



AGREEMENT BETWEEN

Bloomfield Hills Schools
Board of Education

AND

Administrative Council



July 1, 2022
through
June 30, 2025

Patrick Watson, Superintendent
7273 Wing Lake Road, Bloomfield Hills, Michigan 48301

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**ADMINISTRATIVE COUNCIL AGREEMENT
Employment Conditions & Procedures**

ARTICLE 1 - GENERAL PROVISIONS

A. Composition of Administrative Council

The Administrative Council shall be the representative and spokesperson for the following administrative staff: Principals, Associate Principals, Supervisor of Wing Lake Developmental Center, Principal of the Alternative High School, Special Education Supervisor, Principal and Associate Principal of the International Academy (OKMA campus), Assessment Coordinator, IBO Coordinators (International Academy), Supervisor of Students & Restorative Practices, Coordinator of Instructional Equity, Administrator of Professional Development & Continuous Improvement, and teacher leader for Reading Recovery. In this Agreement, employees represented by the Administrative Council shall be referred to as Administrators or Administrative Staff.

B. Education Standards

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

C. No Administrative Tenure

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

D. Professional Rights

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

E. Due Process

Administrators shall be accorded procedural due process.

F. Length of Service/Probationary Period

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

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

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

G. Additional Assignments

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

ARTICLE 2 - WORK YEAR AND VACATION PROVISIONS

A. Non-Scheduled Days

Administrators will be provided a calendar for each fiscal year to indicate which days will be work days and which days will be non-work days. This calendar will begin July 1 of each given year. Non work days, e.g., Saturdays and Sundays, may not be counted as a work day although it is understood some work may occur on non-work days e.g., conferences, supervision of student events, etc. Days worked on a school recess period, e.g., winter recess, may be counted as a compensatory day worked to be taken at a later time.

B. Work Year for School Building Administrators

The work year for building administrators is based on the number of days as follows:

Position	Days
High School Principal	225
Middle School Principal	220
Associate HS Principal	221
Associate MS Principal	212
Elementary Principal	208
International Academy Principal	225
Associate International Academy Principal	221
Supervisor of Special Education	208
Supervisor of Wing Lake Developmental Center	225
IBO Coordinator/Supervisor Assessment Coordinator/Administrator of Professional Development & Continuous Improvement	200
Teacher Leader for Reading Recovery	200

C. Flex Days

A “flex day” is defined as a weekday on which an employee works a normal day in the District when it is not a required contractual day (a regular work day on the respective calendar); i.e., working during summer break, a day during the winter or spring breaks, etc. Each administrator may earn and use up to five (5) “flex days” in a contract year in place of their required contract days with the prior approval of the appropriate Assistant Superintendent / Director. “Flex days” cannot be accrued on weekends nor rolled over from one school year to the next. The expectation is that administrators will prioritize their time in the building when students are present.

D. Holiday Work Schedules

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

ARTICLE 3 - COMPENSABLE LEAVE DAYS

A. Use of Leave Days

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

1. Personal or Family Illness:
 - a. Personal illness of the administrator.
 - b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household). Employees wishing to extend family illness leave beyond the duration of a Family Medical Leave (FMLA) or a similar leave, shall engage in an interactive dialogue process with the District to determine eligibility for further use of family illness days.
2. Personal Days: The administrator may use up to 3 days per year from current leave days as personal days. A reason may be required.
3. Religious Holidays: Absence for observance of religious holidays, not to exceed three (3) days per year.
4. Special Leave: Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Human Resources and Labor Relations.
5. Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family.

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

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

B. Leave Day Provisions

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

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

C. Inclement Weather Days

Administrative attendance on snow days or other inclement weather days is at the discretion of the administrator. When such days occur and travel to and from the site may not be possible, the administrator may opt to work remotely. In such absence, the Administrator will not suffer a reduction in salary nor will a day be charged to the administrator's leave bank.

D. Leave Bank

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

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

E. Salary Continuation (Short-Term Disability)

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

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

F. Jury Duty

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

weeks after the return from jury duty. Any administrator found abusing this privilege shall not be entitled to the pay differential.

G. Workers' Disability Compensation

1. Notification: In the event of any on-the-job injury, the administrator must notify the human resources office on the date of the injury and complete an accident report as soon as possible, but in no event later than two (2) calendar days after the occurrence.
2. Doctor Visits: An administrator required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved administrator. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the administrator is scheduled to work unless approved by the immediate supervisor.
3. No Leave Days Charged: It is understood that no leave days shall be charged for absences related to a compensable job-related accident.
4. Workers' Compensation Pay Differential: In the event an administrator is absent from work due to a job-related accident, the administrator will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the full salary and such monies as may be received as Workers' Disability benefits (loss-of-time benefits).

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

5. Benefits Beyond One Year: Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months.
6. Administrators Who Do Not Return to Work within One Year of Commencement of Leave: If an administrator on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the administrator's position will not be held open for the administrator. However, if the administrator is medically able to return to work within two calendar years of the date of the commencement of the leave, the administrator will be given consideration or placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association.) The administrator must supply a physician's authorization permitting the administrator to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the administrator's physician and the district's physician do not agree that the administrator is medically able to return to work, an independent physical or medical facility, paid

by the District, may examine the administrator, and this decision will be final. If the administrator retires during the two year time period, this paragraph does not apply.

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

ARTICLE 4 - UNPAID LEAVES OF ABSENCE

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

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

B. Family and Medical Leave Act

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

Compensable absences and use of leave days are included in the calculation of the twelve (12) work weeks for FMLA.

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

C. Military Leaves

Administrators who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted.

ARTICLE 5 - PAID LEAVES OF ABSENCE

A. Administrative Growth Leave

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

ARTICLE 6 - INSURANCE BENEFITS

A. Commencement and Duration of Benefits

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

B. Benefits

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

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

C. Life Insurance

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

D. Life Option

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

E. Additional Life Insurance

The Administrator will have the option to purchase additional term life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

F. Dependent Life Insurance

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

G. Accidental Death and Dismemberment

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

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

The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rate for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs ("the Additional Payments") than the "hard cap amounts" which are adjusted annually by the State treasurer by October 1 of each year for the following plan year which begins January 1. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments exceed the "hard cap" maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District will discuss such deduction with the Union prior to implementation. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the "hard cap" maximums, the District will contribute the balance to the employees' Health Savings Account (HSA) or as a taxable lump sum payment to a Flexible Spending Account (FSA) if the employee is not eligible for an HSA. In no event shall this Section be interpreted to require the district to make a payment which would cause it to violate the Publicly Funded Health Insurance Contribution Act.

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

- 1) Medical Coverage
 - a. Preferred provider organization (PPO) High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) - \$2,000/\$4,000/0% *(See Appendix A for a Summary of the Benefits)
 - b. Preferred Provider Organization (PPO) High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) - 3,000/6,000/0% *(See Appendix A for a Summary of the Benefits)
 - c. Health Maintenance Organization (HMO) High Deductible Plan (HDHP) with a Health Savings Account (HSA) - Minimum deductible required to qualify as HDHP/0% (except as noted in the plan document.) *(See Appendix A for a Summary of the Benefits and the prescription drug coverage)
 - d. Health Maintenance Organization (HMO), High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)--\$3,000/\$6,000/0% (See Appendix A for a summary of the benefits and the prescription drug coverage)

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

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

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

*(See Appendix A for a Summary of the Prescription Drug Coverage for the PPO)

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

4) Formula for District Contribution to Employee Health Savings Accounts (HSA)

Subtract the plan premium from the hard cap for the same level (single, two-person, family) of coverage.

- If the plan premium is greater than the hard cap, the difference is the yearly amount the employee will pay.
- If the plan premium is less than the hard cap, the difference will be the yearly employer contribution to the employee's HSA.

Other Factors

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

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

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

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

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

If an Employee, after the start of the Plan Year, modifies his/her election to receive medical/hospitalization coverage from two person or full family to single coverage, the District may deduct from the Employee's pay, following the coverage modification election, in one or more installments, an amount equal to the difference between District HSA contribution for single coverage associated with any period in which the Employee was covered by single coverage.

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

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

a) Cash Payment in Lieu of Medical/Hospitalization Insurance

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

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

b) Family Continuation Coverage

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

c) Employee Contribution

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

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

d) Health Risk Assessment/Rebate

Health Risk Assessment: Employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider.

The Health Risk Assessment form will be available in the Human Resources Department (and on the Human Resources web page).

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

health risk assessment (HRA) form by September 15. If September 15 falls on a weekend, the following Monday will be the due date. The same Health Risk Assessment form may not be used for two consecutive plan years.

Forms received after the due date will not qualify the employee for the rebate. *There will be no exceptions.* In the event of two-person or full-family coverage, where only one adult participates in the annual health risk assessment, the rebate will be reduced by 50%. Single member households with dependent children will be rebated at 100%.

e) Flexible Benefits Plan

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

I. Duplication of Hospital/Medical Coverage Permitted While District is Self-Insured

Duplication of hospitalization insurance is permitted as long as the District is self-insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. Any employee or dependent who is covered by any medical coverage which is not a high deductible health plan (HDHP) shall not be eligible to make contributions to a health savings account (HSA) in connection with participation in the HDHP sponsored by the District or to receive District contributions to an HSA.

J. Dental

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

K. Vision

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

The vision care program will provide a percentage of reimbursement for services in the areas of vision care in accordance with the coverage schedules provided by the carrier. The plan shall provide for an annual evaluation, lenses and \$150 for frames or contacts.

L. Benefits - Less than Full Time

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

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

M. Flexible Spending Accounts

1. Health Care Reimbursement Account: The administrator will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.
2. Dependent Care Reimbursement Account: The administrator will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

N. Long-Term Disability

1. Benefits: The Board of Education shall select and pay the premium for a Long-Term Disability Insurance plan. Such disability insurance shall provide benefits of 66 2/3% of the monthly earnings to the administrator who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury, or upon the termination of salary continuation provided under compensable leave days, whichever is longer. Benefits shall be payable until the administrator reaches age sixty-five (65), provided the administrator continues to be disabled under the provisions of the insurance policy.
2. Computation of Monthly Earnings: For the purposes of Long-Term Disability coverage, monthly earnings shall be the administrator's regular salary at the time of the disability divided by twelve (12) months.
3. Benefits Reduced by Other Remuneration: The amount received from the insurance company will be reduced by any primary remuneration for which the administrator is eligible during the benefit period from the employer, the Michigan Public School Employees' Retirement System, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
4. Right of Assignment: On the date an administrator commences a disability leave, the administrator's position will be held open for the administrator until such time FMLA entitlement is exhausted or the administrator's leave bank is exhausted, whichever is longer. If the administrator is medically able to return to work within one calendar year of the date of the commencement of the leave, the

administrator will be given consideration for placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association). The administrator must supply a physician's authorization permitting the administrator to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the administrator's physician and the district's physician or medical facility do not agree that the administrator is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the administrator, and this decision will be final. This paragraph does not apply to an administrator who retires.

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

ARTICLE 7 - PAYROLL PROCEDURES AND DEDUCTIONS

A. Payroll Procedures

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

B. Payroll Deductions

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

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

C. Tax Sheltered Accounts - Advance Purchase

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

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

ARTICLE 8 - TERMS OF EMPLOYMENT

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

A. Two-Year Term of Employment

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

B. Administrative Staff Layoffs, Reassignments, & Personnel Reductions

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

C. Unsatisfactory Performance

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

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

D. Professional Conduct

The administrator agrees to perform the administrator's contract and the employment duties and functions required of all personnel of the school district in a manner that encourages quality in the educational process and fulfills the standard professional conduct.

E. Insubordination

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

F. Probationary Period

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

ARTICLE 9 - PROFESSIONAL REIMBURSEMENT

A. Administrative Council Growth Fund

The Administrative Growth Fund shall be used for the reimbursement of professional growth items such as conference expenses, tuition reimbursement, and membership in professional organizations. For 2022-2023, administrators will utilize any carry over funds. Any administrator with less than \$750 of carry over funds will be allocated that amount for use in the 2022-2023 school year. A plan for the use of these funds shall be provided to the Administrative Council President by September 30. Any funds remaining at the conclusion of each school year will be forfeited. Beginning with the 2023-2024 school year, all administrators will annually receive reimbursement of up to \$750 for the below stated uses. Administrative Growth Fund monies are to be utilized for purchases stated below. If an administrator's growth fund is depleted, with Cabinet approval internal funds may be used in lieu of growth funds.

1. Conferences: The Board recognizes the importance of state and national conferences and school visitations and agrees to pay expenses incurred while attending conferences and visitations, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
2. Tuition Reimbursement: The Board recognizes the value of advanced graduate courses in a specialized field as beneficial to the administrator and the school district and agrees to pay for books and tuition, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
3. Professional Organization Membership: Dues paid to professional educational organizations will be reimbursed subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints.
4. Technology Related Items: Technology related items purchased through the Administrative Growth Fund prior to June 30, 2022 must be returned to the district upon resignation or retirement. However, if items are three years old or more, the items do not need to be returned to the district upon separation from employment. The purchase of technology related items must be approved by the Technology Department to ensure the purchase falls within the parameters if district provided and supported technology. No technology related purchases will be permitted beginning July 1, 2022.

B. Other Reimbursements

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

ARTICLE 10 - SEVERANCE

A. Severance Program

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

1. Severance Benefit: The severance benefit is as follows:
Years of Administrative Service Bloomfield Hills Schools

10 years	15 years	18 years
\$19,000	\$21,500	\$25,000

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

B. Alternate Severance Plan

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

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

C. Retirement Life

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

Article 11 – SALARY SCHEDULE

A. Salary Schedule

2022-2023: Add \$1,500 to each step (0-7) on the 2021-2022 salary schedules. Add \$1,750 to the Tax Sheltered Annuity (TSA) step 8 on the 2021-2022 salary schedules. Add a full step between step 7 and the TSA step 8. All administrators move up one step, except those at the TSA step, remain at their current step and receive both steps 7 (salary) and 8 (TSA).

2023-2024: Add \$1,000 to steps 1-8 on each salary schedule. Remove step 0. All administrators on steps 0-6 will advance one full step. All administrators on step 7 will advance ½ step. All administrators will receive a \$750 TSA contribution in January 2024. It is the responsibility of the administrator to establish an active account in order to receive this contribution.

2024-2025: Add \$1,000 to steps 1-8 on each salary schedule. Administrators on steps 1-7 will advance one full step. Administrators on step 7.5 will advance ½ step.

Beginning in January 2024, all administrators will receive a \$750 TSA contribution in January. It is the responsibility of the administrator to establish an active account in order to receive this yearly contribution.

	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	9 TSA
HS Principal																		
2021-2022	\$119,000	\$120,600	\$122,200	\$123,800	\$125,400	\$127,000	\$128,600	\$130,200	\$131,800	\$133,400	\$135,000	\$136,600	\$138,200	\$139,800	\$141,400	\$143,000	\$144,600	\$1,250
2022-2023	\$120,500	\$122,100	\$123,700	\$125,300	\$126,900	\$128,500	\$130,100	\$131,700	\$133,300	\$134,900	\$136,500	\$138,100	\$139,700	\$141,300	\$142,900			\$3,000
2023-2024			\$124,700	\$126,300	\$127,900	\$129,500	\$131,100	\$132,700	\$134,300	\$135,900	\$137,500	\$139,100	\$140,700	\$142,300	\$143,900	\$145,500	\$147,100	\$3,000
2024-2025			\$125,700	\$127,300	\$128,900	\$130,500	\$132,100	\$133,700	\$135,300	\$136,900	\$138,500	\$140,100	\$141,700	\$143,300	\$144,900	\$146,500	\$148,100	\$3,000
IA Principal																		
2021-2022	\$119,000	\$120,600	\$122,200	\$123,800	\$125,400	\$127,000	\$128,600	\$130,200	\$131,800	\$133,400	\$135,000	\$136,600	\$138,200	\$139,800	\$141,400	\$143,000	\$144,600	\$1,250
2022-2023	\$120,500	\$122,100	\$123,700	\$125,300	\$126,900	\$128,500	\$130,100	\$131,700	\$133,300	\$134,900	\$136,500	\$138,100	\$139,700	\$141,300	\$142,900			\$3,000
2023-2024			\$124,700	\$126,300	\$127,900	\$129,500	\$131,100	\$132,700	\$134,300	\$135,900	\$137,500	\$139,100	\$140,700	\$142,300	\$143,900	\$145,500	\$147,100	\$3,000
2024-2025			\$125,700	\$127,300	\$128,900	\$130,500	\$132,100	\$133,700	\$135,300	\$136,900	\$138,500	\$140,100	\$141,700	\$143,300	\$144,900	\$146,500	\$148,100	\$3,000
MS Principal																		
2021-2022	\$109,600	\$111,200	\$112,800	\$114,400	\$116,000	\$117,600	\$119,200	\$120,800	\$122,400	\$124,000	\$125,600	\$127,200	\$128,800	\$130,400	\$132,000	\$133,600	\$135,200	\$1,250
2022-2023	\$111,100	\$112,700	\$114,300	\$115,900	\$117,500	\$119,100	\$120,700	\$122,300	\$123,900	\$125,500	\$127,100	\$128,700	\$130,300	\$131,900	\$133,500			\$3,000
2023-2024			\$115,300	\$116,900	\$118,500	\$120,100	\$121,700	\$123,300	\$124,900	\$126,500	\$128,100	\$129,700	\$131,300	\$132,900	\$134,500	\$136,100	\$137,700	\$3,000
2024-2025			\$116,300	\$117,900	\$119,500	\$121,100	\$122,700	\$124,300	\$125,900	\$127,500	\$129,100	\$130,700	\$132,300	\$133,900	\$135,500	\$137,100	\$138,700	\$3,000
Elementary Principal																		
2021-2022	\$102,000	\$103,600	\$105,200	\$106,800	\$108,400	\$110,000	\$111,600	\$113,200	\$114,800	\$116,400	\$118,000	\$119,600	\$121,200	\$122,800	\$124,400	\$126,000	\$127,600	\$1,250
2022-2023	\$103,500	\$105,100	\$106,700	\$108,300	\$109,900	\$111,500	\$113,100	\$114,700	\$116,300	\$117,900	\$119,500	\$121,100	\$122,700	\$124,300	\$125,900			\$3,000
2023-2024			\$107,700	\$109,300	\$110,900	\$112,500	\$114,100	\$115,700	\$117,300	\$118,900	\$120,500	\$122,100	\$123,700	\$125,300	\$126,900	\$128,500	\$130,100	\$3,000
2024-2025			\$108,700	\$110,300	\$111,900	\$113,500	\$115,100	\$116,700	\$118,300	\$119,900	\$121,500	\$123,100	\$124,700	\$126,300	\$127,900	\$129,500	\$131,100	\$3,000
HS Associate Prin																		

	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	9 TSA
2021-2022	\$103,000	\$104,350	\$105,700	\$107,050	\$108,400	\$109,750	\$111,100	\$112,450	\$113,800	\$115,150	\$116,500	\$117,850	\$119,200	\$120,550	\$121,900	\$123,250	\$124,600	\$1,250
2022-2023	\$104,500	\$105,850	\$107,200	\$108,550	\$109,900	\$111,250	\$112,600	\$113,950	\$115,300	\$116,650	\$118,000	\$119,350	\$120,700	\$122,050	\$123,400			\$3,000
2023-2024			\$108,200	\$109,550	\$110,900	\$112,250	\$113,600	\$114,950	\$116,300	\$117,650	\$119,000	\$120,350	\$121,700	\$123,050	\$124,400	\$125,750	\$127,100	\$3,000
2024-2025			\$109,200	\$110,550	\$111,900	\$113,250	\$114,600	\$115,950	\$117,300	\$118,650	\$120,000	\$121,350	\$122,700	\$124,050	\$125,400	\$126,750	\$128,100	\$3,000
IA Assistant Prin																		
2021-2022	\$101,000	\$102,400	\$103,800	\$105,200	\$106,600	\$108,000	\$109,400	\$110,800	\$112,200	\$113,600	\$115,000	\$116,400	\$117,800	\$119,200	\$120,600	\$122,000	\$123,400	\$1,250
2022-2023	\$102,500	\$103,900	\$105,300	\$106,700	\$108,100	\$109,500	\$110,900	\$112,300	\$113,700	\$115,100	\$116,500	\$117,900	\$119,300	\$120,700	\$122,100			\$3,000
2023-2024			\$106,300	\$107,700	\$109,100	\$110,500	\$111,900	\$113,300	\$114,700	\$116,100	\$117,500	\$118,900	\$120,300	\$121,700	\$123,100	\$124,500	\$125,900	\$3,000
2024-2025			\$107,300	\$108,700	\$110,100	\$111,500	\$112,900	\$114,300	\$115,700	\$117,100	\$118,500	\$119,900	\$121,300	\$122,700	\$124,100	\$125,500	\$126,900	\$3,000
MS Associate Prin																		
2021-2022	\$98,500	\$99,900	\$101,300	\$102,700	\$104,100	\$105,500	\$106,900	\$108,300	\$109,700	\$111,100	\$112,500	\$113,900	\$115,300	\$116,700	\$118,100	\$119,500	\$120,900	\$1,250
2022-2023	\$100,000	\$101,400	\$102,800	\$104,200	\$105,600	\$107,000	\$108,400	\$109,800	\$111,200	\$112,600	\$114,000	\$115,400	\$116,800	\$118,200	\$119,600			\$3,000
2023-2024			\$103,800	\$105,200	\$106,600	\$108,000	\$109,400	\$110,800	\$112,200	\$113,600	\$115,000	\$116,400	\$117,800	\$119,200	\$120,600	\$122,000	\$123,400	\$3,000
2024-2025			\$104,800	\$106,200	\$107,600	\$109,000	\$110,400	\$111,800	\$113,200	\$114,600	\$116,000	\$117,400	\$118,800	\$120,200	\$121,600	\$123,000	\$124,400	\$3,000
Sup of Wing Lake																		
2021-2022	\$107,000	\$108,550	\$110,100	\$111,650	\$113,200	\$114,750	\$116,300	\$117,850	\$119,400	\$120,950	\$122,500	\$124,050	\$125,600	\$127,150	\$128,700	\$130,250	\$131,800	\$1,250
2022-2023	\$108,500	\$110,050	\$111,600	\$113,150	\$114,700	\$116,250	\$117,800	\$119,350	\$120,900	\$122,450	\$124,000	\$125,550	\$127,100	\$128,650	\$130,200			\$3,000
2023-2024			\$112,600	\$114,150	\$115,700	\$117,250	\$118,800	\$120,350	\$121,900	\$123,450	\$125,000	\$126,550	\$128,100	\$129,650	\$131,200	\$132,750	\$134,300	\$3,000
2024-2025			\$113,600	\$115,150	\$116,700	\$118,250	\$119,800	\$121,350	\$122,900	\$124,450	\$126,000	\$127,550	\$129,100	\$130,650	\$132,200	\$133,750	\$135,300	\$3,000
Sup of DHH																		
2021-2022	\$96,000	\$97,250	\$98,500	\$99,750	\$101,000	\$102,250	\$103,500	\$104,750	\$106,000	\$107,250	\$108,500	\$109,750	\$111,000	\$112,250	\$113,500	\$114,750	\$116,000	\$1,250

	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	9 TSA
2022-2023	\$97,500	\$98,750	\$100,000	\$101,250	\$102,500	\$103,750	\$105,000	\$106,250	\$107,500	\$108,750	\$110,000	\$111,250	\$112,500	\$113,750	\$115,000			\$3,000
2023-2024			\$101,000	\$102,250	\$103,500	\$104,750	\$106,000	\$107,250	\$108,500	\$109,750	\$111,000	\$112,250	\$113,500	\$114,750	\$116,000	\$117,250	\$118,500	\$3,000
2024-2025			\$102,000	\$103,250	\$104,500	\$105,750	\$107,000	\$108,250	\$109,500	\$110,750	\$112,000	\$113,250	\$114,500	\$115,750	\$117,000	\$118,250	\$119,500	\$3,000
IBO Coordinator/ Assessment Coordinator / Adm. of PD																		
2021-2022	\$91,000	\$92,200	\$93,400	\$94,600	\$95,800	\$97,000	\$98,200	\$99,400	\$100,600	\$101,800	\$103,000	\$104,200	\$105,400	\$106,600	\$107,800	\$109,000	\$110,200	\$1,250
2022-2023	\$92,500	\$93,700	\$94,900	\$96,100	\$97,300	\$98,500	\$99,700	\$100,900	\$102,100	\$103,300	\$104,500	\$105,700	\$106,900	\$108,100	\$109,300			\$3,000
2023-2024			\$95,900	\$97,100	\$98,300	\$99,500	\$100,700	\$101,900	\$103,100	\$104,300	\$105,500	\$106,700	\$107,900	\$109,100	\$110,300	\$111,500	\$112,700	\$3,000
2024-2025			\$96,900	\$98,100	\$99,300	\$100,500	\$101,700	\$102,900	\$104,100	\$105,300	\$106,500	\$107,700	\$108,900	\$110,100	\$111,300	\$112,500	\$113,700	\$3,000

B. Degree Differential

1. The degree differential for administrative staff will be as follows:

Master’s Degree Plus 30 Graduate Semester Hours	Doctorate
\$3,000	\$4,250

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

1. Upon receipt of proper documentation, an administrator may receive a stipend for Board for Professional Teaching Standards Certification:
Administrators who hold current certification from the National Board for Professional Teaching Standards shall receive \$1500 in addition to the amount identified as their current salary step and schedule.

2. Procedure to Receive Stipend

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

ARTICLE 12 – EMERGENCY MANAGER

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

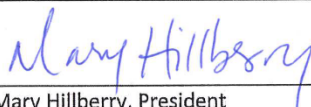

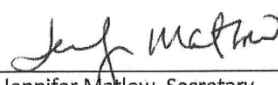
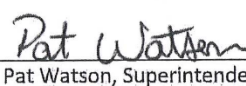

ARTICLE 13 - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2022, and shall continue in full force and effect until June 30, 2025.

The Administrative Council ratified this agreement on June 21, 2022 and the Board of Education approved this agreement on June 23, 2022.

Contract Reopener

Either party may reopen the contract prior to June 30, 2025 for the purpose of changing contractual provisions to comply with the Patient Protection & Affordable Care Act, by serving written notice of such intent upon the other party.

BLOOMFIELD HILLS ADMINISTRATIVE COUNCIL DATE OF RATIFICATION: 6/21/2022	BLOOMFIELD HILLS BOARD OF EDUCATION DATE OF RATIFICATION: 6/23/2022
	
Dr. Mary Hillberry, President	John VanGemert, President
	
	Jennifer Matlow, Secretary
	
	Pat Watson, Superintendent
	
	Keith McDonald, Chief Negotiator

Appendix A Summary Plan Descriptions

[Current Summary Plan Descriptions](https://www.bloomfield.org) are available to view at bloomfield.org

Appendix B – FMLA Regulations

Regulation 4400.1

Family and Medical Leave Act Regulation

1. PURPOSE

Basic Leave Entitlement. Bloomfield Hills Schools Family and Medical Leave Policy allows eligible employees to take up to 12 work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to 12 work weeks of unpaid leave for military exigencies, and up to a total of 26 work weeks of unpaid leave to care for a covered military service member.

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

2. DEFINITIONS

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

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

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

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

- D. **"Child"** means a son or daughter under age 18, or 18 years or older who is incapable of self-care due to mental or physical disability. Employees who are *in loco parentis* include those with day-to-day responsibility for care and financially supports the "child". A biological or legal relationship is not necessary.

"Incapable of self-care due to a mental or physical disability" means when an adult son or daughter "requires active assistance or supervision to provide daily self-care in three or more of the 'activities of daily living' or 'instrumental activities of daily living'." A parent will be entitled to take FMLA leave to care for a son or daughter 18 years of age or older, if the adult son or daughter meets the following four requirements:

1. Has a disability as defined by the ADA;
2. Is incapable of self-care due to that disability;
3. Has a serious health condition; and
4. Is in need of care due to the serious health condition

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

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

- (1) **"Military Caregiver Leave."** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- (2) **"Qualifying Exigency Leave."** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines

qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.

G. **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform the essential functions of his/her job and involves:

- (1) inpatient care (an overnight stay);
- (2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

"Continuing treatment" by a healthcare provider must involve a period of incapacity of more than 3 **full** consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that also involves either: (1) treatment of two or more times within 30 days of the first day of incapacity by a healthcare provider; or (2) treatment on at least one occasion by a healthcare provider which results in a "regimen of continuing treatment under the supervision of the a healthcare provider." (e.g., a course of prescription drugs, physical therapy). The first (or only) in-person treatment visit to the healthcare provider must occur within 7 days of the first day of incapacity.

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

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

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

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

3. GENERAL

- A. **Eligibility.** An employee who has worked at least 1,250 hours during the 12-month period before commencement of the leave is eligible for FMLA leave after having completed at least 12 months of service, including previous service with the District up to 7 years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the 12-month period.
- B. Eligible employees may use FMLA leave for one or more of the following reasons:
 - (1) The birth of a child and care for a newborn;
 - (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;
 - (3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;
 - (4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or
 - (5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
- C. An eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for a purpose which qualifies for a leave under the FMLA policy. As identified in Section 2.F.(1)., an eligible employee may take up to 26 weeks "Military Caregiver Leave" measured from the first day the military-related leave commences during a single 12-month period.

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

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

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

4. NOTICE

A. **Notice by Employee.** The employee shall give notice for FMLA leave according to the following:

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

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

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

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

5. SUBSTITUTION OF PAID LEAVE TIME

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

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

6. MEDICAL CERTIFICATION

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

require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.

- D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
- (1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.
 - (2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.
 - (3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

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

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

- A. If an employee requests intermittent leave or a reduced leave schedule, the District may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.

- B. The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the 12 (or 26 weeks for the care of a covered service member) weeks of FMLA leave are used.
- C. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent leave.
- D. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the leave period, the District may require the instructional employee to choose either to:
 - (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

8. **BENEFITS**

- A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are

in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.

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

B. Disability Plans and FMLA Leave:

- (1) **Workers' Compensation Leave.** If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, leave from the job for which the employee receives workers' compensation payments will be considered FMLA leave. The employer and employee may agree to have paid leave supplement worker's compensation benefits, i.e., where worker's

disability compensation benefits provide replacement income for only a portion of the employee's salary.

- (2) **Disability Plan Leave.** The District may designate any employer-sponsored disability plan leave as FMLA leave.

9. RETURN TO WORK

- A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- B. Periods Near the Conclusion of an Academic Term
1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.
 2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.
 3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.
- C. **Fitness-for-Duty Certification.** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. KEY EMPLOYEES

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

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

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

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

11. FAILURE TO RETURN FROM LEAVE

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

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave