shall not exceed twenty-six (26) pupils.

Art, physical education, music, special education classroom teachers and special education teaching consultants and reading and development teachers are excluded from the above average. If the building average of twenty-eight (28) is exceeded in a classroom by 10%, or if a split class exceeds twenty-six (26), the involved principal, teacher involved, Association representative, and Board representative shall meet and recommend one of the solutions below to the Administration in order to resolve the situation. The Administration will consider the situation and make a final decision within eleven (11) school days.

- (a) Hire a paraprofessional except that class size exceeding the maximum shall not be alleviated by use of a paraprofessional in more than one (1) room for each grade level per building unless no other solution is possible due to the size of the building or financial distress.
- (b) Reschedule students.
- (c) Teacher and Association consent.
- (d) Hire additional teachers.
- (e) Other solutions as determined by Board and Association agreement.

The administration will consider the situation and make a final decision within eleven (11) school days. The decision of the Administration is not subject to the grievance procedure so long as the solution is one of the above.

- (2) Each secondary teacher should be assigned no more than a class average of thirty four (34) students per class, with no class to exceed thirty six (36) students. The total number of student contacts per semester should not exceed one hundred seventy (170) students. The administration will balance classes wherever practicable. Keyboarding, computer, music technology, and vocational classes shall not exceed the number of workstations available per classroom. In addition, the Video Production class will maintain a 5:1 student to workstation ratio with a maximum of 28 students. Administration will attempt to maintain life management food classes to four (4) per teaching station, but no greater than thirty (30) students per class. Physical education and music teachers are excluded from these student maximums. Classes using the pool and the Weight Room will be limited to no more than thirty (30) students. Classes using the Aerobics Room will be limited to no more than thirty-four (34) students. High School Counselor's case load will not exceed 350 students and Middle School Counselor's case load will not exceed half the student population of that building.

- L. If it is anticipated that a student's I.E.P. may result in unusual program scheduling or necessitate unique arrangements regarding personnel or equipment, the general education teachers who might be impacted by such a placement should be invited to attend the I.E.P.T. meeting.
- M. No bargaining unit member shall be required to provide medical/health services except in emergency situations, or unless he/she has received appropriate training as determined by the Board/Administration. If a bargaining unit member believes he/she should not be trained to provide a particular medical/health service, he/she may request a meeting with his/her supervisor and the Director of Special Services to discuss and resolve the issue.
- N. General education classroom teachers (all teachers; art, music, physical education, media specialists) who have inclusion students placed in their classrooms shall be provided with appropriate support for these students as defined by the I.E.P.
- O. A school social worker who conducts parent training sessions after the regular work day shall be paid at the hourly curriculum rate or may work out a compensatory time arrangement with his/her supervisor prior to the activity.
- P. During the first ten (10) days (per semester) of scheduled class, students may be added and removed from any teacher's class roster. Starting on the eleventh (11<sup>th</sup>) day of scheduled class (per semester) and continuing until the completion of the fifteenth (15<sup>th</sup>) day of class, students may be added and removed to a teacher's class roster, provided a reason (in writing) for the transfer is given to the affected teachers. Starting on the sixteenth (16<sup>th</sup>) day of scheduled classes (per semester) and continuing until the completion of the twentieth (20<sup>th</sup>) day of class, a student may be added or removed only after a meeting of the teacher, counselor, and principal. The decision to remove or add a student at this meeting will be made by the building principal and the decision and reasoning communicated to the teacher and the Association. After the twentieth (20<sup>th</sup>) day of scheduled class (per semester), there will be no movement of students without a principal consultation with the Association. Students new to the building or district, after the start of each semester, and students with an updated IEP are exempt from the above provisions.
- Q. To determine the amount of time Teacher Consultants at the high school will have to service students the following will be used:

When a caseload reaches 14 students (55% of the 25 students allowed by State law) or 134 minutes (55% of the weekly high school class periods) of service, (whichever comes first) a high school classroom period will be provided to the teacher Consultant so as to perform legally mandated an department/building directed services for their assigned caseload.

If, in the future, caseload maximums change and/or planning/conference times change the district will continue to provide the time as specified above at the 55% calculation.

Caseload numbers and Teacher Consultant minutes will be balances between all high school special education teachers who are assigned Teacher Consultant Caseload services.

**ARTICLE VI**  
**TEACHING CONDITIONS**

- A. Teachers shall annually, or when requested, convey to the building principal through administrative channels their requests for supplies and equipment. The principal in each building will establish a procedure for handling such requests and responses thereto.
- B. The Board will continue to make available to teachers typing and duplicating facilities to aid teachers in the preparation of instructional material. Elementary teachers will be provided with report cards by the first full week in October.
- C. The Board shall provide in all schools, lavatory facilities for non-student use and at least one (1) room, appropriately furnished, which shall be reserved for use as an employee lounge-lunchroom. By September 10<sup>th</sup> of each school all elementary and middle school principals will designate at least three (3) rooms/areas, in addition to the staff lunch room that will house a microwave and refrigerator for teacher use. In the high school, department offices can house refrigerators and microwaves for teacher use in addition to those housed in the employee lounge/lunchroom. These locations will be reviewed, edited, and approved by the Assistant Superintendent for Human Resources and the WBEA President or designee within three days of submission to the Assistant Superintendent of Human Resources.
- D. All schools shall provide an assigned desk, carrel or other suitable work area for each teacher.
- E. Telephones equipped to make outside calls shall be available to teachers for professional use in all buildings. All telephone calls shall be logged on forms provided by the administration. Teachers shall pay the charges for any personal calls made from school telephones.
- F. When a teacher is unable to be in school on any given day, he/she shall call or log into the designated district substitute management system prior to six a.m. for the high school and the middle school and prior to seven a.m. of said day for other schools. Teachers should call as soon as possible to facilitate obtaining a substitute.

An absent teacher wanting to retain the current substitute teacher for the following day must contact the building secretary by 1:30 p.m. for the high school and middle school, and by 2:00 p.m. for elementary schools. The building secretary and the central office attendance secretary will attempt to secure the same substitute teacher for the following day. Teachers contacting the secretary to extend their absence and secure the same substitute according to the timeline outlined above will not need to contact or log into the designated district substitute management system.

In the absence of a call to the secretary by the 1:30 p.m. or 2:00 p.m. deadline, it will be assumed that the teacher will be returning to work the following day. If the teacher determines after the 1:30 p.m. or 2:00 p.m. deadline that he/she will not be returning to work the following day, the teacher must contact or log into the designated district substitute system and report his/her absence.

- G. The Board agrees to post signs at parking lots indicating areas designated for teacher use at the high school.
- H. No teacher shall be expected or required to transport students to or from school-sponsored activities in his/her private car.

- I. The Board shall provide a professional library reference section within each media center in the District.
- J. When requested by a principal, a teacher will arrange a conference with a parent either during his/her preparation time or immediately before or after school. At no time will a teacher be required to attend a conference at which adversary legal counsel is present without twenty-four (24) hour notice and without opportunity to retain his/her own counsel. Classroom visitations by parents or other non-district employees shall be arranged at least twenty-four hours in advance with prior teacher knowledge or the visit will not be permitted.
- K. All child accounting sheets shall be typed or printed by the Board. Teachers shall be responsible for verifying the accuracy thereof and for collecting the data.
- L. When students are dismissed because of building failures, teachers will be permitted to leave. Teachers shall not be required to report back until students are required to report.
- M. When the school schedule is canceled by the Superintendent because of conditions not within the control of school authorities, teachers are not required to report. Notification will be by telephone or by announcement on major radio stations. OEC teachers will follow the notification of cancellation for Oakland Community College (OCC). For example, if OCC is open and West Bloomfield is closed, OEC teachers will report.
- N. Kindergarten teachers will be provided a substitute for one day for the district prescribed fall literacy assessment.

**ARTICLE VII**  
**TEACHER ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

- A. It shall be the responsibility of the Human Resources Administrator to hire the most qualified person for all openings in accordance with the policies of the Board of Education.

Individual teachers may express in writing their preference of:

- (1) Grade level
- (2) Subject
- (3) Department assignment
- (4) Extra-curricular assignment
- (5) Administrative assignment

Such requests shall be filed with the Human Resources Administrator annually by March 1 and shall be kept on file for one (1) school year. Receipt of such requests will be acknowledged in writing provided the teacher solicits a receipt. These requests shall be given consideration as vacancies occur within the bargaining unit, in the building, or in the school system. Requests which were not acted upon must be refiled by March 1 each year in order to remain active. A teacher whose request was not acted upon may ask for an explanation and shall be given one. Notices regarding personnel vacancies, both administrative and teaching, including summer school teaching, but excluding extra duty assignments, extra-curricular assignments and summer curriculum development, will be mailed to the Association President or his/her designee for distribution to all buildings within twelve (12) calendar days prior to the filling of such vacancies. Mail to the President of the Association at his/her last known address will be sufficient. The twelve (12) calendar day posting requirement prior to the filling of vacancies may be waived in emergency situations such as in the case of an increase in student population during fall count where teachers are needed immediately. Contact with the Association will be made before an emergency situation is declared.

- B. Any teacher may apply for vacancies within the school district. *In filling vacancies within the teacher bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants and to other relevant factors. The Board declares its support of a policy of filling such vacancies with applicants, including applicants from within the bargaining unit, who in the judgment of the Board are best qualified to fill such vacancies. If the two (2) applicants have equal qualifications, the Board's decision shall be final and not subject to the grievance procedure.*

When bargaining unit vacancies arise (excluding those governed by the recall language in Article VIII), the district will:

- (1) Develop an internal application form, which will include:
  - a. Space (or directions for attachments) for applicants to set forth his/her qualifications
  - b. Where to return form
  - c. Reasons for desiring position
- (2) Interview each bargaining unit member who applies and meets the qualifications for the position as determined by the administrator(s) who is interviewing.
- (3) Notify each applicant of the decision concerning assignments to the position.

- C. *In filling vacancies in full-time positions, part-time teachers having the posted qualifications for full-time positions, and satisfactory evaluations, shall be given preference in selection and part-time teachers will be guaranteed an interview for positions for which they are qualified. For the purpose of this section, "posted qualifications" may include, but are not limited to, certification and experience after certification.*

*Part-time teachers, less than five (5) days per week, shall, upon request, be placed at the head of the available substitutes for those days not scheduled.*

- D. Teachers will be notified of their tentative schedules and building assignments for the coming year before June 1<sup>st</sup>.
- E. Since pupils are entitled to be taught by teachers who are working within their major area of competence, teachers shall be assigned within the scope of their teaching certificate and their highly qualified status in the core academic areas.
- F. Assignment of teachers to non-teaching duties, such as homeroom, shall be on an equitable basis for the entire staff.
- G. No regularly assigned teacher shall be used as a substitute teacher except in case of an emergency, it being understood expressly that the failure of a substitute to arrive on schedule, or the inability to secure a qualified substitute, shall be considered an emergency.
- H. *The Board may make all transfers of teachers which it deems necessary, provided: (1) written notice of intent to transfer to be given to the teacher or teachers affected; (2) reasons for transfer in writing be given if requested by the teacher or teachers involved; (3) opportunity to meet with the Superintendent or his/her representative be given to discuss the transfer. Steps one (1) through three (3) shall be provided for before final*



*action is taken. Decisions of the Board on transfers and the necessity, therefore, are final and not subject to the grievance procedure if the above procedure is followed. The Board shall give all notices required by this paragraph as soon as possible.*

- I. Any assignment in addition to the normal teaching schedule and duties during the regular school year, such as extra duties enumerated in Schedule B and C and summer school assignments, shall not be obligatory but shall be with the consent of the teacher.
- J. Teachers who are interested in student teacher assignments will be given the opportunity to make their wishes known on appropriate forms supplied by the Administration. Assignment of student teachers shall be made to qualified tenure teachers except that assignments may be made to experienced, qualified, non-tenure teachers with the agreement of the Association. The Administration shall initiate the request for such agreement prior to the assignment of the student teacher. The supervising teacher is not responsible for the teaching effectiveness of the student teacher.

The parties agree that no more than ten (10) student teachers may be placed in the West Bloomfield Schools each year. Additional student teachers may be placed after notification has been provided to the Association and a waiver of the ten (10) student teacher limitation has been approved. Student teachers will be allowed only under the following conditions:

- (1) No student teacher shall be placed with any teacher without the teacher's consent. No teacher shall supervise more than one (1) student teacher during one (1) class period.
  - (2) If at all possible, the supervising teacher, along with the supervising principal, shall have the opportunity to interview the perspective student teacher prior to the acceptance of the student teacher.
  - (3) If the student teaching assignment appears to be unsatisfactory, the supervising teacher may request a meeting with the supervising principal and the college coordinator of student teaching to discuss the situation. If the problem cannot be resolved, the teacher may terminate his/her responsibility with the student teacher.
  - (4) The ability to supervise a student teacher and the effectiveness of the student teacher shall in no way be reflected on the teacher's evaluation.
  - (5) Any remuneration received by the school district from a college or university for its participation in a student teaching program will be allotted to the supervising teacher.
- K. The Board will maintain a Mentoring Program. The purpose of the Mentoring Program is to provide teachers a peer who can offer assistance, guidance, resources and information in a non-threatening, collegial fashion. The following conditions shall apply to the Mentoring Program:
    - (1) Each teacher in his/her first three (3) years in the classroom shall be provided with a mentor.
    - (2) Prior to September 15 each year a list, by building, of all teachers requiring a mentor and the mentoring year for each will be developed.
    - (3) Each year each building will develop the mentoring plan for the building which could be one-on-one, two- or three-to-one, a panel of mentors, a combination of any of these or any other plan agreed to by the parties.

- (4) Mentors shall be volunteers from the bargaining unit. Exceptions may be made, but only if agreed to by the parties.
- (5) Although mentor teachers would normally be tenured staff, qualified non-tenure volunteers may also serve in the mentoring role.
- (6) Mentoring assignments shall be made each year.
- (7) Mentor teachers shall be provided with training in the mentoring process.
- (8) Because the purpose of the mentoring program is to provide a peer who can offer assistance, guidance, resources and information in a non-threatening collegial fashion, it is understood that this mentor-mentee relationship shall be confidential and shall not be considered part of, or in any way connected to, the evaluation process of either the mentor or the mentee.
- (9) Mentor teachers shall be provided with a stipend or classroom materials according to the following schedule:

For each first year mentee:	Stipend of \$200 or reimbursement of \$250 for classroom materials
For each second year mentee:	Stipend of \$150 or reimbursement of \$200 for classroom materials
For each third year mentee:	Stipend of \$100 or reimbursement of \$150 for classroom materials

- L. At the high school all teachers in their first three years in the classroom will be provided with a subject area mentor as described above. In addition, a lead mentor will be identified. The lead mentor will be a member of the building staff and will be assigned three (3) teaching hours off to attend to lead mentor duties. The mentor will also be provided a co-curricular stipend.

The mentoring program will provide:

- Observation of experienced teachers by mentees and mentors.
- Review and preparation for parent/teacher conferences, administrator evaluation and other major events in the new teacher's professional life.
- Observation of mentee by mentor feedback.
- Support and help in lesson planning, establishing grading procedures, classroom management, time management, etc.
- Resources for mentee.
- Support and help to both subject matter mentors and all mentees.

Any documents developed by the mentors or mentees or collaboratively by both which identifies the mentee or the mentee's work shall become the personal property of the mentee.

The mentor-mentee relationship shall be confidential and there will be no discussion of any kind between the mentors and the administration regarding mentees. Any concerns that this confidential relationship has been violated will relieve the mentee in question of participation in the lead mentor program and will be reviewed and resolved by the parties.

- M. At the middle school all teachers in their first three years in the classroom will be provided with a subject area mentor as described above. In addition, a lead mentor will be identified to service both middle schools. The lead mentor will be a member of one of the middle school staffs and will be provided a co-curricular stipend.

The mentoring program will provide:

- Observation of experienced teachers by mentees and mentors.
- Review and preparation for parent/teacher conferences, administrator evaluation and other major events in the new teacher's professional life.

- Observation of mentee by mentor feedback (to be arranged as needed).
- Support and help in lesson planning, establishing grading procedures, classroom management, time management, etc.
- Resources for mentee.
- Support and help to both subject matter mentors and all mentees.

Any documents developed by the mentors or mentees or collaboratively by both which identifies the mentee or the mentee's work shall become the personal property of the mentee.

The mentor-mentee relationship shall be confidential and there will be no discussion of any kind between the mentors and the administration regarding mentees. Any concerns that this confidential relationship has been violated will relieve the mentee in question of participation in the lead mentor program and will be reviewed and resolved by the parties.

- N. At the elementary level all teachers in their first three years in the classroom will be provided with a subject area grade/level mentor as described above. In addition, a lead mentor will be identified to service all elementary buildings. The lead mentor will be a member of one of the elementary school staffs and will be provided a co-curricular stipend.

The mentoring program will provide:

- Observation of experienced teachers by mentees and mentors.
- Review and preparation for parent/teacher conferences, administrator evaluation and other major events in the new teacher's professional life.
- Observation of mentee by mentor feedback (to be arranged as needed).
- Support and help in lesson planning, establishing grading procedures, classroom management, time management, etc.
- Resources for mentee.
- Support and help to both subject matter mentors and all mentees.

Any documents developed by the mentors or mentees or collaboratively by both which identifies the mentee or the mentee's work shall become the personal property of the mentee.

The mentor-mentee relationship shall be confidential and there will be no discussion of any kind between the mentors and the administration regarding mentees. Any concerns that this confidential relationship has been violated will relieve the mentee in question of participation in the lead mentor program and will be reviewed and resolved by the parties.

- O. All teachers who travel between buildings will be given sufficient time to break down, travel and set-up classrooms between buildings.

#### **ARTICLE VIII LAYOFF AND RECALL**

- A. In any contemplated layoff of staff within the bargaining unit, the Board agrees to notify the Association of the names of the affected teachers before official action is taken. If the reason for reduction is other than return from leaves or drop in pupil membership, the Board shall offer to meet with the Association to discuss the necessity and reasons for such layoff. A seniority list shall be provided to the Association no later than February 1.

- B. *If the Board acts to lay off staff, teachers to be laid off shall be notified of such action by May 15 preceding the next school year. Teachers to be laid off effective the start of*

second semester shall be notified of such action at least thirty (30) calendar days prior to the start of second semester.

- C. SENIORITY. Seniority shall be determined by length of employment in the bargaining unit and shall begin on the first day of work. Seniority shall accrue while on leave except during the second year of a personal, professional or child care leave. Less than full-time teachers shall accrue seniority on the same basis as full-time teachers. Seniority will not accrue on a period of layoff. Loss of seniority shall be effected by change in number of days worked. Seniority rights shall be severed by resignation, retirement or discharge.

- D. In the event of a layoff, teachers shall be laid off according to the following procedures:

(1) Teachers may be laid off in the following order:

a. Teachers with temporary certification;

b. Probationary teachers (unless no qualified and certified tenure teacher is available for the assignment);

c. Tenure Teachers; Teachers who are not covered by the provisions of the Michigan Teacher Tenure Act will be required to serve a probationary period not longer than that which is required of certificated teachers under the Michigan Teacher Tenure Act. When this Agreement specifies "tenure teachers" in the layoff and recall article and evaluation article, such teachers who are not covered by the Act and who have completed such a probationary period will be afforded the rights of a tenure teacher. All such teachers employed by the Board in August, 1993, shall be considered tenure teachers.

(2) In reaching a decision within categories a, b, and c. in No. 1 above, the following criteria will be following in the order listed:

Qualifications as determined by:

a. Major or highly qualified areas in secondary school assignments

b. Seniority as defined in C above

Or, in the event of a tie:

a. The number of additional highly qualified areas

b. The number of hours beyond the B.A. as defined in Article X

c. If all else is equal, the Board and Association will devise a lottery to determine the order of layoff.

The Board will attempt, by means of transfer, to lay off by seniority, as long as retained teachers are certified and highly qualified for their assignment.

An elementary certified teacher may bump into, or be recalled to, any position in the middle school for which they are highly qualified.

To be eligible to bump into a position in kindergarten or first grade, a teacher must have a ZA endorsement or have previously taught these grades in West Bloomfield.

(1) Teachers shall be recalled in reverse order of the procedure specified above.

(2) No new teacher will be employed in a position for which a laid off teacher is certified and qualified and no probationary teacher will be retained in a position for which a laid off tenure teacher is certified.

The parties agree a teacher's eligibility for recall shall terminate if he/she:

a. Resigns, or his/her employment by the Board otherwise terminates, or,

b. Fails to respond to his/her recall notice within seven (7) calendar days of his/her receipt of such notice, which shall be sent by first class mail, or fails to report to the teaching assignment he/she is recalled to, or,

c. Is not recalled within four years.

E. The position of high school activities director shall not be considered as a separate department or area when applying the contractual language for layoff and recall.

F. A laid-off teacher who is eligible for recall, at his/her option, may elect to continue his/her health insurance in accordance with the COBRA Act or by direct pay to the carrier, subject only to the rules of the carrier.

G. All teachers laid off pursuant to a necessary reduction in staff shall be placed at the head of the substitute list of the district, provided that a written request for such placement is made by the affected teacher.

## **ARTICLE IX LEAVES OF ABSENCE**

A. With Pay

At the beginning of each school year, teachers shall be credited with leave days as follows:

First year of employment:	Eleven (11) days
Second year of employment:	Twelve (12) days
Third year of employment and thereafter:	Fourteen (14) days

All days not used during that year will be credited to each teacher's individual sick leave accumulation.

All credited leave days issued at the beginning of the school year must be used prior to the start of, or the continuation of, the sick leave bank.

The following described compensation days are provided for eligible teachers to protect them from loss of income when they are unable to be present at work due to the conditions described herein.

Leave days are to be used as follows:

(1) Sick Leave

a. Personal illness or temporary disability of the employee. The principal or Human Resources Administrator, at his/her discretion, may request a doctor's certificate stating that the teacher is able to return to work. A

physician's verification of illness may be required for an illness of five (5) consecutive school days or longer.

- b. Absence for serious illness in the family (spouse, children, parents, brother, sister, parents-in-law or members of the same household) and other relatives if approved by the building principal.
- c. Absence to make arrangements for medical or nursing care for emergency illness in the immediate family, as defined above.
- d. When, in the determination of the principal, a teacher may be abusing this sick leave program, a meeting with the teacher shall be held to discuss the employee's responsibility within the paid leave program under this Agreement. An association building representative will be informed and invited to be in attendance at such meeting. Precautionary steps may be outlined at this conference to alleviate any future reason(s) to believe there may be abuse. Such steps may include warning the person, requiring a physician's statement for future illnesses or loss of pay for day(s) missed, or other disciplinary action.
- e. The Association may create a sick leave bank to be administered by the Association. Sick leave days in the bank shall not exceed the total accumulated unused sick days of teachers. The Association shall advise the Board in writing of loans to be made and against whom such loans are to be charged. Loans will be available to teachers who have exhausted their sick leave and who, because of personal illness, are unable to return to school. Days loaned shall not exceed one hundred twenty (120) days per teacher in any three (3) year period.

If a teacher shall be declared disabled by his/her physician and is in the waiting period to apply for disability, the district shall be allowed sufficient days to be utilized from the bank after the employee has used all his/her own sick days in order to reach the time of going onto disability without loss of pay.

- f. Employees who have perfect attendance during the school year shall receive attendance incentive pay on the final pay in June. The incentive shall be Two Hundred and Fifty Dollars (\$250.00) for perfect attendance and Two Hundred Dollars (\$200.00) for not more than two (2) absences. For the purpose of this section, all partial absences are cumulative.

(2) Special leave for the following reasons not to exceed two (2) days per year (but cannot be utilized on a school day immediately before or after a holiday, vacation, or beginning or end of the school year):

- a. Legal business that could not be handled after school or on Saturday.
- b. Counseling or conference with college advisors that cannot be scheduled after school hours.
- c. Conference with the certification office in Lansing.

(3) Absence for attendance of a religious holiday, not to exceed two (2) days per year.

- (4) Additional special leave for important and urgent matters of an employee that cannot be handled outside of school hours will be at the sole discretion of the administration.
- (5) Funeral Leave - In addition to the above leave days, a teacher shall be allowed up to five (5) days per incident for the purpose of attending to a death in the immediate family. For the purpose of this section, immediate family shall be defined as father, mother, husband, wife, sister, brother, child, father-in-law, mother-in-law, grandparents and grandparents-in-law, or person living in the same household. Funeral leave for others may be taken, subject to approval, but the days will be deducted from the teacher's leave bank. Employees must state the name and relationship of the person whose funeral the employee wishes to attend. This relationship must be of such a nature so as to warrant the employee's attendance.
- (6) On leave days for religious holidays, and special leave, as well as any other leave, whenever possible such leave 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.
- (7) Each teacher shall be entitled to three (3) personal days that do not require a written statement by the teacher giving the specific reason. However, these personal days and all other leave days shall be subject to the following: 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.
- (8) The above leaves, with the exception of funeral leave (except as noted), and personal illness, will be granted only to the extent that current leave days are available.
- (9) Jury Duty - Teachers who are summoned for jury duty examination and investigation must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If such teacher then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such teacher would have otherwise earned by working that day (see calendar) and the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports for, or performs, jury duty and on which he/she otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his/her leave days.  
  
The teacher must furnish the Business Office, within forty-eight (48) hours of returning to work, a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.
- (10) Teachers will be allowed up to six weeks of paid leave (using the teacher's accumulated leave) for absence for paternity leave or adoption.

B. Without Pay

- (1) Peace Corps, Teacher Corps, Job Corps - Leave of absence, without pay, may be granted any teacher who joins the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such a program for a period of up to two (2) years. Experience and salary credit will be granted for the leave provided the Michigan Retirement Fund Board accepts the experience as teaching credit. Accumulated sick leave days at the time of leaving will be maintained.
- (2) Personal or Professional Leave - Leave of absence, without pay or fringe benefits, for good cause shown, may be granted teachers for a period of up to one (1) year subject to a one (1) year extension, upon request of the teacher at least thirty (30) days prior to the anticipated leave except for emergency situations or for good cause and upon approval of the Board. Such request shall be made at least sixty (60) days prior to the termination of the leave. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Seniority will continue to accrue for layoff purposes for the first year of such leave.
- (3) Worker's Compensation Leave - An employee who is absent because of a work-related illness or injury disability that is compensable under the Worker's Compensation Act will be paid as follows:
  - a. If the absence is for eight (8) calendar days or less, the Board shall pay the employee his/her regular wages, not chargeable to the employee's accumulated sick leave bank.
  - b. If the absence is for eight (8) calendar days or more and the employee is eligible to receive Worker's Compensation payments, the Board shall pay the difference between the amount paid or payable by the Worker's Compensation carrier and the employee's regular wages, chargeable to the employee's accumulated sick leave bank pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave including loans, if any, from the sick leave bank. If the employee exhausts his/her sick leave bank, but is continuing to receive payment from the Worker's Compensation carrier, the employee's insurance shall be held intact. At such time the employee returns to work, his/her accumulated leave and the sick bank leave, if any, shall be restored to a level equal to that at the onset of the approved Worker's Compensation claim.
  - c. All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.
  - d. If any employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the visit. The Board shall pay for the absence (since this is not compensable by the Worker's Compensation carrier), not chargeable to the employee's accumulated sick leave bank.
  - e. If the Worker's Compensation carrier disputes the claim filed by the employee, the employee shall retain the right to file an appeal while utilizing his/her sick leave and the sick bank subject to the provisions of Article IX, Sections A (g) and A (1e). An employee not eligible for leave



under these provisions will be considered on unpaid leave until he/she is eligible for long-term disability insurance coverage. In such cases the employee will be responsible for payment of his/her own insurance benefits as provided for under the COBRA Act. If the employee is not eligible for long-term disability insurance coverage, he/she should return to work or remain on unpaid leave, subject to annual approval.

- (4) Military Leave - A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. The period of said leave shall not exceed the period of one (1) enlistment if the teacher enlists or the period covered by the original induction orders if the teacher is drafted.
- (5) Association Office Leave - A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association. A leave of absence of one (1) year may be granted to any teacher upon application for the purpose of serving on the Association staff. Upon return from such leave, such teacher shall be placed AT the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one percent (1%) of the bargaining unit.
- (6) Public Office Leave - A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one percent (1%) of the bargaining unit. This leave will be for a minimum of one (1) semester and must commence at the beginning of a semester.
- (7) Family and Medical Leave - After a full year (at least 1250 hours) of employment, teachers will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to

accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the teacher were at work. If the teacher returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve (12) weeks, the teacher will return under the conditions stated in Section C of this Article.

- (8) Child Care Leave – Leave of absence, without pay or fringe benefits, shall be granted to a tenured teacher for the purpose of child care. Such leave will be requested and shall be granted annually up to a maximum of two (2) school years per child. Seniority will accrue for the first year of the child care leave only and the teacher will be re-employed consistent with his/her certification and seniority. The teacher is only eligible to return to a vacant position following his/her second year of leave. Should the teacher wish to return and there is no vacant position for which the teacher is certified, he/she shall be considered laid off. While on the second year of leave, the teacher will attend district training or in-service programs at the direction of the building principal with no reimbursement for time required.

C. Return from Leave:

Whenever practical, leaves of absence shall be made to coincide with the school year.

All teachers will be given written notice from the district requesting the status on his/her return by February 1. Teachers on an unpaid leave of absence must notify the human resources office, in writing, of the status of his/her return to work by March 1.

In the event of an agreed upon mid-year return, the returning teacher shall be re-employed in a position for which he/she is certified. When no vacancy exists, the teacher will be offered a regular teaching contract for temporary assignments for the balance of the school year. A teacher returning from leave at the beginning of the school year shall be placed in a vacancy for which he/she is certified or he/she may be assigned a position consistent with his/her seniority and the provisions of Article VIII. If a probationary teacher is returning and no vacancy exists, they will be considered on layoff.

Failure of a probationary teacher on leave to file a written request to return to work within the specified time limits shall be deemed evidence of voluntary resignation on the part of the teacher and all employment obligation of the Board shall expire at the end of the leave. If a tenure teacher does not submit an extension request, or if one is requested but not given, the tenure teacher will be re-employed to a position consistent with his/her certification.

- D. Leave days will not be prorated for approved mid-year leaves. However, if an employee requests and is granted a leave during the school year and has used up all his/her leave days prior to going on leave, a dollar amount equal to a proration of the time on leave will be deducted from the final check before going on leave and will be held in escrow by the school district until the employee returns from that leave. If the employee resigns or terminates employment prior to returning from the leave, the monies held in escrow will remain the property of the West Bloomfield School District. If the employee returns from leave, that money will be paid to the employee. (Any leave days used in excess of the prorated number not "earned" through the actual days on the job would be held in escrow.)

E. Leave days shall be prorated for:

- (1) Termination of employment during the school year;

- (2) Teachers who have less than full-time positions;
- (3) Teachers who begin employment after the beginning of the school year.

However, should a teacher die during a school year (and hence, cease employment), leave days would not be prorated.

**ARTICLE X  
COMPENSATION**

- A. The salary of teachers for the school year shall be set forth in Schedule A, which is attached hereto and made a part hereof.
- B. The compensation for athletic assignments is as set forth in Schedule B, which is attached hereto and made a part hereof. Coaches shall be paid for their services within two (2) pay periods after the administration certifies, to the payroll office, that the athletic assignment has been completed.
- C. The compensation for co-curricular positions is as set forth in Schedule C, which is attached hereto and made a part hereof. Teachers employed in co-curricular positions shall be paid for their services within two (2) pay periods after the administration certifies, to the payroll office, that the assignment has been completed.
- D. If a secondary school teacher is absent and a regular substitute is not available, the principal may assign another teacher to that teacher's class on a temporary basis. This will be done with the substituting teacher's consent whenever practicable. Secondary teachers who consent, or who are assigned in an emergency, to substitute during their preparation period shall be paid Twenty-Five Dollars and Four Cents (\$25.04) for a regular class period. The emergency substitute rate for the 93 minute block schedule class will be Forty-Five Dollars and Eighty-Nine Cents (\$45.89). All sums payable hereunder shall be paid at the end of each semester.
- E. Traveling teachers required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.
- F. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines. Teachers can choose from one of two pay plans:
  - 22 regular pay plan (paid through the school year)
  - 26 optional pay plan (paid through the summer)
 Teachers must sign a form to choose this optional pay plan, it carries over from year to year unless the teacher initiates a change, no later than August 1<sup>st</sup>, to the 22 regular pay plan. Based on the selection of pay plans, any deduction for insurance will be evenly deducted in the pays selected by the teacher.

The first payment and the 22<sup>nd</sup> payment of the school year will be issued on the following dates:

2012-2013	1 <sup>st</sup> Payment	August 17, 2012	22 <sup>nd</sup> Payment	June 7, 2013
			26 <sup>th</sup> Payment	August 2, 2013

Beginning with the 2013-14 school year the first pay will be as follows: August 30, 2013.

G. A teacher who is employed for summer school or for curriculum development, shall be compensated at the rate of Twenty-Six Dollars and Thirty Cents (\$26.30) for the 2012-2013 school year. Teachers who are requested by the Board to extend their contractual year in order to continue their regular assignments and who accept such extended contractual year, shall be paid on a per diem basis (see Section M). For purposes of inventory, librarians may apply where necessary, for one week extended year before and after the regular school year for teachers and, if approved, be compensated at the summer school rate. Summer school teaching and assignments to summer curriculum development projects are excluded from the preceding extended school year provision.

H. If an elementary teacher substitutes for another teacher during his/her preparation time or does not receive at least three hundred and ten (310) minutes preparation time per week, he/she shall be paid premium pay in the amount of:

For every 31 to 60 minutes: \$25.04

Up to and including 30 minutes: \$12.54

All sums payable hereunder shall be paid at the end of each semester.

I. Any teacher who shall be promoted to a supervisory or executive position with the district and shall later return to teacher status shall be entitled to a place on the teacher salary schedule according to his/her total service credit (as determined by Schedule A).

J. Regularly scheduled part-time teachers, excluding substitutes shall be paid an annual salary which is prorated on the step and track of full-time teachers. For example, a teacher working two (2) days a week earns two-fifths (2/5) of the salary he/she would earn as a full-time teacher.

K. The salary schedule (Schedule A) is based upon training and experience and each step of the salary schedule is for full-time teaching for the school year. A teacher working more than one-half (1/2) of the reporting days in a school year will be given credit on the salary schedule.

(1) Teachers new to the district may be granted credit for experience on the salary schedule for past contracted teaching experience or other work experiences as determined by the Board.

(2) Increments become effective the first day of the school year for teachers. When teachers are eligible, they may apply on Board forms for advancement to a new track.

Tracks are defined as the various degree-training levels such as BA, BA+20, etc. In order to be placed on a new track for the full school year, the teacher must apply and submit initial proofs such as grade reports and unofficial transcripts by October 1.

In order to be placed on a new track for a half year, the teacher must make application and submit initial proofs by February 1.

Official action on changes will only be made after the receipt of official transcripts, which must be ordered from the university and paid for by the teacher who is applying for a change in track.

- (3) In order to qualify for a higher track:
- (a) All hours must be in the area of the teacher's teaching major or minor field or part of an approved graduate program in education.
  - (b) All graduate semester hours must be in the field of education or the teacher's major or minor teaching field for the BA+20 track. To be placed on the BA+20 track, a teacher must provide evidence that he/she is a candidate for an advanced degree. Courses taken for the MA+30 track may be in any field but all hours must be earned after the completion of the MA degree.
  - (c) All hours earned prior to the date of this Agreement, which were recognized previously, shall continue to be recognized.
  - (d) All credit hours must be earned at a regionally approved college or university, such as the North Central Association for Michigan institutions. All collegiate work qualifying a teacher for elevation to a new track must be completed prior to the semester in which the new track becomes effective.
  - (e) Any exceptions must have the written approval of the Superintendent of Schools.
- L. Per diem entitlement will be 1/183<sup>rd</sup> of contract amount for new teachers and 1/181<sup>st</sup> of contract amount for returning teachers.
- M. If a secondary teacher is asked to teach an additional class on a permanent basis during said planning period, or at any other time and the teacher agrees and does teach said additional class, he/she shall be paid the equivalent of that time period as it relates to the schedule (i.e. teaching schedule 5 of 7 classes taught is one-fifth 1/5<sup>th</sup>, 5 of 6 class taught is one-fifth 1/5<sup>th</sup>, 6 of 7 classes taught is one-sixth (1/6<sup>th</sup>) of his/her regular salary as compensation thereof, or, if for a period less than the normal school day, pro rata amount thereof. If a secondary teacher is asked to perform a Schedule C task during a planning period, or at any other time and the teacher agrees, he/she will be paid based on the attached Schedule C payment.
- N. Upon separation from the school district, a per diem rate of Fifty-Five Dollars (\$55.00) for the school years per day will be paid the teacher if then living, or to his/her estate if deceased, for unused sick leave time up to a maximum of one hundred eighty (180) accumulated days. Any accumulated days beyond the one hundred eighty (180) day maximum will be donated to the WBEA Sick Bank.
- O. No teacher during any twelve (12) consecutive months shall receive compensation from the Board plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full-time under this Agreement by the Board. In the event a teacher receives such excess amount, the teacher's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.
- P. Any teacher who successfully completes the certification process for National Board Certification shall be paid a one-time stipend of Two Thousand Dollars (\$2,000.00). Each year thereafter, the teacher will be paid One Thousand Dollars (\$1,000.00) in addition to their salary.

**ARTICLE XI**  
**TEACHER BENEFIT INSURANCE**

- A. The Board shall provide one of the following plans to each teacher. Members choosing a PAK A option will contribute to healthcare premiums as required by law. The District will pre-fund members choosing Option 2, \$500 for single and \$1,000 for two person and full family on a yearly basis. If the state increases CAP amounts for healthcare, the member contributions will be adjusted accordingly.

**MESSA OPTION 1:**

- Choices \$500/\$1,000 Deductible  
\$20 Office Visit Rider  
RX Saver Drug Card

**MESSA OPTION 2:**

- Choices ABC Plan \$1,250/\$2,500 Deductible  
RX Saver Drug Card
  
- Long-Term Disability: 66-2/3%  
\$5,000 monthly maximum  
365 calendar day straight wait  
Alcohol/Drug - 2 years  
Mental/Nervous - 2 years
  
- Delta Dental: 80/80/80/60  
50/50/50/50:  
\$1,500 Yearly Maximum on  
Class I, II, III  
\$2,000 Lifetime Maximum on Class IV
  
- Negotiated Life: \$50,000 with Accidental Death and  
Dismemberment
  
- Vision: VSP 2

**MESSA PAK B:**

- Long-Term Disability: 66-2/3%  
\$5,000 monthly maximum  
365 calendar day straight wait  
Alcohol/Drug – 2 years  
Mental/Nervous – 2 years
  
- Delta Dental: 80/80/80/60:  
50/50/50/50:  
\$1,500 Yearly Maximum on  
Class I, II, III  
\$2,000 Lifetime Maximum on Class IV
  
- Negotiated Life: \$50,000 with Accidental Death and  
Dismemberment
  
- Vision: VSP 3 Plus

- Additional Salary: 49 employees or less = \$100.00/month  
50 employees or more = \$300.00/month

B. There shall be no double coverage on health insurance; however, dental and vision insurance shall have both internal and external coordination of benefits.

C. Day Care - The Board of Education will provide to teachers who apply for the Stepping Stones and Junior Kindergarten all day programs operated by the Community Education Department discounts based on the following:

- If 10 or fewer teachers apply, each will be given a 40% discount.
- If between 11 and 15 teachers apply, each will be given a 30% discount.
- If between 15 and 30 teachers apply, each will be given a 20% discount.

Effective with the 2012-2013 school year the Board of Education will provide to teachers who apply for any day programs operated by the Community Education Department (to include, but not limited to Stepping Stones, Junior Kindergarten, Kindergarten, Kids Klub before and after care) discounts based on the above chart.

Teachers who wish to enroll their child in these programs will have a one-day early registration prior to the registration of the general public. The employee is responsible for being aware of when registration is available through the Community Education Department. No additional information will be distributed by the Human Resources Office to inform employees of the registration period. Each teacher will be limited to one discount unless fewer than ten teachers sign up. Teachers must apply for this discount on a yearly basis.

D. Teacher Enrichment Program - The Teacher Enrichment Program established in the 1984-85 school year will continue under the guidelines established by the joint committee during the aforementioned time period. In addition, the program shall be funded by the Board in the amount of Seventy-Five Thousand Dollars (\$75,000.00) per school year.

E. The provisions of the group policies and the rules and regulations of the carriers will govern the benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this agreement shall not be subject to the grievance procedure.

F. Tax Deferred Annuities and Custodial Accounts - Teachers may participate in district approved tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction.

AIG/Valic	Proequities/Eschels Financial Group
American Funds	T. Rowe Price
AXA Equitable	Vanguard Group
Commonwealth Annuity & Life/Kemper Investors Life Ins	
Consolidated Financial Corp/Great American Life	
Franklin Templeton	
Paradigm Equities, Inc.	

These companies are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the teacher's alone and neither the Board nor Association shall be liable for monies invested.

- G. Dependent Care - A Dependent Care Program option will be made available to bargaining unit members. The plan, initially established by the Board of Education during the 1992-93 school year, will allow bargaining unit members to enroll in the plan during the month of November for the next tax year. The initial plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

Beginning with the 1995 tax year, an Uninsured Health Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll beginning November 1994. Thereafter, bargaining unit members may enroll in the plan during the month of November for the next tax year.

The initial plan shall be handled through Consolidated Financial, Inc. the Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least Sixty (60) days notice of any change.

- H. All less than full-time teachers are eligible to enroll in Pak A or Pak B on a pro-rata basis. The Board will provide the part-time teacher with the pro-rata share of the premium of Pak A to be applied to the Pak chosen by the teacher. The teacher will be responsible for paying the remainder of the monthly premium if necessary.
- I. Hospital-Surgical-Medical Benefits may be extended to same-sex domestic partners per the criteria and requirements outlined in Schedule H.

## **ARTICLE XII** **TEACHER EVALUATION**

- A. *The parties agree that it is the right and duty of the administration to evaluate teachers. The parties also agree that the purposes of evaluation are to provide information which will determine the employment status of the individual teacher, to recognize levels of teaching performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of instruction. The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of teachers.*
- B. *Teachers shall only be evaluated by a principal, assistant principal, or district administrative supervisor. Additional evaluations may be made by the Assistant Superintendent for Instruction, Human Resources Administrator or the Superintendent. In cases where the teacher may have more than one immediate supervisor, the teacher shall be informed, prior to the evaluation, who his/her evaluator will be. No teacher shall be evaluated by using test scores from the MEAP, common assessments or any other student assessment measure.*
- C. *Probationary teachers shall be evaluated a minimum of twice during the school year. The first evaluation shall be completed prior to completion of twelve (12) weeks of employment. The second evaluation shall be completed prior to twenty-eight (28) weeks of employment. Each probationary employee shall be provided with an individualized development plan (Appendix G). Evaluations of probationary teachers shall determine the teacher's achievement of the plan. Tenure teachers shall be evaluated once every year. However, more frequent evaluations may be instituted at the request of the administrative supervisor or the teacher.*



D. All observation or monitoring of the work performance of teachers shall be conducted openly and with full knowledge of teacher. Teachers shall not be subject, except when good cause is shown, to observation before or after the regular school day as defined in Article V, Section A, or during their lunch period.

E. No teacher shall be evaluated on his/her performance except after at least two (2) observations by the evaluator. Observation is defined as:

1. Work station visits of at least thirty (30) minutes.
2. Work station visits of less than thirty (30) minutes.
3. Other direct observations by the administration.

F. Every teacher must receive at least one (1) work station visit of at least thirty (30) minutes prior to April 15. The second observation must be made within a four (4) week period or less each time the teacher is evaluated during that year. It is also recommended that an administrator meet with a teacher prior to the evaluation observations for a pre-evaluation conference.

Such pre-evaluation conference could include discussion relating to explanation of Schedule D, what specific things the evaluator will be looking for, scheduling and methods of observation(s) and any concerns the teacher may have. It is agreed that this conference will not be used for teacher self-evaluation or evaluation of other staff members.

Following the observation(s) of at least thirty (30) minutes (each), the evaluator shall prepare and submit a written report (using Schedule D) to the teacher within thirty (30) school days of the first visit. The evaluator shall also hold a conference with the teacher for the purpose of clarifying the written report within thirty (30) school days of the first visit.

After each work station visit of less than thirty (30) minutes, or other recorded observation, the evaluator shall prepare and submit, within five (5) days, a written memo which outlines the specific area needing improvement and provides assistance, if necessary, to the teacher if unacceptable behavior is observed. If observed behavior is acceptable, a written memo is optional on the part of the evaluator. The parties agree to adhere to this method of observation and written evaluation and there shall be no other official form of observation or evaluation instrument.

If the teacher does not agree with the evaluation, he/she may submit a self-evaluation or letter of dissent within ten (10) school days of the conference. In this event, such evaluation or letter shall be placed in the teacher's personnel file in the Human Resources Office.

G. There must be no presumption of incompetence with regard to any teacher on the part of the evaluator. Any judgment of incompetence (found in Schedule D) must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that a teacher has any area that needs improvement, the evaluator shall:

1. Identify specifically the area that needs improvement.
2. Provide the teacher with specific, appropriate written recommendations for improvement, which are stated in behavioral terms, measurable and observable.

3. *Develop a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.*
  4. *Provide definite, positive assistance, which might include time (during the school day), material, resources and consultant services to implement the recommendations.*
- H. *In the event a probationary teacher is not recommended for continued employment, the administration shall advise the teacher at least sixty (60) school days prior to the end of the school year that his/her work is unsatisfactory, inform him/her in writing of the reasons thereof, said reasons to be consistent with the evaluation report (Schedule D) and this Article.*
- Any charge concerning the professional competence of a tenure teacher arising out of the evaluation process shall be filed with the Board of Education by April 30.*
- I. *Provided the procedures outlined in this Article are complied with, provisions A through G are not subject to arbitration (Step III) of the grievance procedure.*

### **ARTICLE XIII** **CURRICULUM DEVELOPMENT**

- A. The parties mutually recognize that the school district has important needs to improve and evaluate its instructional program and, further more, that teachers must play a necessary and important role in shaping and developing that curriculum.
- B. Curriculum Council will provide teachers with direct input including, but not limited to, the following areas:
- (1) Initiating and/or advising curriculum proposals;
  - (2) Establishing curriculum committees;
  - (3) Recommend approval or non-approval of summer workshops, innovative projects, textbooks and programs.
- C. Teacher members of the curriculum council shall be elected by the teachers in each building. There shall be one representative from each elementary and middle school and two representatives from the high school. Further a representative from special education shall be elected by his/her peers. A WBEA representative will be appointed by the WBEA president.
- D. Participation on any committee by any teacher shall be voluntary.
- E. Compensation for curriculum work done by teachers after the regular school day shall be accomplished by:
- (1) Paying the teacher an hourly rate established by Article X, Section H.
  - (2) Initiating an individual supplementary contract at a dollar amount determined by Article X, Section H.
  - (3) Any combination of release time, hourly rate and/or individual supplementary contract.

- F. Curriculum Council shall meet regularly throughout the school year. The Curriculum Council shall consist of teachers, administrators, and a board member. Curriculum Council representation will be as follows:
- Assistant Superintendent for Instruction (co-chairperson),
  - Teachers (3 co-chairpersons) one from each level – elementary, middle school and high school)
  - Director of Curriculum
  - Administrator from each level
  - Teacher from each building (2 representatives from WBHS and 1 from Oakland Early College) a special education teacher, and a pre-K teacher
  - Board Member.

The Council will establish meeting dates and operating procedures.

#### **ARTICLE XIV SCHOOL CALENDAR**

- A. The school calendar for each of the school years covered by this Agreement is attached hereto as Schedule F.
- B. It is agreed by the parties that the following holidays are included in the calendar without any reduction in salary:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

- C. The records day at the end of the first semester is an optional attendance day for all teachers. The records day at the end of the second semester is an optional attendance day for all teachers. All records and grades will be due by 3:00 p.m. of the final teacher day. All teachers must follow building checkout procedures, which may be completed by the last day with students in order to exercise the non-attendance option on the records day.
- D. All teachers will be required to participate in professional development hours each year according to the schedule in the calendar.
1. All such hours shall be devoted exclusively to professional development activities. All Late Start days shall be planned in coordination with Association representation/designee, a school improvement leader/team, and building administration.
  2. The teacher professional development hours may be satisfied in a number of ways such as: District developed and approved in-service activities; TEP approved workshops and conferences; attendance at national, state and regional conferences; education related conferences and/or any other professional development conferences/activity for which prior approval was obtained through the building principal.
  3. All staff development hours must be completed by June 1 of each school year. Failure to complete the annual required hours will result in the docking for one

hour's pay for each hour of professional development/in-service time not completed.

4. The recording of all professional development activities and hours will be the responsibility of the teacher with a cumulative record to be completed by June 1 of each school year.
5. Teachers working less than full time, excluding share-time teachers, will be required to attend open house, parent-teacher conferences, professional development and delayed start activities. Part time teachers attending delayed start activities and professional development days that are not part of their regular work day will be compensated at the curriculum rate of pay.
6. Teachers hired after the beginning of the school year will be required to participate in the yearly professional development hours based on the hours in the calendar.
7. Teachers on a paid or unpaid leave of absence will only be required to complete any remaining yearly professional development hours scheduled when they are at work.
8. Late start professional development in the elementary buildings will commence 25 minutes after teachers are expected to report or immediately at the teacher starting time on the day that is regularly reserved for building staff meetings.

#### **ARTICLE XV** **JOB SHARING**

- A. Job sharing shall be defined as two (2) teachers sharing one (1) teaching assignment for which they are both certified and qualified. Any teacher who wishes to participate in job sharing shall do so on a voluntary basis.
- B. Those teachers interested in job sharing teaching assignments will forward a written request to the Human Resources Administrator and the building principal no later than March 1 of each school year. Said written request will include the following:
  1. The assignment to be shared, including the proposed work schedule;
  2. Building assignment(s);
  3. Assignment coverage, including prep time, lunch (if applicable), staff meetings, parent-teacher conferences, in-service, etc.;
  4. Fringe benefit selections; and
  5. Other pertinent information.
- C. The teachers shall be notified of the Board's acceptance or rejection of their application by April 15. It is understood and agreed by the parties that the final decision concerning job-sharing requests is the sole prerogative of the Superintendent and his/her decision shall not be subject to the grievance procedure.
- D. Teacher participation in job sharing shall:
  1. Accrue seniority in the same manner as a full-time teacher;
  2. Advance on the salary schedule (if applicable) in the same manner as a part-time teacher;

3. Receive a pro rata share of the salary for their step and track;
  4. Receive pro rata of leave days granted to full-time teachers;
  5. Be eligible for a dollar amount up to one-half (1/2) of the insurance premium cited in Article XI and based upon each job share teacher's eligibility for said insurances. Job share teachers may elect the insurance coverage appropriate to their needs, providing they are eligible for said insurance and cost thereof does not exceed one-half (1/2) of the total premiums. Job share teachers may select a combination of insurances, which exceed the one-half (1/2) premium payment limitation by prepaying the difference in cost over eligibility per Business Office procedure. Said insurances (medical, dental, life, long-term disability and optical) are subject to the terms, conditions and approval of the respective carriers.
  6. Both teachers in a job share position are required to attend open house, parent-teacher conferences, delayed start activities, and professional development days (both half and full days). This attendance is a part of the job share time agreement with no additional compensation by the administration or district. Other duties will be divided as equally as possible between the job share teachers and in the same manner as full-time teachers.
- E. Job share applications and reapplications shall be made on an annual basis. Teachers who were formerly full-time and participate in job sharing and request a return to a full-time position shall be returned to a full-time status for the subsequent school year, subject to the provisions of Article VII and Article VIII as it relates to seniority.
- F. Teachers currently on the recall list, or those who have been notified of layoff, may request participation in job sharing if there is no person with higher seniority who is certified and qualified to share the position and wishes to do so.

**ARTICLE XVI**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in their school. Teachers, on the other hand, accept their responsibility in maintaining proper discipline in their school according to written building discipline policies.

Each building shall develop its own written student discipline policy with rules, regulations and specific procedures to implement the general policies set forth by the Board. These shall be developed by the administrators, teachers, and counselors, and reviewed annually by them. Teachers shall receive a copy of the building policy at the beginning of each school year. The Board shall review its discipline policy annually in order to refine and improve its effectiveness.

Teachers will follow the building discipline policy. When it becomes necessary for a teacher to exclude a pupil who is interrupting the educational process, the teacher may exclude the pupil from the class. The student will not return to the classroom until the teacher has been notified of the action taken by the administration.

- B. In any instance of alleged assault of a teacher by a student, including threats by a student, the teacher shall report the incident promptly to the Board or its designated representative. If the administration determines that the alleged threat or assault occurred, the administration will recommend discipline according to the Building's Student

Code of Conduct. Within twenty-four (24) hours a written report shall be submitted as well. In the event of personal injury to the teacher, the procedures relative to Worker's Compensation leave shall apply.

- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property, except in case of gross or proven negligence and/or neglect of duty.
- D. All classrooms will have a call feature that will connect with the main office.
- E. When non-district students visit during the school year teachers will be notified twenty-four (24) hours prior to the visit.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

- A. A grievance is a written complaint by a bargaining unit employee or the Association concerning:

- (1) Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement; or
- (2) ~~Any disciplinary action not covered by the Michigan Teacher Tenure Act.~~
- (3) No grievance shall be filed under this Agreement for incidents occurring before the effective date of this Agreement.

- B. All time limits herein shall consist of school days except during the summer vacation period (June-August) when the days shall be business days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

- C. In the handling and processing of a grievance, the following procedure shall apply:

Step 1: Any teacher who believes he/she has a complaint may present such complaint, on an informal basis, to his immediate administrator. If the complaint is not resolved, the matter shall be reduced in writing by the grievance and submitted to his/her immediate administrator. The grievance must be reduced in writing ten (10) days from the time of the discussion between the grievant and his/her immediate administrator. The written grievance may be presented to the immediate administrator either: (a) by the teacher alone, or (b) by the teacher accompanied by an Association representative. In the event the grievance involves more than one (1) building or is filed by the Association, it must be filed at Step 2.

No grievance shall be processed unless it is presented at Step 1 within ten (10) school days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Association. Within ten (10) days after the presentation of the written grievance, the immediate administrator shall give his/her answer in writing to the grievant.

Step 2: In the event the grievant, or the Association, is not satisfied with the disposition of a grievance at Step 1, within ten (10) days after receipt of the

administrator's answer, the grievant may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be in writing.

Within twelve (12) days after receipt of such request for appeal, the Superintendent or his/her designee shall meet with the Grievance Committee of the Association. The parties shall attempt to resolve the dispute at this level. Within five (5) days upon conclusion of such meeting, the Superintendent or his/her designee shall present the grievants and the Association President or his/her designee with a written answer to the grievance.

- Step 3: If the grievance is not settled at Step 2, the matter may be referred to arbitration by the Association, provided that notice to refer the matter is given to the Superintendent within twenty (20) days from the date of the receipt of the written decision at Step 2. Within ten (10) days after the date of the written request for arbitration, a designated representative of the Board and the Association or its designated representative shall meet and make every effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within five (5) days, the Association or the Board shall file a request with 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, which shall likewise govern the arbitration proceedings.

The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board of Education, the Association, and the teacher or teachers involved. Neither party shall be permitted to assert any new ground, add any new issues, present any new claims or make new arguments that had not previously been disclosed except where procedural issues arise subsequent to the last grievance proceeding. In this event, at least a five (5) day notice will be provided to the other party.

The Arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she render any decision, which would require any action in violation of Michigan School Law. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

All hearings shall take place at a site no further than five (5) miles from the Board Office. Hearings will not be held at an M.E.A. office.

- D. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- E. In the event an alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance so long as such order, requirement, etc., is not illegal or does not entail a hazard to the teacher or student.

- F. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing it and having it resolved informally with the Board's representatives; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Board is not inconsistent with the terms of this Agreement.
- G. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
- H. It is understood that each grievance will be resolved on its own merits.
- I. Nothing in this Agreement shall deny to any teacher, or to the Association, the right to file a grievance alleging a violation or violations of any term or terms of this Agreement, except those items specifically excluded.
- J. Should the Superintendent or the principal decide to hold any grievance hearing during normal school hours, teachers participating in such hearings shall be released from their regular duties without loss of salary. The expense and compensation for attendance of any teacher, witness or participant in arbitration shall be paid by the party calling such teacher or witness or requesting such participant.

All meetings concerning grievances are to take place at reasonable hours and will not interfere with assigned duties unless said meetings are called by the school administration or Arbitrator.

The grievant and up to two (2) other witnesses and the Association grievance chairperson shall be released from their work responsibilities to be present at such meeting with no loss of pay. If the Association desires additional witnesses, they will be granted Association days in order to attend the hearing. The Association will pay the Board the costs for substitute teachers, if necessary, if such substitutes are required to replace teachers called upon as Association witnesses.

Any matter subject to the grievance procedure which has been filed before the expiration of this Master Agreement shall be processed through the entire procedure, if necessary.

### **ARTICLE XVIII** **NEGOTIATION PROCEDURES AND NO-STRIKE CLAUSE**

- A. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to wages, hours and other conditions of employment except by mutual consent.

The parties recognize the right of the Board to make any changes in policies and regulations consistent with the terms of this Agreement. In the event that a change inconsistent with the terms of this Agreement is contemplated, the Board will notify the Association and the Association will have the opportunity to express its position and to request negotiations concerning the contemplated change.



- B. In any negotiations of a new Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

**ARTICLE XIX**  
**MISCELLANEOUS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board will shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. The Board shall distribute a copy to all teachers promptly after the Master Agreement is reproduced. Prospective teachers shall also receive a copy at the time a contract is offered to them.
- C. The Association recognizes the benefit of building handbooks for disseminating procedural information relative to the orderly operation of the building. No item in any building handbook shall be contrary to the terms and conditions of this Agreement. Any change in working conditions requiring bargaining, as determined by P.E.R.A., shall be negotiated by the parties.

**ARTICLE XX**  
**ASSOCIATION PREROGATIVES**

- A. Association officers and representatives shall be entitled as a group to receive a total of twenty-five (25) days of paid leave during the school year without expense compensation to attend Association conventions, meetings, negotiations, arbitration hearings, and for the purpose of presentation. Five (5) of these days may be taken as either whole or half days (to equal 10 half days). The President of the Association shall notify the Human Resources Office at least two (2) school days in advance. In emergency situations, leave may be granted on shorter notice. For the duration of this Agreement the President shall be entitled to up to ten (10) additional days of paid leave, for Presidential Association business, without cost to him or the Association. Notification for use of these Presidential Association days will be in accordance to the procedure outlined in Article VI, Section F.
- B. The Board shall provide, at no cost to the individual or the Association, release time to the President of the Association on the following basis:

- (1) Should the President be a middle school teacher, he/she will be released sixth hour. In addition the President will be assigned the last lunch period of the day.
- (2) Should the President be an elementary school teacher or a teacher in a non-classroom assignment, he/she will be released according to a mutually agreed upon arrangement to equal the time specified in items 1 or 2 of Section B of this Article.

It is understood that the district will make every effort to schedule the Association President's preparation period as 5<sup>th</sup> period in the middle school.

The parties agree to the following:

- (1) Should the President be a high school teacher, he/she will be released seventh (7<sup>th</sup>) period.
- (2) The district will assign the President 5<sup>th</sup> and 6<sup>th</sup> period as his/her preparation time. In addition the President will be assigned "C" or last lunch of the day.
- (3) The President will only be required to participate in the student enrichment activities during 5<sup>th</sup> period.

Should the Association deem it necessary to provide additional release time for the President that is above what is provided in this agreement, the Association will pay the additional cost above the contractual amounts. The Association must notify the Human Resources office of their intent to utilize this clause no later than February 1 for the following school year.

The Association President will be provided with a reserved parking space at his/her designated building to be selected by the Association President.

The Association President will have an opportunity to have a printer that is provided and maintained by the association.

Nothing in this section shall prohibit the parties from developing an alternative form of released time as long as the parties mutually agree to the arrangement.

- C. Vending machines, approved by the administration as to size, may be installed in the teachers' lounge of each school by the West Bloomfield Education Association, which shall be solely responsible for the maintenance and operation of the machines.
- D. The Board shall make available to the President of the Association, or his/her designee, upon his/her reasonable requests, such statistics or financial information in the possession of the Board as are relevant to the negotiation of collective bargaining agreements succeeding this Agreement. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled. Original records of the foregoing specified information are to be examined only at the office of the Board. If the President of the Association or his/her designee requests copies of any such material, then the Association agrees to reimburse the Board for actual expenses incurred in furnishing such copies.
- E. The Association shall have the privilege of using school building facilities at all reasonable hours for meetings, without charge, during normal working hours of the custodians, provided such meetings shall not interfere with other regularly scheduled activities and provided the principal shall designate the location of said meeting within the building. Bulletin Board space in lounges and usual school mail facilities shall be made available to

the Association, provided that the Board shall have no responsibility in any way for any material in connection with use of school mail facilities. All Association communications shall be signed by a member of the WBEA Executive Board prior to distribution through the school mail facilities. The Association shall maintain bulletin Boards in an orderly fashion, and bulletin Board postings shall be signed by an Association officer.

- F. The Board shall provide an agenda of each regular and special Board meeting on or prior to the date of the meeting.

The Board shall also provide the Association with a copy of the unofficial (not approved by the Board) minutes of each regular and special Board meeting within five (5) school days of the meeting.

The Board shall continue to provide the Association with copies of the official minutes of each regular and special Board meeting. These copies will be sent within ten (10) school days after the minutes have been approved through the school mail addressed to the Association representative in each building.

The Board shall annually furnish the Association with copies of each building handbook.

- G. The Association shall have the privilege of using school typewriters, computers, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment in connection therewith, subject to the following:

- (1) Such equipment may be used only during other than the normal school day, which includes lunch and planning periods.
- (2) Such equipment may be used only when such use will not interfere with use of such equipment by the Board.
- (3) The Association shall provide all materials and supplies incident to such use.
- (4) The Association shall pay for any and all damage to such equipment caused by its use or misuse.
- (5) Materials and equipment may be used only for Association business, except that it is not to be used for communications containing material derogatory of the Board or Administration.
- (6) The building principal or his/her designated representative shall be advised prior to the use of the previously mentioned equipment.
- (7) The Association shall not use services of secretaries, clerks, typists or stenographers hired by the Board.

- H. The hours immediately following the normal school day on the third Monday of each month will be the normal time for Association meetings. Such meetings will take precedence over any other meeting or activity tentatively scheduled for that time.

- I. The Board will provide to the President of the Association daily access to the school district's email and internet system. This email and internet access will be provided in his/her classroom and department office.

**ARTICLE XXI**  
**CONFORMITY TO LAW**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

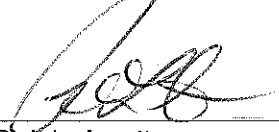
**ARTICLE XXII**  
**DURATION OF AGREEMENT**

This Agreement shall be in effect as of September 1, 2012 and shall continue in effect, as amended, until August 31, 2013.

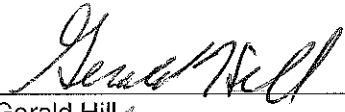
Upon written notice to the other party at any time after March 1, 2013 either party may request that negotiations commence on a new agreement. Either party may request that negotiations officially commence no later than May 1, 2013.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to, in writing, by both parties.


**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Rick L. Arnett  
Assistant Superintendent for Human Resources, Labor  
Relations and Pupil Accounting

9/20/12  
Date


  
\_\_\_\_\_  
Gerald Hill  
Superintendent

9/24/12  
Date

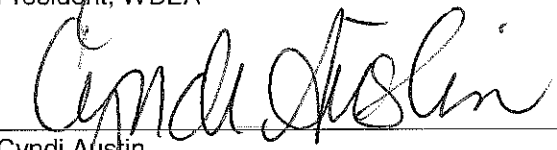
  
\_\_\_\_\_  
Bruce Tobin  
Board of Education President

9/24/12  
Date

**WEST BLOOMFIELD WBEA:**

  
\_\_\_\_\_  
Kimberly Pilarski  
President, WBEA

9/21/12  
Date

  
\_\_\_\_\_  
Cyndi Austin  
MEA Representative

9/21/12  
Date

**WEST BLOOMFIELD SCHOOL DISTRICT  
SCHEDULE A  
2012-2013**

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+30</b>	<b>PH D</b>
1	\$38,949	\$40,350	\$43,273	\$45,596	\$46,922
2	\$39,722	\$40,974	\$43,841	\$46,501	\$47,621
3	\$40,459	\$41,958	\$45,771	\$48,407	\$50,587
4	\$42,507	\$43,906	\$48,419	\$50,689	\$54,497
5	\$44,858	\$46,255	\$51,447	\$53,712	\$59,618
6	\$47,221	\$48,752	\$54,470	\$57,123	\$61,061
7	\$49,594	\$51,161	\$57,496	\$60,518	\$63,884
8	\$51,959	\$53,469	\$60,518	\$63,540	\$66,710
9	\$54,716	\$56,497	\$63,558	\$66,693	\$70,232
10	\$57,473	\$59,525	\$66,598	\$69,846	\$73,754
11	\$60,231	\$62,553	\$69,640	\$73,000	\$77,277
12	\$62,897	\$64,727	\$73,160	\$76,266	\$79,464
13	\$65,609	\$66,901	\$76,680	\$79,532	\$81,651
14	\$68,369	\$69,077	\$80,200	\$82,800	\$83,840
15	\$74,832	\$76,058	\$86,836	\$89,703	\$92,576

Effective for the 2012-2013 school year:

- Steps
- 6.0% off-schedule salary reduction (not cumulative).
- 5.75% off-schedule salary reduction for staff members at the top of the salary schedule / Step 15.

**SCHEDULE B**  
**2012-2013**  
**SUPPLEMENTARY PAY - ATHLETICS**  
**Base: \$64,132**

	2012-13 SCHEDULE	% FACTOR
<b>HIGH SCHOOL - BOYS</b>		
( 1) Athletic Facilitator, Season	\$3,207	5.0
( 2) Baseball, Varsity	\$5,131	8.0
( 3) Baseball, Junior Varsity	\$3,527	5.5
( 4) Baseball, 9 <sup>th</sup> Grade	\$3,527	5.5
( 5) Basketball, Varsity	\$6,734	10.5
( 6) Basketball, Junior Varsity	\$4,489	7.0
( 7) Basketball, Freshman	\$4,489	7.0
( 8) Cross Country	\$4,489	7.0
( 9) Diving Coach	\$3,207	5.0
(10) Football, Varsity	\$6,734	10.5
(11) Football, Varsity Assistant	\$4,489	7.0
(12) Football, Junior Varsity	\$4,489	7.0
(13) Football, 9 <sup>th</sup> Grade	\$4,489	7.0
(14) Golf, Varsity	\$4,489	7.0
(15) Golf, Junior Varsity	\$2,886	4.5
(16) Golf, Freshman	\$2,886	4.5
(17) Hockey, Varsity	\$6,734	10.5
(18) Hockey, Varsity Assistant	\$4,489	7.0
(19) Intramurals, Fall	\$1,603	2.5
(20) Intramurals, Winter	\$1,924	3.0
(21) Intramurals, Spring	\$1,603	2.5
(22) LaCrosse	\$5,131	8.5
(23) Skiing, Varsity	\$4,489	7.0
(24) Soccer	\$5,131	8.0
(25) Soccer, Junior Varsity	\$3,527	5.5
(26) Soccer, Freshman	\$3,527	5.5
(27) Swimming, Varsity	\$6,413	10.0
(28) Swimming, Junior Varsity	\$4,169	6.5
(29) Tennis, Varsity	\$4,489	7.0
(30) Tennis, Junior Varsity	\$2,886	4.5

		2012-13	%
		SCHEDULE	FACTOR
<b>HIGH SCHOOL – BOYS (Continued)</b>			
(31)	Track, Varsity	\$5,131	8.0
(32)	Track, Assistant	\$4,169	6.5
(33)	Track, 9 <sup>th</sup> Grade	\$4,169	6.5
(34)	Track, Indoor	\$3,527	5.5
(35)	Weight Training, Fall	\$1,603	2.5
(36)	Weight Training, Winter	\$1,924	3.0
(37)	Weight Training, Spring	\$1,603	2.5
(38)	Weight Training, Summer	\$1,603	2.5
(39)	Wrestling, Varsity	\$5,772	9.0
(40)	Wrestling, Junior Varsity	\$4,169	6.5
	Wrestling, Freshman	\$2,565	4.0
<b>HIGH SCHOOL – GIRLS</b>			
(41)	Basketball, Varsity	\$6,734	10.5
(42)	Basketball, Junior Varsity	\$4,489	7.0
(43)	Basketball, 9 <sup>th</sup> Grade	\$4,489	7.0
(44)	Cheerleading, Varsity – Fall	\$3,848	6.0
(45)	Cheerleading, J.V. – Fall	\$2,886	4.5
(46)	Cheerleading, 9 <sup>th</sup> Grade – Fall	\$2,886	4.5
(47)	Cheerleading, Varsity – Winter	\$3,848	6.0
(48)	Cheerleading, J.V. – Winter	\$2,886	4.5
(49)	Cheerleading, 9 <sup>th</sup> Grade – Winter	\$2,886	4.5
(50)	Cross-Country, Varsity	\$4,489	7.0
(51)	Diving Coach	\$3,207	5.0
(52)	Golf, Varsity	\$4,489	7.0
(53)	Golf, Junior Varsity	\$2,886	4.5
(54)	Golf, 9 <sup>th</sup> Grade	\$2,886	4.5
(55)	Intramurals, Fall	\$1,603	2.5
(56)	Intramurals, Winter	\$1,924	3.0
(57)	Intramurals, Spring	\$1,603	2.5
(58)	LaCrosse	\$5,451	8.5
(59)	Pon-Pom, Varsity Fall	\$3,848	6.0
(60)	Pon-Pom, J.V. Fall	\$2,886	4.5
(61)	Pon-Pom, Varsity Winter	\$3,848	6.0
(62)	Pon-Pom, J.V. Winter	\$2,886	4.5
(63)	Skiing, Varsity	\$4,489	7.0
(64)	Soccer, Varsity	\$5,131	8.0
(65)	Soccer, Junior Varsity	\$3,527	5.5
(66)	Soccer, 9 <sup>th</sup> Grade	\$3,527	5.5
(67)	Softball, Varsity	\$5,131	8.0
(68)	Softball, Junior Varsity	\$3,527	5.5



	2012-13 SCHEDULE	% FACTOR
<b>HIGH SCHOOL – GIRLS (Continued)</b>		
(69)	Softball, 9 <sup>th</sup> Grade	\$3,527 5.5
(70)	Swimming, Varsity	\$6,413 10.0
(71)	Swimming, Junior Varsity	\$4,169 6.5
(72)	Tennis, Varsity	\$4,489 7.0
(73)	Tennis, Junior Varsity	\$2,886 4.5
(74)	Track, Varsity	\$5,131 8.0
(75)	Track, Assistant	\$4,169 6.5
(76)	Track, 9 <sup>th</sup> Grade	\$4,169 6.5
(77)	Trainer, Fall	\$2,565 4.0
(78)	Trainer, Winter	\$2,565 4.0
(79)	Trainer, Spring	\$2,565 4.0
(80)	Volleyball, Varsity	\$5,772 9.0
(81)	Volleyball, Junior Varsity	\$4,169 6.5
(82)	Volleyball, 9 <sup>th</sup> Grade	\$4,169 6.5
<b>MIDDLE SCHOOLS – BOYS</b>		
(83)	Basketball, 8 <sup>th</sup> Grade	\$2,565 4.0
(84)	Basketball, 7 <sup>th</sup> Grade	\$2,565 4.0
(85)	Football	\$3,848 6.0
(86)	Football, Flag	\$1,283 2.0
(87)	Intramurals, Fall *	\$1,283 2.0
(88)	Intramurals, Winter *	\$1,603 2.5
(88)	Intramurals, Spring *	\$1,283 2.0
(90)	Track, 7 <sup>th</sup> & 8 <sup>th</sup>	\$2,565 4.0
(91)	Wrestling	\$2,565 4.0
<b>MIDDLE SCHOOLS – GIRLS</b>		
(92)	Basketball, 8 <sup>th</sup> Grade	\$2,565 4.0
(93)	Basketball, 7 <sup>th</sup> Grade	\$2,565 4.0
(94)	Cheerleading	\$2,565 4.0
(95)	Intramurals, Winter *	\$1,603 2.5
(96)	Pon-Pom	\$1,924 3.0
(97)	Track, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	\$2,565 4.0
(98)	Volleyball	\$2,565 4.0
(99)	Cross Country – Co-Ed.	\$1,603 2.5
(100)	Swimming	\$2,565 4.0
(101)	Swimming, Diving	\$2,565 4.0

\*Supplemental pay for Elementary Intramurals (102) and (103) will be calculated using the following formula:

The coaches will receive 60% of the total enrollment fee for these intramurals. The enrollment fee will be at least \$70.00 per participant and there shall be no minimum number of participants.

**SCHEDULE C**  
**2012-2013**  
**SUPPLEMENTARY PAY – CO-CURRICULAR**  
**Base: \$64,132**

	2012-13 SCHEDULE	%FACTOR	
<b><u>HIGH SCHOOL</u></b>			
(1)	Activities Director	\$4,169	6.5
	Avid Site Coordinator	\$641	1.0
(2)	Band, Instrumental	\$4,169	6.5
(3)	Band, Assistant Instrumental	\$2,886	4.5
(4)	Band, Marching	\$5,451	8.5
(5)	Band, Marching Assistant	\$1,283	2.0
(6)	Band, Jazz	\$2,886	4.5
(7)	Class Sponsor, Senior	\$2,245	3.5
(8)	Class Sponsor, Junior	\$1,603	2.5
(9)	Class Sponsor, Sophomore	\$1,283	2.0
(10)	Class Sponsor, Freshman	\$1,283	2.0
(11)	Color Guard, Fall	\$1,283	2.0
(12)	Color Guard, Winter/Spring	\$1,603	2.5
	Dean of Discipline	\$4,169	6.5
(13)	Debate	\$3,527	5.5
(14)	Debate, Assistant	\$2,245	3.5
(15)	Debate, Novice	\$1,283	2.0
(16)	Drama, Director	\$3,207	5.0
(17)	Drama, Assistant Director	\$1,603	2.5
(18)	Drama, Publicity Director	\$641	1.0
(19)	Drama, Program Director	\$641	1.0
(20)	Forensics	\$2,886	4.5
(21)	Musical, Director	\$4,489	7.0
(22)	Musical, Producer	\$1,924	3.0
(23)	Musical, Publicity Director	\$641	1.0
(24)	Musical, Orchestra Director	\$1,603	2.5
(25)	Musical, Choreographer	\$641	1.0
(26)	Musical, Vocal Director	\$1,603	2.5
(27)	National Honor Society	\$1,283	2.0
(28)	Newspaper	\$5,451	8.5
(29)	Orchestra	\$4,169	6.5
(30)	One Act Play Festival, Director	\$1,283	2.0
(31)	One Act Play Festival, Technical Director	\$1,283	2.0
(32)	Science Olympiad	\$1,283	2.0

	2012-13 SCHEDULE	% FACTOR
<b>HIGH SCHOOL (Continued)</b>		
(33) Student Council	\$2,886	4.5
(34) Teacher-Coordinator	\$4,169	6.5
Testing Coordinator	\$2,886	4.5
(35) United Nations	\$2,886	4.5
(36) Video Magazine	\$2,565	4.0
(37) Vocal Music	\$4,169	6.5
(38) Vocal Music, Assistant/Choreographer	\$1,283	2.0
(39) Video Magazine	\$2,565	4.0
(40) Yearbook	\$3,207	5.0
(41) Assistant Yearbook	\$2,565	4.0
(42) Other Clubs	\$641	1.0
(43) Prom Fashion Show Director	\$1,283	2.0
(44) Prom Fashion Show Asst. Dir.	\$641	1.0
(45) H.S. Facility Manager	\$5,451	8.5
(46) DECA Club	\$1,283	2.0
(47) School Store	\$1,924	3.0
(48) Teacher Mentoring Coordinator	\$2,565	4.0
<b>MIDDLE SCHOOLS</b>		
(49) Drama	\$1,924	3.0
AVID Site Coordinator	\$641	1.0
(50) Forensics	\$1,283	2.0
(51) Orchestra	\$3,207	5.0
(52) Instrumental Music	\$3,207	5.0
(53) Full-Length Musical, Co-Director - Drama	\$2,565	4.0
(54) Full-Length Musical, Co-Director - Dance	\$2,565	4.0
(55) Full-Length Musical, Co-Director - Vocal	\$2,565	4.0
(56) Jazz Band	\$1,924	3.0
(57) Dance	\$1,924	3.0

		2012-13	%
		SCHEDULE	FACTOR
<b><u>MIDDLE SCHOOLS (Continued)</u></b>			
(58)	National Geographic Bee	\$962	1.5
(59)	Science Fair Coordinator	\$1,283	2.0
(60)	Science Olympiad	\$1,283	2.0
(61)	Ski Club	\$1,283	2.0
(62)	Student Council	\$1,283	2.0
(63)	Teacher Coordinator	\$1,924	3.0
(64)	Teacher Mentoring Coordinator	\$2,565	4.0
(65)	Testing Coordinator	\$1,603	2.5
(66)	Vocal Music	\$1,924	3.0
(67)	Yearbook	\$1,283	2.0
(68)	Youth to Youth Club	\$641	1.0
(69)	M.S. Facility Manager	\$1,924	3.0
<b><u>ELEMENTARY SCHOOLS</u></b>			
(70)	Safety Patrol	\$641	1.0
(71)	Service Squad	\$641	1.0
(72)	Student Council	\$1,283	2.0
(73)	Teacher Coordinator	\$1,924	3.0
(74)	Teacher Mentoring Coordinator	\$2,565	4.0
(75)	NCA/School Improvement Team Chairperson	\$641	1.0
	Testing Coordinator	\$1,603	2.5
(76)	Vocal Music Director	\$1,924	3.0
(77)	Orchestra	\$641	1.0
(78)	Instrumental Music Director	\$1,283	2.0

\* To be paid per each after school performance at the rate of \$200.00

\*\* To be paid at the same above rate only if the performance is on a different night than the above.

**SCHEDULE E  
WEST BLOOMFIELD SCHOOLS  
GRIEVANCE REPORT**

(Number \_\_\_\_\_)

BUILDING (District)	ASSIGNMENT	AGGRIEVED	DATE

**I. GRIEVANCE (TEN [10] DAY INTERIM)**

**Date of alleged violation:** \_\_\_\_\_

Alleged Violation:           (1) Agreement, Article \_\_\_\_\_ Date \_\_\_\_\_  
                                          (2) Written Working Rules \_\_\_\_\_  
                                          (3) Disciplinary Action \_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**II. PROCESSING OF GRIEVANCE**

**Step 1: Principal's Level** (within ten [10] days after presentation of grievance)

Disposition of Principal: \_\_\_\_\_  
(within ten [10] days of presentation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Aggrieved:

\_\_\_\_\_Disposition Acceptable

\_\_\_\_\_Disposition Unacceptable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 2. Superintendent's Level** (within ten [10] days of receipt of administrator's decision)

Date Received: \_\_\_\_\_

Hearing Scheduled for: \_\_\_\_\_

Date

Time

Disposition of Superintendent: (within twelve [12] days after receipt of appeal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step 3: Arbitration Level** (within twenty [20] days of receipt of decision at Step 2)

Arbitration hearing scheduled for: \_\_\_\_\_

Date

Time

Location: \_\_\_\_\_

Arbitrator Selected: \_\_\_\_\_  
\_\_\_\_\_

Final Disposition of Grievance: (within thirty [30] days from close of hearing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WEST BLOOMFIELD SCHOOL DISTRICT  
2012-2013 SCHOOL CALENDAR**

Monday, August 27 and Tuesday, August 28, 2012	New Teachers Report
Wednesday, August 29 and Thursday, August 30, 2012	All Teachers Report/Opening Session/Professional Development – Full Days, No School for Students
Tuesday, September 4, 2012	Student Instruction – Full Day
Wednesday, September 12, 2012	Late Start
Monday, September 17, 2012	Non-Membership Day (No School, Non-Work Day for Teachers)
Wednesday, September 19, 2012	Late Start
Wednesday, September 26, 2012	Non-Membership Day (No School, Non-Work Day for Teachers)
Wednesday, October 17, 2012	<b>HIGH SCHOOL ONLY</b> A.M. – Freshman, Sophomore, Junior Testing Student Dismissal at 11:35 a.m. P.M. – Professional Development
Wednesday, October 24, 2012	Late Start
Tuesday, November 6, 2012	Election Day No School; Non-Work Day for Teachers
Wednesday, November 7, 2012	Late Start
Wednesday, November 14, 2012	Late Start
Wednesday, November 21 through Friday, November 23, 2012	Thanksgiving Recess
Monday, November 26 and Tuesday, November 27, 2012	Evening – Parent/Teacher Conferences ( <b>ELEMENTARY SCHOOLS ONLY</b> )
Wednesday, November 28 and Thursday, November 29, 2012	Evening – Parent/Teacher Conferences ( <b>MIDDLE SCHOOLS AND HIGH SCHOOL ONLY</b> )
Wednesday, December 12, 2012	Late Start
Monday, December 24, 2012 through Wednesday, January 2, 2013	Winter Recess
Wednesday, January 9, 2013	Late Start
Monday, January 21, 2013	Martin Luther King Jr. Day Observance No School; Non-Work Day for Teachers
Friday, January 25, 2013	Records Day – Optional Attendance for Teachers
Wednesday, January 30, 2013	Late Start
Thursday, February 21 through Friday, February 22, 2013	Mid Winter Break
Wednesday, February 27, 2013	Late Start
Tuesday, March 5, 2013	<b>Junior and Senior Students Taking MERIT Exam Report Only</b> No School for All Other Students Teacher Professional Development
Wednesday, March 13, 2013	Late Start
Friday, March 29 through Friday, April 5, 2013	Spring Recess
Wednesday, April 10, 2013	Late Start
Wednesday, April 24, 2013	Late Start



Wednesday, May 15, 2013	Late Start
Monday, May 27, 2013	Memorial Day Recess
Wednesday, June 12, 2013	Last Day For Students – A.M. Student Instruction P.M. – Records Day
Thursday, June 13, 2013*	Records Day, Last Day for Teachers; Optional Attendance for Teachers

Notwithstanding the above, the intent of the parties is to provide the total number of days as follows:

**183 New Teacher Days                      181 Returning Teacher Days                      176 Student Days**

(\* Inclement weather make-up day, if necessary)

**OAKLAND EARLY COLLEGE  
2012-2013 SCHOOL CALENDAR**

Monday, August 27 and Tuesday, August 28, 2012	New Teachers Report
Tuesday, August 28, 2012	OEC New Student Orientation
Wednesday, August 29 and Thursday, August 30, 2012	All Teachers Report/Opening Session/Professional Development – Full Days, No School for Students
Thursday, August 30, 2012	OCC Fall Term Begins – College Classes Only
Monday, September 3, 2012	Labor Day – No College Classes
Tuesday, September 4, 2012	Student Instruction – Full Day
Thursday, September 13, 2012	PTSA Meeting – 6:00 PM
Friday, September 14, 2012	Early Release – Dismissal at 12:30 PM
Monday, September 17, 2012	Non- Membership Day (No High School Classes, College Classes in Session)
Thursday, September 20, 2012	Open House – 6:00 PM
Wednesday, September 26, 2012	Non- Membership Day (No High School Classes, College Classes in Session)
Friday, September 28, 2012	Early Release – Dismissal at 12:30 PM
Thursday, October 11, 2012	PTSA Meeting – 6:00 PM
Friday, October 12, 2012	Early Release – Dismissal at 12:30 PM
Friday, October 26, 2012	Early Release – Dismissal at 12:30 PM
Thursday, November 8, 2012	PTSA Meeting – 6:00 PM
Friday, November 9, 2012	Early Release – Dismissal at 12:30 PM
Wednesday, November 21 through Friday, November 23, 2012	Thanksgiving Recess – No High School Classes (College Classes on Wednesday)
Wednesday, November 28 and Thursday, November 29, 2012	Parent Teacher Conferences
Friday, November 30, 2012	Early Release – Dismissal at 12:30 PM
Thursday, December 13, 2012	PTSA Meeting – 6:00 PM
Friday, December 14, 2012	Early Release – Dismissal at 12:30 PM
Monday, December 17, 2012	Last day of OCC Fall Term
Monday, December 24, 2012 through Wednesday, January 2, 2013	Winter Recess – No School
Monday, January 7, 2013	OCC Winter Term Begins
Thursday, January 10, 2013	PTSA Meeting – 6:00 PM
Friday, January 11, 2013	Early Release – Dismissal at 12:30 PM
Monday, January 21, 2013	Martin Luther King Jr. Day Observance No School for OCC and OEC; Non-Work Day for Teachers
Tuesday, January 22, 2013 through Thursday, January 24, 2013	Final Exams for HS Classes

Friday, January 25, 2013	Records Day - Optional Attendance for Teachers No School for OEC – OCC Still in Session
Friday, February 1, 2013	Early Release – Dismissal at 12:30 PM
Thursday, February 14, 2013	PTSA Meeting – 6:00 PM
Friday, February 15, 2013	Early Release – Dismissal at 12:30 PM
Thursday, February 21, 2013 Friday, February 22, 2013	OEC February Break – College Classes in Session
Monday, February 25, 2013 Tuesday, February 26, 2013	OEC February Break Continues – No High School or College Classes
Wednesday, February 27 through Friday, March 1, 2013	OCC Mid-Winter Break Continues - No College Classes, H. S. Classes in Session
Tuesday, March 5, 2013	MERIT Exam / Professional Development No School for Non-Testing Students OCC Classes Still in Session
Wednesday, March 6, 2013 Thursday, March 7, 2013	MME Testing Continues Delayed Start for OEC – OCC Still in Session
Thursday, March 14, 2013	PTSA Meeting – 6:00 PM
Friday, March 15, 2013	Early Release – Dismissal at 12:30 PM
Friday, March 29 through Friday, April 5, 2013	Spring Recess – No High School Classes OCC Classes in Session
Thursday, April 11, 2013	PTSA Meeting – 6:00 PM
Friday, April 12, 2013	Early Release – Dismissal at 12:30 PM
Friday, April 26, 2013	Early Release – Dismissal at 12:30 PM
Monday, April 29, 2013	Last Day of OCC Winter Term
Monday, May 6, 2013	OCC Summer I Term Begins
Thursday, May 9, 2013	PTSA Meeting – 6:00 PM
Friday, May 10, 2013	Early Release – Dismissal at 12:30 PM
Friday, May 17, 2013	Last Day for 13 <sup>th</sup> Graders
Friday, May 24, 2013	Early Release – Dismissal at 12:30 PM
Monday, May 27, 2013	Memorial Day Recess – No High School or College Classes
Wednesday, May 29, 2013	OEC Honors Convocation - 9:00 AM
Friday, May 31, 2013	OEC Graduation – 6:00 PM
Friday, June 7, 2013	Early Release – Dismissal at 12:30 PM
Tuesday, June 11 through Thursday, June 13, 2013	Final Exams for HS Classes
Thursday, June 13, 2013	PTSA Meeting – 6:00 PM
Friday, June 14, 2013	Records Day, Last Day for Teachers; Optional Attendance for Teachers No High School Classes, College Classes in Session
Wednesday, June 26, 2013	Summer I Term Ends – Last Day of College Instruction

**LETTER OF UNDERSTANDING**  
**between**  
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**  
**and**  
**WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

All VocEd/CTE teachers during the year(s) that they may be required to complete VocEd and CTE forms, attend meetings, etc. that are required by the District, the County, the State, and/or Federal Government will be given up to two (2) days release time and up to eight (8) days at the teacher's per diem daily rate. (Per diem = base salary ÷ 181 days.) If it becomes necessary to exceed the eight days, the teacher will submit a plan for additional hours to the Director of Academic Services for approval.

**LETTER OF UNDERSTANDING**  
**between**  
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**  
**and**  
**WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

The Association and the District agree to a committee to review Schedules B and C. The committee will be composed of equal members from the Association and the District. The committee will review Schedules B and C and report to the bargaining teams for both sides with recommendations by December 15, 2012.

**LETTER OF UNDERSTANDING**  
**between**  
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**  
**and**  
**WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

This letter of understanding is being executed contemporaneously with the execution of the Parties' collective bargaining agreement, and will be attached to the collective bargaining agreement.

The West Bloomfield School District (the "District") and the West Bloomfield Education Association (the "Association") recognize and agree that, as a result of enactment 2011 Public Act 103 of, there are provisions of the Parties' collective bargaining agreement that are not enforceable as they apply to bargaining unit members whose employment is regulated by the Michigan Teacher's Tenure Act, but these provisions continue in full force and effect for those bargaining unit members whose employment is not regulated by the Michigan Teacher's Tenure Act. The provisions in the contract which are highlighted and in an *"italicized font"* shall indicate that the provisions apply only to bargaining unit members whose employment is not regulated by the Michigan's Teachers' Tenure Act. There will be an introductory statement in the Agreement clause of the contract to indicate the intent of this letter of understanding as it applies to those articles.

This document represents the parties' entire understanding as the matters to which it relates and no other such agreement is binding unless in writing and signed by the parties.

**LETTER OF UNDERSTANDING**  
**between**  
**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**  
**and**  
**WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

**CALENDAR**

The parties agree that due to the date of notice publicized for a change in the West Bloomfield School District calendar for the 2012-2013 school year, should any WBEA member have a commitment established prior to the publication of the calendar (July 17, 2012) that cannot be altered resulting in the member not being able to attend the mandatory professional development the WBEA member shall seek approval from the building principal and the human resources office prior to Friday, August 24, 2012 to be absent from said day(s).

The District will establish the mandatory make-up date(s) and time(s) that will take place outside of the normal work day allowing the employee to fulfill the professional development requirement missed due to the unalterable commitment presented for approval.

**LETTER OF UNDERSTANDING**  
**between**  
**WEST BLOOMFIELD SCHOOL DISTRICT**  
**and**  
**WEST BLOOMFIELD EDUCATION ASSOCIATION**

**Wages for the 2012/2013 School Year.**

The parties agree that in the event the fiscal condition of the School District deviates from that as defined in the budget adoption for the 2012/2013 school year, adopted on June 25, 2012 by the West Bloomfield Board of Education in the area of the Michigan Public School Employees Retirement System (MPERS) rate a salary adjustment will be made to this bargaining agreement.

Retirement Contribution Rate

- If the Michigan Public School Employees Retirement System (MPERS) rate is reduced from the current 27.37% to an amount between 25.37% and 24.38% for the 2012/2013 school year the 6% off-schedule salary reduction will be reduced by .5% making the off-schedule salary reduction 5.5%, and 5.25% for employees on the top of the salary schedule.
- If the Michigan Public School Employees Retirement System (MPERS) rate is reduced from the current 27.37% to an amount less than 24.37% for the 2012/2013 school year the 6% off-schedule salary reduction will be reduced by 1% making the off-schedule salary reduction 5%, and 4.75% for employees on the top of the salary schedule.
- If the Michigan Public School Employees Retirement System (MPERS) rate increases from the current 27.37% to an amount between 29.37% and 30.36% for the 2012/2013 school year the 6% off-schedule salary reduction will be increased by .5% making the off-schedule salary reduction 6.5%, and 6.25% for employees on the top of the salary schedule.
- 
- If the Michigan Public School Employees Retirement System (MPERS) rate increases from the current 27.37% to an amount greater than 30.37% for the 2012/2013 school year the 6% off-schedule salary reduction will be increased by 1% making the off-schedule salary reduction 7%, and 6.75% for employees on the top of the salary schedule.

If additional formulas are incorporated into any changes to the Michigan Public School Employees Retirement System (MPERS) rate beyond a single calculation formula currently used by the State and as referenced in the above scenarios this agreement shall be null and void.

An example of such a change that would deem this agreement null and void would be additional financial liability to the Michigan Public School Employees Retirement System (MPERS) based on the District's Cost of Operations Expenditures (COE). This example is not intended to be all inclusive and other such formula changes would also make this letter null and void.

This agreement shall expire on August 31, 2013.