

**AGREEMENT BETWEEN
BLOOMFIELD HILLS SCHOOLS
and the
ADMINISTRATIVE COUNCIL**



Bloomfield Hills Schools

Scholarship · Opportunity · Integrity

JULY 1, 2005 through JUNE 30, 2008

63080
2008 06 30
AC
X

Comprehensive education at its finest.

TABLE OF CONTENTS

GENERAL PROVISIONS.....	1
Composition of Administrative Council	1
Education Standards	1
Evaluation	1
No Administrative Tenure	1
Professional Rights.....	1
Due Process.....	1
Length of Service/Probationary Period	2
Additional Assignments.....	2
VACATION PROVISIONS.....	2
Non-Scheduled Days	2
Vacation Days for Those Individuals Employed Prior to July 1, 1985.....	2
Work Year	2
Holiday Work Schedules	3
COMPENSABLE LEAVE DAYS.....	3
Use of Leave Days	3
Personal or Family Illness	4
Personal Days.....	4
Religious Holidays	4
Special Leave.....	4
Bereavement	4
Leave Day Provisions.....	4
Inclement Weather Days	4
Leave Bank.....	4
Salary Continuation (Short-Term Disability).....	4
Jury Duty.....	5
Notify Personnel Office	5
Jury Duty Pay Differential	5
Workers' Disability Compensation.....	5
Notification	5
Doctor Visits	5
No Leave Days Charged	5
Workers' Compensation Pay Differentia	5
Benefits Beyond One Year	5
Administrators Who Do Not Return to Work within One Year of Commencement of Leave.....	6
UNPAID LEAVES OF ABSENCE.....	6
Leaves of Absence - Without Pay and Without Salary Credit.....	6
Protracted Illness	6
Maternity or Paternity Leave	6
Maternal Care Leave	6
Adoption or Paternity Leave.....	6
Public Office	7
Other Experiences.....	7
Family and Medical Leave Act	7
Military Leaves	7

PAID LEAVES OF ABSENCE	7
Administrative Growth Leave	7
INSURANCE BENEFITS	7
Life Insurance.....	7
Life Option.....	8
Accidental Death and Dismemberment	8
Hospital-Medical Insurance	8
No Duplication of Hospital-Medical Coverage.....	9
Cash in Lieu of Health Insurance Option - No Hospital-Medical Coverage	9
Dental	9
Vision.....	9
Benefits - Less than Full Time	9
Flexible Spending Accounts.....	9
Long-Term Disability	10
Benefits.....	10
Computation of Monthly Earnings.....	10
Benefits Reduced by Other Remuneration.....	10
Position Held Open for One Year	10
PAYROLL PROCEDURES AND DEDUCTIONS	11
Payroll Procedures	11
Payroll Deductions.....	11
Tax Sheltered Accounts - Advance Purchase	11
TERMS OF EMPLOYMENT	11
Two-Year Term of Employment.....	11
Administrative Staff Layoffs, Reassignments, & Personnel Reductions	12
Unsatisfactory Performance	12
Professional Conduct	12
Insubordination.....	12
Probationary Period.....	12
PROFESSIONAL REIMBURSEMENT	12
Administrative Council Growth Fund	12
Conferences	12
Tuition Reimbursement	12
Professional Organization Membership.....	13
Employment Related Items.....	13
Reimbursement of Expenses.....	13
Other Reimbursements.....	13
Mileage	13
SEVERANCE.....	13
Severance Program	13
Severance Benefit	13
Eligibility.....	13
Board Paid Tax Sheltered Contribution	14
Alternate Severance Plan.....	14
Retirement Life	14

ADMINISTRATIVE SALARY SCHEDULE.....	15
2002-2003 Salary Schedule.....	15
2003-2004 Salary Schedule.....	15
2004-2005 Salary Schedule.....	15
Degree Differential.....	16
Stipend for Certification.....	16
Stipend for NCA Chair/Goal Chair	16
DURATION OF AGREEMENT.....	17
APPENDIX A - MEDICAL PLAN COMPARISON CHART	18-19
APPENDIX B - FAMILY AND MEDICAL LEAVE ACT PROCEDURES	20-27
INDEX.....	28

ADMINISTRATIVE COUNCIL AGREEMENT
Employment Conditions & Procedures

ARTICLE 1 - GENERAL PROVISIONS

A. Composition of Administrative Council

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

B. Education Standards

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

C. Evaluation

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

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

D. No Administrative Tenure

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

E. Professional Rights

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

F. Due Process

Administrators shall be accorded procedural due process.

G. Length of Service/Probationary Period

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

1. An administrator shall serve a two-year probationary period. (The probationary period is defined in Article 9(F)). The two-year probationary period shall be served if the administrator is new to the District, has been transferred or promoted from a position not covered by the Administrative Council Agreement, or any time an Administrator is promoted to an administrative position covered by the Administrative Council Agreement. (Promotion is defined as being transferred to a position that results in an increase in pay.)
2. Upon completion of the two-year administrative probationary period, the administrator shall be credited with all continuous full-time employment in a teaching and/or administrative capacity for purposes of determining total length of service with the District.
3. In the event the administrator is transferred, reassigned, or reduced to a teaching position, the above-stated length of service will be credited to the administrator for employment and placement on the teachers' salary schedule. In such event, salary will be established by granting full years of experience for experience in education to the maximum allowable under the provisions of the applicable master agreement.
4. In addition to the placement on the teachers' salary schedule, as set forth in Paragraph 3, above, such administrator shall be credited with the length of service (as defined above) for other terms and conditions of employment, as specifically set forth in the teachers' collective bargaining agreement.
5. Upon completion of the administrative probationary period, such administrator shall be deemed to have tenure as a classroom teacher only, as per Article III, Section 1, of the Teacher Tenure Act, provided the administrator has the necessary certification, as defined by the State Board of Education and the Teachers' Tenure Act.

H. Additional Assignments

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

ARTICLE 2 - WORK YEAR AND VACATION PROVISIONS

A. Non-Scheduled Days

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

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

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

C. Work Year for School Building Administrators

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

<u>Position</u>	<u>Years of Service</u>					
	0	1	2	3	4	5
	<u>Days Scheduled</u>					
High School Principal	230	229	228	227	226	225
Middle School Principal	225	224	223	222	221	220
Associate HS Principal	226	225	224	223	222	221
Associate MS Principal	217	216	215	214	213	212
Elementary Principal	213	212	211	210	209	208
International Academy Principal	230	229	228	227	226	225
Supervisor of Deaf & Hard of Hearing Program	211	211	211	211	211	211
Supervisor of Wing Lake Developmental Center	235	234	233	232	231	230
Principal of Model High School	217	216	215	214	213	212
Principal of Alternative High School	217	216	215	214	213	212

D. Holiday Work Schedules

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

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

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

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

ARTICLE 3 - COMPENSABLE LEAVE DAYS

A. Use of Leave Days

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

1. Personal or Family Illness:
 - a. Personal illness of the administrator.
 - b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).

2. Personal Days: The administrator may use up to 3 days per year from current leave days as personal days. A reason may be required.
3. Religious Holidays: Absence for observance of religious holidays, not to exceed three (3) days per year.
4. Special Leave: Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Personnel.
5. Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family.

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

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

B. Leave Day Provisions

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

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

C. Inclement Weather Days

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

D. Leave Bank

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

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

E. Salary Continuation (Short-Term Disability)

Salary continuation for short-term disability (STD) purposes shall be paid to an administrator at 100% of current daily rate for a period of one year, after a waiting period of five (5) consecutive work days, during which the administrator's current leave and leave bank will be used, if available. However, the administrator will be allowed to maintain a minimum balance of twenty (20) earned days in the leave

bank. The salary continuation benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with Bloomfield Hills Schools.

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

F. Jury Duty

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

G. Workers' Disability Compensation

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

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

5. Benefits Beyond One Year: Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months.

6. Administrators Who Do Not Return to Work within One Year of Commencement of Leave: If an administrator on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the administrator's position will not be held open for the administrator. However, if the administrator is medically able to return to work within five calendar years of the date of the commencement of the leave, the administrator will be given priority for placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall provisions of the Bloomfield Hills Education Association contract.) The administrator must supply a physician's authorization permitting the administrator to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the administrator's physician and the district's physician do not agree that the administrator is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the administrator, and this decision will be final. If the administrator retires during the five-year time period, this paragraph does not apply.

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

ARTICLE 4 - UNPAID LEAVES OF ABSENCE

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

1. Protracted Illness: Any administrator shall be entitled to a leave of absence in cases of protracted or extended illness. Such administrator must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.
2. Maternity or Paternity Leave: Maternity/paternity leave shall be considered a non-paid leave. The administrator upon learning of the pregnancy must, no later than the fourth month of pregnancy, provide the personnel office with a physician's statement verifying estimated date of confinement.
 - a. A maternity/paternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective in accordance with the Family and Medical Leave Act (FMLA). (See Appendix D for the regulations applicable to the FMLA.) Family and Medical Leave Act leave for the birth of a child or for placement of a child for adoption or foster care must conclude within twelve months of the birth or placement.
3. Maternal Care Leave: Upon request, a maternal care leave shall be granted by the Board after the expiration of the maternity leave for a period of one year. A maternal care leave is non-renewable.

Those administrators who elect to terminate rather than request a leave of absence for maternity reasons shall comply with the provisions of this section, as defined for those who request a leave of absence for maternity reasons.

4. Adoption or Paternity Leave: In cases of adoption or paternity, the provisions of Section A(2) above shall apply in accordance with the Family and Medical Leave Act. (See Appendix D)

5. Public Office: Any administrator who has completed the probationary period who files proper application to campaign, or serve, in an elected public office, may be granted leave of absence for one year, except the Board may grant approval for an additional year upon written request.
6. Other Experiences: A leave of absence may be granted for other experiences beneficial to the administrator's effectiveness, as approved by the Board.

B. Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of twelve (12) weeks during any twelve-month period to eligible employees for family medical or personal medical reasons. Appendix D to the Agreement contains the regulation applicable to FMLA leave.

C. Military Leaves

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

ARTICLE 5 - PAID LEAVES OF ABSENCE

A. Administrative Growth Leave

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

ARTICLE 6 - INSURANCE BENEFITS

A. Commencement and Duration of Benefits

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

B. Benefits

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

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

C. Life Insurance

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

D. Life Option

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

E. Additional Life Insurance

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

F. Dependent Life Insurance

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

G. Accidental Death and Dismemberment

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

H. Hospital-Medical Insurance

For each eligible administrator who makes proper application to participate in the Cafeteria Benefits Plan (Educated Choices), the School District shall offer the following health insurance coverage: (Note: the health insurance coverage provided in the 2002-2005 contract will remain in effect through October 31, 2005).

1. Community Blue – Option 1: \$10.00 OVCopay. CBPCM (Unlimited Preventive Benefit), Mental Health 20%, \$10/\$15 RX (\$10 Pref. RX, MOPD, PD-BC \$5, PCD, PDCM, CI).
 - Pref. Rx – National Pharmacy Network,
 - PD-BC \$10 – adds an extra \$5 copay for Brand medicines.
 - MOPD-Mail Order Prescription Drugs;
 - PCD - Prescription Contraception Devices;
 - PDCM – Prescription Drug Contraception Medication;
 - CI – Contraception Injectables;
 - CBPCM – Replaces \$ maximum with an unlimited maximum;
 - Mental Health 20% - reduces employee's mental health coinsurance to 20%;
 - DC 19-25 year old dependent child premium included in family rate.

2. Employee Contribution

Effective November 1, 2005, each administrator electing health insurance coverage shall make the following annual pre-tax contribution:

Single \$250
Two Person \$500
Full Family \$500

I. No Duplication of Hospital-Medical Coverage

There shall be no duplication of hospital/medical insurance. The insured must notify the benefits office of any personal hospitalization coverage or coverage from spouse's or other person's hospitalization insurance plan. Administrators shall not knowingly cause the Board to provide hospital-medical insurance coverage that is a duplication of such coverage already held by the administrator. The Administrative Council shall encourage administrators to abide by this policy and shall assist the Board in its enforcement.

J. Cash in Lieu of Health Insurance Option - No Hospital-Medical Coverage

If the administrator does not elect the employer-provided hospital-medical insurance, the Board will pay the sum of \$1000 for employees eligible for single coverage, \$1400 for employees eligible for two-person coverage and \$1800 for employees eligible for full-family coverage. This benefit will be paid through the cafeteria plan. Those administrators who have less than a full year of service will have the benefit prorated. Administrators assigned to a schedule of less than 75% shall have the option of receiving \$1000 in lieu of employer-provided hospital-medical insurance.

K. Dental

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

L. Vision

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

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

M. Benefits - Less than Full Time

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

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

N. Flexible Spending Accounts

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

2. Dependent Care Reimbursement Account: The administrator will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.
3. Employer Contributions: The Board will contribute \$750 each school year to the administrator's Flexible Spending Account through the Cafeteria Benefits Plan. The administrator may use the contribution to participate in the Health Care Reimbursement Account, or to purchase additional life insurance as provided in the Cafeteria Benefits Plan. The contribution will be prorated based upon months of service each school year.
4. Health Risk Assessment: On November 1, 2005, the Board shall contribute either \$200 or \$400 to the administrator's Flexible Spending Account within the Cafeteria Benefits Plan. The amount is based on the administrator's medical coverage eligibility (Single-\$200, Two Person or Full Family-\$400). Providing that the administrator and/or their spouse participate in the district sponsored Health Risk Assessment plan, the contributions listed above will continue in each subsequent plan year.

O. Long-Term Disability

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

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

ARTICLE 7 - PAYROLL PROCEDURES AND DEDUCTIONS

A. Payroll Procedures

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

B. Payroll Deductions

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

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

C. Tax Sheltered Accounts - Advance Purchase

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

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

ARTICLE 8 - TERMS OF EMPLOYMENT

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

A. Two-Year Term of Employment

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

B. Administrative Staff Layoffs, Reassignments, & Personnel Reductions

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

C. Unsatisfactory Performance

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

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

D. Professional Conduct

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

E. Insubordination

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

F. Probationary Period

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

ARTICLE 9 - PROFESSIONAL REIMBURSEMENT

A. Administrative Council Growth Fund

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

1. Conferences: The Board recognizes the importance of state and national conferences and school visitations and agrees to pay expenses incurred while attending conferences and visitations, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
2. Tuition Reimbursement: The Board recognizes the value of advanced graduate courses in a specialized field as beneficial to the administrator and the school district and agrees to pay for books and tuition, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.

3. Professional Organization Membership: Dues paid to professional educational organizations will be reimbursed subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints.
4. Employment Related Items: The Board will reimburse the administrator for employment related items such as books, supplies, technology and technology related items. The reimbursement is subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints. (Any technology or related items will remain the property of Bloomfield Hills Schools and must be returned upon separation from employment).
5. Reimbursement of Expenses: Requests for reimbursement shall be made to the Administrative Council president using a designated form. Such request must be made on or before June 30 of the school year in which the request was made.

B. Other Reimbursements

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

ARTICLE 10 - SEVERANCE

A. Severance Program

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

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

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

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

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

Eligible employees who tender an irrevocable letter of resignation on or before February 1st of the applicable school year, with a June 30 effective resignation date, may receive Board paid contribution in advance of the retirement date to use for purchase of retirement service credit in compliance with current tax and pension law. The letter of resignation must be effective within six (6) months of the time the Board paid contribution is used to purchase retirement service credit.

C. Alternate Severance Plan

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

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

D. Retirement Life

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

ARTICLE 11 - ADMINISTRATIVE SALARY SCHEDULE

2005-2006

	0	1	2	3	4	5
High School Principal	\$111,682	\$114,344	\$117,032	\$119,168	\$120,791	\$123,297
International Academy Principal	\$106,153	\$108,568	\$111,496	\$113,725	\$115,419	\$118,719
Middle School Principal	\$100,625	\$102,792	\$105,962	\$108,280	\$110,323	\$114,139
Elementary Principal	\$95,259	\$97,285	\$100,259	\$102,427	\$104,070	\$107,914
High School Associate Principal	\$96,153	\$98,497	\$100,803	\$102,865	\$104,630	\$106,905
Middle School Associate Principal	\$92,324	\$94,558	\$96,753	\$98,714	\$100,389	\$102,550
Supervisor of Wing Lake Center	\$100,195	\$102,714	\$105,350	\$107,324	\$108,753	\$112,012
Supervisor of Deaf/Hard of Hearing	\$89,610	\$91,557	\$92,857	\$94,804	\$96,753	\$98,701
Model High School Principal	\$92,324	\$94,558	\$96,753	\$98,714	\$100,389	\$102,550
Alternative High School Principal	\$92,324	\$94,558	\$96,753	\$98,714	\$100,389	\$102,550
Farm Manager	\$58,238	\$60,193	\$62,812	\$65,428	\$68,037	\$71,185
Nature Center Manager	\$58,238	\$60,193	\$62,812	\$65,428	\$68,037	\$71,185

2006-2007

	0	1	2	3	4	5
High School Principal	\$114,474	\$117,202	\$119,958	\$122,147	\$123,811	\$126,380
International Academy Principal	\$108,807	\$111,282	\$114,284	\$116,568	\$118,305	\$121,687
Middle School Principal	\$103,141	\$105,362	\$108,612	\$110,987	\$113,081	\$116,992
Elementary Principal	\$97,641	\$99,717	\$102,766	\$104,988	\$106,672	\$110,612
High School Associate Principal	\$98,557	\$100,960	\$103,323	\$105,437	\$107,246	\$109,578
Middle School Associate Principal	\$94,632	\$96,922	\$99,172	\$101,181	\$102,898	\$105,114
Supervisor of Wing Lake Center	\$102,700	\$105,282	\$107,983	\$110,007	\$111,471	\$114,812
Supervisor of Deaf/Hard of Hearing	\$91,850	\$93,846	\$95,178	\$97,174	\$99,172	\$101,169
Model High School Principal	\$94,632	\$96,922	\$99,172	\$101,181	\$102,898	\$105,114
Alternative High School Principal	\$94,632	\$96,922	\$99,172	\$101,181	\$102,898	\$105,114
Farm Manager	\$59,694	\$61,698	\$64,382	\$67,063	\$69,738	\$72,965
Nature Center Manager	\$59,694	\$61,698	\$64,382	\$67,063	\$69,738	\$72,965

2007-2008

	0	1	2	3	4	5
High School Principal	\$117,336	\$120,133	\$122,957	\$125,200	\$126,906	\$129,539
International Academy Principal	\$111,527	\$114,064	\$117,141	\$119,482	\$121,262	\$124,729
Middle School Principal	\$105,719	\$107,996	\$111,327	\$113,762	\$115,908	\$119,917
Elementary Principal	\$100,082	\$102,210	\$105,335	\$107,613	\$109,339	\$113,377
High School Associate Principal	\$101,021	\$103,484	\$105,906	\$108,072	\$109,927	\$112,318
Middle School Associate Principal	\$96,998	\$99,345	\$101,651	\$103,711	\$105,471	\$107,742
Supervisor of Wing Lake Center	\$105,267	\$107,914	\$110,683	\$112,757	\$114,258	\$117,683
Supervisor of Deaf/Hard of Hearing	\$94,146	\$96,192	\$97,558	\$99,604	\$101,651	\$103,698
Model High School Principal	\$96,998	\$99,345	\$101,651	\$103,711	\$105,471	\$107,742
Alternative High School Principal	\$96,998	\$99,345	\$101,651	\$103,711	\$105,471	\$107,742
Farm Manager	\$61,187	\$63,240	\$65,992	\$68,740	\$71,482	\$74,789
Nature Center Manager	\$61,187	\$63,240	\$65,992	\$68,740	\$71,482	\$74,789

B. Degree Differential

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

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

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

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

\$1000 for Bachelor's degree
\$1500 for Master's degree

C. Stipend for Certification by National Board for Professional Teaching Standards or Excellence In Teaching (EIT) Certification

1. Upon receipt of proper documentation, an administrator may receive a stipend for one of the following certifications:

- a. Board for Professional Teaching Standards Certification

Administrators who hold current certification from the National Board for Professional Teaching Standards shall receive \$1500 in addition to the amount identified as their current salary step and schedule; OR

- b. Excellence In Teaching (EIT) Certification

Administrators who hold current EIT certification shall receive \$1500 in addition to the amount identified as their current salary step and schedule provided the Board did not pay for the EIT certification as part of the requirements for probationary teachers.

2. Procedure to Receive Stipend

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

D. Stipend for NCA Chair and Goal Chair at Alternative High School

If the principal of the Alternative High School serves as an NCA Chair or Goal Chair, the principal shall receive an annual stipend equivalent to that provided in the Bloomfield Hills Education Association (BHEA) Agreement, as follows:

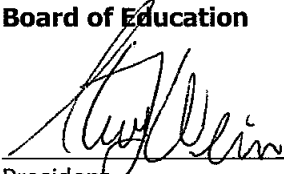
1. \$500 if serving as an NCA Chair.
2. \$300 if serving as an NCA Goal Chair.
3. The stipend will be paid to a maximum of one (1) NCA Chair and one (1) Goal Chair at Alternative High, (including members of the BHEA) for a total not to exceed \$800.

ARTICLE 12 - DURATION OF AGREEMENT

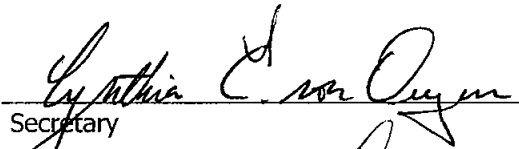
This agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until June 30, 2008.

The Administrative Council ratified this agreement on June 2, 2005, and the Board of Education approved this agreement on July 12, 2005.

Board of Education



President

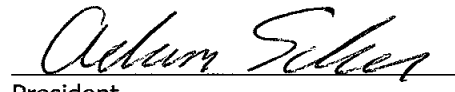


Secretary

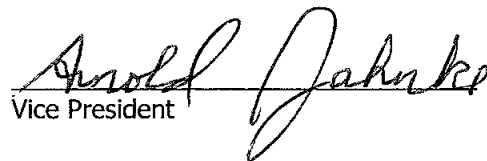


Superintendent

Administrative Council



President



Vice President

05/05

BHSD - Administrators (663) - PPO Plan Summary - Plan Year 05-06
Administrators - PPO Plan - 663

Community Blue PPO		
Service Description	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Preventive Services		
Health Maintenance Exam	100%, One per calendar year *	Not Covered
Annual Gynecological Exam	100%, One per calendar year *	Not Covered
Pap Smear Screening (Lab services only)	100%, One per calendar year *	Not Covered
Well-Baby and Child Care	100%*, 6 visits, birth through 12 mos.; 6 visits, 13 mos. through 23 mos.; 2 visits, 24 mos. through 35 mos.; 2 visits, 36 mos. through 47 mos.; 1 visit per birth year, 48 mos. through age 15.	Not Covered
Immunizations	100%, covered through age 16. *	Not Covered
Fecal Occult Blood Screening	100%, One per calendar year *	Not Covered
Flexible Sigmoidoscopy Exam	100%, One per calendar year *	Not Covered
Prostate Specific Antigen Screening	100%, One per calendar year *	Not Covered
Complete Blood Count	100%, One per calendar year *	Not Covered
EKG	100%, One per calendar year *	Not Covered
Urinalysis	100%, One per calendar year *	Not Covered
Chest X-ray	100%, One per calendar year *	Not Covered
Preventive Services Maximum	* Unlimited (No Maximum)	N/A
Mammography		
Mammography Screening	100%	80% after deductible
	Limited to one per cal. year, no age restrictions	
Physician Office		
Office Visit	\$10 Copay	80% after deductible (medically necessary)
Outpatient and Home Visits	100%	80% after deductible (medically necessary)
Office Consultations	\$10 Copay	80% after deductible (medically necessary)
Emergency Medical Care		
Hospital Emergency Room - with an approved diagnosis	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network)	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network)
Urgent Care Center	\$10 Copay	80% after deductible (medically necessary)
Ambulance - (medically necessary)	100%	100%
Diagnostic		
Laboratory and Pathology Tests	100%	80% after deductible
Diagnostic Tests and X-rays	100%	80% after deductible
Radiation Therapy	100%	80% after deductible
Maternity Services provided by a physician		
Pre-Natal and Post-Natal Care	100%	80% after deductible
Delivery and Nursery Care	100%	80% after deductible
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	100%, unlimited days	80% after deductible, unlimited days
Inpatient Consultations	100%	80% after deductible
Chemotherapy	100%	80% after deductible
Alternative to Hospital Care		
Skilled Nursing Care	100%, up to 120 days per calendar year	
Hospice Care	100%, limited to a dollar maximum which is adjusted annually by the state	100%, limited to a dollar maximum which is adjusted annually by the state
Home Health Care	100%, unlimited visits	100%, unlimited visits
Surgical Services		
Surgery, including all related surgical services, anesthesia and surgical assistance	100%	80% after deductible
Voluntary Sterilization	100%	80% after deductible

BHSD - Administrators (663) - PPO Plan Summary - Plan Year 05-06
Administrators - PPO Plan - 663

Service Description	Community Blue PPO	
	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Human Organ Transplants		
Liver, Heart, Lung, Pancreas and Heart-lung	100%, limited to \$1 million maximum per transplant	80% after deductible, limited to \$1 million maximum per transplant. Designated facilities only.
Bone Marrow	100%	80% after deductible
Kidney, Cornea and Skin	100%	80% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health	80%, unlimited days	80% after deductible, unlimited days
Outpatient Mental Health	80%	80% after deductible
Inpatient Substance Abuse	80%, unlimited days	80% after deductible, unlimited days
Outpatient Substance Abuse	80%	80% after deductible
Other Services		
Allergy Testing and Therapy	100%	80% after deductible
Chiropractic Spinal Manipulation	100%	80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	100%	80% after deductible
	Up to 60 visits per calendar year	
Durable Medical Equipment	100%	100%
Prosthetic and Orthotic Appliances	100%	100%
Private Duty Nursing	50%	50%
Deductible, Copays and Dollar Maximums		
Deductible	None	\$250 per member, \$500 family
Copays	Fixed Dollar Copays: \$10 Office Visits and \$50 Emergency Room visits. Percent Copays: 20% for mental health care and substance abuse care. 50% for Private Duty Nursing.	Fixed Dollar Copays: \$50 Emergency Room visits. Percent Copays: 20% for mental health care and substance abuse care. 50% for Private Duty Nursing.
Copay Dollar Maximums	Not Applicable	Precent Copay: Up to \$2,000 per member, Up to \$4,000 per family
Dollar Maximums	\$5 million lifetime per member	
Prescription Drug Coverage	Proposed Rx Plan	
Generic Medications	\$10 copay	75% after \$10 copay
Brand Name Medications	\$15 copay	75% after \$15 copay
Mail Order (90 day supply)	\$10 copay	\$10 copay
Rx Notes:		
Contraceptives	Included	Included

Regulation 4400.1

**Family and Medical Leave Act Procedures
for Bloomfield Hills Schools**

The Family and Medical Leave Act (FMLA) of 1993 (29 U.S.C. 2611 et. seq.) provides that an unpaid leave of absence may be granted for a maximum of 12 work weeks during any twelve month period to eligible employees for family medical or personal medical reasons.

A. Eligible Employees

To be eligible for an unpaid leave of absence, an employee must have been employed by Bloomfield Hills Schools for at least 12 months and have worked at least 1250 hours or 25 hours per week during the 12 month period preceding the commencement of the leave.

B. Definition of 12 Month Period

The 12 month period is a "rolling" 12 month period, measured backward from the date an employee uses any Family and Medical Leave. Each time an employee takes Family and Medical Leave, the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months.

For example, if an employee has taken eight weeks of leave during the past twelve months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 1995, four weeks beginning June 1, 1995, and four weeks beginning December 1, 1995, the employee would not be entitled to any additional leave until February 1, 1996. However, on February 1, 1996, the employee would be entitled to four weeks of leave and on June 1, the employee would be entitled to an additional four weeks, etc.

C. Reasons for Leave

Employees may take the unpaid leave of absence for one or more of the following reasons:

1. the birth of the employee's child and to care for the newborn child;
2. the placement of a child with the employee for adoption or foster care;
3. to care for a spouse, child or parent who has a serious health condition;
4. when the employee's own serious health condition renders the employee incapable of performing the functions of his/her job.

Leave taken for the birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

D. Definition of Serious Health Condition

A serious health condition is (1) an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider. (See 4400.1 (7) for further information about the definition of serious health condition.)

E. Intermittent Leave or Reduced Leave Schedule

Where leave is taken to care for a family member with a serious health condition or due to the employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule (such as a partial day or week) when medically necessary. Such leave is not available for the care of a child after birth or placement. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule this leave to avoid disruption of the operations of Bloomfield Hills Schools.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled.

F. Transfer to Temporary Alternative Jobs

Where an employee requests intermittent leave or leave on a reduced schedule due to the serious health condition of a family member or the employee, and the leave is foreseeable based upon planned medical treatment, Bloomfield Hills Schools may require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the leave than the employee's regular job. The temporary position will have the equivalent pay and benefits of the employee's regular position.

G. Used of Accrued Leave Days

Bloomfield Hills Schools provides paid leave days and paid vacation days to employees in accordance with the collective bargaining agreements, contracts and conditions of employment. Employees are required, on commencing the FMLA leave, simultaneously, to take any paid leave for which they are eligible in accordance with collective bargaining agreements, contracts and conditions of employment. The employee may elect to substitute accrued vacation days for unpaid leave.

If an employee is on leave due to disability or workers' compensation, the leave will be credited against the employee's FMLA leave entitlement.

H. Written Notice of the Need to Take FMLA Is Required

Leave should be requested, in writing, stating the date the leave will begin and the expected date of return to work. Employees are required to give 30 days notice for foreseeable leaves for birth, adoption, foster care placement, or planned medical treatment. However, if the

Regulation 4400.1 (3)

reason for leave requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. Forms for requesting Family and Medical Leave are available in the Personnel Office.

I. Certification of a Health Care Provider

If requested by Bloomfield Hills Schools, an employee must provide a certification by a health care provider to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. Bloomfield Hills Schools may also require a second medical opinion at its own expense. If the first and second medical opinion differ, Bloomfield Hills Schools, at its own expense, may require the binding opinion of a third health care provider approved jointly by the District and the employee. The certification form may be obtained from the Personnel Office.

J. Subsequent Re-certification

Bloomfield Hills Schools may require that the eligible employee obtain subsequent re-certification on a reasonable basis.

K. Group Health Care Benefits

1. Health care benefits will be continued during the 12 work week leave of absence. The coverage will be continued for the duration of the leave at the same level and under the same conditions coverage would have been provided if no leave had been taken.
2. Employees who normally pay all or a portion of health care premiums prior to leave of absence must continue to pay his/her share of health care premiums during the leave of absence. If premiums are raised or lowered during this time, the employee will be required to pay the new premium rates.

If an employee who normally pays all or a portion of health care premiums fails to make such payments, Bloomfield Hills Schools may, at its option, continue health care coverage to any employee by paying the employee's portion of the health care premiums. If Bloomfield Hills Schools exercises this option, Bloomfield Hills Schools is entitled to recover the additional payments made during the FMLA leave on behalf of the employee while on leave, after the employee returns to work.

Bloomfield Hills Schools will do the same with other benefits (e.g. vision and dental) while the employee is on FMLA leave. If Bloomfield Hills Schools, at its option, pays the premiums, the employee shall reimburse Bloomfield Hills Schools for payments made on the employee's behalf when the employee returns to work.

3. If the employee fails to return to work after the period of leave expires, Bloomfield Hills Schools may, subject to certain limited exceptions, recover the premium that Bloomfield Hills Schools paid for health care coverage during the leave period.

L. Medical Release From Doctor Required in Order to Return to Work

Employees who take leave because of personal health problems will be required to furnish a medical release from their health care provider, acceptable to Bloomfield Hills Schools, attesting that they are able to perform the essential functions of their job without injuring themselves or others. The medical release must be provided before the employee returns to work. It is important that, at the end of the leave, the

employee report to work on the scheduled day, otherwise, employment is subject to termination. The medical release form may be obtained from the Personnel Office.

M. Spouse Employed by Bloomfield Hills Schools

If a husband and wife are both eligible to take leave and both are employed by Bloomfield Hills Schools, the total number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any twelve month period if such leave is taken for the birth or adoption of a child or the placement of a foster child; to care for the child after the birth, adoption or foster care placement; or to care for a parent with a serious health condition.

Example: John and Mary Doe both work at Bloomfield Hills Schools and have not used any FMLA leave in the last 12 months. To stay with their newly born child, they may each take six (6) weeks of leave (not 12 weeks), or one may take ten (10) weeks and the other two (2) weeks, or they may decide on some other allocation that totals 12 weeks.

Leave requested because of an employee's own ill health is not subject to this limitation.

N. Restoration to Position After Leave

Except as provided below, an eligible employee who takes leave in accordance with this regulation is entitled, on return from such leave:

1. to be restored to the position of employment held by the employee when the leave commenced; or
2. to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Regulation 4400.1 (5)

The taking of a leave shall not result in the loss of any employment benefit accrued prior to the date on which leave commenced. However, the employee is not entitled to the accumulation of any seniority or employment benefits during any period of such leave, or to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave, except in accordance with the applicable collective bargaining agreement, conditions of employment or contract.

If the employee is unable to perform an essential function of his/her position because of a physical or mental condition, the employee has no right to restoration to another position under FMLA.

O. Status and Intention of Employee To Return To Work

During the leave, Bloomfield Hills Schools may require an employee on leave to report periodically on the status and intention of the employee to return to work.

P. Highly Compensated Employees

A highly compensated employee is a salaried, eligible employee who is among the highest paid 10% of the employees employed by Bloomfield Hills Schools. The Bloomfield Hills Schools may deny restoration to employment of a highly compensated employee on leave if:

1. such denial is necessary to prevent substantial and grievous economic injury to the operations of the employer, Bloomfield Hills Schools;
2. Bloomfield Hills Schools notifies the employee of its intent to deny restoration on such basis at the time the District determines that such injury would occur; and
3. in any case in which the leave has commenced, the employee elects not to return to employment after receiving such notice.

Q. Alternate Employment During an FMLA Leave Is Not Permitted

Employees may not engage in employment, other than employment with the District, during an FMLA leave. Employees who are found to have engaged in such alternate employment will be subject to termination.

R. Special Rules for Instructional Employees

The special rules affect how instructional employees may take leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester).

Regulation 4400.1 (6)

1. Definition of Instructional Employee: Instructional employees are those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Instructional employees include teachers, coaches, driving instructors and interpreters for the hearing impaired.
2. Intermittent Leave or Leave on a Reduced Schedule: An instructional employee who applies for a foreseeable FMLA leave, which would result in the employee being on leave for more than 20% of the remaining work days in the period during which the leave would extend, may be required to elect between either:
 - a. taking a leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - b. transfer temporarily to an available alternative position offered by the District for which the employee is qualified, which has the equivalent pay and benefits, and which better accommodates the recurring periods of leave than the employee's regular position.

The election described above only applies if the employee provides at least 30 days advance notice of the foreseeable leave.

3. Periods Near the Conclusion of an Academic Term
 - 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 term.
 - 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.

Additional information about the Family and Medical Leave Act, including answers to individual questions, may be obtained from the Personnel Department.

Regulation 4400.1 (7)

Definition of *serious health condition* entitling an employee to FMLA Leave:

A *serious health condition* means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with or because of such inpatient care. A period of incapacity means an inability to work, attend school or perform other regular daily activities due to the serious health condition; treatment for or recovery from the serious health condition.
2. **Absence Plus Treatment by a Health Care Provider:** A serious health condition involving continuing treatment by a health care provider includes a period of incapacity of more than three (3) consecutive calendar days, including subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (a) **Treatment Two or More Times:** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider. Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include routine physical examinations, eye examinations, or dental examinations.**
 - (b) **Continuing Treatment:** by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
 - (c) **Pregnancy/Prenatal Care:** Any period of incapacity due to pregnancy or for prenatal care.
 - (d) **Chronic Conditions Requiring Treatment:** A chronic condition is one which: (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause

episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.)

- (e) Permanent/Long Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include: Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - (f) Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or by a provider of health care services under orders of, or on referral by, a health care provider) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention of treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
3. Examples of Conditions that are not Serious Health Conditions: Cosmetic treatments and minor illnesses are not *serious health conditions*. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

INDEX

Accidental Death and Dismemberment	8	Professional Rights.....	1
Additional Assignments.....	2	Protracted Illness.....	6
Additional Life Insurance	8, 9	Public Office	7
Administrative Growth Leave.....	7	Reimbursement of Expenses.....	13
Adoption or Paternity Leave	6	Religious Holidays	4
Appendix A	18-19	Retirement Life	14
Appendix B	20-27	Salary Continuation	4, 5, 10
Benefits Beyond One Year	5	Salary Schedule	2, 7, 15
Benefits - Less than Full Time	9	Severance	13
Cash in Lieu of Health Insurance	9	Special Leave.....	4
Compensable Leave Days	3, 10	Tax Sheltered Accounts	11
Composition of Administrative Council	1	Tuition Reimbursement	12
Conferences.....	12	Two-Year Term of Employment.....	11
Dental	9	Unpaid Leaves of Absence	6
Dependent Care Reimbursement Account	10	Unsatisfactory Performance	12
Dependent Life Insurance	8	Vacation Provisions	2
Due Process.....	1	Vision	9
Duration of Agreement	17	Work Year	2
Education Standards.....	1	Workers' Disability Compensation.....	5
Evaluation.....	1, 15		
Family and Medical Leave Act.....	7		
Family Illness.....	4		
Flexible Spending Accounts	9		
Bereavement	4		
Health Care Reimbursement Account.....	9		
Holiday Work Schedules.....	3		
Hospital-Medical Insurance	8		
Inclement Weather Days	4		
Insubordination.....	12		
Insurance Benefits	7, 10		
Jury Duty.....	5		
Leave Bank.....	4		
Leave Day Provisions.....	4		
Length of Service/Probationary Period	2		
Life Insurance	7, 9, 14		
Life Option.....	8		
Long-Term Disability.....	5, 10		
Maternal Care Leave.....	6		
Maternity or Paternity Leave	6		
Mileage.....	13		
Military Leaves	7		
No Administrative Tenure	1		
Non-Scheduled Days.....	2		
Other Experiences	7		
Payroll Deductions.....	11		
Payroll Procedures.....	11		
Personal Days	4		
Personal Illness.....	3		
Probationary Period	2, 7, 12		
Professional Conduct	12		
Professional Organization Membership.....	13		