



AGREEMENT BETWEEN
Bloomfield Hills Schools
Board of Education
AND
Bloomfield Hills
Education Association



August 25, 2025
Through
June 30, 2029

Rick West, Superintendent
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AGREEMENT

THIS AGREEMENT entered into this 25th day of August 2025, between the School District of Bloomfield Hills, Michigan, hereinafter called the "Board," and the Bloomfield Hills Education Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bloomfield Hills is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I:
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Michigan Public Act 366 of 1947 as amended by Michigan Public Act 379 of 1965, for all certificated teachers by the Michigan Department of Education and employed by the Board in educational positions, whether on tenure or in a probationary status, but excluding full- or part time supervisory (such as teaching principals or teaching coordinators), administrative and executive personnel, system coordinators, office and clerical employees, shared services teachers, per diem employees, all other employees and independent contractors. The bargaining unit specifically includes all of the following employees who meet the general criteria specified in the preceding sentence: classroom teachers, summer school teachers who are regularly employed during the school year, contractual substitute teachers (not day-to-day substitutes), instructional coaches, teacher leaders, initiative coordinators, learning specialists, school counselors, media specialists, special education teachers, teachers of the homebound or hospitalized, and physical therapists and occupational therapists, school psychologists, school social workers, and speech therapists, whether or not assigned to a public school building.

ARTICLE II:

RIGHTS OF THE BOARD

- A. The Board of Education, on its own behalf and on behalf of the electors of the School District, retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Constitution and the laws of the United States and the State of Michigan.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.
- C. No provision in this Agreement shall be construed to prevent the Board from implementing the Education Yes, Every Student Succeeds Act (ESSA) and other applicable state and federal laws.

ARTICLE III:

EMPLOYMENT CONDITIONS

A. Standards

The Board retains the exclusive authority to select and employ new professional personnel in the School District. All teachers must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of the teacher.

B. Seniority

Seniority shall be defined as the total years of employment with the District from the most recent date of hire. Seniority will exclude all periods when an employee is on unpaid leaves of absence (e.g., long-term disability, child care leave, educational leave).

C. Qualification Data/Seniority List

Upon request, the Human Resources Department will provide to the Association a current seniority list that includes name, date of most recent hire, teacher majors and minors, certificate endorsements and kind of certificate held.

D. Continuation of Fringe Benefits

Those individuals whose employment is terminated through layoff, and who have completed the school year, will have fringe benefits continued through the end of August of the school year in which they last worked.

ARTICLE IV:

ASSOCIATION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, terms and conditions of employment, or by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment. The Association likewise agrees to uphold these teacher rights.
- B. The Association shall have the privilege to use school building facilities at all reasonable hours for meetings on the same basis as any civic organization in the School District, as established by Board policy. Arrangements for such building use must be made with the building principal.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school premises, provided permission is received from the building principal or designee. Such permission shall be granted if it does not interfere with or interrupt normal school operations.
- D. Bulletin board space and mail facilities in each school building, including teacher mail boxes, shall be made available to the Association for official business. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes.
- E. The Board agrees to make available to the Association a copy of any preliminary budgets approved by the Board, a copy of budgets submitted to Oakland County.

Allocation Board, and a copy of such other statistics of financial information including annual financial or audit reports and Treasurer's reports, census and membership data, a copy of the school directory, a copy of the regular minutes of all Public Board meetings, a copy of all new hires, leaves and terminations of bargaining unit positions, monthly Bloomfield Hills School Enrollment reports and such other public information in possession of the Board and not readily available to the Association, to bargain intelligently, with respect to future collective bargaining agreements, or to process a grievance. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled or to furnish a copy of any document which has not become a matter of public record.

- F. The Board shall consult with officers and/or committees of the Association on any new or major revisions of educational policy, curriculum, or district-wide textbook adoptions which are under consideration. The Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The investigation, initiation and presentation of grievances should be carried on outside working hours whenever possible. If the Association representative must use working hours to investigate or present a grievance, the representative shall first get the permission of the building administrator and then conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.
- H. The Association building representative shall be notified by the Building Administrator or designated representative in the scheduling of professional staff meetings.

I. Association Days

- 1. There shall be thirty (30) fully paid Association days per year for the duration of this contract to be used for Association business.
 - 2. The Association has the option to purchase twenty (20) more days at the substitute teacher daily rate, plus FICA and retirement.
 - 3. No teacher can use more than five (5) days except the president.
 - 4. If the district administration requests the presence of a teacher at a meeting during the school day, the BHEA member is not required to use an Association day.
 - 5. These days shall be used subject to the approval of the President of the Association.
- J. The Board shall grant one half release time for the President of the Bloomfield Hills Education Association each year the student enrollment in the district is less than 7500 students.

ARTICLE V:

PROFESSIONAL RESPONSIBILITIES

A. Code of Ethics

The Board is aware that the Code of Ethics of the Education Profession is presently considered by the Association and its membership to define acceptable criteria of professional behavior.

The Code of Ethics is attached as Appendix E.

B. Participation

Voluntary participation in in-service and curriculum development based on personal interest and ability is a desired objective. The administration may assign an individual to curriculum development and in-service participation within the confines of the regularly scheduled school day.

ARTICLE VI:

AGENCY SHOP

A. Membership is not Compulsory

Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall coerce or discriminate against a teacher as regards such matters.

ARTICLE VII:
TEACHER RIGHTS

A. Michigan General School Laws

Nothing contained herein shall be construed to deny or restrict rights a teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. Full Rights of Citizenship

Teachers shall be entitled to full rights of citizenship and no religious activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

C. Private Life

The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as the teacher's competency and effectiveness are not impaired.

D. Personnel File Review

1. Teachers shall have the right, upon request, to examine the contents of his/her personnel file except for pre-employment information such as, but not limited to, references, closed placement file and interview forms.
2. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.
3. All communications, including evaluations by administrators, commendations and validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of such inclusion.
4. A teacher shall have the right to prepare a written response to any communication placed in his/her personnel file. The written response will be attached to the item about which the response is written.

E. Wearing Insignia

No teacher shall be prevented from wearing reasonable official insignia, pins or other identification of membership in the Association on school premises.

ARTICLE VIII:

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
- B. Arbitrarily forcing a teacher to use a specific style, technique, or procedure of instruction shall be considered a breach of academic freedom. This shall in no way usurp the prerogative of the Board in establishing district standards with respect to curriculum, textbooks and teaching tools as set forth by the Michigan School Code.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE IX:
TEACHER PROTECTION

A. Special Children

The Board acknowledges that special children may require special assistance. Whenever it appears that a student requires special assistance, the Board will take steps to provide, if needed, psychological services, social work services, speech therapy, homebound services, occupational/physical therapy, work study, teacher counseling, intensive support, learning resource center and the support of the police liaison officer.

B. Control of Classroom

The Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance and control of the classroom. A teacher may exclude a pupil from one class period at the secondary level when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. When requested, the teacher will furnish the principal, as promptly as teaching obligations will allow, a written and signed report including full particulars of the incident. A teacher may use such force as is necessary for self-protection from attack or to prevent injury to another student. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.

C. Complaints by Parent

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. If a formal complaint is filed against a teacher with an administrative agency or a teacher is sued as a result of action taken by the teacher relating to their normal scope of duties, which the Board determines was in accordance with and within the scope of the teacher's duties, authority and Board policy, the Board will provide legal counsel for the teacher with respect to such complaint or lawsuit.

D. Physical Assault Upon a Teacher

Any incidents of physical assault upon a teacher or the teacher's property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to the teacher if the Board determines that the teacher was acting in accordance with and within the scope of teacher's duties and authority and Board policy. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. Special Clothing and Safety Devices

The Board shall continue to provide in sufficient quantity, special and protective clothing and safety devices to those teaching positions that have used them in the past as required by the nature of the teaching assignment, furnished and uniformly used throughout the school system, and shall provide for the maintaining or replacement of such articles. This provision shall apply only to industrial arts, family and consumer science, science, physical education, and various craft classes.

F. First Aid, Medication, Transportation of Students

1. Staff will, consistent with federal and Michigan law, administer first aid, medication and related services necessary for a child to receive a free, appropriate public education (FAPE).
 - a. A teacher asserting, he/she is not able to provide/perform the required assistance for a child shall present the concern to appropriate administrative personnel.
 - b. When placing a student in a classroom, the educational program of the teacher and welfare of all students, including the placed student, shall be considered in determining which school personnel will provide the assistance required.
 - c. Subsections (a) and (b) above, will not be subject to the grievance procedure.
 - d. The District will provide liability insurance coverage according to Board Policy 4103.
2. Teachers providing the assistance shall receive the following assistance from the District:
 - a. Provided a copy of the student's IEPT Report, 504 Plan or health plan prior to the student entering the class or when available to the District.
 - b. Provided the appropriate training and re-training to perform the required assistance/service by appropriately trained or medical licensed personnel. A teacher may request additional training during the school year.
3. A teacher shall not be required to transport a child for any reason.

ARTICLE X:

TEACHER DISCIPLINE

A. Discipline Procedure

1. All teachers shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. The term "discipline" as used in this agreement includes administrative issued reprimands, suspensions with or without pay, or other actions of disciplinary nature.
2. The specific grounds for disciplinary action will be presented to the teacher and the Association no later than the time discipline is imposed. The teacher or Association may request that the issuance of discipline be done in-person. The teacher or the Association may inquire as to the rationale for the level of progressive discipline issued.
3. Discipline that involves the demotion or discharge of a tenured teacher or the non-renewal of a probationary teacher shall adhere to the mandates in the Michigan Tenure Act.

B. Just Cause Discipline

The following Just Cause Standards shall be adhered to by both parties.

1. Fair Notice: An employer may not discipline an employee for violating a rule or standard whose nature and penalties have not been made known. This notice does not include expected standards of professional behavior. It is intended to reference times when protocols have changed but were not communicated to staff.
2. Consistent Application: An employee may not be penalized for violating a rule or standard that the employer has knowingly failed to enforce for a prolonged period, or without prior notice. Factors including frequency, impact on students, and severity of infraction may be considerations taken when deciding on whether administrative action is necessary.
3. Due Process: An employer must conduct an interview or a hearing before issuing discipline and must take action promptly. Once assessed, discipline may not be increased unless new information comes to light.
4. Substantial Evidence: Charges must be proven by substantial and credible evidence.
5. Equal Treatment: Unless a valid distinction justifies a higher penalty, an employer may not assess a considerably stronger punishment against one employee than it assessed against another known to have committed the same or a substantially similar offense.
6. Progressive Discipline: When responding to misconduct that is short of egregious, an employer must issue at least one level of discipline that allows the employee an opportunity to improve.
7. Mitigating and Extenuating Circumstances: Discipline must be proportional to the gravity of the offense, taking into account any mitigating, extenuating, or aggravating circumstances.

C. Progressive Discipline

The following progression of discipline shall be followed.

1. Written reprimand level 1
2. Written reprimand level 2
3. One to Five Day Suspension without pay
4. Six to Fifteen Day Suspension without pay
5. Termination for probationary teachers or filing tenure charges

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize the severity of an offense may provide just cause for the acceleration of the above progression of discipline up to and including termination or the filing of tenure charges.

The appropriate level of discipline shall be at the sole discretion of the Administration provided the steps of just cause have been followed.

Nothing in this section of the Agreement shall be intended to limit the district's ability to provide coaching and counseling to any teacher in areas deemed necessary by Administration.

D. Grievance Procedure

All aspects of due process and just cause in this Article are subject to the grievance procedures, including arbitration. The only exception being the content of the disciplinary letters under Level 1 and Level 2 in subsection C (Progressive Discipline), which are not subject to the grievance process. Any discipline at any level that affects the teacher's layoff/recall rights is subject to arbitration.

E. Representation

A teacher shall at all times be entitled to have a representative of the Association present when they are being disciplined. The district shall inform the Association when a teacher is subject to a meeting that may result in disciplinary actions. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association representative and the Board or its designated representative shall arrange a meeting date and/or time at the earliest possible convenience for both parties. In no way shall this language be interpreted as to limit the Board's process of investigation.

F. Evaluation

In the event a teacher is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.

G. Paid Administrative Leave

If the District decides it is necessary to place a teacher on paid administrative leave in order to continue an investigation, the district may do so and this will not be considered discipline.

H. Personnel Files

1. **Verbal Warnings:** A verbal warning of any kind is non-disciplinary. Such a warning may be documented and retained in writing but not included in the teacher's personnel file.
2. **Teacher Review of File:** A teacher shall have the right to review the contents of all records placed in their personnel file and to have a representative of the Association accompany them in such review.
3. **Other Review:** Other examination of a teacher's personnel file shall be limited to qualified supervisory personnel and human resources staff. The exception would be if an Association representative reviews such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. In this case, the teacher shall provide written confirmation that they permit the Association to access their file.
4. **Contents:** Each teacher's personnel file may contain but shall not be limited to the following:
 - a. All original application materials
 - b. Letter of offer of position or contract
 - c. Teacher credentials
 - d. College placement material, including official transcripts.
 - e. Copies of official personnel action.
5. **Freedom of Information Act**

Teachers shall be informed as soon thereafter as is feasible if a FOIA request specific to an individual teacher is submitted for any information contained in their personnel file.
6. **Exclusions**

No professional coaching and counseling documentation shall be contained in a teacher's personnel file. A copy of any such official documentation shall be provided to the teacher.
7. **Expungement**

After two years, a teacher or the Association may request to expunge discipline or complaints contained in the teacher's personnel file. Expungement will be considered for discipline or complaints that do not involve behavior that endangers the physical or emotional safety of a student.
8. **Complaints**

In a situation where a teacher is subject to a complaint that requires investigation, the teacher will be notified. Once the investigation is concluded, and it is demonstrated to warrant some level of discipline, then the material may be placed in a teacher's personnel file provided the process as defined in Subsection E of this Article is followed.

Complaints shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

9. Teacher Response

The teacher may submit a response regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the disciplinary record or other material is released to a third party, the attached response shall also be released with it at the discretion of the teacher.

When disciplinary-related material, which includes a teacher's signature, is to be placed in a teacher's file, the signature indicates awareness, rather than agreement with the content of the material.

10. Incorrect Information

If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the employee or the Association can request the material be corrected or expunged from the file if appropriate. This is subject to the grievance process.

ARTICLE XI:
TEACHER EVALUATION

The district's teacher evaluation system will comply with Michigan law, Board Policy and Administrative Regulations.

A. Evaluation Tool and Rubric

The district will use the evaluation rubrics as outlined on the district website.

Evaluation tools shall be determined through the negotiation process between the Association and the District. Any alteration in the evaluation tools or rubric shall be mutually agreed upon by both parties.

At least two specific Professional Growth Plan (PGP) goals identified by the teacher in consultation with their evaluator shall be determined by all teachers.

Final Evaluation Rubric: A year-end evaluation form and rubric that utilizes objective criteria for 80% of the year-end evaluation determination. The other 20% will be made up from student growth.

B. Student Growth and Student Learning Objectives

20% of the year-end evaluation shall be based on student growth and assessment data or student learning objectives.

1. The student growth and assessment data or student learning objectives shall consist of measurable goals set for students that utilize available data as determined annually by the teacher and their evaluator.
2. The teacher and the evaluator shall mutually agree to at least two (2) data sets to be used for the purposes of measuring student growth or student learning objectives. The data sets must conform to the timelines listed below regarding the timing of the end of year evaluation.
3. The teacher, with mutual agreement by their evaluator, shall be allowed to eliminate data attributable to students who have unique circumstances that warrant eliminating that data.
4. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

C. Evaluation Process

1. **Classroom Observations** (that are intended to assist in the year-end performance evaluation):
 - a. Every effort will be made to notify teachers by September 30 that they will be evaluated for that school year and who their evaluator will be who will be conducting the year-end evaluation.
 - b. Each teacher on evaluation will complete a Self-Reflection Form by the third Friday in October.

- c. There shall be at least 2 classroom observations of a tenured teacher in each school year the teacher is evaluated, and at least 3 observations for all probationary teachers. At least one observation will be scheduled.
- d. A classroom observation must not be less than (15) fifteen minutes.
- e. A classroom observation shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.
- f. The teacher will be provided written feedback on that observation on the district evaluation reporting system or in another written form within ten (10) school days after the observation.
- g. The post-observation meeting shall be scheduled no less than three (3) school days after the observation, and held no later than twenty (20) school days after the observation occurred. The written feedback including lesson plan, standards addressed, pupil engagement, and other goals decided by the teacher will be discussed during the meeting.

2. **Midyear Progress Report/Individualized Development Plan**

- a. The performance evaluation system must include a midyear progress report for any teacher who is in the first year of the probationary period or who received a rating of "needing support" or "developing" in the teacher's most recent year-end evaluation. The midyear progress report must:
 - i. Be aligned with the teacher's individualized development plan (IDP); and
 - ii. Include specific performance goals for the remainder of the school year that are developed by the evaluator conducting the year-end evaluation in consultation and agreement with the teacher. This report must be a written improvement plan that includes these goals and training.
- b. Midyear progress reports, supported with at least two classroom observations, will be completed by February 1.
 - i. A Mentor teacher may be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP. Communication between the evaluator and the mentor will not be used as evidence for evaluation purposes.
 - ii. The Association shall be informed of any teacher provided an IDP for performance-based issues. The Association may participate in the IDP process, the choice of the mentor, if the teacher desires.
 - iii. Professional development shall be provided by the district to assist the teacher in meeting the goals of the IDP.
 - iv. A teacher may be put on an IDP at any time in the school year.

3. Year End Evaluation

- a. The performance evaluation system shall assign a rating to each teacher of "effective," "developing," or "needing support" based on the teacher's year-end evaluation.
 - i. The year-end evaluation determination and form shall be delivered at a meeting with the evaluating administrator and the teacher no later than April 30th of each year for probationary teachers, and no later than May 31" for tenured teachers. Extensions to this timeline for year-end evaluation determination meetings may be agreed upon between the Association and the evaluator.
 - ii. In the event there is no year-end evaluation as described above for a first-year teacher, the teacher shall be deemed "effective" per the year-end evaluation determination.
4. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
 - a. Teachers who work less than 60 days in any school year
 - b. Evaluation results are vacated through the grievance procedure
 - c. The teacher and the school district agree that there are extenuating circumstances.
5. If a teacher receives an unevaluated designation under subdivision (3), the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section. If a teacher receives a rating of "unevaluated", they will be evaluated the following year, regardless of the evaluation cycle.
6. If a tenured teacher has been rated at least "effective" for the three (3) most recent consecutive year-end evaluations, they shall be evaluated triennially. If the teacher is not rated as "effective" on one of these triennial year-end evaluations, the teacher shall be evaluated annually until receiving an "effective" rating for three (3) consecutive years.
7. An individualized development plan (IDP) shall be developed for any teacher who is rated "needing support" or "developing."

D. Rights of Tenured Teachers

1. For a tenured teacher who is rated as "needing support" on a year-end evaluation, the following options must be made available:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. A written response regarding the superintendent's findings must be provided to the teacher who requested the review by no later than 30 calendar days after receipt of the request for a review before making any modifications.

- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.
- c. A tenured teacher who receives two consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XV, Grievance Procedure.
 - i. Training on evaluation system, tools, and reporting forms: Prior to October 31, the district shall provide training to all teachers on the evaluation process and reporting forms during contractually scheduled work time.

ARTICLE XII:

LAYOFF AND RECALL

A. Reductions

Definition: A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers.

1. The District shall conduct any staffing reduction based on the department and location, using the following criteria, in order:
 - a. Teacher certification: In the absence of a teacher with appropriate certification, the District may consider the ability to obtain an appropriate permit;
 - b. Overall Evaluation Rating: The teacher with the lowest overall effectiveness rating shall be reduced first, proceeding toward the teacher with the highest Overall Evaluation Rating in the department, subject area or grade level certification. For example, reductions made at the elementary level will include all teachers currently employed, even if on leave, as an elementary teacher in any building or program, starting with the lowest Overall Evaluation Rating;
 - c. Teachers working on a terminating contract, non-certified teachers, or previously retired teachers from a Michigan public school district;
 - d. The teacher's disciplinary record within the last two years;
 - e. Gross misconduct will not be bound by the two year limitation.
 - f. Disciplinary records regarding attendance issues will be bound by the two year limit.
 - g. The teacher's length of service in a level (elementary / middle school / high school) and /or subject area including the integration of relevant special training, skills, and / or experience related to district programs. Length of service in a level (elementary / middle / high school) or subject area will include current length of service in the assignment and /or lifetime length of service in the assignment.
2. Teachers laid off shall have all insurance benefits continued and paid by the Board in accordance with the provisions in Article XXVIII until the end of the following month of the effective date of the layoff. If the layoff takes place at the end of the school year, then the teacher shall maintain all insurance benefits through August 31st of that year.

After the insurance termination date, a laid-off teacher may continue their insurance benefits in accordance with the carrier's layoff / benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

3. The District shall meet with the Association before such reductions are formally announced to discuss the layoff and recall process and to ensure it adheres to the agreed upon parameters.

B. Recall

Definition: A recall is when teachers placed on layoff become eligible to return to work in the District.

1. The right to recall expires three years after the layoff becomes effective or the total length of service with the district, whichever is less.
2. Only teachers on layoff who are qualified for a vacancy are eligible for recall.
3. For purposes of recall, the administration will consider the factors outlined in (Article 12(A)) to determine the order of teacher recall. The recall process shall be in reverse order of layoff.
4. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur. Any new certifications obtained after layoff will not be considered in the recall process.
5. Notice of recall shall be sent to the employee via certified mail to the address on record. In addition, the district will contact the teacher via the phone number on record. Once contact is made and the teacher has received confirmation of the offer, the teacher will have five business days to respond. The acceptance of or rejection of the offer may be made via phone and / or email.

Each employee on the recall list is responsible for keeping the District advised in writing of any changes concerning the employee's mailing address, personal cell phone number, and personal email address.

6. If a teacher refuses an offer of recall to a position that is equal to or greater than their previous position's FTE, it shall be deemed a voluntary resignation and shall result in forfeiture of their right of recall.
7. Teachers with no relevant special training or service time for a particular teaching assignment are not qualified candidates for the purpose of a staffing recall and will only be considered for such placement if there are no other qualified candidates.

ARTICLE XIII:

ASSIGNMENT, PLACEMENT, VACANCIES, AND TRANSFER

A. Placement

Definition: Teacher placement is the determination of the classroom teaching assignment for a teacher.

1. In order to be eligible for the teaching assignment, the teacher must be qualified and have the appropriate certification. In the absence of a qualified teacher with appropriate certification, the District may consider the ability to obtain an appropriate permit or authorization.
2. By May 1st of each year, teachers wishing to change their assignments will notify Human Resources and their supervisor of their request, with their preferred subject, grade, and/or building assignment, including their reasons for such requests.
3. Part-time teachers are those who have an FTE of less than 1.0. The FTE of a part-time teacher may change from year to year based on staffing needs. The minimum FTE is .33 unless agreed upon by both the teacher and District. A part-time teacher can be assigned to a greater FTE, up to and including full time (1.0 FTE) based on the staffing needs of the District.

B. Vacancy and Transfers

Definition: A vacancy shall be defined as a position within the bargaining unit presently unfilled, including newly created positions, as well as positions currently filled but anticipated to be open in the future for sixty (60) or more school days.

A position is distinct from an assignment.

- At the elementary level, a position is an elementary classroom teacher at a specific elementary, whereas an assignment is a particular grade level.
 - At the middle school level, a position is a middle school classroom teacher at a specific middle school, whereas the assignment is the grade level and subject area.
 - At the high school level, a position is subject specific, whereas the assignment is course specific.
 - Ancillary staff are assigned by the district rather than to a specific building.
1. A teacher vacancy may be created by the following:
 - a. Transfer of an internal teaching candidate to an unfilled position;
 - b. A leave of absence is extended beyond sixty school days;
 - c. An unplanned resignation or departure occurs which will require a substitute for sixty or more school days;
 - d. The addition of a new classroom section.

2. End of the School Year and Summer

The District will electronically notify all teachers, including those on leave, of permanent vacancy or an opening that exists at the end of the school year and during the summer in any assignment covered by this Agreement.

Positions so posted shall remain posted at least seven (7) calendar days prior to being filled. Teachers interested in a posted vacancy or transfer shall notify the district within that seven (7) day timeframe.

Any vacancy that occurs at the end of the school year or during the summer up until July 31st, shall be filled following the procedures listed in the order below.

3. Internal Candidates

- a. The top qualified internal candidates will be provided an opportunity to interview for any vacancy.
- b. The district will strongly consider an internal candidate who meets the established criteria for the position.
- c. The District shall consider the likelihood of filling any vacancy created by the selection of the internal candidate and the impact such vacancy will have on the instructional program.
- d. The internal candidate or the Association may request and shall be provided a written explanation of why the candidate did not meet the criteria for the position.

4. External Candidates

- a. A selection of teachers located in the building or department for which the vacancy exists shall be offered to be part of the interview process subject to administrative discretion.
- b. If the position is not filled externally before the beginning of the school year, the top internal candidate who was initially not selected shall be considered for the position.
- c. After August 1st and During the School Year
Any vacancy that occurs on or after August 1st, and prior to second semester, shall be posted unless approved by the District.

5. Unfilled Vacancy

In the absence of a qualified candidate, the District, in consultation with the Association, may select a candidate who best demonstrates the following:

- a. Ability to obtain temporary or alternative credentialing to be qualified for the position
- b. Commitment to the profession of teaching
- c. Commitment to the school community

If a permanent vacancy or opening is not filled by the procedures set forth in the Agreement, the District may hire a temporary employee on a terminating contract until the position can be filled.

6. Involuntary Position Transfers

The administration has the authority to make an involuntary transfer. Involuntary transfers shall be carried out in the best interest of students and staff. If a teaching position or program is being reduced or altered in a way which would result in transfers, the District will share such changes with the Association and those affected teachers would be notified by Administration. Administration will strongly consider each teacher's request concerning the involuntary transfer and shall use the guidelines in Section 3 above to make the determination.

In the event an involuntary transfer occurs after the start of the school year, the Administration shall offer to meet with the affected employee and a representative of the Association prior to effecting the transfer to discuss the reasons for the action.

7. Professional Development and Training

A teacher involuntarily transferred shall be offered necessary and relevant training to perform all duties and responsibilities of the position, and may be provided a mentor at the discretion of the District.

ARTICLE XIV:

ANCILLARY STAFF

- A. This article applies exclusively to bargaining unit members whose employment is not regulated by the Teacher Tenure Act, MCL 38.71 et seq., (i.e. social workers, psychologists, occupational therapists, physical therapists, and counselors and speech pathologists that do not hold a valid teaching certificate with a counseling or speech and language endorsement. For the purpose of this article, the Ancillary Staff members are referred to as “teachers.”

1. Qualifications

School social workers, psychologists, speech pathologists, occupational therapists, and physical therapists must meet the qualifications established by the State Board of Education in the applicable administrative rules and other applicable state and federal laws. A guidance counselor is required to have a counseling endorsement for the grade level of the assignment. A master's degree in guidance and counseling, or an equivalent counseling master's degree from an accredited college or university, is preferred.

2. Performance Concerns

The Association recognizes that abuses of temporary leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violation of discipline by a teacher reflect adversely upon the other teachers, and/or the teaching profession, and create undesirable conditions in the school building. Such abuse may be brought to the attention of the Association Building Representative. If the abuse is continued, the teacher shall be subject to appropriate discipline.

3. Association Representation

The teacher shall be entitled to Association representation and the Association shall be contacted in the event of any disciplinary action which involved more than a written warning that is related to violation, misinterpretation and/or misapplication of any provision in this Agreement, if the teacher so requests.

4. Just Cause Discipline

No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure in Article XV. All information forming the basis for disciplinary action shall be made available to the teacher. This information can be made available to the Association, with the teacher's approval.

5. Videotaping

Teachers will be videotaped for purposes of evaluation or demonstration only with their prior knowledge and consent. The conditions under which a demonstration videotape is made shall be agreed to between the parties prior to the beginning of the taping.

Where a written release is required on request, the teacher shall sign the release before the taping is started.

6. Complaints by Parent

No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. If a question of breach of professional ethics is involved, the Association shall be notified, if the teacher so requests.

7. Leaving the Building

If this privilege of leaving the building is abused, the Building Administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. If the abuse is continued, the teacher shall be subject to appropriate disciplinary action.

ARTICLE XV:

GRIEVANCE PROCEDURE

A. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Proceedings shall be kept as informal and confidential as may be appropriate. Full and free communication between the principal or the supervisor and the teacher is not to be inhibited by the injection of any third party or Association representative unless formal grievance procedures are contemplated or formal disciplinary action by the principal or supervisor is anticipated.

B. Definitions

1. "Grievance" is a claim based upon a teacher's, group of teachers', the Association's or the Board's belief that there has been a violation, misinterpretation or misapplication of any provision in this Agreement.
2. The "Grievance" procedure shall not apply to any matter which is prescribed by law.
3. An "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the claim and any person who might be required to take action in a claim, or against whom action might be taken in order to resolve the claim.

C. Who May File A Grievance

A grievance may be filed by an aggrieved teacher. A grievance may be filed by the Association whenever the grievance applies to more than one building and/or a group of teachers with a common complaint has requested such action of the Association.

D. Processing Grievances

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. If either party finds it impossible to meet the maximum number of days indicated at any of the steps, then that party shall give the other party written notice that a five (5) school day extension is necessary to prepare the case for the next hearing. As soon as a party discovers that the time limits provided hereinafter have been violated, then that party shall so notify the delinquent party. After notification, a five (5) school day "grace" period shall commence. Failure to respond within the maximum number of days indicated at any level (plus the five (5) school day "grace" period extension) shall result in the delinquent party losing the grievance. The time limits specified may, however, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

1. Level One

- a. Discussion with Immediate Supervisor or Principal: A teacher with a grievance shall first discuss it with his/her immediate supervisor or principal. The meeting will be held within twenty (20) school days from the time of the incident over which the teacher is aggrieved or has reasonable ability to have knowledge of the incident. At his/her option, the teacher may invite an Association representative to be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally. However, the teacher will assure the principal (supervisor) that the topic under discussion is, in fact, a grievance. Where the object of a grievance is an ongoing (continuing) violation, misinterpretation or misapplication of any provision in this Agreement, then the above time limits shall not apply.
- b. Initiating Grievance at Level Two: Upon mutual agreement between the Association and the Board, a grievance may be initiated at Level Two. The grievant must notify the immediate supervisor that such a request will be made prior to making the request.

2. Level Two

- a. Written Grievance: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievance may be filed in writing with the Association or its representative within five (5) school days after the decision at Level One.
- b. Referral to Assistant Superintendent for Human Resources and Labor Relations: If the Association decides either that the grievance lacks merit or that the decision at Level One is in the best interests of the educational system, it shall so notify the teacher and the Assistant Superintendent for Human Resources and Labor Relations in writing within five (5) school days, and the matter, insofar as the Association is concerned, is terminated. If the Association decides that, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Assistant Superintendent for Human Resources and Labor Relations within five (5) school days.
- c. Meeting Within Five School Days: Within five (5) school days after the Assistant Superintendent for Human Resources and Labor Relations receives a grievance, the Assistant Superintendent for Human Resources and Labor Relations and/or the appropriate instructional administrator shall meet with the aggrieved teacher and a representative or representatives (maximum five) of the Association in an effort to resolve the grievance. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing.
- d. Grievances Filed By Board: All grievances filed by the Board shall commence at this Level. If the Board files the grievance, then the Board becomes the moving party and the Association becomes the responding party. The Board shall file the grievance by sending notice, in writing, to the President of the Association. The appropriate Association committee, including the President, shall then arrange a meeting with the Superintendent within five (5) school days after receipt of the written grievance in an attempt to resolve such grievance.

3. Level Three

- a. Request for Arbitration: If the grievance is not settled at Level Two, either the Board or the Association may, within twenty (20) school days after the date of the written decision at Level Two, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice on an Arbitration Demand Form delivered to the other party.
- b. Mutually Acceptable Arbitrator: Within five (5) school days after the date of a written request for arbitration, the Assistant Superintendent for Human Resources and Labor Relations and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, either the Board or the Association may, within ten (10) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
- c. Decision of Arbitrator: The arbitrator shall hear the grievance and shall render a written decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree that the award of the arbitrator shall be final and binding.
- d. Authority of Arbitrator: The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement.

The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

- e. Termination of Probationary Teachers Not Subject to Arbitration: The termination of probationary teachers shall not be subject to arbitration.
- f. Teacher Tenure Act v. Arbitration: The arbitrator will have no authority to decide any matter regarding discipline or dismissal of a teacher where an appeal has been filed pursuant to the Michigan Teachers' Tenure Act and the Tenure Commission has assumed jurisdiction of the matter.

A teacher shall not have multiple methods of seeking redress in a matter and is restricted to a choice of appealing to the Tenure Commission or having the Association file for arbitration, but not both.

Upon receipt of the Board of Education's decision after the local hearing, as provided for in the Michigan Teacher's Tenure Act, a tenured teacher may elect to appeal the decision to

the tenure commission or file a grievance at Level Two, but not both. The grievance must be filed within thirty (30) days from the date of the Board of Education's written decision.

- g. **Arbitrator's Fees and Expenses:** The arbitrator's fees and expenses (including per diem, travel and subsistence expenses, if any) shall be paid according to this formula:
 - i. The losing party shall pay one hundred percent (100%) of the cost.
 - ii. In the event neither party is clearly defined as the losing party by the arbitrator, then all of the arbitrator's fees and expenses shall be shared equally by the two parties.
 - iii. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

E. Rights of Teachers to Representation

1. **Representation by Someone Other Than the BHEA:** The grievant may be represented at all stages of this grievance procedure by a person of the teacher's own choosing, except that the teacher may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be given advance written notice and shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice shall be given to the other party in advance if counsel is to be present.
2. **Individual Presentation of Grievance Through Step Two:** An individual teacher may present a grievance and have the grievance adjusted through Step Two (excluding arbitration) without intervention of the Association, if the adjustment is consistent with the terms of this Agreement. The Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.
3. **General Provisions**
 - a. **Proceedings Private Until Decision Reached:** During the pendency of any proceedings and until a determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
 - b. **No Reprisals For Participating in Grievance Process:** There shall be no reprisals by administrative personnel against any party, the Association Representative, or any other participant in the grievance procedure for participating in the grievance process. The Association agrees there shall be no coercion or reprisals against any member of the Board or Administrative personnel.
 - c. **Grievance Documents Filed Separately:** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
 - d. **The Board May Process Grievance At Next Level:** Level One of this grievance procedure may be passed to the next level for any reason as determined by the Board or its

representative (e.g., no authority to make the judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above levels.

- e. Handling Grievances on Non-work Time: It is assumed that grievance problems will be handled at times other than when the teacher is at work, and that members of the Association and the Board will be present to process grievances promptly.
- f. Preservation of Association Right to Be Present at Grievance Steps: If a teacher pursues the grievance without Association support as prescribed in Level Two, the right of the Association to be present and to present a view at hearings in Levels Two and Three is preserved. The Association is also to receive copies of written decisions at all Levels. The Board shall send the Association advance written notice of all such hearings.
- g. Association Commencement of Grievance at Level Two: If more than one teacher has a similar complaint which has been individually discussed as provided in Level One, the Association may file a grievance to be commenced at Level Two, in lieu of individual grievances.
- h. Grievance Filed After May 15: The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- i. Presence of Grievant: If the employee elects to be represented, the grievant may still be present at any level of the grievance procedure where the grievance is to be discussed. The aggrieved need not be present where it is mutually agreed to that no facts are in dispute, and that the sole question is the interpretation of this Agreement.
- j. Grievance Not to Interfere with Management Responsibilities: The filing of a grievance shall not interfere with the right of the Board to carry out its management responsibilities, subject to the final decision of the grievance.
- k. Payment of Interest: Where the object of a grievance is money and/or services withheld and the final decision results in restoration of said monies and/or monies equivalent to services withheld, the losing party shall pay interest on the money according to the following formula:
 - i. One (1) percent per month when the amount is one hundred dollars (\$100) or more per individual.
 - ii. No interest is to be paid when the amount is less than one hundred dollars (\$100) per individual.
 - iii. In computing the interest, the time involved shall be rounded off to the nearest full month.
 - iv. In computing the interest, the time involved shall begin with the date the grievance is filed and end with the date of the final decision.

- v. The parties shall be held harmless due to inadvertent errors (such as computer or clerical errors).
- l. Consent to File Grievance: The Association is prohibited from processing a grievance for an employee or group of employees without the consent of the individual(s) concerned.
- m. Conflicting Decisions: Grievance decisions with individual employees which appear in conflict with this Agreement may be aggrieved by the Association beginning at Level Two.

ARTICLE XVI:

PHYSICAL TEACHING CONDITIONS

- A. The availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B. Physical Environment

1. **Safe Environment:** To protect the health, welfare and safety of students, the Board shall observe and maintain all state and local codes and laws. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal. Teachers shall not be required to work under unsafe or hazardous conditions not of their making or to perform tasks which endanger their health, safety or well-being.

Each teacher will be assigned a classroom or appropriate teaching area and adequate storage space for instructional materials.

If a problem exists it will be resolved between the building administrator, the teacher involved, and the Association representative.

2. **Telephones:** Telephones shall be available for teacher use, for professional and/or emergency purposes. Work space and computers or access to computers will be provided for special education personnel who are responsible for writing reports.
3. **Parking:** Adequate off-street paved parking facilities shall be provided and properly maintained and reserved for teacher use.
4. **Equipment:** The Board agrees to make available, on a reasonable basis for the exclusive purpose of preparation, duplication, or reproduction of classroom instructional material, its typing, duplicating, and reproducing equipment. Wherever possible, or practicable, as determined by the building administration, clerical personnel shall be made available for the duplication or reproduction of written tests, work sheets, study sheets, maps, and transparencies.
5. **Texts and Materials:** The Board agrees to continue to provide the following: copies of approved texts and/or teaching and student materials used in courses teachers are to teach. However, in the absence of the materials required to teach an objective, that objective may be modified. This decision will be made by the instructional staff involved subject to the approval of the appropriate administrator.

ARTICLE XVII:

TEACHING HOURS AND LOADS

A. Increase in Length of School Day

The parties have agreed that if the Revised School Code requires an increase in instructional hours, the parties agree to negotiate on the method for bringing the District into compliance. If required, the parties agree that the length of the school day and/or teaching clock hours will be increased, as necessary, to meet the requirements of the Revised School Code.

B. School Day

1. Teachers

The normal school day for teachers will be a total of seven (7) hours and twenty-five (25) minutes, including up to 320 teaching minutes (an average of 320 minutes per day. The seven (7) hour and twenty-five (25) minutes of work shall be performed on site. Teachers shall report no less than ten (10) minutes before the school day to be prepared for the safe arrival & to be prepared for the instructional day. Teachers may leave five (5) minutes after the completion of the student day, ensuring the safe dismissal of students. Exceptions can be agreed to between administration and the teacher.

Teachers shall use designated work time before or after student day to plan and prepare, collaborate with colleagues, or be accessible to students.

2. School Counselors

The normal school day for school counselors will be 7 hours and 25 minutes, including a duty-free lunch period. Responsibilities include promoting all students' academic, career, and social/emotional needs on school property as well as other building responsibilities as assigned by the principal. School counselors will not receive a preparation period.

School counselors are required to perform the supplemental duties specified in Article XVII Section F. School counselors are also required to attend parent- teacher conferences and will be provided adequate release time for this purpose in accordance with Article XVII, Section J - Parent - Teacher Conferences. (The compensation time provided for teachers is also provided for school counselors who attend the after school and evening parent-teacher conferences).

3. Compliance

If teachers fail to comply with these times, the building administrator may bring it to the attention of the teacher. Repeated abuse will require written communication to the teacher involved. Circumstances may call for variations from this schedule, but the time intervals in the various schools will be on a continuous basis and not exceed the limits indicated.

C. **Teacher Lunch Period**

A duty-free, uninterrupted lunch period shall be provided as follows:

- | | | |
|----|---------------|------------|
| 1. | High School | 25 minutes |
| 2. | Middle School | 30 minutes |
| 3. | Elementary | 35 minutes |
| 4. | Wing Lake | 35 minutes |

D. **Teaching Load**

The normal teaching load will be as follows:

1. **Normal Full Week**

The normal full week for all teachers shall not exceed twenty-six hours and forty minutes of teaching clock hours (an average of 320 teaching minutes per day). In the elementary school, included in twenty-six hours and forty minutes of teaching clock hours are eating in the classroom with students. Student arrival and dismissal, bus supervision, and duty assignments (i.e. supervision of recess on a rotating basis) are not included in the teaching clock hours. Wing Lake Satellite Programs: The normal full week of teachers assigned to the Wing Lake Satellite Programs shall not exceed thirty hours and fifty minutes of teaching clock hours.

2. **Recess Duty**

If teachers are assigned duty, then administrators will schedule teachers for recess duty on a rotating basis according to the following prioritized criteria:

- a. Solicit scheduling input from teachers.
- b. Schedule staff who are currently teaching less than a weekly average of 320 minutes per day. Teachers should not be assigned recess duty on a day when their teaching time exceeds 320 minutes.
- c. Assign BHEA certified staff on a rotating basis.
- d. On a day when the permanent building sub is not assigned, he/she will have recess duty.

Teachers who are assigned a duty during the school day shall not have their preparation period run concurrently with said duty.

3. **Teachers to be Available Before and After School**

It is expected that teachers will be available to students before and after school on a need basis; this time is not part of the twenty- six (26) hours and forty minutes of teaching clock hours. Teaching responsibilities include time between classes.

4. **Middle School (grades 6-8)**

In the middle school, block teachers will, in grades 6 through 8, be scheduled daily for one (1) preparation period and one (1) team- planning period. Teachers of non-block classes, in grades

6 through 8, will be provided with one (1) preparation period on a daily basis. Any additional unscheduled time within the normal school day may be used as instruction team planning time unless otherwise scheduled.

Middle school elective teachers in grades 6 through 8, excluding special education staff, may be provided with a team-planning period contingent on budget, enrollment and program needs as determined solely by the administration.

School Consolidation

In the event of school consolidation which changes the configuration of elementary and middle schools, teachers in grades 4 and 5 will be considered as elementary teachers with respect to this article.

5. High School

a. Six Period Day

In the high school, there will be a five-period teaching assignment in a six-period day.

b. Seven Period Day

In a seven-period high school day there will be a five-period teaching assignment. In the seven-period day each full-time teacher will have an additional 25-minute daily assignment for the school year or a fifty- minute daily assignment for one semester.

Duty Assignment

The twenty-five (25) minute assignment for full-time teachers will be professional in nature, i.e., departmental labs, department head responsibilities, advanced placement responsibilities, G.T. coordination, curriculum development and/or special projects. These examples are not all inclusive. The Association acknowledges that teachers have a responsibility to regulate student conduct and protect all students on school property. Because of this necessity, principals may have supervisory assignments for which teachers may volunteer as their twenty-five-minute assignment. If there are not enough volunteers, these assignments will be rotated among the available teachers during the semester and/or year.

Full-time teachers may request a fifty-minute duty assignment in lieu of the twenty-five-minute assignment. Requests must be made to the principal by May 1.

c. Block Schedule - Seven Period Day

High school teachers teaching in the block schedule will teach six (6) out of seven (7) block classes, not to exceed class size maximum per Article XVIII.

d. Block Schedule – Eight Period Day

Effective with the 2012-13 school year, the high schools will have an eight (8) period day. The teaching schedule will consist of the following over the normal two-day block schedule:

- i. Teachers will teach five (5) academic periods and one advisory period, or at the option of administration, the teachers will teach six (6) academic periods.

- ii. Teachers will have one 90-minute individual preparation period over the normal two-day block schedule and one flexible preparation period. However, all teachers will not necessarily have a preparation period every day.
- iii. The use of the flexible preparation period will be determined by administration, after consultation with the teacher.
- iv. See Appendix F regarding the administrative guidelines for the block schedule, including the use of the flexible preparation period. The guidelines in Appendix F are not part of the contract.

7. Creative Arts and Instrumental Music Teachers

Creative arts teachers in the areas of elementary art, vocal music and physical education shall have no more than twenty-six hours (26) and forty minutes of instruction assigned during the normal school week. (Teaching responsibilities includes time between classes.)

Media Center Specialists shall be assigned no more than 1,280 minutes of instruction time per week.

Scheduling considerations will be given to those teachers who are assigned more than two buildings. Every attempt will be made to have creative arts teachers in no more than two buildings and instrumental music teachers in no more than four buildings.

2. Preparation Periods will be as follows:

a. Middle School and High School

Teachers will have a preparation period each day in the middle school.

In the high school, teachers will have a preparation period each day when teaching a non-block schedule as provided in (D)(5)(a) & (b) of this article.

Block Schedule: The preparation period for high school teachers in the block schedule will occur over a two-day period of time. (See Article XVII (D)(5)(c) & (d)).

b. Elementary

Preparation time will be a minimum average of five (5) hours per normal work week (5 days) plus the duty-free lunch period. Although the minimum average preparation time is five (5) hours per normal work week, the goal is to provide an average of 5 ½ hours of preparation time per normal work week. The principal and staff at each elementary building will develop the preparation time schedule for that building.

The increase in preparation time shall not cause a reduction in instructional time with students. The preparation time schedule is subject to the approval of the Assistant Superintendent for Learning Services or other designated administrator.

Preparation periods for the elementary teacher will occur during the student day and will be

achieved by creative arts teachers taking over classes for instruction in their particular area and by any combination of the following:

- i. By the rotation of morning and/or afternoon recess duties with other teachers. Scheduling shall be subject to the principal's approval.
- ii. By the rotation of duties in student lunchroom.
- iii. This list is not all-inclusive.

3. Elementary Team Planning

Elementary classroom teachers shall be released a minimum of 21 hours per school year for the purpose of team planning.

The principal and staff at each elementary building will develop team planning time schedules. The team planning schedule shall not cause a reduction of instructional time with students.

The team planning time schedule is subject to the approval of the Assistant Superintendent for Learning Services or other designated administrator.

Release time for team planning is in addition to preparation time provided elsewhere in this Agreement.

4. Elementary Creative Arts Preparation Period

Elementary teachers of creative arts such as music, art, physical education, media specialists, school social workers, school psychologists and other non-classroom teachers, will be provided their preparation periods during the student day, including at least one continuous 30-minute preparation period per school day.

Creative arts teachers will be provided one preparation period of 45- consecutive minutes per day, when possible.

5. Other Staff

Teachers of music, art, cooperative education, media specialists, speech therapists, reading consultants, school social workers, and school psychologists, and all special education teachers shall be provided with preparation time to the same extent as other teachers in the District.

Teachers serving more than one building will not normally be required to travel on their preparation time. These teachers will recognize only one level of contractual day, not to exceed 7 hours and 25 minutes.

6. Elementary Administrative Scheduling of Creative Arts

The elementary building administration shall schedule the creative arts subjects so that these special subject classes shall be spread throughout the five days of each full week in the most equitable manner possible. Elementary Specialists teachers shall not be scheduled for more than forty-five (45) sections per week.

E. Meetings

Building, department, curriculum and/or system-wide meetings will only be called when necessary to the efficient functioning of the program of the school, with said meetings falling within the normal school day for teachers. Extensions of meetings beyond the normal school day will be by mutual consent.

Teachers will be provided the opportunity to participate in the development of in- service programs.

F. Supplemental Duties

1. The teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
 - a. Attending faculty meetings. Faculty meetings will be scheduled by the building or program administrator. Upon request, the administrator will meet with one or more representatives of the Association and discuss the staff meeting schedule. The Association representative(s) may make suggestions and provide input regarding the staff meeting schedule.
 - b. Curriculum night.
 - c. Sponsoring one student activity per year beyond the normal school day for Middle School and High School teachers, if requested by the building principal.
2. Participation by teachers in activities of the school that are attended by the public, such as PTO/school events is desirable and shall be vigorously encouraged by the Association.
3. Itinerant teachers will not have more supplemental duties than a non-traveling teacher assigned to one building.

G. Teacher Responsibility

Teachers have a responsibility to regulate the conduct and protect all students on school property. Under usual circumstances, teachers will be available immediately before and after school in their classroom to assist students.

All teachers and administrators share a responsibility for the movement of students within the building.

H. Non-Teaching Duties

Teachers shall not be assigned the following non-teaching duties:

1. Supervision of playgrounds before and after school.
2. Collecting money from students for non-educational purposes (except United Foundation, pictures and insurance).
3. Preparing form letters to parents and other similar clerical functions.

The distribution and inventory of books and supplies, except in their classrooms.

The Board will make every attempt to employ substitute teachers to replace art, gym, library and music teachers who are absent or are removed from regular duties for other school functions.

I. Leaving the Building

Upon request in emergency situations, or for purposes that cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day other than at times when the teacher is directly involved in the instruction of children and providing the teacher's absence from the building does not interfere with the normal operation of the school.

Teachers are permitted to leave the buildings during the lunch period provided that they return no less than five (5) minutes before classes resume.

J. Parent/Teacher Conferences

1. Schedule: Elementary, Middle School and High School Parent/Teacher Conferences

Fall conference shall be a combination of virtual and in-person options. Spring conferences will be virtual. Building staff will work with administration in determining virtual and in-person designated evenings/times. Conferences shall be scheduled as follows:

- a. Fall: Two (2) evenings
- b. Spring: One (1) evening

2. Evening Conferences

Evening conferences will be scheduled for a three-hour block of time each evening. When parent/teacher conferences are scheduled outside the normal working day, the Board shall schedule one-half (1/2) day of compensatory time off for each evening session, after consultation with the affected teachers.

3. Elementary Meet the Teacher

Each year during BHS Welcome Back Week, elementary buildings will host a "Meet the Teachers Night" in order to introduce parents and students to their teachers and school. The date of this event shall be determined each year by the calendar committee. Building administration and building representatives will work together to determine the schedule so that individual teachers are scheduled for no more than one hour and that the start time for any teacher is not beyond 6:00 pm.

K. In-service Days

One annual in-service day will be provided for each teacher, subject to the approval of the building principal, based on the criteria below. An in-service day may be used to attend an assignment-related conference, workshop or to make a school visitation. A substitute will be provided by the District, plus a maximum of \$150 per teacher per year for conference expenses. A maximum of 1/3 of any middle school or high school department or elementary school staff will be released at the same time. This day may not be used before or following a holiday or during parent conference times. The teacher will prepare the District conference report form following the conference.

First consideration for conference attendance will be given based on earliest date of application. Additionally, special consideration will be given to unified arts/elective teachers and support staff.

L. General Education Release Time

The Board and the Association recognize the need for the involvement of General Education teachers in IEPCs and METs. Every effort will be made to hold these meetings on released time.

M. Modification of Provisions

No departure from the provisions of this Article, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.

N. Procedures Manual for Special Education

The Board agrees to provide a procedures manual covering special education; and further agrees that as changes occur in the State or Federal rules and regulations that procedural changes will be issued in writing.

O. Travel Time

In the event a teacher is required to travel between buildings, travel time will be considered as the weekly schedule is developed. Travel time will be counted as part of the teacher's paid time. Travel time will be determined by utilizing an online travel time calculator, such as Google Maps or Waze, and adding five (5) minutes on each side of the trip total. Trip time + 10 minutes = allotted travel time.

P. Building In-Service Activities

Up to one-half day per year release time for in-service purposes may be requested for each school facility. The request for release time shall normally be made sixty calendar days in advance of the in-service date to the Superintendent and is subject to prior approval of program and date contingent on district operations.

Q. Reduced-Year and Non-Compensable Leave - Wing Lake

1. The staff of the Wing Lake Developmental Center may elect a reduced year on a rotating basis with the following stipulations:
 - a. Based on seniority earned at Wing Lake, the two teachers with the most seniority will be offered this option. If either or both reject the option, the option is then offered to the next teacher(s) on the seniority list, and the original two drop to the bottom of the eligibility list. The remaining teachers are offered the option without losing their position. A response accepting or rejecting the option must be made to the building administrator by March 1.
 - b. Those individuals who are approved for the reduced-year option will complete the current school year and return to Wing Lake on the date that regular educational programs open for the succeeding year.
 - c. No more than one teacher per classification is eligible at the same time.

- i. Classroom Teacher
 - ii. Ancillary staff (SSW, Psychologist, OT, PT, etc.)
- d. The Assistant Superintendent for Human Resources and Labor Relations will be notified, in writing, by April 1 of the teachers electing the option. Summer replacements that may be hired are as other short- term leave replacements.
2. A non-compensable leave of up to ten (10) days may be taken by Wing Lake staff, which may be taken in conjunction with a scheduled school recess.

Prior administrative approval of at least two (2) weeks is required, as is the guarantee that a temporary replacement can be secured. The replacement requirement may be waived by the administration.

There shall not be more than two non-compensable leaves per year, with the minimum leave being three (3) days.

R. In-service/Orientation Days for New Staff

All newly hired staff are required to attend two district provided in-service/orientation days during their first twelve months of employment. The days will be scheduled by the District. The days are in addition to the teacher work days and professional development days which are incorporated in the school calendars.

S. Teacher Workday-Friday of Welcome Back Week

When the Friday during Welcome Back Week is scheduled as a Teacher Workday (preparation day), it shall be designated as in-building optional. It is the understanding that this day is designed to provide teachers with time to prepare for the start of the school year and that teachers will use the time to appropriately prepare. Teachers shall be accessible throughout the workday. Staff meetings will not be scheduled on this day.

T. Access and Use of Elementary Classroom Teachers Supply Budget

- 1. The supply budget shall be made available no later than September 15 of each school year. If administration is not able to meet this timeline, it shall inform the staff when it expects to have the budget available. Elementary classroom teacher supply budgets will be consistent across the district unless mutually agreed upon by the BHEA and District.
- 2. Teachers may select materials in accordance with district procurement procedures or may be reimbursed for approved out-of-pocket purchases, provided proper documentation and receipts are submitted.
- 3. All purchases must be for use in the teacher's assigned classroom and directly benefit student instruction. Purchases are the property of the district and will stay with the assigned classroom rather than the teacher.

U. **District Leadership Stipends**

Available positions are outlined below. All positions might not be filled each year.

Department Chair

Each position is paid a stipend of \$3,000. Multiple teachers may share a single stipend with administrative approval. In lieu of the stipends listed above, teachers may be provided with release time or a reduced caseload.

1. **K-12:**

Up to one position is available in each of the following departments:

- a. Physical Education
- b. Health
- c. Career Education/CTE/PLTW/Tech Design/STEAM
- d. Media Specialists
- e. School Psychology
- f. Social Work
- g. Speech Language Pathology

2. Up to two positions are available in each of the following departments:

- a. World Language
- b. Visual Arts
- c. Performing Arts

3. **K-5:** Up to one position for each grade level and up to one position for Special Education. Developmental Kindergarten and Kindergarten are a combined position.

4. **6-8:** Up to one position for each of the following departments:

- a. English Language Arts
- b. Mathematics
- c. Science
- d. Social Studies
- e. Counseling
- f. Special Ed

5. **9-12:** Up to one position for each of the following departments:

- a. English Language Arts
- b. Mathematics
- c. Science
- d. Social Studies
- e. Counseling
- f. Special Ed

The terms for the department chair and grade level positions will be for no greater than three (3) years. A posting (via email) shall be used to announce the opening of a position. The administration will review and conduct interviews of interested candidates. Consecutive terms are permissible. If the administration determines that they desire to post the position prior to the termination of the three

(3) year term, they will inform the current teacher in the position and post the position described above. The positions will be posted every 3 years beginning in the 2025-2026 school year. If a position needs to be filled during the three-year timeframe, it will be for the remainder of the term.

V. Teacher on Project

The Learning Services Team may identify teachers to lead specific projects that benefit curriculum development, enhance student learning, or deepen instructional practices. The Teacher on Project will develop a work plan with the Learning Services Team and report directly to LST.

1. Each position is paid a stipend of \$3,000.
2. Limited to assignments lasting one year or less though may be renewed.

ARTICLE XVIII:

CLASS SIZE

A. Exceptional Students

The parties recognize that children having special physical, mental, and emotional conditions or needs may require specialized classroom experience and/or specialized help. If possible, special attention will be given to reducing class size where special students are placed in a regular classroom. In addition, school psychologists, school social workers and speech pathologists will be available as needed, as determined by the BIT and/or the State Rules and Regulations. These services will be scheduled at all buildings on a regular basis.

B. Work Stations

For instruction requiring specialized facilities, the available work stations shall control when that number is less than that provided below.

C. Elementary

The objectives for maximum elementary class sizes shall be:

Kindergarten - 1st grade	26
2nd & 3rd grades	28
4th - 6th grades	29

1. When a class reaches one student over the recommended maximum, the District shall assign a one-half (1/2) time aide to assist the teacher.
2. When a class reaches three students over the recommended maximum, the District shall assign a full-time aide to assist the teacher.
3. When a class size continues to increase, the District will act to remedy the situation before the class size exceeds the maximum by four (4) students.
4. The recommended maximums shall be reduced by one student in combination grade level classes.
5. Planning for a reduced day for individual first grade students during the first two weeks of school shall be encouraged in all elementary schools.
6. No teacher shall be required to use a paraprofessional against his/her wishes. If the teacher elects not to use an aide, a meeting will be held to plan for other possible assistance. The Assistant Superintendent for Learning Services and a representative appointed by the Association will meet with the teacher and the building administrator to determine the nature of this assistance.

Once agreement is reached concerning class size and an assistance program, this agreement will be written and signed by the teacher and the principal. The agreement will not be changed unless done by mutual agreement, except in a situation in which class size no longer calls for additional assistance.

D. High School

The maximum number of students in a teacher's classes during the term of this Agreement shall be:

English	*175/day or a maximum of 30 in any class
Language	*175/day or a maximum of 32 in any class
Art	*175/day or a maximum of 32 in any class (or as facilities permit to implement program)
Swimming Pool	175 per instructor
Special Education	As law states
Math, Business, Social Studies	*175/day or a maximum of 32 in any class (except typing)
Science, Drafting	*175/day or a maximum of 32 in any class (or as facilities permit to implement program)
Physical Education	45 per class period
Typing, Computer	as facilities permit to implement program
Industrial Arts	as facilities permit to implement program
Family/Consumer	as facilities permit to implement program

*Block Schedule: Due to the irregular meeting period of high school block schedules, the daily maximum will be determined by totaling the number of students assigned to each section that is part of the teacher's workload. (The workload is determined over a two-day (block) period of time). The 175 student caseload includes the student advisory period and/or a 6th academic period assigned to a teacher.

E. Middle School

The maximum number of students in a teacher's classes during the term of this Agreement shall be:

English, Social Studies, Math, Business (except typing), Language	168/day or a maximum of 30/class period
Science and Art	168/day or a maximum of 30/class period (or as facilities permit to implement program)
Physical Education	45 per class period
Typing, Computer, Industrial Arts	as facilities permit to implement program
Family/Consumer	as facilities permit to implement program

F. Exceeding Class Size

If a specified limit set forth in sections D & E above is exceeded, the teacher will receive a \$200 stipend for every student above the threshold per semester.

Enrollment on the fall count day will be used to determine eligibility for semester 1. Enrollment on the 3rd Wednesday of second semester will be used to determine eligibility for semester 2.

A teacher assigned a virtual class will receive \$100 per student, per semester, for each student

above the contractually stated class size maximums in Article XVIII, section D & E of the BHEA Master Agreement.

G. Special Programming

The maximum class size in courses identified as Multi-Tier System of Support (MTSS) Level 2 or Self-Contained Levels 2, 3, or 4 shall not exceed twenty-five students.

H. School Counselors

1. Counseling Load

The maximum number of students in a counselor's load during the term of this Agreement shall be:

- a. Middle School 375
- b. High School 350

If at any time the specified limit set forth above is exceeded by more than twenty-five (25) students, the involved principal, the involved counselor, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation.

I. Secondary Subject Area Preparations

Whenever possible, and then only with teacher consultation, teachers will not be assigned more than three different subject area preparations at the secondary level.

J. Less Than Full Time Teaching Schedules

Those teachers who teach less than full-time shall have a pro-rata schedule based on the full-time equivalent.

ARTICLE XIX:

TEACHING ASSIGNMENTS

A. Regular Teaching Assignments

1. Change in Assignments

Teachers who will be affected by a change in grade assignments in the elementary school grades, and by changes in the subject assignment in the secondary schools will be notified and consulted by their principals prior to the closing of school, whenever possible. Teacher preferences will be considered. If a change is necessitated, the teacher will be notified by the principal or designee as soon as it is determined that a change will be made.

Whenever possible, classroom teachers will be notified at least one (1) week prior to the beginning of each semester of a building transfer. This provision is not applicable to itinerant staff.

B. Substitute Teaching Assignments — FRONTLINE/AESOP

1. The Board will maintain a list of substitute teachers. Teachers are required to log an absence in Frontline/AESOP or its equivalent, as soon as they are aware of their unavailability for work. Once a teacher has reported unavailability, administration is responsible for arranging for a substitute teacher.
2. Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. Teachers who do accept this responsibility shall be compensated at their hourly rate.

ARTICLE XX:

SALARY SCHEDULE

(SUBJECT TO THE REVISED SCHOOL CODE, MCL 380.1250)

A. Basic Salary Schedule

The basic salaries of teachers are based on a 186-day work year and set forth in Section I below. The Salary Schedules shall remain in effect during the term of this Agreement. The basic salaries are subject to the requirements and provisions of the Revised School Code, MCL 380.1250.

B. Salary Schedule Placement

Teachers newly employed may be given full credit to the sixth step on the Salary Schedule for full years of outside teaching, or one-half year for each full year taught elsewhere, whichever is higher. Credit may also be given for outside experience as approved by the Board.

1. Elementary Program Consultant - Step Placement

A teacher occupying the position of Elementary Program Consultant will be placed on the appropriate salary schedule and lane at no less than Step 10.

C. Placement on Different Salary Track for Additional Degree or Graduate Credit Hours

1. Application

Application for placement on a different salary track must be made prior to October 1 for the fall semester and March 1 for the spring semester. Should an official transcript not be available upon application, a letter from the institution verifying credits or advanced degree earned will be accepted until an official transcript is available.

2. Additional Degree or Graduate Credit

Placement on a different salary track is contingent on the additional degree or graduate credit hours being earned in a field directly related to K-12 education. However, a degree or advanced graduate hours earned in fields outside of K- 12 education will be accepted, if directly related to the majority of the teacher's assignment or in an area in which the individual is certified and qualified.

Advanced hours or degrees earned in law will not qualify for placement on another salary track.

An individual may be placed on a higher salary track premised on the completion of undergraduate coursework beyond that required for certification. Consideration will require that the coursework is unavailable at the graduate level, and that the individual has written prior approval from the Assistant Superintendent for Human Resources and Labor Relations. It is agreed and mutually understood that this option is not subject to the grievance procedure.

a. Master's Degree (MA) + 30 Salary Track

Placement on the MA + 30 salary track requires:

- i. Completion of thirty (30) graduate credit hours in a planned program (e.g., second master's degree, education specialist degree, Ph.D. program)
- ii. The thirty (30) graduate hours must be completed after the master's degree has been obtained.

Undergraduate Credit taken to meet requirements of ESSA In addition, if a teacher takes undergraduate credit hours beyond that required for certification to meet the requirements of the Every Student Succeeds ACT (ESSA), or any amendments thereto, up to 6 undergraduate credits may be applied to the MA +30 salary track. The credit hours must be commenced after the teacher is employed by Bloomfield Hills Schools. This option is not subject to the grievance procedure.

b. Doctoral Track

Placement on the Doctoral Track requires the following:

- i. Completion of a PhD or EdD programs
3. Grade Point Average: Grade point averages in all coursework must meet the minimum graduation requirements at the institution where the coursework was granted.

D. School Psychologist/Counselors/Social Worker/Speech Pathologists/Physical Therapists/ Occupational Therapists Salary

Employees assigned as social workers, school psychologists, or speech pathologists or Physical Therapists/Occupational Therapists who hold Master's (M.A.) Degrees which include sixty (60) semester hours beyond the Bachelor's Degree will be paid on the MA+30 salary track. The Physical Therapist (PT) and Occupational Therapist (OT) must complete a four year undergraduate program and the master's degree must be in occupational or physical therapy.

Completed programs resulting in at least 48 credit hours may qualify for the MA+30 Salary Track if:

1. Additional coursework is completed to reach the sixty (60) post-bachelors credit hours referenced in Article XX Sec. D of the Master Agreement.
2. All additional coursework is relevant to the current position and pre-approved by the Assistant Superintendent of Human Resources or Designee.

E. Stipend for the following: Certification by National Board for Professional Teaching Standards and Nationally Certified School Psychologists.

1. Upon receipt of proper documentation, a teacher may receive an annual stipend for one of the following certification (Note: eligible teachers who work less than a full school year will have the stipend prorated):
 - a. Board for Professional Teaching Standards Certification
Those teachers who hold current certification from the National Board for Professional Teaching Standards shall receive \$1500 in addition to the amount identified as their current salary step and schedule; OR

b. Upon annual receipt of proper documentation showing current certification, school psychologists shall receive an annual stipend for one of the following certifications:

i. **Nationally Certified School Psychologists**

Those school psychologists who hold current certification from the above organizations shall receive \$1,500 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 teacher must provide the human resources office with a copy of the certification. The certification must be current in order to receive the stipend.

Application for the stipend must be made prior to October 1 for the fall semester and March 1 for the spring semester. A teacher is eligible for only one stipend under this section.

F. **School Counselors — Extension of Contract Days**

The need may arise to extend the individual contract of a school counselor before the beginning of the regular year for teachers, and/or after the last regular day for teachers. The school counselor may have his/her contract extended up to 14 additional days, on a per diem basis, upon the recommendation of the principal and the approval of the Assistant Superintendent for Human Resources and Labor Relations.

School Counselors will submit a Supplemental Payroll Request to receive payment for additional days worked, the date and hours worked must be included on the document. When submitted timely to the Payroll Department, payment will be made on the first regularly scheduled payroll following the receipt of the approved document.

G. **Retiree Hires**

1. **Seniority**

All newly hired retired teachers will be placed on a separate seniority list consisting of only retiree hires. These employees shall always have less seniority than those on the regular seniority list. Once hired, the teacher will accrue seniority on that list in the same manner as all other teachers in the unit.

2. **Compensable Leave**

All newly hired retired teachers will be hired under the same compensable leave bank provisions as a first-time hire. Retired BHS teachers will not retain their leave bank from when they retired.

3. **Insurance Benefits**

All newly hired retired teachers will not be eligible for medical, dental, vision, life, short-term disability, or long-term disability insurance. The teacher will receive the equivalence of the retiree contribution to the pension healthcare or the medical insurance opt out amount as defined in the contract.

4. **Salary and Step Placement**

All newly hired retired teachers, regardless of which district they are retired from, will be placed no higher than Step 11. Salary placement cannot exceed their final average compensation as

determined by ORS at the time of retirement. If the teacher's final average compensation is less than Step 11 of the appropriate lane, the teacher will be placed at the nearest whole step not exceeding the final average compensation. These teachers may advance on the salary schedule in accordance with the contract provisions.

5. Sabbatical and Professional Growth Leaves

All newly hired retired teachers are not eligible for Sabbatical or Professional Growth Leaves.

6. Severance

All newly hired retired teachers are not eligible for any severance benefits.

H. Building Administrator Designee

1. Designation of Designee

To ensure continuity of leadership and the safe, effective operation of the school building during times when the Principal is absent, a bargaining unit member may be designated by the principal or district administration to serve as the Building Administrator Designee ("Designee") for the duration of the principal's absence. The Designee must be a certified staff member who has administrative certification or relevant training, who is part of the crisis response team, and who agrees to accept the assignment.

2. Duties and Authority

The Designee shall be responsible for maintaining building operations, supporting staff and students, and responding to any immediate or emergency issues that may arise.

Duties may include, but are not limited to:

- a. Managing daily building operations
- b. Assisting with student behavior or discipline issues
- c. Serving as a point of contact for district-level communications
- d. Coordinating with emergency services if necessary

3. Limitations of Role

The Designee shall not perform formal teacher evaluations, make personnel decisions, or assume responsibilities that are reserved for licensed certified administrators unless explicitly authorized in writing by the Superintendent or their designee. The Designee shall not be held accountable for administrative duties outside of those assigned during the coverage period.

4. Term of Designation

The designation shall be temporary and shall apply only during the principal's absence. The Designee shall resume regular duties upon the principal's return.

5. Compensation

A bargaining unit member serving as a Building Administrator Designee shall receive a stipend of \$150 per day, prorated for partial days, for each day served in this capacity. Compensation shall be included in the employee's paycheck for the applicable pay period.

6. **Voluntary Acceptance**

No bargaining unit member shall be required to serve as Designee. Acceptance of the role shall be voluntary and confirmed in writing prior to service, except in emergencies, in which case retroactive confirmation and compensation will be provided.

7. **Training and Support**

The District agrees to provide the Designee with reasonable support, guidance, and access to necessary resources to fulfill the duties of the role.

I. Salary Schedules 2025-26 through 2028-29

Schedule A: 2025-26				
STEP	BA	MA	MA +30	PH.D.
1	\$49,592	\$52,809	\$56,181	\$57,772
1.5	\$50,795	\$54,220	\$57,651	\$59,253
2	\$51,998	\$55,631	\$59,121	\$60,733
2.5	\$53,258	\$57,117	\$60,669	\$62,289
3	\$54,519	\$58,602	\$62,216	\$63,846
3.5	\$55,841	\$60,168	\$63,845	\$65,482
4	\$57,163	\$61,732	\$65,474	\$67,118
4.5	\$58,550	\$63,382	\$67,187	\$68,838
5	\$59,936	\$65,030	\$68,901	\$70,557
5.5	\$61,390	\$66,767	\$70,704	\$72,366
6	\$62,842	\$68,504	\$72,508	\$74,173
6.5	\$64,367	\$70,334	\$74,406	\$76,075
7	\$65,891	\$72,164	\$76,303	\$77,975
7.5	\$67,489	\$74,092	\$78,301	\$79,973
8	\$69,087	\$76,019	\$80,298	\$81,971
8.5	\$70,763	\$78,049	\$82,401	\$84,071
9	\$72,437	\$80,080	\$84,502	\$86,173
9.5	\$74,194	\$82,219	\$86,714	\$88,381
10	\$75,950	\$84,358	\$88,926	\$90,588
10.5	\$77,792	\$86,611	\$91,253	\$92,910
11	\$79,633	\$88,864	\$93,581	\$95,231
11.5	\$81,565	\$91,238	\$96,031	\$97,671
12	\$83,496	\$93,612	\$98,480	\$100,112
12.5	\$85,521	\$96,112	\$101,058	\$102,677
13	\$87,546	\$98,612	\$103,635	\$105,243
13.5	\$89,668	\$101,246	\$106,347	\$107,939
14	\$92,692	\$104,898	\$110,130	\$111,721

Schedule A: 2026-27				
STEP	BA	MA	MA +30	PH.D.
1	\$50,336	\$53,602	\$57,023	\$58,638
1.5	\$51,557	\$55,033	\$58,516	\$60,142
2	\$52,778	\$56,465	\$60,008	\$61,644
2.5	\$54,057	\$57,974	\$61,579	\$63,224
3	\$55,337	\$59,481	\$63,149	\$64,804
3.5	\$56,679	\$61,070	\$64,803	\$66,464
4	\$58,020	\$62,658	\$66,456	\$68,125
4.5	\$59,428	\$64,333	\$68,195	\$69,870
5	\$60,835	\$66,006	\$69,935	\$71,616
5.5	\$62,311	\$67,769	\$71,765	\$73,451
6	\$63,785	\$69,532	\$73,595	\$75,286
6.5	\$65,333	\$71,389	\$75,522	\$77,216
7	\$66,879	\$73,246	\$77,448	\$79,145
7.5	\$68,502	\$75,203	\$79,476	\$81,173
8	\$70,123	\$77,159	\$81,503	\$83,201
8.5	\$71,824	\$79,220	\$83,637	\$85,333
9	\$73,524	\$81,281	\$85,769	\$87,465
9.5	\$75,307	\$83,452	\$88,015	\$89,707
10	\$77,089	\$85,623	\$90,260	\$91,947
10.5	\$78,959	\$87,910	\$92,622	\$94,303
11	\$80,828	\$90,197	\$94,985	\$96,660
11.5	\$82,789	\$92,607	\$97,471	\$99,136
12	\$84,749	\$95,016	\$99,957	\$101,614
12.5	\$86,804	\$97,553	\$102,573	\$104,217
13	\$88,859	\$100,091	\$105,190	\$106,821
13.5	\$91,013	\$102,765	\$107,942	\$109,559
14	\$95,241	\$107,783	\$113,158	\$114,793

Schedule A: 2027-28				
STEP	BA	MA	MA +30	PH.D.
1	\$50,336	\$53,602	\$57,023	\$58,638
1.5	\$51,557	\$55,033	\$58,516	\$60,142
2	\$52,778	\$56,465	\$60,008	\$61,644
2.5	\$54,057	\$57,974	\$61,579	\$63,224
3	\$55,337	\$59,481	\$63,149	\$64,804
3.5	\$56,679	\$61,070	\$64,803	\$66,464
4	\$58,020	\$62,658	\$66,456	\$68,125
4.5	\$59,428	\$64,333	\$68,195	\$69,870
5	\$60,835	\$66,006	\$69,935	\$71,616
5.5	\$62,311	\$67,769	\$71,765	\$73,451
6	\$63,785	\$69,532	\$73,595	\$75,286
6.5	\$65,333	\$71,389	\$75,522	\$77,216
7	\$66,879	\$73,246	\$77,448	\$79,145
7.5	\$68,502	\$75,203	\$79,476	\$81,173
8	\$70,123	\$77,159	\$81,503	\$83,201
8.5	\$71,824	\$79,220	\$83,637	\$85,333
9	\$73,524	\$81,281	\$85,769	\$87,465
9.5	\$75,307	\$83,452	\$88,015	\$89,707
10	\$77,089	\$85,623	\$90,260	\$91,947
10.5	\$78,959	\$87,910	\$92,622	\$94,303
11	\$80,828	\$90,197	\$94,985	\$96,660
11.5	\$82,789	\$92,607	\$97,471	\$99,136
12	\$85,596	\$95,966	\$100,957	\$102,630
12.5	\$87,672	\$98,529	\$103,599	\$105,260
13	\$90,192	\$101,592	\$106,767	\$108,424
13.5	\$92,378	\$104,306	\$109,562	\$111,202
14	\$97,860	\$110,747	\$116,270	\$117,950

Schedule A: 2028-29				
STEP	BA	MA	MA +30	PH.D.
1	\$50,336	\$53,602	\$57,023	\$58,638
1.5	\$51,557	\$55,033	\$58,516	\$60,142
2	\$52,778	\$56,465	\$60,008	\$61,644
2.5	\$54,057	\$57,974	\$61,579	\$63,224
3	\$55,337	\$59,481	\$63,149	\$64,804
3.5	\$56,679	\$61,070	\$64,803	\$66,464
4	\$58,020	\$62,658	\$66,456	\$68,125
4.5	\$59,428	\$64,333	\$68,195	\$69,870
5	\$60,835	\$66,006	\$69,935	\$71,616
5.5	\$62,311	\$67,769	\$71,765	\$73,451
6	\$63,785	\$69,532	\$73,595	\$75,286
6.5	\$65,333	\$71,389	\$75,522	\$77,216
7	\$66,879	\$73,246	\$77,448	\$79,145
7.5	\$68,502	\$75,203	\$79,476	\$81,173
8	\$70,123	\$77,159	\$81,503	\$83,201
8.5	\$71,824	\$79,220	\$83,637	\$85,333
9	\$73,524	\$81,281	\$85,769	\$87,465
9.5	\$75,307	\$83,452	\$88,015	\$89,707
10	\$77,089	\$85,623	\$90,260	\$91,947
10.5	\$78,959	\$87,910	\$92,622	\$94,303
11	\$80,828	\$90,197	\$94,985	\$96,660
11.5	\$82,789	\$92,607	\$97,471	\$99,136
12	\$86,452	\$96,926	\$101,966	\$103,656
12.5	\$88,548	\$99,514	\$104,635	\$106,312
13	\$91,545	\$103,116	\$108,369	\$110,050
13.5	\$93,764	\$105,871	\$111,205	\$112,870
14	\$100,551	\$113,793	\$119,468	\$121,194

1. Bargained Wages

2025-26:

- Merge Scales to the 15 Step scale
- 1.5 step increase for those on step 1
- 1 step for all others on steps
- Remove step 1 renumber 1-14
- 2% inside scales
- 3% top of scale

2026-27:

- 1 step increase for those on steps
- 1.5% inside scales
- 2.75% top of scale

2027-28:

- 1 step increase for those on steps
- 0% to 1.5% inside scales depending on step. (see table below)
- 2.75% top of scale

2028-29:

- 1 step increase for those on steps
- 0% to 1.5% inside scales depending on step. (see table below)
- 2.75% top of scale

Summary of Schedule A Changes				
	2025-26	2026-27	2027-28	2028-29
Steps 1-11	2.00%	1.50%	0.00%	0.00%
Step 12	2.00%	1.50%	1.00%	1.00%
Step 13	2.00%	1.50%	1.50%	1.50%
Step 14	3.00%	2.75%	2.75%	2.75%

J. Increment Credit

1. Entire School Year

A teacher who works the entire school year shall be granted one increment on the salary schedule regardless of whether the employee works full time or less than full time (subject to the negotiated compensation for the applicable school year).

2. Working 93 Days or less

A teacher who completes 93 work days or less shall be granted one-half increment credit (subject to the negotiated compensation for the applicable school year).

3. **Sick Leave and Short-Term Disability**

Time spent on sick leave including short-term disability shall count as time toward the completion of a year or a portion thereof. Teachers who are using their own sick days at the commencement of the school year shall be given their increment credit for the previous year consistent with the formula contained herein.

4. **Wing Lake**

Teachers at the Wing Lake Developmental Center will be given the increment credit on the new salary schedule at the commencement of their school year.

K. **Repayment of Unemployment Compensation**

1. **Repayment**

A teacher who is laid off and who is paid unemployment compensation benefits (associated with the regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled, on or before October 1, to a teaching position for the succeeding school year shall have their teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits paid prior to the return to work. The total compensation shall not be reduced below that which would have been received for the actual days worked upon recall.

2. **Defense and Indemnification of Association**

The interpretation, application, administration and enforcement of this provision shall be in accordance with the provisions and requirements of the Michigan Employment Security Act. In the event of any action against the Association brought in a court or administrative agency because of its compliance with this provision, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended it will indemnify and hold the Association harmless from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct result of the Association's compliance with this provision.

ARTICLE XXI:

PAYROLL PROCEDURES AND DEDUCTIONS

A. Payroll Procedures

1. **Election of Number of Pay Days**

Teachers working a full year may elect to be paid in 21 or 26 payments on regularly scheduled pay dates at their buildings, or elsewhere, as provided. Pay dates are every other Friday.

The pay year may be extended to 22 or 27 pays, contingent upon the conformity of pay dates to the teacher work year.

2. **Elections To Be Made By July 15**

Teachers must make an election, or a change in an election, regarding the defined number of pay dates no later than July 15 each year. An election will continue from year to year unless an Election Change Form is filed with the Human Resources Office by July 15 for the following school year. There shall be no change in an election after July 15.

3. **Direct Deposit Program**

All employees will be paid through direct deposit. A pay card option is available as an alternative means of receiving payment. In the event a scheduled pay date falls on a federal banking holiday, the pay date will be moved to the preceding day.

4. **Co-Curricular**

Payment for co-curricular services shall be paid in accordance with the options elected as indicated in Article XXIII (C)(5) and shall be made on regular pay dates.

B. Payroll Deductions

For teachers who authorize, in writing, payroll deduction, the Board agrees to continue to make voluntary payroll deductions from the salaries of teachers according to the following list, and any other voluntary deductions, as approved by the administration.

Direct Deposit

1. United Foundation
2. Credit Union
3. Tax-sheltered accounts (403(b) qualified) (ten (10) as agreed upon)
4. 457(b) Tax Deferred Plan (maximum 2)
5. Cafeteria Benefit Plan/Health Savings Accounts/Flexible Spending Accounts
6. Municipal income taxes of Pontiac and Detroit for those teachers who have submitted written authorization for said deduction
7. Long Term Care

ARTICLE XXII:

PER DIEM AND HOURLY RATES

A. Classroom Assignments in Excess of Normal Teaching Load

The Salary Schedule is based upon the school calendar as set forth in Appendix A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal teaching load, teachers will be compensated at one (1) time their individual hourly rates.

B. Return to School at Night

The Board agrees to pay teachers an hourly rate commensurate with their salary for performing teaching duties which require a return to school at night (except when sponsoring a student organization activity as per Article XVII, Section F, 1(c)), providing written notice and/or approval in advance is secured from the building administrator. Such pay shall not be less than two (2) hours.

C. Elementary - Absence of Special Subject Teacher

In the event that the absence of a creative arts teacher results in the classroom teacher receiving less than the minimum weekly preparation time the teacher shall teach the class and be paid for such time at his/her hourly rate.

D. Deductions for Lost Days/Determination of Hourly Rate

Deductions for days lost or for a partial year's service shall be premised on the number of working days affected. A teacher's hourly rate is to be determined by dividing the basic salary for the year by the total number of hours scheduled (186 days will be used – 1379.5 hours).

E. Proration of Salary for Less Than Full Time Teachers

Salary for less than full-time positions shall be premised on a proration of the regular full-time hours at the appropriate level of assignment.

F. Salary Includes Travel Time

When a teacher is required to travel between buildings, the salary will include travel time.

G. Duty Assignments

When a teacher is assigned a duty as a part of the regular assignment, the salary shall be at the regular teacher's rate.

H. Mileage

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the IRS rate for miles driven. The same allowance shall be given for use of personal cars for business of the District as approved by the Administration.

I. Elementary Moving Allowance

Elementary classroom teachers (DK-5) who are involuntarily moved to another classroom will be paid four hundred (\$400) dollars in recognition of the time required for the move. Moving boxes and supplies will be provided by the district. The district will be responsible for establishing a timeline for moving, as well as physically relocating the boxes and furniture.

ARTICLE XXIII:

SUPPLEMENTAL SCHEDULES

A. Extra Duty Assignments

Teachers involved in extra-duty assignments set forth in this Article shall be compensated in accordance with the provisions of this Article without deviation, as long as such extra-duty assignments are in effect and assigned by the building administrator.

1. Postings

Athletic co-curricular positions will be posted.

2. Listed Positions Having No Programs:

Some positions are listed for which no program exists. Should the program be instituted by action of the Board, the co-curricular schedule shall apply.

3. Criteria for Payment of Co-curricular Positions:

Payment for co-curricular positions shall be based upon:

a. Assignment/Approval

Assignment, or approval in writing, by the school principal and Central Office Administration.

b. Salary for New Co-curricular Positions

The salary of those individuals who assume a new co-curricular position will be as follows:

- i. If prior position and new position are within the same activity and the new position includes additional responsibility, the rate for the new position shall be the next higher dollar amount over the rate paid the individual at the prior position plus one additional step.
- ii. If the prior position and the new position are within the same activity and the new includes less responsibility than the prior position, the rate for the new position will be determined solely upon the number of years of experience within the same activity.
- iii. If a prior athletic coaching position was held, and the prior position and the new position are not within the same activity, the rate for the new position will be determined by determining the step paid the previous year for the prior position and dividing by two. Fractional results will be rounded up to the nearest whole number.

“Same Activity” – Definition

For the purpose of determining the above salary rates, the term “same activity” shall refer to the title assigned the activity rather than to any functional similarity that may exist between different activities. Therefore, by way of example, football, boys’ soccer, and girls’ track represent separate activities, while 8th grade basketball and 9th grade basketball represent the same activity. Initial placement is the sole responsibility of the administration. Assignment to co-curricular positions is made on a yearly basis and without tenure in position.

- c. Minimum Limits for Vocal Music & Instrumental Music/Drama & Dance Compensation
The following minimum limits are in effect for vocal and instrumental music teachers who are to be eligible for 100% of the supplementary pay, as established in the Supplemental Schedule of Article XXIII of the Master Contract.
- d. Vocal and Instrumental Music:
 - i. High School & Middle School: There will be a minimum of six (6) performances/events.
 - ii. Elementary: There will be a minimum of two (2) performances/events per school.
 - iii. Drama and Dance:
Drama and dance performances, which are approved by administration, will be compensated per production according to the Supplemental Salary Schedule.

“Performance / Event” - Definitions

The performance/event will be held outside of the school day.

The teacher contracted for the assignment will conduct or participate in the entire performance/event. Participation of the teacher must be required for the student performance/event in order to qualify as a performance/event.

Teachers who do not complete the minimum number of performances/events, will have their supplemental pay prorated accordingly.

Performance/Event is defined as a student performance which includes all related practices and rehearsals in preparation for the performance/event.

Administrative Approval Required: Number and Scheduling of Performances/Events

The number of performances/events and their schedules will be approved by the Administration at the beginning of the school year. A conference will be held with the individual teacher at a mutually convenient time by September 30 of the year in question. At that time, the number and nature of performances/events will be established and approved. The preliminary calendar submitted by a faculty member at the end of the preceding school year is for scheduling purposes only and is not to be regarded as approval for compensation purposes.

- e. Music, Dance and Drama Performance/Event
Music, dance and drama teachers will follow performance/event guidelines as outlined in this Article with the following addition:
 - i. Two or more teachers – Single Performance/Event
If two or more teachers conduct students at a single performance/event, total payment for the performance/event will not exceed the total amount paid as if a single teacher conducted the performance/event. The amount paid each teacher will be prorated based on their step on the supplemental salary schedule.
 - ii. Students from One or More Schools – Single Performance/Event
If a music teacher conducts students from one or more schools at a single performance/event, total payment for the performance/event will not exceed the amount paid for the single performance/event.

Performance/Event In a performance – Definitions

The performance/event will be held outside of the school day.

The teacher contracted for the assignment will conduct or participate in the entire performance/event. Participation of the teacher must be required for the student performance/event in order to qualify as a performance/event.

Teachers who do not complete the minimum number of performances/events, will have their supplemental pay prorated accordingly.

Performance/Event is defined as a student performance which includes all related practices and rehearsals in preparation for the performance/event.

B. Drama

Drama performances, which are approved by administration, will be compensated per production according to the Supplemental Salary Schedule.

Administrative Approval Required: Number and Scheduling of Performances/Events

The number of performances/events and their schedules will be approved by the Administration at the beginning of the school year. A conference will be held with the individual teacher at a mutually convenient time by September 30 of the year in question. At that time, the number and nature of performances or events will be established and approved. The preliminary calendar submitted by a faculty member at the end of the preceding school year is for scheduling purposes only and is not to be regarded as approval for compensation purposes.

1. Inservice Clinic Conference Budget

There will be an in-service clinic conference budget administered by the District for the purpose of improving the skills of the co-curricular staff. Whatever monies that are available will be spread as equitably as possible among the co-curricular staff.

C. Co-Curricular Supplemental Contracts

1. Issuance of Contracts

If possible, during the week of May 1 of the preceding school year, co-curricular supplemental contracts will be issued to teachers the administration desires to employ in specific positions for the succeeding school year. Teachers desiring to accept the position shall return the contract, with their signature affixed to the contract, to the building principal on or before June 1 of the preceding year, but no later than October 1 of the current school year. Failure to return the signed contract by this time will indicate the teacher does not desire to be employed in the specific position.

2. Resignation

If a teacher desires to resign from a co-curricular position prior to fulfilling the contract for other reasons than health, or by mutual consent, and within sixty (60) calendar days prior to the official starting date of a fall activity, or ninety (90) calendar days prior to the official starting date of a winter or spring activity, the employee will be contractually obligated to fulfill the contract until such time during the same school year that the administration secures an adequate replacement.

The administration will endeavor to find an adequate replacement upon written notification of a

teacher's desire to resign from a co-curricular position. After notification of the desire to resign, any time spent on the contractually agreed to activity by the resigning teacher will be appropriately compensated.

3. How Rates Are Determined

Rates indicated in the Supplemental Salary Schedule are based on official starting and closing dates of the sport's seasons, by production drama, or semester in intramurals. All other positions are on a total-school-year basis and any employment in a yearly position will be prorated if employment is less than a total school year.

4. If an employee accepts two coaching positions in the same sport during the same sport season (i.e. Team A and Team B in middle school basketball) and both team practices are at the same time, the employee will receive one and one half (1 ½) times the salary of one of the teams for coaching both teams.

5. Options for Receipt of Co-curricular Salaries

(Note: the changes below were agreed upon in a LOU dated 6/5/14)

The Board will provide two (2) options for the receipt of co-curricular salaries, and those options are:

- a. Equal payments while activity/sport is being conducted.
- b. Lump sum at the conclusion of the activity. All clubs will be paid as a lump sum at the conclusion of the school year.

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

6. Final Installment Payment

The final installment payment on a supplemental coaching contract will be made the pay period following the date when all end-of-season responsibilities have been completed.

D. Middle School Football Coaches

Middle school football coaches will be paid at the same rate of pay as high school assistant football coaches if they begin coaching the same date as the high school football coaches and with the high school program the first three weeks of practice.

E. Co-Curricular Salary Schedule

Incentive Supplemental Pay for Select Schedule B Personnel

Employees who have coached athletic teams or fulfilled select Schedule B roles in the District over five years shall be given incentive pay as listed below. The incentive pay shall be determined by multiplying the percentage times the amount of the step for the position the coach is performing and adding that amount to the amount specified at the contracted step.

1. If an employee holds two coaching positions and the teams practice at different times during the same season and the coach qualifies for incentive pay, they will receive the incentive pay on each position.

2. If an employee holds two coaching positions and the teams practice at the same time and the coach qualifies for incentive pay, the percentage of incentive pay will be based on the one and one half (1 ½) salary for the two positions.

Incentive pay for Select Schedule B personnel:

- a. 6 through 10 years of experience 5%
- b. 11 through 15 years of experience 15%
- c. 16 years and more 25%

F. Art Teacher Additional Compensation

Annually, art teachers will be paid up to ten (10) hours at the curriculum rate for after- school work premised on prior approval of the building principal.

G. Summer School Pay Schedule

1. Available Positions

Availability of summer school positions depends upon the offerings as published by the summer school director and fees which the Board deems sufficient to finance the program.

2. Assignment/Approval

Assignment to the summer school positions is subject to the approval of the summer school administrator and the Assistant Superintendent for Human Resources and Labor Relations.

3. Pay Rate

Payment for summer school teachers will be \$32.00 per hour. Rates not applicable to SCAMP program.

H. Curriculum Rate

Payment for curriculum work will be \$32.00 per hour. The Board may offer to pay teachers a per diem rate equal to \$350 per day as opposed to the curriculum rate of \$32.00 per hour for work performed on non-teacher workdays and pre-authorized by the Learning Services Department who has sole authority to approve what teachers are eligible for this alternative pay and how many days of work are authorized.

I. Building Leadership Team Stipends

Teachers may apply for teacher leadership activities. Teachers who apply for and are assigned to such activities, with administrative approval, will be compensated with an annual stipend as follows:

1. \$300 per teacher.
2. The total stipend at each building shall not exceed the following:
 - a. Model: \$600
 - b. Bloomfield Hills High School: \$4,200
 - c. K-8 Buildings: \$2,100

3. The stipend will be prorated if the number of participants exceeds the stipend allocated to the school building.
4. The stipend will be prorated if a teacher serves on the leadership team less than the full year.

J. **Clubs**

Clubs will be established at the building level based on:

1. Budget and financial considerations.
2. Student and staff interest.
3. Central administration approval

The criteria for clubs are:

1. A minimum of 12 students must actively participate in the club;
2. The sponsor of a full time club must provide a meeting or activity a minimum of 18 hours during the school year;
3. Teachers who co-sponsor clubs may share the co-curricular stipend on a prorated basis.

K. Co-curricular Schedule (2025-26 listed; Will increase 0.5% each year through 2028-29)

Athletics	Position	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,889	\$4,385	\$5,268	\$5,835	\$7,075	\$7,429	\$8,136	\$8,844
	HS Asst	\$2,556	\$2,872	\$3,503	\$4,027	\$4,658	\$4,891	\$5,357	\$5,823
	MS Head	\$2,031	\$2,487	\$2,906	\$3,292	\$3,886	\$4,081	\$4,469	\$4,858
	MS Asst	\$1,577	\$1,611	\$1,785	\$2,066	\$2,382	\$2,501	\$2,739	\$2,977
Basketball	HS Head	\$3,889	\$4,385	\$5,268	\$5,835	\$7,075	\$7,429	\$8,136	\$8,844
	HS Asst	\$2,556	\$2,872	\$3,503	\$4,027	\$4,658	\$4,891	\$5,357	\$5,823
	MS	\$1,541	\$1,577	\$1,750	\$2,100	\$2,696	\$2,831	\$3,101	\$3,371
	7/8 Travel	\$1,766	\$1,802	\$1,983	\$2,344	\$2,957	\$3,105	\$3,400	\$3,696
Swimming	HS Head	\$3,889	\$4,385	\$5,268	\$5,835	\$7,075	\$7,429	\$8,136	\$8,844
	HS Asst	\$2,556	\$2,872	\$3,503	\$4,027	\$4,658	\$4,891	\$5,357	\$5,823
	MS	\$1,733	\$2,051	\$2,228	\$2,580	\$2,973	\$3,121	\$3,419	\$3,716
BB, SB, VB HK, SC, GYM GY, WR, TR Ski, LAC, CC	HS Head	\$2,935	\$3,256	\$3,926	\$4,527	\$5,482	\$5,756	\$6,305	\$6,853
Comp Cheer, Sports Sampler (5thGr-MS)	HS Asst	\$2,191	\$2,440	\$2,900	\$3,147	\$3,678	\$3,862	\$4,230	\$4,598
	MS	\$1,556	\$1,593	\$1,803	\$2,228	\$2,406	\$2,526	\$2,767	\$3,007
Tennis, Golf, Bowling, E- Sports	HS Head	\$2,597	\$2,918	\$3,279	\$3,570	\$4,614	\$4,845	\$5,306	\$5,767
	HS Asst	\$1,593	\$1,698	\$1,803	\$2,123	\$2,617	\$2,748	\$3,010	\$3,271
	MS	\$1,522	\$1,593	\$1,660	\$1,981	\$2,158	\$2,266	\$2,481	\$2,697
Cheerleading, Equestrian	HS Head	\$1,733	\$1,803	\$1,945	\$1,981	\$2,690	\$2,825	\$3,094	\$3,363
	HS JV	\$1,733	\$1,803	\$1,945	\$1,981	\$2,406	\$2,526	\$2,767	\$3,007
	9th	\$919	\$1,058	\$1,342	\$1,484	\$1,767	\$1,855	\$2,032	\$2,208
Pom	HS	\$1,698	\$1,839	\$2,228	\$2,509	\$2,862	\$3,005	\$3,292	\$3,578
Weight Room	HS	\$815	\$954	\$1,131	\$1,380	\$1,522	\$1,598	\$1,750	\$1,902
Athletics Lead	MS (Per Sem)	\$4,042	\$4,950	\$5,784	\$6,552	\$7,734	\$8,121	\$8,894	\$9,668

Co-Curricular	Position	1	2	3	4	5	5%	15%	25%
Dance	HS (Per Prod)	\$436	\$525	\$647	\$718	\$806	\$846	\$927	\$1,008
Drama	HS (Per Prod)	\$1,856	\$2,137	\$2,275	\$2,555	\$2,975	\$3,124	\$3,421	\$3,719
	MS (Per Prod)	\$700	\$807	\$875	\$1,016	\$1,399	\$1,469	\$1,609	\$1,749
Drama Assistant	HS (Per Year)	\$1,237	\$1,424	\$1,518	\$1,703	\$1,984	\$2,083	\$2,281	\$2,480
	MS (Per Year)	\$467	\$538	\$584	\$677	\$933	\$979	\$1,073	\$1,166
Music	HS	\$2,625	\$3,147	\$3,886	\$4,304	\$4,832	\$5,074	\$5,557	\$6,040
	MS	\$1,997	\$2,305	\$3,048	\$3,147	\$4,304	\$4,520	\$4,950	\$5,381
	ES (Per Prod)	\$249	\$294	\$335	\$381	\$504	\$529	\$579	\$629
Marching Band	HS Director	\$2,482	\$2,610	\$2,820	\$3,240	\$3,700	\$3,885	\$4,255	\$4,626
Marching Band	HS Asst	\$1,862	\$1,958	\$2,115	\$2,430	\$2,776	\$2,915	\$3,192	\$3,470
Forensics	HS Head	\$3,857	\$4,167	\$4,499	\$4,860	\$5,249	\$5,512	\$6,036	\$6,561
	HS Asst.	\$2,546	\$2,750	\$2,970	\$3,208	\$3,464	\$3,637	\$3,984	\$4,330
	MS Head	\$1,751	\$1,891	\$2,042	\$2,206	\$2,382	\$2,501	\$2,739	\$2,977
	MS Asst.	\$1,156	\$1,248	\$1,348	\$1,455	\$1,572	\$1,650	\$1,808	\$1,965
Quiz Bowl, Science Olympiad, Debate	HS	\$1,295	\$1,435	\$1,577	\$1,716	\$1,997	\$2,097	\$2,296	\$2,496
Model UN / DECA/ HOSA	HS Head	\$2,505	\$2,706	\$2,923	\$3,156	\$3,409	\$3,579	\$3,920	\$4,261
	HS Asst.	\$1,653	\$1,787	\$1,929	\$2,083	\$2,249	\$2,362	\$2,587	\$2,811
Musical	HS Director	\$2,206	\$2,450	\$2,731	\$3,255	\$3,783	\$3,972	\$4,350	\$4,729
	HS Producer	\$2,206	\$2,450	\$2,731	\$3,255	\$3,783	\$3,972	\$4,350	\$4,729
	HS Orch/Voc	\$1,506	\$1,716	\$1,961	\$2,169	\$2,416	\$2,537	\$2,778	\$3,020
	HS Choreog	\$666	\$769	\$839	\$982	\$1,366	\$1,434	\$1,571	\$1,707
	HS Light/Set	\$561	\$595	\$628	\$666	\$736	\$772	\$846	\$920
	MS Director	\$1,016	\$1,329	\$1,469	\$1,716	\$2,031	\$2,133	\$2,336	\$2,539
	MS Orch/Voc	\$666	\$769	\$839	\$945	\$1,329	\$1,395	\$1,528	\$1,661
	MS Choreog	\$458	\$526	\$628	\$700	\$807	\$847	\$928	\$1,009
Robotics	HS Head	\$3,126	\$3,375	\$3,645	\$3,938	\$4,252	\$4,465	\$4,890	\$5,315
	HS Asst.	\$2,062	\$2,228	\$2,406	\$2,599	\$2,807	\$2,947	\$3,228	\$3,509
Yearbook, Newspaper, NHS	HS	\$1,577	\$1,750	\$2,031	\$2,169	\$2,871	\$3,015	\$3,302	\$3,589
Stud Govt Leadership	HS	\$2,505	\$2,706	\$2,923	\$3,156	\$3,408	\$3,578	\$3,919	\$4,260
Stud Govt, Newspaper	MS	\$1,016	\$1,260	\$1,295	\$1,366	\$1,399	\$1,469	\$1,609	\$1,749
NHS	MS	\$700	\$807	\$875	\$1,016	\$1,399	\$1,469	\$1,609	\$1,749
Grade Sponsors	9-12	\$1,260	\$1,399	\$1,506	\$1,716	\$2,169	\$2,277	\$2,494	\$2,711
Capstone / Pathway Coord	HS	\$1,577	\$1,750	\$2,031	\$2,169	\$2,871	\$3,015	\$3,302	\$3,589
Lump Sum Payment Stipends	Position	1	2	3	4				
Washington DC Coordinator	MS	\$1,250							
Washington DC Chaperone	MS (Per Night)	\$250							
Clubs	HS - 36								
	MS - 18	\$736	\$875	\$1,048	\$1,329				
	EL - 6								

ARTICLE XXIV:

SABBATICAL & PROFESSIONAL GROWTH LEAVE

A. Sabbatical Leave

The District and Association will adhere to Michigan Compiled Law MCL 380.1235 regarding Sabbatical leaves.

1. After a teacher has been employed at least seven (7) consecutive years by the board of a school district, and at the end of each additional period of seven (7) or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at one time.
 - a. Application for sabbatical leave must be filed in writing with the Assistant Superintendent for Human Resources before the last Friday of January of the school year immediately preceding the school year for which the professional growth leave is requested. The application can be requested from the HR Department.
 - b. Upon receipt of any such application, the Assistant Superintendent for Human Resources shall refer the application to an Evaluation Committee for preliminary study and consideration. It shall be the duty of the Committee to make recommendations to the Superintendent or designee concerning all applications for professional leave.
 - c. The Superintendent or their designee reserves the right to reject any or all requests for sabbatical leave.
2. During the sabbatical leave, the teacher shall be considered to be an employee of the board.
 - a. A teacher shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employees' Retirement Board.
 - b. Compensation will be 100% of the salary less any compensation earned as a result of the sabbatical leave.
 - c. A term of sabbatical leave shall entitle the individual to salary schedule increment, if agreed to in the Collective Bargain Agreement, at the beginning of the next full year of school following their return to service in the system.
 - d. The Board shall also pay for all collectively bargained insurance premiums during the sabbatical leave.
 - e. The regular sick leave policy shall apply to an individual on sabbatical leave.
3. Any individual upon returning from such leave, shall be restored to the original position or to a position of like nature, seniority, status, and pay. Said individual shall be entitled to participate in any other benefits that may be provided for in the Collective Bargaining Agreement and by rules and regulations of the Board made pursuant to the law.

B. Professional Growth Leave

There may be up to 20 weeks of professional growth leave granted yearly to those individuals eligible per the professional growth leave provisions. Professional growth leave shall be at 100% of the teacher's salary.

ARTICLE XXV:
SCHOOL CLOSING

A. Inclement Weather

1. School Canceled

Teachers shall be expected to report for work on any day when school sessions are scheduled. If the schedule is canceled by the Superintendent due to weather or other conditions beyond control, this official closing will be announced on Radio Stations, WJR (760 AM), WXYT (1270 AM), WKQI (95.5 FM) WWJ (950 AM), WBFH (88.1 FM), or through a program established by the administration.

2. Facility Closed

In the event that a facility must be closed, the building teachers may be assigned to another location in order that they may work on projects related to their respective building instructional program.

B. Make-Up Instructional Days

In order to be eligible to receive State Aid under the State School Aid Act of 1979 (MCL 388.1701), the District must provide the required minimum number of days and hours of pupil instruction under Section 1284 of The Revised School code (MCL 380.1284). To the extent required by law to meet the eligibility requirements to receive full state aid, days of student instruction will be added to the end of the calendar to make up for instruction days lost due to inclement weather or other such school closures. Such days will be scheduled on consecutive week days beginning on the scheduled record day in June, and the scheduled record day will be moved to the end of the calendar.

Such make-up instructional time will be provided by increasing the last student instruction day from a half to a whole day, and then following the procedure described in the above paragraph.

ARTICLE XXVI:

PAID LEAVES

A. Allocation of Days

Teachers shall earn one leave day per month during the school year for a total of 11 leave days (12 days for Wing Lake). One additional day will be provided for observance of religious holidays to be used as provided in section A(3) of this article (Religious Holidays). The leave days will be advanced and available at the beginning of each school year. The leave days may be used as follows:

1. Sick Leave

- a. Personal illness of the employee.
- b. Absence for critical illness in the family (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
- c. Absence to make arrangements for medical or nursing care for emergency illness in the immediate family, as defined above.

2. Personal Days

Up to three (3) days per year from current leave days may be used as personal days as follows:

- a. The use of a personal day does not require a written statement by the teacher giving the specific reason for using the personal day. However, if a teacher requests use of a personal day during one of the time periods outlined in sections (b) and (c) below, the teacher may be requested to set forth a specific reason for such leave.
- b. The use of two or more consecutive personal days, including the days Thursday through Tuesday, may not be used in connection with a weekend. Approval for use of such days may be granted for special circumstances.
- c. Personal days may not be used for extended vacations. Accordingly, personal days cannot be utilized on a day immediately before or after a holiday, vacation or beginning or end of the school year. Approval for use of such days may be granted for special circumstances.
- d. Use of personal days is subject to the approval of the immediate supervisor and the Assistant Superintendent for Human Resources and Labor Relations.

3. Religious Holidays

Absence for attendance of religious holidays, up to five (5) days per year, may be approved. Days one (1), two (2), four (4) and five (5) shall be deducted from the yearly allocation of eleven (11) paid leave days. Day three (3) shall be an additional paid leave day and shall not be deducted from the yearly allocation.

4. Special Leave

Special leave is for important and urgent matters that cannot be handled outside school hours

or scheduled at any other time. Special leave days, however, will be at the sole discretion of the Assistant Superintendent for Human Resources and Labor Relations. Special leave days may be used to respond to a subpoena of a court of law.

5. Funeral Leave

Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family.

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

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

6. Leave Requests

Whenever possible, leave days must be requested in advance on the form available in each school building office. The request shall include a statement by the teacher that the leave request is for a purpose authorized within this section, as set forth above. The teacher may be requested to set forth a specific reason for such leave.

B. Leave Day Provisions

1. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.
2. The above leaves will be granted only to the extent that current leave days are available.
3. 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.
4. If the service of a teacher is interrupted by reason of retirement, discharge, termination, suspension, or leave, and the teacher has utilized more leave days than have been accumulated on a monthly basis, then the value of the excess paid for leave days shall be deducted from the last pay check due the teacher at the time of interruption.

C. Extended Medical Leaves of Absence

The employee, upon learning of the need for an extended medical leave of absence must notify the Human Resources Department. The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date the leave will commence, and the employee's ability to continue employment prior to the leave. Statements from the employee's physician will be provided by the employee to the Human Resources Department on a monthly basis, on the district's form, regarding the employee's ability to continue employment prior to the leave. An employee who desires to remain on the job must maintain a satisfactory attendance

record and must provide verification from the physician of ability to perform the functions of the job. If the conditions are not met, administration will initiate the leave. The extended medical leave (or short term disability leave) shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job. See Article XXVIII section R for the short term disability provisions.

D. Jury Duty Procedure

Employees who are summoned for jury duty must notify the Human Resources Office within twenty-four (24) hours of receipt of the notice. If the employee reports for jury duty, the employee shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working that day and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work. Time spent on jury duty shall not be charged against leave days.

1. Eligibility for Jury Duty Pay Differential

To be eligible for the jury duty pay differential, the employee must furnish the Human Resources Department with a written statement from the appropriate public official listing amounts of pay received and the days on jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.

E. Workers' Compensation

1. Reporting

Any employee who is injured or who has suffered an incident that could potentially lead to an injury during the course of their employment must immediately report said injury/incident to their immediate supervisor. The employee must submit a completed Accident Report to the Human Resources Office within two work days.

2. Payment

In the event an employee is absent from work due to a job-related accident, the employee will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the employee's full salary and such monies as may be received as Workers' Compensation benefits (loss of time benefits).

3. Use of Leave Days

No leave days shall be charged for absences related to a compensable job-related accident. Any employee required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved employee. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the employee is scheduled to work, unless approved by the immediate supervisor.

4. Absence Beyond One Year

a. Not Eligible for Short Term Benefits

Should the employee continue to be off work beyond a period of one calendar year, the

employee shall not then be eligible for short-term disability Benefits under Article XXVIII, Section V(12).

b. Benefits Payable Only Under Workers' Compensation and LTD

Any benefits beyond one year shall be payable only under the terms of Workers' Disability Compensation Act, and Long-Term Disability insurance coverage of the District. No District supplement will be made after twelve months.

c. Job Not Held Open

If the employee does not return to work after one calendar year from the initial date of injury, the employee's position will not be held open for the employee and the provisions of Article XXVII Section A - Leaves of Absence Without Pay or Credit will apply.

F. Carried Over Leave Days

Leave days that are not used during a school year will be carried over for use in the next school year. Carried over leave days may be used as follows:

1. When current leave days have been exhausted.
2. If current leave days for the year are depleted, employees may use up to one (1) personal day from the accumulated leave bank. In no case can the total exceed (3) personal days during the year.
3. Employees shall continue to earn 100% of their daily rate/salary to the extent of accumulated leave bank days as outlined in the above paragraph, with a day of deduction for each day of pay.

ARTICLE XXVII:

UNPAID LEAVES

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

1. Medical Leave for Extended Illness

An employee is entitled to a medical leave of absence for an extended illness.

- a. The leave is available for up to one calendar year from the date the leave began.
- b. To be eligible for the leave, the employee must apply for the leave, in writing, by completing the appropriate Family and Medical Leave Request form, available from the Human Resources Office.
- c. The application for leave must be completed within the first 5 days of absence, whenever possible.

2. Short Term Disability

During the initial year of disability, the employee is eligible for short term disability insurance in accordance with the applicable provisions of Article XXVIII Section V - Short Term Disability. This initial year of disability will be considered a paid disability, and the employee will accrue seniority and earn salary schedule credit. If an employee returns to work during the initial year of disability, he/she will be returned to his/her regular position.

3. Position Not Held Open After One Year

If an employee does not return to work after one calendar year from the date the leave began, the employee's position will not be held open for the employee.

4. Use of Accumulated Leave Days to Extend Medical Leave of Absence and Employment Rights

An employee who has completed the probationary period may use his/her unused accumulated leave days to extend the first medical leave of absence and his/her employment rights. If an employee's leave bank exceeds the initial year of disability, the employee's right to return to work to the first BHEA vacancy for which the employee is certified and qualified will be extended for a period equal to the additional leave days. For example:

- a. Leave Bank = 289 days
- b. Leave Days used = 189 days

First medical leave of absence and employment rights continue for an additional 100 work days.

The employee will not receive compensation for the leave days after the initial calendar year of disability, nor is the employee eligible to receive employer paid benefits after the initial calendar year of disability. Any compensation or benefits beyond one year is payable to eligible employees only under long term disability insurance or Workers' Disability Compensation Act.

5. **Second Year Leave of Absence for Employees Who Have Completed the Probationary Period**

After the initial period of disability, an employee who has completed the probationary period may make a written request to extend the leave for an additional year. The second year would be considered an unpaid leave of absence, for medical reasons. The request must be made at least thirty (30) days prior to the expiration of the first calendar year of absence. The Board may grant the request at its discretion. The employee's position will not be held open for the employee during the second year leave of absence.

An employee who is granted a second year of medical leave and who is medically able to return to work before the expiration of the second year, may be considered for placement in a vacant BHEA position for which the employee is certified and qualified. If the employee retires during this time period, this paragraph does not apply.

6. **Separation from Employment**

If the employee does not request the additional year leave of absence or if the Board denies the request, the employee will be separated from employment with Bloomfield Hills Schools. An employee who does not return to work at the conclusion of the second year leave of absence will be separated from employment with Bloomfield Hills Schools.

7. **Return to Work**

The employee must supply a physician's authorization permitting the employee to return to work. The District may require the employee to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final.

8. **Probationary Employees**

A probationary employee is eligible for the short term disability and long term disability insurance provisions of Article XXVIII Sections V and U and the Worker's Disability Compensation under Article XXVI Section E. However, a probationary employee is not eligible for a second year leave of absence. A probationary employee who does not return to work at the conclusion of one calendar year after commencement of the absence, shall be separated from employment.

9. **Worker's Disability Compensation**

If the employee's medical leave is determined to be compensable under the Worker's Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave during the first calendar year of the absence and provisions of Article XXVI Section E - Workers Compensation, shall apply. The employee will accrue seniority and earn salary schedule credit during the first calendar year of worker's disability compensation leave. If an employee returns to work during the initial year of disability, he/she will be returned to his/her regular position.

10. Parental Leave

a. Parental Leave of Absence for Balance of School Year:

An unpaid leave of absence for the balance of the school year shall be granted upon request. For a teacher receiving paid disability following the birth of a child, the leave shall commence subsequent to the paid disability leave which concludes when the teacher is no longer disabled. The parental leave shall expire on June 30 of the school year in which the leave is granted.

An unpaid parental leave of absence for the balance of the school year is not available to teachers until they have completed one full year of employment as a member of BHEA. However, after completion of the year of employment, such teachers are eligible for the first year and second year parental care leaves provided below.

b. First-Year Parental Care Leave:

Upon request, a first-year parental care leave shall be granted by the Board after the expiration of the paid disability leave, if applicable, for a period of one school year.

c. Second-Year Parental Care Leave:

A second year parental care leave shall be granted upon request.

d. Mutual Agreement to Terminate Leave and Return to Work:

The teacher may return from leave at any time during the parental leave upon mutual agreement between the teacher and the Board, providing there is a vacancy for which the teacher is certified and qualified.

e. Expiration of Leave - Notification of Return to Work:

When the parental leave expires, the teacher shall indicate their desire to return the following school year as early as possible, but no later than April 1, or as defined in Section (E) of this Article — Return from Leave of Absence.

f. Adoption:

For the purposes of caring for a newly adopted child, a teacher may use up to six weeks of family illness days, if available, for paid leave. A teacher eligible for FMLA protection may take up to twelve weeks unpaid leave using a combination of up to six weeks of paid leave, and unpaid leave. In accordance with FMLA guidelines, if both parents are employed by the district, a total of twelve weeks may be divided between the employees.

g. Paternity Bonding Leave: The Family Medical Leave Act (FMLA) permits a qualified employee to take unpaid leave for the purpose of bonding with the new child. Paternity leave may consist of 6 weeks of continuous bonding time during the 12-week FMLA period. Employees may use compensated leave time for the purpose of bonding time, so long as the leave is one continuous leave. A regularly scheduled school break, including summer break, does not constitute a break in leave so long as the employee remains on leave the last workday immediately preceding and after the break period.

i. For example, if the employee wishes to take six weeks of bonding time and elects three weeks of bonding time at the end of the school year, immediately following a maternity

leave, the employee could use the remaining three weeks of bonding time at the beginning of the next school year. Bonding time for the mother or father will be paid if the employee has days available in their leave bank. It will be assumed that if the teacher has banked leave days, they will be used for this purpose unless otherwise notified by the teacher that they wish not to be paid for bonding time.

- ii. When paid leave time is utilized during bonding time leave, the leave time must be earned.
- iii. When an employee is extending continuous bonding leave from one school year to another, their annual leave bank will not be advanced per Article XXVII Section A until the employee returns to active status.
- iv. If both parents are employed by the district, a total of twelve weeks may be divided between the employees.

h. Parental Leave Between School Years (FMLA)

- i. The Family Medical Leave Act (FMLA) permits a qualified employee to take a continuous block of unpaid leave for the purpose of bonding with the new child.
- ii. A 12-week maternity leave generally consists of 6-8 weeks of disability leave and 4-6 weeks of bonding time.
- iii. When paid leave time is utilized during a Family Medical Leave, the leave time must be earned.
- iv. Bonding time may be eligible for the use of paid leave time in accordance with the following criteria:
 - When the child is born (vaginal birth) within the last thirty (30) work days of the school year, up to thirty (30) days of paid leave may be used at the start of the school year in a continuous leave. When the child is born (C-Section birth) within the last forty (40) work days of the school year, up to twenty (20) days of paid leave may be used at the start of the school year in a continuous leave.
 - When the child is born with between thirty (30) and forty-five (45) work days remaining in the school year and the thirty days of disability leave will end during the last three (3) weeks of the school year, the District will follow the provisions set in Appendix C, Section I(2). The use of paid leave is permitted for bonding time for the duration of the school year. The employee will be entitled to use remaining FML time in the fall, but the use of paid leave would not be permitted.
 - When the child is born forty-five (45) work days or more before the end of the school year, the employee may remain on Family Medical Leave for up to twelve (12) weeks and use paid leave for the bonding time. If the employee chooses to remain on leave at the start of the next school year, the use of paid leave would not be permitted. If the employee chooses to return for the end of the school year, up to thirty (30) work

days of continuous leave may be taken and paid leave time is permitted at the start of the next school year.

- When the child is born after the end of the school year and more than six (6) weeks (eight (8) for C-section) before the start of the school year, the employee may use up to thirty (30) days of paid leave time for the purpose of child bonding to start the next school year.
 - When the child is born after the end of the school year and less than six (6) weeks (eight (8) for C-section) before the start of the next school year, the employee may start the school year on leave (FML) with the use of paid leave for the remainder of time designated as disability leave and continue on leave (FML) for a child bonding period of up to thirty (30) work days. After this time, the leave would be unpaid.
- v. Paid leave for the purpose of child bonding cannot be split between two school years.
- i. Maternity leave and paternity leave will be treated equally as defined above.
- j. Any teacher wishing to use paid bonding time shall notify the district thirty (30) days prior to the documented due date of the child.
- k. Teachers wishing to utilize the unpaid parental leave for the remainder of the school year provision, shall notify the District of their request no later than the end of the disability period following the birth of the child.

11. Public Office

Any teacher who has completed the probationary period who files proper application to campaign, or serve, in an elected public office may be granted leave of absence for one year.

B. Military Service

Teachers who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion, a certification of physical and/or mental capacity may be required as a condition of re-employment.

C. Non-compensable Leave - Up to Five Days

A teacher shall be granted a short-term leave without pay for the purpose of attending to private matters for a period of up to five (5) teaching days contingent on the approval of the appropriate administrator.

Non-compensable leaves shall not be approved for use at the beginning or the end of the school year or the holiday recess periods and, further, such leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events, or extended vacations. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.

D. General Leaves of Absence

A leave of absence may be granted for other reasons as approved by the Board. This provision shall not be subject to the grievance procedure.

E. Return From Leave of Absence

Those individuals on leave of absence must inform the Human Resources Office of their intent to return, or request an extension, if eligible, on or before April 1 of the school year during which the leave of absence is in effect. Exception: if the leave of absence commenced after April 1, the individual must inform the Human Resources office no later than July 1 of the same school year. Before an individual on a medical, maternity, or maternal care leave will be returned to work, a physician's statement must be provided releasing the teacher to return to work.

Individuals on leave of absence who do not notify the Human Resources Office on or before April 1 (or July 1 if the leave commenced after April 1 in the same school year) will be considered as having voluntarily resigned.

F. Paternal Care

The Board of Education will provide a paternal care leave equivalent to the maternal care leave as provided in Section A(10) of this Article.

G. Family and Medical Leave Act

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

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

ARTICLE XXVIII:

INSURANCE PROTECTION

(SUBJECT TO COMPLIANCE with the PUBLICLY FUNDED HEALTH CONTRIBUTION ACT – 2011 PA-152)

A. Eligibility

The Board shall provide a cafeteria benefits plan (Educated Choices) that includes coverages and benefits as defined in this Article and in accordance with contract provisions for eligible members. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive the benefits.

Designation of the insurance carrier in this Article is contingent upon the carrier's agreement to individually experience and rate the bargaining unit as a separate group, to provide the District with such information as it may request relating to the bargaining unit's experience rating and to eliminate true group requirements for any aspect of the plan. The employer may waive any or all of the above criteria.

B. Commencement and Duration of Coverage

1. Commencement of Insurance Benefits

Subject to the terms of the contracts with the respective insurance carriers, insurance benefits shall commence on the date of hire. Coverage shall remain in effect for the duration of this Agreement as long as the employee is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works.

2. Benefits Continue through August for Leaves of Absence

Benefits will continue through the month of August for employees who complete the school year and then take a leave of absence or who are laid off.

C. Duplication of Hospital/Medical Coverage Permitted While District is Self-Insured Duplication of hospitalization insurance is permitted as long as the District is self-insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from the spouse's hospitalization insurance plan. Any employee 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.

If District Not Self-Insured

In the event the District is no longer self-insured, duplication of medical/hospitalization insurance will not be permitted. The Human Resources Department will notify employees, in writing, if the district is no longer self-insured. In that event, employees shall not knowingly cause the Board to provide medical/hospitalization insurance coverage that is a duplication of such coverage already held by

the employee. The Association shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

D. Cafeteria Benefit Plan - Educated Choices Group Medical Coverage

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 provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following options:

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:

- a. Two BCBS PPO plans which meet the HDHP regulations.
- b. Two BNC HMO plans which meet the HDHP regulations.
- c. The District will bid plan coverage every three years as required by law and will negotiate any plan changes with the Association.

*Please refer to the coverage summary in Appendix B in the back for additional information. Appendix B is provided for information only and is not part of the contract.

E. PPO/HDHP/HSA Prescription Drug Coverage – Triple Tier Copayment

The HSA prescription drug benefit, including mail order drugs, are subject to the same deductible and same annual co-insurance/copay dollar maximums as the HSA medical coverage. Benefits are not payable until the annual deductible has been met. After the deductible has been satisfied, the applicable copays 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 B for a summary of the prescription drug coverage for the PPOs) Appendix B is provided for informational purposes only and is not part of the contract.

F. 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. The District shall subtract the chosen plan premium from the hard cap amount to determine the HSA contributions. This amount will be prorated for coverage for less than a full calendar year. Such employees may also receive a district contribution to his/her Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. 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.

1. Other Factors

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

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

Those employees who are not eligible to participate in an HSA due to IRS established age restrictions, currently age 65 and over, or employees who do not elect to participate in an HSA, will receive the employer contribution into a Flexible Spending Account.

2. Proration of District Contribution to Health Savings Account

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 one level to another, 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 contributions.

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.

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

G. 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 for those individuals who do not elect the employer-provided medical/hospitalization coverage. The co-payment will be prorated if the employee does not work a full plan year. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

1. Single Opt Out \$1,250
2. Two-Person Opt Out \$1,900
3. Full Family Opt Out \$2,550

H. Family Continuation Coverage

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

I. Employee Contribution

Each employee electing health insurance coverage shall make the following pre-tax contribution. The amount will be prorated if the employee does not work a full plan year:

1. Single \$500
2. Two-Person \$1,000
3. Full Family \$1,000

J. 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 section I above. Eligibility for the rebate is based upon receipt by the Human Resources Department of the completed health risk assessment 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%.

K. 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 sections D and G above and permit employee and employer Health Savings Account contributions, subject to applicable tax requirements.

L. Vision Plan

The employer will pay the premium for a vision care program for full-time employees and employees eligible for vision coverage under section W of this Article (Insurance Benefits - Less Than Full Time).

The vision care program will provide a percentage of reimbursement for vision care as provided by the carrier and outlined in the Educated Choices workbook. The plan shall provide for annual services, including examination, lenses and a \$150 cap on frames and contact lenses.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications. The Association will have prior notice of any carrier change.

M. Dental Plan

The employer will pay the premiums for a dental program for full-time and other eligible employees that will pay 100% for Class I and Class II preventative and basic care, 70% for Class III restorative, and 60% for Class IV (orthodontic).

Individual dollar expenditures per year in Classes I, II and III shall not exceed \$1,250/person; and in Class IV individual expenditures shall not exceed \$1,500/lifetime. These percentages of reimbursements for dental care will be in accordance with the coverage schedule provided by the carrier and outlined in the Educated Choices Workbook.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications. The Association will have prior notice of any carrier change.

N. Life Insurance

The employer shall select the insurance carrier who will provide each teacher with a forty-five thousand dollars (\$45,000) group term life insurance policy. Such program shall pay to the teacher's designated beneficiary, the sum of forty-five thousand dollars (\$45,000) upon death.

O. Additional Life Insurance — optional

Employees have the option to purchase additional life insurance with pre-tax dollars, to a maximum

of \$300,000, at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability may be required.

P. Dependent Life Insurance — optional

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

Q. Accidental Death and Dismemberment

The employer will provide each employee with an accidental death and dismemberment insurance policy which shall pay to the designated beneficiary the sum of forty-five thousand dollars (\$45,000) upon accidental death.

Dismemberment benefits payable to the employee shall be in accordance with the policy benefit schedule.

R. Health Care Reimbursement Account — optional

Each employee will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the Educated Choices Workbook.

S. Dependent Care Reimbursement Account — optional

Each employee will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the Educated Choices Workbook.

T. Voluntary Accident Insurance — optional

Each employee will have the option to purchase and participate in Voluntary Accident Insurance. Minimum group employee participation may be required by the carrier in order to offer the coverage. Carrier selection shall remain the prerogative of the District and coverage provisions may vary, but will be comparable to any previous carriers. The Association will have prior discussion before any carrier change.

U. Long-Term Disability Insurance

The employer shall provide a long-term disability insurance plan. The disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$5000 per month to the employee who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after 12 months of such sickness or injury and shall be payable until the employee returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the employee's regular salary divided by 12.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's benefits or other such pensions.

V. **Short-Term Disability**

Each employee who is unable to work due to an extended illness or accident will be provided the following short term disability insurance coverage:

1. After qualifying for and after making proper application, in compliance with the Family Medical Leave Act, the employee shall continue to be paid according to the following percentage:

- a. If the average of the annual unused leave days is six (6) days, or more per year, the employee will earn 100% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- b. If the average of the annual unused leave days is between 2-5 days (but not 6) the employee will earn 90% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- c. If the average of the annual unused leave days is between 0-1 day (but not 2) the employee will earn 75% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- d. For purposes of computation of the annual unused leave days of this clause only, the number of leave days shall be deducted from eleven (11).

2. **Qualification for Short-Term Disability**

To qualify for the short-term disability, the employee must (a) be ill for five (5) consecutive days, or more, (b) complete the Application for Short Term Disability Benefits form (c) complete the Application for Family Medical Leave form (d) provide the human resources office with a completed Certification of Health Care Provider form, (e) use a minimum of five (5) leave days and (f) deplete their sick bank to a balance of no greater than five (5) days. Leave days remaining in the bank at this time will be available for use upon return from disability. However, at the onset of their disability, the employee may elect to deplete their leave bank to zero (0).

3. **Formula — average annual unused leave day accumulation**

To determine the average annual unused leave day accumulation, the following formula shall be used:

- a. For the most recent four years of employment or years of service whichever is less, the unused leave days as of June 30 will be divided by the years of service to a maximum of four years to determine the average annual accumulation.
- b. The year of disability shall not be included in this calculation (example).

Most Recent Years Of Service	Base Days	Days Used	Balance
Year 1	11	2	9
Year 2	11	3	8
Year 3	11	4	7
Year 4	11	2	9

Totals	44	11	33
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Average accumulation: 33 days divided by 4 years = 8.25 days

8.25 days = 100% short term disability pay

A lengthy illness may deplete the leave bank, however, an annual balance can be no less than zero (0) for a given year. Staff members who elect to retain five (5) leave days to use when they return from Short Term Disability will have zero (0) used for that year when calculating future disability percentage amounts.

4. Days of illness beyond sick bank days accumulation, and, not at least five (5) consecutive days, are deductible in pay.
5. **Recurrence of Illness Within Ten Days After Return to Work**
An employee who returns to work following an extended illness shall have ten (10) school days during which time he/she continues to be eligible for the short-term disability coverage should the illness reoccur within the ten-day period.
6. Employee Shall Not Receive More Than 100% of Annual Salary Under the terms of this provision an employee shall not receive more than his/her annual salary.
7. **Return to Work**
The employee must supply a physician's authorization (on a District approved form) permitting the employee to return-to-work. The District may require the employee to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return-to-work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final.
8. **Position Not Held Open After One Year**
If an employee does not return to work after one calendar year from the initial date of disability, the employee's position will not be held open for the employee.
9. **Extension of Leave Beyond One Year**
After the initial year of disability, an employee may make a written request to extend the leave for an additional year in accordance with the applicable provisions (Article XXVII(A)(1) Leaves of Absence - Without Pay and Without Salary Credit).
10. **Disabilities Incurred Prior to Employment with the District**
The short-term disability benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with the district.
11. **Benefits**
An employee eligible for short term disability insurance protection will continue to receive all benefits through the cafeteria benefits plan for which the employee is eligible for up to one calendar year. At the conclusion of the year, all district provided benefits will cease other than the benefits provided by long term disability insurance for which the employee is eligible.

12. Workers' Compensation

If the employee's medical leave is determined to be compensable under the Workers' Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave. The employee will not be eligible for short term disability, and the provisions of Article XXVI (E) - Workers Compensation, shall apply.

W. Insurance Benefits - Less than Full Time

Each less-than-full-time or shared-time employee will have the premiums paid for the following coverages as elected by the individual within the Cafeteria Benefits program (Educated Choices). Less than full time staff will have the same options for Medical insurance plan choices as outlined in Section D of this Article.

1. Each employee working a schedule of 75% but less than 100% may elect single-subscriber hospital/medical, single subscriber dental and vision insurance or full-family dental and vision if no health coverage is elected. In the event that no health, dental or vision is elected, the cash in lieu of health insurance option defined in Section G of this Article may be elected.
2. **Schedule of Less Than 75%**
Each employee working a schedule of less than 75% may elect single- subscriber health or full-family dental and vision. If no health, dental or vision plan is elected, the cash in lieu of health insurance option defined in Section G of this Article may be elected.
3. Short Term Disability, Long Term Disability and Life Insurance Provided Each employee will be provided with short-term disability, long-term disability and life insurance, as defined in the collective bargaining agreement; and leave days will be equal to the length of day worked.

ARTICLE XXIX:

PROFESSIONAL DEVELOPMENT

- A. The Board shall encourage and assist the Association in its services to the teachers of Bloomfield Hills in matters such as housing information, community orientation, charity collections, i.e., United Fund, faculty social and recreational events.
- B. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- C. The Board agrees to provide, upon application, the necessary funds, drawn from a budget based on the number of teachers per building, for those who desire to attend select professional conferences and school visitations, meetings, as approved by the Administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation or leave days. Board funds spent for such purposes shall reflect a policy of spreading such opportunity within levels and subject areas. Approval for attendance is contingent on administrative approval.
- D. At the written request of the Association (and supported with reason), or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. However, there shall be no additional cost to the Board for teacher attendance. Those teachers not desiring to attend shall not be required to do so.
- E. Professional Development Days required by the school code will include a minimum of five (5) days included in the school calendar as work days, three (3) hours at district approved activities outside the school day that include Community Participation Hours and/or "On Your Own" Professional Development. Additionally, three (3) hours are provided in the calendar for mandated online training modules.
 - 1. The Administration may provide a list of district sponsored/approved professional development activities from which staff may participate and, upon completion, satisfy the professional development requirements. Such activities may be approved by the administration and when approved will be added to the list.
 - 2. The general guidelines governing activities are contained in Appendix D. There will be a common start/end time on full day Professional Development Days.
 - 3. The three hours of professional development (OYOT and/or CPH) which occur outside of the school day must be completed by June 1 of each school year. Failure to complete the annual required hours will result in docking of pay for each hour of professional development time not completed. Elementary and middle school UA teachers may opt to use the three (3) hours OYOT/CPT for planning/record keeping purposes.

4. The requirement that the activity take place outside of the school day may be waived at the sole discretion of administration. The administration will determine what constitutes professional development after consultation with the Association.
5. The Building Administrator(s) along with the BHEA Building Representatives will create a list of activities for Community Participation Hours by October 1st of each year.
6. Only procedural violations of this provision are subject to the grievance procedure.

ARTICLE XXX:

INFORMAL CONFERENCES

The Superintendent, and such other Board representative as the Board or the Superintendent may designate, will meet informally once a month on a regular schedule as mutually agreed upon with the Association for the purpose of discussing problems of mutual concern. (Additional meetings may occur as are mutually agreed.)

These informal discussions shall involve mutual exchange of suggestions and ideas and shall not be considered negotiations. The sole purpose of these conferences is to provide communication between the Board and the Association, informally to gain insights and better understandings between the parties and to promote closer cooperation in all relationships concerning this Agreement.

ARTICLE XXXI:

RETIREMENT / SEVERANCE / EMPLOYER CONTRIBUTION

A. Severance

1. Severance Program

The severance program is available for those teachers who are eligible for retirement benefits according to the rules of the Michigan Public School Educators Retirement System (MPERS).

2. Eligible teachers, who have worked for the district for a minimum of 5 years, and who have provided the Human Resources Department of a written resignation to retire under MPERS and confirmation of application for benefits from MPERS will be eligible for severance payment. Teachers who have previously retired from the District and returned to employment with the District are not eligible for the severance program.

3. Notice of Retirement Incentive

Each eligible teacher shall receive two thousand dollars (\$2,000) upon submitting a letter of resignation for the purpose of retirement more than ninety (90) calendar days prior to the effective date of the retirement.

4. Each teacher upon resignation for the purpose of retirement, or resignation due to illness or death shall receive a payment for each year of service as defined below:

- a. Five hundred dollars (\$500) for each year of service greater than .5 FTE.
- b. Two hundred fifty dollars (\$250) for each year of service less than or equal to .5 FTE.

5. Each teacher upon resignation for the purpose of retirement, or resignation due to illness or death shall receive twenty dollars (\$20) per accumulated leave day up to a total of two hundred fifteen (215) days.

6. Teachers Hired Prior to 1995/1996

Prior to the expiration of the 1995/96 master agreement, employees earned an additional \$1,000 per year of active service to a maximum of \$23,000 for twenty-three (23) or more years of active service. Those individuals who have earned a severance payment of \$10,000 or more shall have their severance accounts frozen at the June 30, 1996 level and shall no longer accrue an additional \$1,000 per year of active service. A teacher who qualifies for this severance payment will receive it should it be greater than the severance outlined in numbers 4 and 5 above.

7. A year of service is defined as paid employment from the beginning to the end of one work year.

- a. New teachers who are hired before October 1st, but after the first teacher workday are eligible to earn a full year of service credit.
- b. Teachers who are on a leave through FMLA, whether paid or unpaid, and return within the FMLA timelines, are eligible to earn a full year of service credit.

- c. Teachers who are on an unpaid leave of 6 days or more during the course of the year are not eligible to earn a full year of service credit.
 - d. Exceptions may be reviewed at the discretion of human resources.
8. Severance Payment The individual will receive a district paid 403(b) contribution within thirty (30) days after the effective date of the resignation.

B. Hold Harmless

The Association agrees that it will indemnify and hold the Board harmless from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

ARTICLE XXXII:

FAIR PRACTICES

A. Non Discrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination based upon those classifications protected by applicable state and federal law.

B. Equal Educational Opportunity

The Board and the Association pledge to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE XXXIII:

CONTRACT APPLICATION

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and distributed to each Building Representative, the Building Administrators, and members of the bargaining team. All members of the bargaining unit will be provided a PDF of the Agreement as well as a link to the CBA maintained on the district website no later than thirty (30) days after formal ratification by both the Board and the Association.

ARTICLE XXXIV:

CONTRACT RESPONSIBILITY

- A. During the term of this Agreement the Association shall not authorize, cause, engage in or sanction any strike, picketing during school hours, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing during school hours, or refusal to perform the duties of his or her employment.
- B. In the event of any violation of this Article, the Association shall forthwith declare in writing and deliver to the Board or Superintendent, that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.
- C. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this Article. Prior to taking such action, the Board shall notify the Association in writing of its intentions and may also consult with the Association in connection therewith.

ARTICLE XXXV:

CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or application shall continue in full force and effect.

ARTICLE XXXVI:

DURATION

A. Effective Dates of Contract

This Agreement and each of its provisions shall be effective as of August 25, 2025 and shall continue in full force and effective through June 30, 2029.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties agree that every effort will be made to initiate bargaining in a timely fashion following receipt of the demand to bargain.

B. Contract Ratification and approval

A tentative Agreement was reached by the parties on August 6, 2025. This Agreement was ratified by the Bloomfield Hills Education Association on August 19, 2025 and was approved by the Board of Education on August 25, 2025.

C. Contract Reopener

Either party may reopen the contract prior to the June 30, 2029 (or earlier, if needed) for the purpose of changing contractual provisions to comply with current law (e.g., The Patient Protection & Affordable Care Act), by serving written notice of such intent upon the other party by registered or certified mail.

ARTICLE XXXVII:

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.”

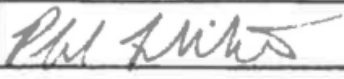
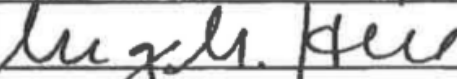
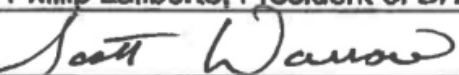
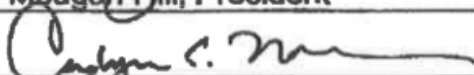
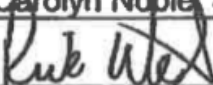
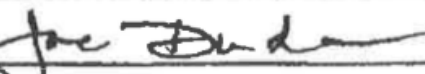


www.bloomfield.org | 248.341.6390 | @BHSchools
 7273 Wing Lake Road, Bloomfield Hills, Michigan

**AGREEMENT BETWEEN BLOOMFIELD HILLS BOARD OF EDUCATION AND
 BLOOMFIELD HILLS EDUCATION ASSOCIATION (BHEA)**

Bloomfield Hills Schools and the Bloomfield Hills Education Association reached a 4-year tentative agreement on August 6, 2025.

This new contract covers the 2025-26, 2026-27, 2027-28, and 2028-29 school years. The agreement will expire on June 30, 2029.

BHEA DATE OF RATIFICATION: 8/19/2025	BOARD OF EDUCATION DATE OF RATIFICATION: 8/25/2025
	
Phillip Laliberte, President of BHEA	Meagan Hill, President
	
Scott Warrow, MEA Executive Director	Carolyn Noble, Secretary
	
	Rick West, Superintendent
	
	Joe Duda, Assistant Superintendent of HR

Appendix A:

2025-29 School Calendars

2025-29: https://drive.google.com/file/d/1s1_xdrNrJdmm2QrkNZ7D20-xG8c7J_k2/view?usp=sharing

Appendix B:
Summary Plan Descriptions

View Current Summary Plan Descriptions at www.bloomfield.org

https://secure.munetrix.com/n/Michigan/Schools/GDR/Oakland-Schools/District/Bloomfield-Hills-Schools/School/Doc_download/29649

Appendix C:

Family Medical Leave Act

Regulation 4400.1

Family and Medical Leave Act Regulation

A. 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.

B. DEFINITIONS

1. "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.

2. "Spouse"

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.

3. "Parent"

A 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.

4. "Child"

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.

5. **"Incapable of self-care due to a mental or physical disability"**

Is 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:

- a. Has a disability as defined by the ADA;
- b. Is incapable of self-care due to that disability;
- c. Has a serious health condition; and
- d. Is in need of care due to the serious health condition

6. **"Next of Kin of a Covered Service Member"**

Is 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.

7. **"Military Family Leave"**

Either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:

- a. "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.
- b. "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.

8. "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:

- a. inpatient care (an overnight stay);
- b. 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.
- c. a period of incapacity from work due to pregnancy or for prenatal care;
- d. a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer); or
- e. 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."

9. "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.
10. "District" means the Bloomfield Hills Schools. This regulation shall be implemented by the Superintendent or his/her designee.

C. GENERAL

1. 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.

2. Eligible employees may use FMLA leave for one or more of the following reasons:
 - a. The birth of a child and care for a newborn;
 - b. The care for a newly-adopted child or child recently placed in an employee's home for foster care;
 - c. 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;
 - d. 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
 - e. 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.
3. 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 B(7)(a)., 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.

D. NOTICE

1. Notice by Employee. The employee shall give notice for FMLA leave according to the following:
 - a. 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.
 - b. 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 B(1). of this policy.

2. 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.

E. 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.

F. MEDICAL CERTIFICATION

1. 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.
2. 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.

3. 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.
4. 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:
 - a. 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.
 - b. 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.
 - c. The District may request recertification in less than 30 days if:
 - i. an employee requests an extension of leave;
 - ii. circumstances described by the previous certification have changed significantly; or
 - iii. 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.

G. INTERMITTENT/REDUCED LEAVE SCHEDULE

1. 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.

2. 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.
3. 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.
4. 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:
 - a. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - b. 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.

H. BENEFITS

1. 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.
 - a. 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.

- b. 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.
- c. 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.
- d. 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.

2. Disability Plans and FMLA Leave:

- a. 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.
- b. Disability Plan Leave. The District may designate any employer-sponsored disability plan leave as FMLA leave.

I. RETURN TO WORK

- 1. 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.
- 2. Periods Near the Conclusion of an Academic Team
 - a. 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 terms.
 - b. 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.

- c. 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.
3. 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.

J. KEY EMPLOYEES

1. Definition. A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
2. 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.
3. 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.

4. 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.

K. 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.

L. FORMS

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

1. WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition
2. WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition
3. WH-381 Notice of Eligibility and Rights & Responsibilities WH-382 Designation Notice
4. WH-385 Certification for Serious Injury or Illness of Covered Service Member For Military Family Leave
5. WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

Legal Authority: Family and Medical Leave Act of 1993, 29 USC § 2601 et. seq.; Americans with Disabilities Act of 1990, as amended, 42 USC § 12101, et. seq.

Date Adopted: April 24, 2009

Revised: March 15, 2013

Appendix D-1:

Professional Development Guidelines

According to the Michigan Department of Education, a quality acceptable professional development activity is a planned and purposeful activity that is directly related to one's teaching assignment and is specifically designed to enhance the teacher's capacity to meet and support the learning and developmental needs of all students.

Guidelines

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

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

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

Appendix D-2:

Professional Development Parameters

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

- A. If a BHEA staff member is attending a district-paid conference that offers sessions on a Saturday or Sunday, time spent in attendance at the Saturday or Sunday sessions may be counted toward the “on your own” professional development time. (note: The building administrator must approve attendance at the Saturday or Sunday session in advance.)
- B. If a staff member attends a district-paid conference during a school recess period (i.e., summer recess) at the suggestion of his/her administrator, the conference may be counted toward professional development “on your own time” provided the staff member is not being compensated for his/her time spent in attending the conference.
- C. Article XVII(k) of the BHEA contract provides for \$150 in conference expenses with special consideration given to unified art/elective teachers and support staff.

Appendix D-3:

Online Training Requirement

Three hours of Online Training must be completed using the Global Compliance Network. The Training Requirements should include but not be limited to Bloodborne Pathogen Training, Seclusion and Restraint Training (one time training (and any other training module that is determined by state law and/or the district through conversation with the BHEA. It is estimated the required training will be one hour or less. The other hours are to be selected by the teacher based on their professional interests. These hours are part of the 30 hours of District Provided Professional Development. These hours must be completed by the required date.

Appendix D-4:

Three Hours “On Your Own Time”

The three hours of “On Your Own Time” must be completed by June 1st. The three hours can be any combination of professional development (as outlined in Appendix D-1) and Community Participation Hours.

Community Participation Hours guidelines will be created at each building by the building administrator and the BHEA building representative(s). This set of guidelines will be given to the membership no later than October 1, 2019.

Special Consideration: Elementary and Middle School Elective/United Arts Teachers may use the 6 Hours of OYOT/CPH as Record Keeping Hours.

Appendix E:

NEA Code of Ethics

Preamble

The National Education Association believes that the education profession consists of one education workforce serving the needs of all students and that the term 'educator' includes education support professionals.

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

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

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

PRINCIPLE I

COMMITMENT TO THE STUDENT

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

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

- A. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
- B. Shall not unreasonably deny the student's access to varying points of view.
- C. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- D. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- E. Shall not intentionally expose the student to embarrassment or disparagement.
- F. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--

1. Exclude any student from participation in any program
 2. Deny benefits to any student
 3. Grant any advantage to any student
- G. Shall not use professional relationships with students for private advantage.
- H. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

COMMITMENT TO THE PROFESSION

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

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

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

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

Adopted by the NEA 1975 Representative Assembly

Appendix F:

Six of Eight High School Block Schedule Administrative Guidelines

Effective in the 2012-13 school year, the high schools will have an eight period day and the teachers in the high schools will follow a six of eight class period teaching schedule. The administrative guidelines for the six of eight class period teaching schedule are listed below. The guidelines are for illustrative purposes only and are not intended to be an exhaustive list. (The guidelines are not part of the collective bargaining agreement and may be amended by administration after consultation with the BHEA). The guidelines include:

- A. Each teacher will be assigned six of eight block periods.
 - 1. Primary assignments will consist of five academic classes coupled with one advisory period. At the option of administration, teachers will be assigned to teach a sixth academic period. The administration may solicit volunteers for the sixth academic period. However, the decision of the administration will be final.
 - 2. The advisory period is recognized as one of the teacher's six teaching assignments.
 - 3. Teachers assigned a sixth academic section will be required to publish office hours on their Moodle site, as well as their syllabus, in order to provide academic support for the students.
- B. Teacher preparatory periods:
 - 1. Each teacher will have one individual preparatory period over a normal two day block schedule.
 - 2. Each teacher will have one flexible preparatory period over a normal two day block schedule. The use of the flexible preparation period is subject to the discretion of administration. Examples of flexible preparation period assignments are, but not limited to, the following:
 - a. Curriculum-focused tasks, building-wide initiative, and academic or behavioral interventions. School Improvement Tasks, State Reporting Requirements, and Data Analysis to inform instruction.