

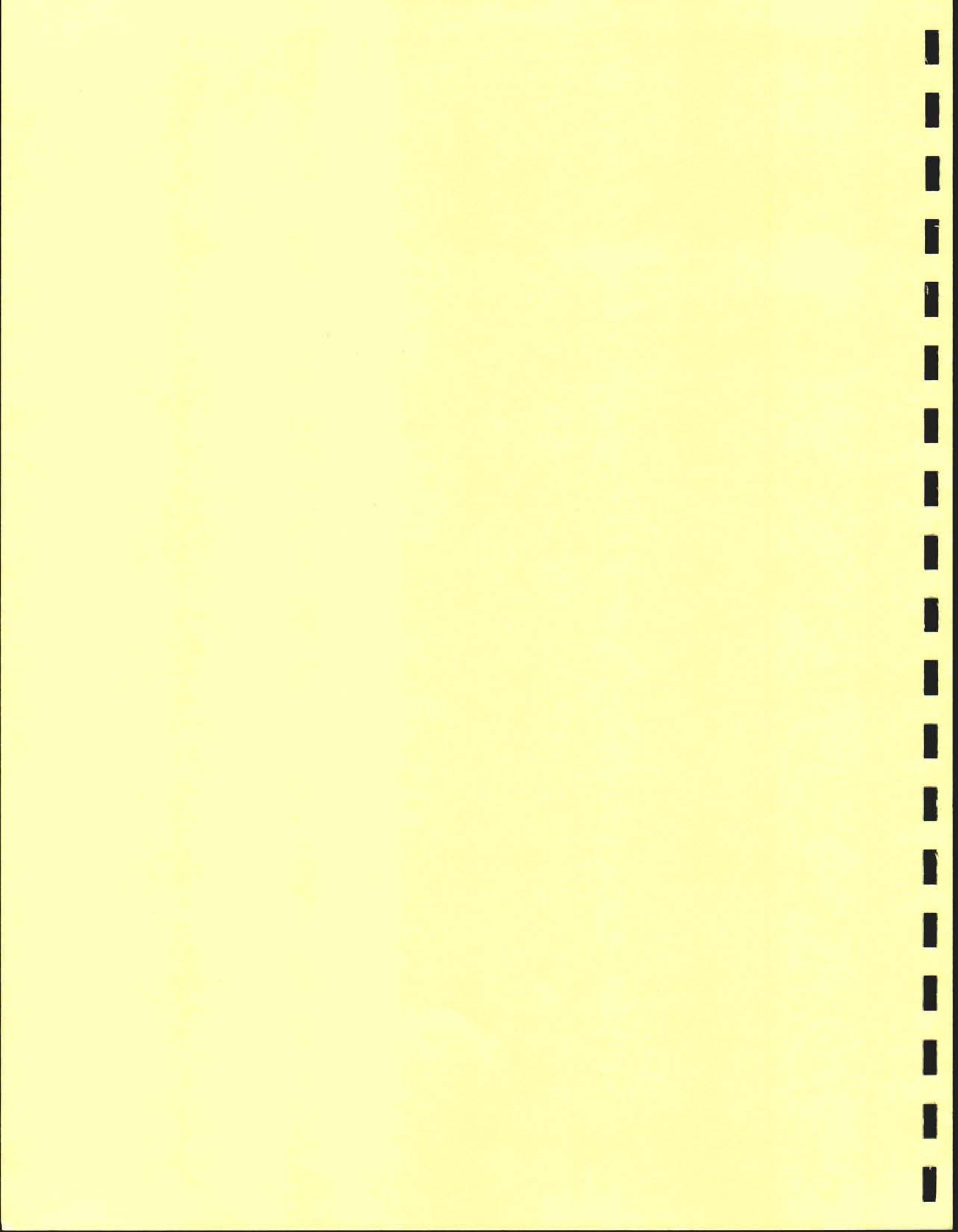
8/25/96

**AGREEMENT BETWEEN  
THE BLOOMFIELD HILLS SCHOOL DISTRICT  
AND THE  
BLOOMFIELD HILLS EDUCATION ASSOCIATION**

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**AUGUST 29, 1993 THROUGH AUGUST 25, 1996**

*Bloomfield Hills Schools*



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**AGREEMENT**

THIS AGREEMENT entered into this 21 day of June, 1994, by and between the School District of Bloomfield Hills, Michigan, hereinafter called the "Board," and the Bloomfield Hills Education Association, hereinafter called the "Association."

**WITNESSETH**

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, 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

A. The Board hereby 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, per diem employees, all other employees and independent contractors. It is understood that the bargaining unit specifically includes all of the following employees who meet the general criteria specified in the preceding sentence: classroom teachers, summer school and adult education teachers, who are regularly employed during the school year, driver education teachers, who are regularly employed during the school year, educationally certificated personnel in recreation positions who are regularly employed during the school year, contractual substitute teachers (not day-to-day substitutes), guidance counselors, media specialists, hearing therapists, visiting teachers, 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.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.

## 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, hereby 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 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 State of Michigan.

## ARTICLE III - EMPLOYMENT CONDITIONS

A. Standards

The parties to this Agreement reaffirm the retention by the Board of the exclusive authority to select and employ new professional

personnel in the School District. However, in keeping with the high standards of the community, the Board agrees to the following statement in this regard:

1. To the extent possible, only teachers who possess a provisional or a permanent certificate will be given consideration for employment.
2. It is the intent of the Board to hire teachers who shall be the holder of at least a Bachelor's Degree from an accredited college or university. To the extent possible, preference shall be given to teachers possessing a Master's Degree in the field in which they teach.
3. All teachers must hold Michigan Teacher's Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.
4. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.
5. Teachers who are on layoff from other Oakland County school districts will be interviewed for vacant teaching positions for which they are qualified and certified as those vacancies occur.

It is the responsibility of the BHEA to provide the Board with current lists of Oakland County laid off teachers.

6. At all levels a representative of the department or grade level (if available) to which a prospective teacher or paraprofessional is applying shall have an opportunity to interview the prospective employee and advise the building administrator as to the desirability of the candidate.
7. Preference shall be given to teachers regularly employed by the Board for all instructional positions in driver education, adult education (embracing subjects taught in the school system during the regular school year) and academic summer school. If a qualified teacher in the regular employment of the Board applies for driver education, recreation and adult education (embracing subjects taught in the school system during the regular school year) and academic summer school, that teacher shall be given the position.

#### B. Qualifications

Qualifications shall be defined as holding an appropriate major for the assignment as was the situation upon being first employed, or as assigned to the position currently held by the individual. Additionally, holding the specific course work within a major field as required by the instructional program needs, and, finally, the individual in assuming an assignment in the minor endorsement shall have successfully taught in the specific subject or level available for assignment within the most recent five-year period. The assignment to junior and senior high positions will be premised on the

holding of valid Michigan secondary certification and the meeting of North Central standards as required.

### C. Seniority

Seniority shall be defined as the total years of employment with the District from the most recent date of hire.

### D. Layoff

1. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the District, the following procedures for order of layoff shall apply:
  - a. Temporary employees.
  - b. Probationary teachers according to certification, qualification and seniority.
  - c. Tenure teachers according to certification, qualification and seniority.
2. The Board will inform the Association regarding the potential of a reduction in staff.
3. No teacher shall be laid off without having received layoff notice of at least thirty (30) calendar days prior to June 30.

All notices of layoff and all notices of recall may be hand delivered, or sent by registered or certified mail to the teacher at the last known address, as shown on the records of the Personnel Office.

### E. Recall

1. Tenure teachers laid off will be recalled according to seniority to the first vacancy for which they are certified and qualified.
2. Non-tenure teachers will be recalled contingent on their seniority, certification and qualification to the first vacancy for which they are eligible.
3. The parties agree that a teacher's eligibility for recall shall terminate if the teacher:
  - a. Resigns or employment by the Board otherwise terminates.
  - b. Fails to respond to the recall notice within ten (10) calendar days of receipt of such notice or fails to report, effective the first working day, to the teaching assignment to which recalled.
  - c. Lacks tenure status when layoff becomes effective and is not recalled by the conclusion of the last day of school of the ensuing school year.

#### F. Qualification Data

Upon request, the Personnel Office 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.

It is the responsibility of the individual teacher to provide original copies of transcript(s) and teaching certificate(s) to the Personnel Office on or before March 1 of each school year. Such information will serve as information for reduction and assignment of staff.

G. 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.

#### H. Seniority List

The employer will provide a seniority list which includes all certificated/licensed staff by most recent date of hire. This list will be presented to the Association on the first Monday each February.

#### I. Integration

In the event that the School District of Bloomfield Hills is involved in either a court-ordered or legislatively-directed desegregation plan, negotiations will be undertaken with the Association concerning changes mandated by the order or legislation.

### ARTICLE IV - ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board 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. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and 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 be the only teacher bargaining group that 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. Duly 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 the 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. It is understood by the parties that the investigation, initiation and presentation of grievances should be carried on outside working hours whenever possible. In the event 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 fifteen (15) fully paid Association Days per year for the duration of this contract to be used for Association business.

2. These days shall be used subject to the approval of the Board of Directors of the Association.

J. The Board shall grant full release time for the President of the Bloomfield Hills Education Association.

#### 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.

##### B. 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 who shall take appropriate action to eliminate such abuse. If the abuse is continued, the teacher shall be subject to appropriate discipline.

##### C. Participation

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

B. Except as provided elsewhere herein, all teachers in the bargaining unit shall, on the 45th day following the beginning of the school year, beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, either:

1. Become members of the Association, or
2. Pay to the Association an amount which shall be equal to the dues uniformly required of members of the Association as certified by it to the Board. Such cost amount shall be verified and submitted in writing to the Board within fifteen (15) days after the beginning of the school year, and notice

of this shall be presented in writing by the Association to all teachers.

C. Teachers hired during the school year shall be required as a condition of employment, within 45 days of hire, to tender (through direct payment or deductions authorization), a pro rated amount of the membership dues or service charge, from the date of employment.

D. In the event that a teacher (covered by Section B and C above) does not join the Association or tender a service charge to the Association, either directly or through a voluntary deduction authorization, as provided in Section B and C above, by the 45th day as required, the Association may request that the employee be terminated, and upon that request, the teacher's services shall be terminated in conformance with the Michigan Tenure of Teachers Act; provided the Association has notified the affected employee of the obligation under this Article and given the employee a period of ten days from receipt of such notice for tenure of such obligation. A copy of such notice shall be sent to the Board. The Association shall then notify the Board in writing (copy to the employee) that the employee has not fulfilled the obligation by the requisite date.

E. In the event a teacher does not tender payment of dues or service charge directly to the Association, the employee may execute a written authorization to the Board for deductions from pay. Authorizations once filed with the Board's Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Board's Business Office, provided a revocation filed after September 1 of any year shall not be effective until the first paycheck due in the following school year. Membership dues subject hereto shall be unified professional dues which include dues to the Bloomfield Hills Education Association, Michigan Education Association, and National Education Association, but shall not include fines or assessments.

F. The procedure for deductions shall be:

1. Individual authorization forms are to be furnished by the Association and when executed, filed by it with the Board's Business Office.
2. Authorizations must be filed with the Board's Business Office one (1) week prior to the second scheduled payday of the month the first deduction is to be made.
3. Dues shall be deducted in an equal amount in 18 equal installments for nine (9) months, beginning in October and ending in June each year.
4. The Board will reimburse any teacher for deductions made in excess of the proper deductions, unless the dues have been transmitted to the Association, in which case the Association agrees to reimburse the teacher.
5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and



those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorization. The amounts of the deduction for such dues are not subject to change during that entire school year.

6. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly, along with an alphabetical list of employees from whom deductions are made. The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

G. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act; Act 379, of the Michigan Public Acts of 1965 as amended from time to time.

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. Any challenge by a teacher to this Article is not subject to the grievance procedure contained in Article XI, but must be referred to the Michigan Employment Relations Commission.

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

#### ARTICLE VII - TEACHER RIGHTS

A. 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. 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. 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. 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. However, in matters concerning a teacher's moral integrity, the Association shall be contacted only if the teacher so requests.

E. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure hereinafter set forth. 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.

F. 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. Entries in teacher files will be signed and dated as part of routine procedure. Entries prior to adoption of the 1966-67 contract shall not be invalidated by inadvertent omission of signature or date if the identity of the person making the entry and the date thereof can be established by competent proof or if such facts are immaterial to the issues at hand.

1. 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.
2. All communications, including evaluations by administrators, commendations and validated complaints (as set forth in Article X, Section D) 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.
3. 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.

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

H. 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.

#### 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. 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, police liaison, teacher counseling, intensive support and LRC.

B. 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. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. 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 a teacher is complained against or sued as a result of any 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 law suit.

D. Any case 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. 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, home economics, science, physical education, and various craft classes.

F. No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. It is anticipated, however, that each teacher will act and react in such situations in a professional, reasonable and responsible manner.

#### ARTICLE X - TEACHER EVALUATION

A. The work performance of all teachers shall be evaluated in writing as per Board policy.

B. Evaluations shall be conducted by the teacher's immediate supervisor and/or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Administrative interns will not evaluate staff, but they may participate in the evaluation process.

C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. All classroom observation for teacher evaluation shall be made in person for a minimum of thirty (30) minutes, or less, as mutually agreed upon.

D. A copy of the written evaluation shall be submitted to the teacher at the time of the personal interview and the teacher shall have the opportunity to review the evaluation report with the appraiser. If

the teacher does not agree with the evaluation, the teacher may submit a supplemental evaluation. In this event, both evaluations shall be placed in the teacher's personnel file in the Board Office. Information concerning classroom observation will be discussed with the teacher prior to transmittal to the principal.

E. No later than April 1 of each probation year, the written evaluation report will be furnished to the Personnel Office by the building administrator covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Personnel Office. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason therefore in writing. Article X, Section E, pertaining to probationary teachers, shall not be subject to the grievance procedure unless the procedure has been violated.

F. Additionally, the teacher may request that the evaluator make a specific comment on the evaluation form concerning the quality of professional services.

G. The evaluation of teachers will be as provided in the current staff evaluation handbook. Staff evaluation will be subject to the conditions defined in this Article.

H. Teachers will be videotaped for evaluation only with their prior knowledge and consent. An evaluation videotape shall be the property of the teacher. The evaluator, principal and teacher shall view the videotape in the teacher's presence unless the teacher elects not to be in attendance. The teacher shall determine other parties who may view the videotape.

I. A teacher whose performance is not at an acceptable level as determined through the evaluation procedure may be placed on the Plan of Assistance as determined by the principal, assistant principal or central office administrator.

J. During the review conferences, the teacher shall be advised of total performance. Suggestions for improvement and any modification of the Plan of Assistance will be discussed.

K. The Administration and teacher shall comply with their responsibilities contained in the Plan of Assistance.

#### ARTICLE XI - GRIEVANCE PROCEDURE

A. 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. Both parties agree that 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. A "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. The "grievance" procedure shall not apply to any matter which is prescribed by law. An "aggrieved person" is the person or persons making the claim. 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. 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.

C. 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 teacher with a grievance shall first discuss it with his immediate supervisor or principal. The teacher shall hold this meeting 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 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.

Upon mutual agreement between the Association and the Board, a grievance may be initiated at Level Two. Prior to a request to omit Level One being made, it is the responsibility of the grievant to notify the immediate supervisor that such a request will be made.

2. Level Two - In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that 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.

The Association shall make a judgment on the merits of the grievance. 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 Personnel 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 Personnel within five (5) school days.

Within five (5) school days after the Assistant Superintendent for Personnel receives a grievance, the Assistant Superintendent for Personnel 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.

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. 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. Within five (5) school days after the date of a written request for arbitration, the Assistant Superintendent for Personnel 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. The arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree that the award of the arbitrator shall be final and binding.
- d. 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.
- e. 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 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. The termination of probationary teachers shall not be subject to arbitration except in cases of violation of the evaluation procedure.

- f. 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. The arbitrator's fees and expenses (including per diem, travel and subsistence expenses, if any) shall be paid according to this formula:



- 1) The losing party shall pay one hundred percent (100%) of the cost.
- 2) In the event neither party is clearly defined as the losing party by the arbitrator, then all the arbitrator's fees and expenses shall be shared equally by the two parties.
- 3) 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.

#### D. Rights of Teachers to Representation

1. 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 the other party in advance if counsel is to be present.
2. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted through Step Two, but excluding arbitration, without intervention of the Association, if the adjustment is consistent with the terms of this Agreement, provided that the Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.

#### E. General Provisions

1. 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.
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest, the Association Representative, or any other participant in the procedure set forth herein by reason of such participation. The Association agrees there shall be no coercion or reprisals against any member of the Board or Administrative personnel.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. 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:
  - a. One (1) percent per month when the amount is one hundred dollars (\$100) or more per individual.
  - b. No interest is to be paid when the amount is less than one hundred dollars (\$100) per individual.
  - c. In computing the interest, the time involved shall be rounded off to the nearest full month.

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

#### ARTICLE XII - PHYSICAL TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also 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 insuring that the energy of the teacher is primarily utilized to this end.

#### B. Physical Environment

1. 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. Outside telephones shall be available for teacher use, for professional and/or emergency purposes. A system will be maintained whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency.

Office space, work space and secretarial service to type reports will be provided for School Psychologists, School Social Workers, Speech Therapists and other special education personnel who are responsible for writing reports.

3. Adequate off-street paved parking facilities shall be provided and properly maintained and reserved for teacher use.
4. 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, stenciling, mimeographing 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, worksheets, study sheets, maps, transparencies.
5. 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.
6. The Association or the building administrator shall be permitted to install, operate, and maintain vending machines in the staff lounge. Payment for supplies of these machines shall be taken care of by the building administrator and/or the Building Representative.
7. The Board and the Association recognize that the availability and care of optimum school facilities for both student and teacher are desirable to insure the high quality education that is the goal of both teachers and the Board. This is a shared responsibility.

#### ARTICLE XIII - TEACHING HOURS AND LOADS

##### A. School Day

The normal school day for teachers will be a total of seven (7) hours and ten (10) minutes, including three hundred (300) minutes of assigned time, a preparation period and a duty-free lunch period.

In the event 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. It is recognized that 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.

## B. Teacher Lunch Period

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

High School	25 minutes
Junior High/Middle School	30 minutes
Elementary	35 minutes

## C. Teaching Load

1. The normal teaching load will be as follows:

The normal full week for all teachers shall not exceed twenty-five (25) teaching clock hours. In the elementary school, included in the 25 teaching clock hours are eating in the classroom with students and bus supervision.

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 25 teaching clock hours. Teaching responsibilities include time between classes.

In the junior high school, teachers will teach a six-period teaching assignment in a seven-period day. In the middle school, block teachers will be scheduled daily for one (1) preparation period and one (1) team planning period. Teachers of non-block classes 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 instructional team planning time unless otherwise scheduled.

Middle school elective teachers, 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.

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

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.

Because a fifty-minute per semester duty assignment averages out to 300 minutes (25 hours) over the school year, it is considered to be within the contract guidelines.

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.

Creative arts teachers in the areas of elementary art and vocal music shall have no more than twenty-five (25) hours of instruction assigned which is equivalent to 25 clock hours. (Teaching responsibilities include time between classes, and recess supervision for elementary teachers.)

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.

Creative arts teachers in the area of elementary physical education shall have no more than twenty-five (25) hours of instruction assigned. (The 25 teaching clock hours which include recess supervision and other teaching responsibilities, shall not be exceeded.) Each assigned elementary classroom teacher, grades 1-5, shall have ninety (90) minutes per week of physical education.

2. Teachers will have a preparation period each day (as stated in #1, above) in the high school and junior high/middle school. Preparation periods for the elementary teacher will be achieved by creative arts teachers taking over classes for instruction in their particular area and by any combination of the following:
  - a. By the rotation of morning and/or afternoon recess duties with other teachers. Scheduling shall be subject to the principal's approval.
  - b. By the rotation of duties in student lunchroom. The elementary teacher shall have a minimum of four (4) hours of preparation time per week, plus the duty-free lunch period.
  - c. Elementary classroom teachers of grades 1-5 will be released from student lunch supervision for team planning purposes, by grade level, on a rotation basis one instructional day per five-day period. Supervision of students will be the responsibility of paraprofessional staff and other instructional staff on a rotation basis. Meeting by other than grade level may be initiated subject to approval by the principal.

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

- d. This list is not all-inclusive.
3. Teachers of music, art, cooperative education, librarians, speech therapists, reading consultants, school social workers, counselors 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.

4. The elementary building administration shall schedule the 210 minutes of creative arts subjects so that the special subject classes shall be spread throughout the five days of each full week in the most equitable manner possible.

#### D. Creative Arts Preparation Period

Elementary teachers of creative arts such as music, art, physical education, librarians, counselors, school social workers, school psychologists and other non-classroom teachers, will be provided at least one continuous fifteen (15) minute preparation period in the morning and one continuous fifteen (15) minute preparation period in the afternoon of each school day.

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

#### E. Meetings

Building faculty meetings, department meetings, curriculum meetings 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.
  - b. Annual open house.

- c. Sponsoring one student activity per year beyond the normal school day for Junior or 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 meetings is desirable and shall be vigorously encouraged by the Association.

#### G. Teacher Responsibility

The Association acknowledges that 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 administration share a responsibility for the movement of students within the building.

#### H. Non-Teaching Duties

The Board recognizes that teaching is a profession and 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.
4. 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

It is agreed that upon reasonable request of a teacher 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 in no way interferes with the normal operation of the school.

All teachers are permitted to leave the buildings during the lunch period provided that they return no less than five (5) minutes before classes resume. In the event of abuse of this privilege, the Building Administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. Repeated abuse will require joint written communication to



the teacher involved. If the abuse is continued, the teacher shall be subject to appropriate disciplinary action.

#### J. Parent/Teacher Conferences

The Board agrees to provide adequate released time within the normal school day for formal teacher-parent conferences where they are used. At the elementary level at least twenty (20) minutes per student shall be allotted for this purpose.

##### Elementary

Additional conference/conference planning time may be provided with administrative approval for special cases.

##### Middle School

Additional middle school conference sessions with mutual agreement will be added if regularly scheduled conference time is not sufficient.

Teachers on the team and the principal will meet before conferences are scheduled to develop the scheduling of the additional sessions. Compensable release time will be granted for work beyond the regularly scheduled days contingent upon the principal's approval with respect to timing.

There will be fall elementary, middle and high school parent/teacher conferences, and only elementary spring conferences, as follows:

Elementary - Fall and Spring Schedule Thursday afternoon and evening conferences

Friday morning conferences - fall only

Friday afternoon - compensatory time

Middle School - Fall only, no spring conferences

Wednesday evening (6-9 p.m.) - conferences

Thursday morning - school for students

Thursday afternoon - conferences - no students

Friday morning - conferences

Friday afternoon - compensatory time for teachers

High School - Fall only, no spring conferences

Wednesday - school for students full day

Wednesday afternoon (2:45-5:45 p.m.) - conferences

Thursday morning - school for students

Thursday afternoon (12:30-3:30 p.m./5-8 p.m.) - conferences

Friday - compensatory time for teachers

If conferences are scheduled Thanksgiving week, the schedule will be as follows:

Elementary

Tuesday - afternoon and evening conferences  
Wednesday - morning conferences  
Wednesday afternoon - compensatory time

Middle School

Monday evening - 6-9 p.m. conferences  
Tuesday afternoon - conferences  
Wednesday morning - conferences  
Wednesday afternoon - compensatory time

High School

Monday afternoon - 2:45-5:45 p.m. conferences  
Tuesday afternoon - 12:30-3:30 p.m. and 5-8 p.m.  
conferences  
Wednesday - compensatory time for teachers

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 \$45 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.

During a year in which a school is being accredited, the above option will not be available to staff, and in-service time will be dedicated to the accrediting process.

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. Teacher/Advisor Program

1. Changes in the teacher/advisor goals and objectives and their implementation are subject to review and recommendation by the joint teacher/advisor committee.  
It is the intent of both parties that no significant additions in the teachers' responsibilities in regard to implementation of the teacher/advisor goals and objectives shall occur during the life of this contract.
2. All teachers will be assigned a teacher/advisor group for which they will be expected to assist in the following areas:
  - a. Dissemination of information and collection of data.
  - b. Advising students regarding their short- and long-range educational program and placement as it relates to course selection and planning regarding future educational goals.

O. 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.

P. Reduced-Year and Non-Compensable Leave

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 four teachers with the most seniority will be offered this option. A response accepting or rejecting the option must be made to the building administrator by March 1. If any or all reject the option, the option is then offered to the next teacher(s) on the seniority list, and the original four drop to the bottom of the eligibility list. The remaining teachers are offered the option without losing their position.
  - 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 unit is eligible at the same time.
  - d. The Assistant Superintendent for Personnel 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 230-day-per-year 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.

#### Q. 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.

#### R. 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.

### ARTICLE XIV - CLASS SIZE

#### A. Desired Objectives

Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program, and is directly related to the volume of a teacher's work, along with such other factors as the method of instruction and the range of student capability, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

#### B. 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 and school social workers 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.

C. Work Stations

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

D. Elementary

The objectives for maximum elementary class sizes shall be:

Kindergarten - 1st grade	26
2nd & 3rd grades	28
4th grade - 6th grade	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 Director of Elementary Education 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.

E. High School

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

English	150/day or a maximum of 30 in any class
Language	150/day or a maximum of 32 in any class

Art	140/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 (except typing), Social Studies	155/day or a maximum of 32 in any class
Science, Drafting	150/day or a maximum of 32 in any class (or as facilities permit to implement program)
Typing, Computer, Industrial Arts, Home Economics, Physical Education	As facilities permit to implement program

Maximums for teaching assignments with less than five (5) regular classes shall be operated accordingly.

#### F. 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) and 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, Drafting and Home Economics	As facilities permit to implement program

#### G. Exceeding Class Size

If at any time it is found that a specified limit set forth in Section E and F, above, is exceeded by more than three (3) students per class hour or fifteen (15) students per day at the senior high and eighteen (18) students per day at the junior high/middle school, then the involved principal, the involved teacher, an Association representative and the Superintendent's representative shall meet to plan means for relieving the situation.

## H. Special Programming

1. To be considered for two-for-one the student must:
  - a. Have an Individualized Educational Plan (IEP)
  - b. Have an IEP which requires the general education teacher to prepare significantly different materials for the student, or to use different teaching techniques.

The designation of two-for-one should be determined at the Individualized Education Plan Committee (IEPC) and reviewed and revalidated each year by the IEP. In cases where the two-for-one designation cannot be agreed upon at the building level, the case shall be referred to the Director of Special Education for a final decision.

In grades 6 through 12 the two-for-one designations must be determined on a period-by-period basis.

2. A student shall not be considered two-for-one in the following circumstances:
  - a. If the special education staff in the building, rather than the general education teacher, has the responsibility for preparing educational materials, or if the special education staff in the building provides direct instructional services in the general education classroom to the IEP'd student.
  - b. In those cases where the District provides paraprofessional assistance in the regular education setting (i.e., a paraprofessional with a physically handicapped student, or an interpreter with a hearing impaired student).

The maximum class size in Math Concepts, Basic Government, Basic U.S. History, and other concept classes at the secondary level, shall not exceed twenty-five students.

## I. Guidance Counselors

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

Junior High/Middle School	450
High School	400

If at any time the specified limit set forth above is exceeded by more than fifty (50) students, the involved principal, the involved counselor, an Association representative, and the Superintendent's representative shall meet to plan means for relieving the situation.

## J. Subject Assignments

Whenever possible, and then only with teacher consultation, teachers will not be assigned more than three different subject area preparations at the secondary level. Those teachers who teach less than full-time shall have a prorata schedule based on the full-time equivalent.

## ARTICLE XV - TEACHING ASSIGNMENTS

### A. Regular Teaching Assignments

1. 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 observed to the extent possible. If a change is necessitated, the teacher so affected 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; provided, however, that no such teacher shall be involuntarily transferred unless notified by the previous June for the fall semester, and by December 1 for the spring semester. This provision is not applicable to itinerant staff.

2. All beginning teachers shall be assured of the assistance of experienced teachers for the duration of the probationary period to help orient the new teachers to the realities of teaching and to the expectations of the profession and the school system in which they work.
3. No teacher shall be required to work a split shift as part of the regular assignment.

### B. Substitute Teaching Assignments

1. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call approximately two hours before the regular starting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange 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 XVI - VACANCIES, PROMOTIONS AND TRANSFERS

### A. Promotion

A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular or extra-duty activities.

### B. Posting - Promotion

1. Whenever a vacancy occurs, which is a promotion as defined in Section A, the Employer shall publicize the same by giving written notice of such vacant position, with qualifications and job description, where possible, to the Association, and by posting a copy of such notice in each school building. Vacancies shall not be filled except on a temporary basis, until such vacancy has been posted for two (2) weeks. During the summer months, the publication requirement shall be fulfilled by giving the written notice to the Association and posting a copy at the Board of Education offices.
2. No other postings shall be required except head coaching positions at the high school level.

### C. Posting - Application and Assignment

Any teacher may apply for a vacancy in a position considered to be a promotion as defined in Section A, above. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. If two or more applicants' factors are equal, the vacancy should be filled (1) from within the school district, and (2) by the teacher with the longest continuous service with the school district provided, however, in all appointments to positions, the Board's decision shall be final.

If requested, unsuccessful applicants shall be given reasons for not attaining the position.

### D. Posting - Transfer

To encourage voluntary transfers as one means of professional improvement or renewal, the Board shall prepare a posting of all known vacancies for the coming school year as they occur from April 1 through June 30. A vacancy in a non-classroom bargaining unit position, guidance counselor, media specialist, school psychologist, school social worker and speech therapist shall be posted when it occurs. Copies of all postings shall be posted in all buildings including the Board office and sent to the BHEA office.

Except where good recruitment practices of the Board prohibit, positions shall not be filled until two (2) weeks following such announcement.

Two (2) weeks following the spring announcement shall be the deadline for transfer requests. Transfer requests become void on the last working day of August prior to the start of the school year, or at the time a response is received by the applicant concerning the requested transfer.

The following procedure shall be followed:

1. The teachers shall be notified of open positions by the Personnel Office.
2. The teacher shall then file a transfer request with the Personnel Office.
3. An interview to discuss the transfer with the principal (or supervisor) of the school to which the teacher wishes to be transferred may be scheduled.
4. Although a vacancy does not exist, a teacher may initiate a transfer request with the personnel office. The general request shall remain on active file until the last day of summer recess.

If all parties, the teacher, the principal (or supervisor) of the school to which the teacher wishes a transfer, and the appropriate administrator, are in favor of such transfer, the transfer shall take place. If all parties as mentioned above are not in agreement, then the Superintendent's decision shall be final. Only one transfer in a two-year period shall be permitted, except by mutual agreement between the parties. The teacher shall be notified as promptly as possible.

#### E. Involuntary Transfer

Since the frequent transfers of teachers from one school to another may be disruptive of the educational process and interfere with optimum teacher performance, the parties hereby agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

However, involuntary transfers may occur because of a decrease in enrollment, an increase in enrollment, school closings, or for the good of the instructional program.

In the event an involuntary transfer is required, voluntary transfer candidates will be considered before the involuntary transfer is initiated.

Prior to initiating an involuntary transfer, the appropriate director of instruction will discuss the reasons for the transfer with

the involved teacher and a representative of the BHEA, if the teacher so desires.

The Superintendent or designee shall confirm in writing to the affected teacher the reasons for an involuntary transfer.

In the event an involuntary transfer is necessary, consideration shall be given to the following:

1. Qualifications required for the assignment.
2. Staff needs of the receiving school.
3. Length of service in the District.
4. Student and teacher welfare.

Tenure teachers shall have the option to transfer back at the first opening available in their field of competency. No such transfer shall be implemented during a school year unless the administration approves. Return rights for the involuntarily transferred teacher shall be waived if there is no vacancy after two school years, or if the return is offered and refused by the teacher.

#### ARTICLE XVII - SALARY SCHEDULE

##### A. Basic Salary Schedule

The basic salaries of teachers covered by and incorporated in this Agreement are herein set forth. Such Salary Schedules shall remain in effect during the term of this Agreement.

##### B. Salary Schedule Placement

1. 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.
2. 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.
3. 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, per Article III of

the collective bargaining agreement. 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 have written prior approval of the Assistant Superintendent for Personnel. It is agreed and mutually understood that this option is not subject to the grievance procedure.

4. Grade point averages in all coursework must meet the minimum graduation requirements at the institution where the coursework was granted.

#### C. School Psychologist/Social Worker Salary

Those staff members assigned as social workers or school psychologists who hold Master's (M.A.) Degrees which included sixty (60) semester hours beyond the Bachelor's Degree will be paid on the MA+30 salary track.

#### D. Doctoral Salary

Those teachers who hold a PhD/EdD shall receive \$1,250 in addition to the amount identified for the appropriate step placement on the MA+30 salary schedule.

E. 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, provided that the total compensation shall not be reduced below that which would have been received for the actual days worked upon recall.

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.

F. Salary Schedule

Experience	BA	BA+22	MA	MA+30	DR
1. 1993-94					
0	26,138	27,060	28,085	29,352	30,633
1	27,100	27,769	29,184	31,174	32,456
2	29,081	29,877	31,759	33,852	35,133
3	31,065	31,979	34,334	36,523	37,804
4	33,046	34,082	36,907	39,195	40,476
5	35,023	36,189	39,481	41,860	43,141
6	37,280	38,564	42,375	44,869	46,151
7	39,569	41,007	45,303	47,931	49,212
8	41,890	43,465	48,270	51,026	52,307
9	44,236	45,953	51,280	54,163	55,444
10	52,436	54,445	61,528	64,733	66,014

Experience	BA	BA+22	MA	MA+30	DR
2. 1994-95					
0	26,530	27,466	28,506	29,792	31,093
1	27,506	28,186	29,622	31,642	32,942
2	29,518	30,325	32,235	34,359	35,660
3	31,531	32,459	34,849	37,071	38,371
4	33,542	34,594	37,461	39,783	41,083
5	35,549	36,731	40,073	42,488	43,788
6	37,839	39,142	43,010	45,542	46,843
7	40,163	41,622	45,982	48,650	49,950
8	42,518	44,117	48,994	51,791	53,091
9	44,899	46,642	52,049	54,975	56,276
10	53,222	55,262	62,451	65,704	67,004

Experience	BA	BA+22	MA	MA+30	DR
3. 1995-96					
0	26,928	27,878	28,934	30,239	31,559
1	27,919	28,609	30,066	32,117	33,437
2	29,960	30,780	32,719	34,875	36,195
3	32,004	32,946	35,372	37,627	38,947
4	34,045	35,112	38,023	40,380	41,700
5	36,082	37,282	40,674	43,125	44,445
6	38,407	39,729	43,655	46,226	47,546
7	40,765	42,247	46,672	49,380	50,700
8	43,156	44,779	49,729	52,568	53,888
9	45,573	47,342	52,830	55,800	57,120
10	54,021	56,091	63,387	66,689	68,009

\*Half steps are at the mid-point between whole steps.

## G. Increment Credit

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. A teacher who completes 93 or more work days shall be granted a full increment. A teacher who completes between 47 work days and 92 work days shall be granted one half (1/2) increment. A teacher who completes 46 or less work days shall not be given an increment for that year. 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. 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.

## ARTICLE XVIII - PAYROLL PROCEDURE AND DEDUCTIONS

### A. Payroll Procedures

1. Teachers working a 186-day contract 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. 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 by July 15 for the following school year. There shall be no change in an election after July 15.
3. In the event a pay date falls on a day when teachers are not scheduled to work, the previous pay date will be a double pay to cover the biweekly periods. In the event a pay date falls on a day when all staff in the District are not scheduled to work, all staff shall, if possible, receive their pay on the last day prior to closing.
4. Payment for co-curricular services shall be paid in accordance with the options elected as indicated in Article XX and shall be made on regular pay dates.

### B. Payroll Deduction

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.

1. Association Dues, PAC & MEAR contributions
2. United Foundation
3. Credit Union
4. Tax-sheltered accounts (403(b) qualified) (eight (8) as agreed upon)
5. Municipal income taxes of Pontiac and Detroit for those teachers who have submitted written authorization for said deduction.
6. United States Savings Bonds.

#### ARTICLE XIX - PER DIEM AND HOURLY RATES

A. 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) times their individual hourly rates.

B. 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 XIII, 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. As set forth in Article XIII, Section C, 4, elementary classroom teachers shall be scheduled at least 210 minutes each full week. In the event of absence of the special subject teachers (vocal music, art, and physical education) and no substitute teacher is obtained, the classroom teacher shall teach the class. If the absence of the special subject teacher requires the classroom teacher to have less than 210 minutes for preparation and relief during the week, such classroom teacher shall be paid for such time at one (1) times the teacher's hourly rate.

D. 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.

E. Salary for less than full-time positions shall be premised on a prororation of the regular full-time hours at the appropriate level of assignment, as stated in Article XIII.

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

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

**ARTICLE XX - SUPPLEMENTAL SCHEDULES**

A. Teachers involved in extra-duty assignments set forth in Article XX, Sections B through E, 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. The policy under this Agreement shall be to employ as many different teachers as are qualified to serve in the various classifications listed. Therefore, teachers having no extra paid activities will be given preference over other teachers already involved in this schedule, if their qualifications are similar.
2. 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. Payment for co-curricular positions shall be based upon:
  - a. Assignment, or approval in writing, by the school principal and the Director of Athletics and Driver Education.
  - b. The salary of those individuals who assume a new co-curricular position will be as follows:
    - (1) 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.
    - (2) If the prior position and the new position are within the same activity and the new position 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.
    - (3) 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 (2). Fractional results will be rounded up to the nearest whole number.



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. It is further understood and agreed that assignment to co-curricular positions is made on a yearly basis and without tenure in position.

- c. In the event a class is conducted which is identical to the involved non-athletic activity, the sponsor will receive one-half (1/2) of the salary (example: yearbook, school paper, student council).
- d. The following minimum limits are in effect for vocal and instrumental music and drama teachers who are to be eligible for 100% of the supplementary pay, as established in the Supplemental Schedule of Article XX of the Master Contract:

- (1) Practices will be held outside of class time a minimum of five (5) hours per week for at least four weeks preceding a performance.
- (2) At least seventy-five percent (75%) of those students that will be involved in a performance must be meaningfully involved in the practice.
- (3) The teacher contracted for the assignment must conduct the entire concert or performance.

Any performance and practices which do not satisfy these minimums will result in a teacher receiving 50% of the amount indicated in the Supplemental Schedule.

Additionally, it is understood that, while payment for performances will remain on a "per-performance basis," the number of performances and their schedules will be approved by the Administration at the beginning of the school year. To avoid misunderstandings, a conference will be held with the individual teacher at a mutually convenient time between September 1 and September 30 of the year in question. At that time, the number and nature of compensated performances will be established. Written approval as to the number, nature and schedule of performances is required in order for any employee to be eligible for the compensation set forth in the Supplemental Schedule. In this regard, it is understood that 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. Elementary Performances

Elementary music teachers will follow performance guidelines as outlined in A(3)(d), of this Article with the following addition:

If two or more music teachers conduct students at a single performance, total payment for the performance will not exceed the total amount paid as if a single teacher conducted the performance. The amount paid each teacher will be prorated based on their step on the supplemental salary schedule.

- f. There will be an in-service clinic conference budget administered by the district athletic director 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.

B. Co-Curricular Supplemental Contracts

1. During the week of May 1 of the preceding school year the Director of Athletics will issue co-curricular supplemental contracts 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. Failure to return the signed contract by June 1 will indicate the teacher does not desire to be employed in the specific position.
2. 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 60 calendar days prior to the official starting date of a fall activity, or 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. Rates indicated in the Supplemental Salary Schedule are based on official starting and closing dates of the sports' seasons, by production in music and 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 1/2) times the salary of one of the teams for coaching both teams.
5. The Board will provide five options for the receipt of co-curricular salaries, and those options are:
  - a. Payment through the duration of the activity;
  - b. Full payment upon completion of the activity;
  - c. Payment from the inception of the activity through the remainder of the school year;
  - d. (For full-time teachers only) Payment for all contracts paid in equal prorated installments from beginning to end of the school year.
  - e. (For full-time teachers only) Payment of all contracts paid in equal prorated installments from the beginning of the school year to the last pay in August.

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

6. 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.

#### C. 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.

#### D. Co-Curricular Salary Schedule

1. The Bloomfield Hills Board of Education and the Bloomfield Hills Education Association used various methods to determine the co-curricular salaries contained in this Master Agreement. The BHEA in determining the dollar amounts considered their relationship to the Bloomfield Hills B.A. salary schedule. The Board of Education, on the other hand, considered comparative compensation levels in other districts. In this instance, based on both methods of analysis, the parties have been able to reach agreement on the dollar amounts. Nothing contained in this paragraph shall be interpreted to mean either side is bound in

subsequent agreements to any particular method of determining a co-curricular pay schedule.

2. Incentive Supplemental Pay for Athletic Personnel

Employees who have coached athletic teams in the Bloomfield Hills School District over five years shall be given incentive pay as per schedule 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.

- a. 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.
- b. 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 1/2) salary for the two positions.

Incentive pay for athletic personnel:

6 through 10 years of experience	5%
11 through 15 years of experience	15%
16 years and more	25%

E. Art Teacher Additional Compensation

Annually, middle and high school art teachers will be paid up to ten (10) hours and elementary art teachers up to five (5) hours at the curriculum rate for after-school work premised on prior approval of the building principal.

1993-94 SCHEDULE

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	2650	3000	3625	4025	4700	4935	5405	5875
	HS Asst	1775	2000	2450	2775	3225	3386	3709	4031
	MS Head	1400	1725	2025	2300	2675	2809	3076	3344
	MS Asst	1075	1100	1225	1425	1650	1733	1898	2063
Basketball	HS Head	2650	3000	3625	4025	4700	4935	5405	5875
	HS Asst	1775	2000	2450	2775	3225	3386	3709	4031
	MS	1050	1075	1200	1450	1875	1969	2156	2344
	7/8 Travel					2000	2100	2300	2500
Swimming	HS Head	2650	3000	3625	4025	4700	4935	5405	5875
	HS Asst	1775	2000	2450	2775	3225	3386	3709	4031
	MS	1175	1400	1525	1775	2050	2153	2358	2563
BB SB VB HC SC GY WR TR SKI	HS Head	2025	2250	2675	3100	3625	3806	4169	4531
	HS Asst	1500	1675	2000	2175	2500	2625	2875	3125
	MS	1050	1075	1225	1525	1650	1733	1898	2063
Tennis/CC/Golf	HS Head	1750	1975	2225	2425	2950	3098	3393	3688
	HS Asst	1075	1150	1225	1450	1800	1890	2070	2250
	MS	1025	1075	1125	1350	1475	1549	1696	1844
Intramural Athletic Supervisor	HS	700	925	1000	1250	1425	1496	1639	1781
	HS	5425	5750	6075	6425	6775	7114	7791	8469
Cheerleading	MS	4525	4750	5050	5275	5575	5854	6411	6969
	HS Head	1175	1225	1325	1350	1850	1943	2128	2313
	HS JV	1175	1225	1325	1350	1650	1733	1898	2063
Pon Pom Weight Room	9th	650	750	900	1000	1200	1260	1380	1500
	HS	1150	1250	1525	1725	1975	2074	2271	2469
	HS	575	675	800	925	1025	1076	1179	1281
Drama	HS (Per Prod)	1275	1475	1575	1775	2075			
	MS (Per Prod)	500	575	625	725	950			
	HS (Per Prod)	625	750	875	975	1100			
	MS (Per Prod)	475	550	725	750	975			
Marching Band March Band Camp	ES (Per Prod)	150	175	200	225	300			
	HS	975	1050	1175	1425	1700			
	HS (per Day)	75	75	75	75	75			
Debate & Forensic	HS	1225	1450	1575	1700	2200			
	MS	252	625	675	800	1000			
Quiz Bowl		875	975	1075	1175	1375			
Musical	HS Director	1525	1700	1900	2275	2600			
	HS Orch/Voc	1025	1175	1350	1500	1675			
	HS Choreog	475	550	600	700	925			
	HS Light/Set	400	425	450	475	525			
	MS Director	725	900	1000	1175	1400			
	MS Orch Voc	475	550	600	675	900			
	MS Choreog	325	375	450	500	575			
Yrbook/Paper and Student Govt.	HS	1075	1200	1400	1500	2000			
	MS	725	850	875	925	950			
Clubs	HS/MS/ES	450	525	625	750	900			
Grade Sponsors	9 thru 12	850	950	1025	1175	1500			

1994-95 SCHEDULE

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	2700	3050	3675	4075	4775	5014	5491	5969
	HS Asst	1800	2025	2475	2825	3275	3439	3766	4094
	MS Head	1425	1750	2050	2325	2725	2861	3134	3406
	MS Asst	1100	1125	1250	1450	1675	1759	1926	2094
Basketball	HS Head	2700	3050	3675	4075	4775	5014	5491	5969
	HS Asst	1800	2025	2475	2825	3275	3439	3766	4094
	MS	1075	1100	1225	1475	1900	1995	2185	2375
	7/8 Travel					2025	2126	2329	2531
Swimming	HS Head	2700	3050	3675	4075	4775	5014	5491	5969
	HS Asst	1800	2025	2475	2825	3275	3439	3766	4094
	MS	1200	1425	1550	1800	2075	2179	2386	2594
BB SB VB HC SC	HS Head	2050	2275	2725	3150	3675	3859	4226	4594
GY WR TR SKI	HS Asst	1525	1700	2025	2200	2550	2678	2933	3188
	MS	1075	1100	1250	1550	1675	1759	1926	2094
Tennis/CC/Golf	HS Head	1775	2000	2250	2450	3000	3150	3450	3750
	HS Asst	1100	1175	1250	1475	1825	1916	2099	2281
	MS	1050	1100	1150	1375	1500	1575	1725	1875
Intramural	HS	700	950	1025	1275	1450	1523	1668	1813
Athletic Supervisor	HS	5500	5825	6175	6525	6875	7219	7906	8594
	MS	4800	4825	5125	5350	5650	5933	6498	7063
Cheerleading	HS Head	1200	1250	1350	1375	1875	1969	2156	2344
	HS JV	1200	1250	1350	1375	1675	1759	1926	2094
	9th	650	750	925	1025	1225	1286	1409	1531
Pon Pom	HS	1175	1275	1550	1750	2000	2100	2300	2500
Weight Room	HS	575	675	800	950	1050	1103	1208	1313
Drama	HS (Per Prod)	1300	1500	1600	1800	2100			
	MS (Per Prod)	500	575	625	725	975			
Music (VO IN OR)	HS (Per Prod)	625	750	900	1000	1125			
	MS (Per Prod)	475	550	725	750	1000			
	ES (Per Prod)	150	175	200	225	300			
Marching Band	HS	1000	1075	1200	1450	1725			
March Band Camp	HS (per Day)	75	75	75	75	75			
Debate & Forensic	HS	1250	1475	1600	1725	2225			
	MS	250	625	675	800	1025			
Quiz Bowl		900	1000	1100	1200	1400			
Musical	HS Director	1550	1725	1925	2300	2650			
	HS Orch/Voc	1050	1200	1375	1525	1700			
	HS Choreog	475	550	600	700	950			
	HS Light/Set	400	425	450	475	525			
	MS Director	725	925	1025	1200	1425			
	MS Orch Voc	475	550	600	675	925			
	MS Choreog	325	375	450	500	575			
Yrbook/Paper and	HS	1100	1225	1425	1525	2025			
Student Govt.	MS	725	875	900	950	975			
Clubs	HS/MS/ES	450	525	625	750	925			
Grade Sponsors	9 thru 12	875	975	1050	1200	1525			

## 1995-96 SCHEDULE

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	2750	3100	3725	4125	4850	5093	5578	6083
	HS Asst	1825	2050	2500	2875	3325	3491	3824	4156
	MS Head	1450	1775	2075	2350	2775	2914	3191	3469
	MS Asst	1125	1150	1275	1475	1700	1785	1955	2125
Basketball	HS Head	2750	3100	3725	4125	4850	5093	5578	6063
	HS Asst	1825	2050	2500	2875	3325	3491	3824	4156
	MS	1100	1125	1250	1500	1925	2021	2214	2406
	7/8 Travel					2050	2153	2358	2563
Swimming	HS Head	2750	3100	3725	4125	4850	5093	5578	6063
	HS Asst	1825	2050	2500	2875	3325	3491	3824	4156
	MS	1225	1450	1575	1825	2100	2205	2415	2625
BB SB VB HC SC	HS Head	2075	2300	2775	3200	3725	3911	4284	4656
GY WR TR SKI	HS Asst	1550	1725	2050	2225	2600	2730	2990	3250
	MS	1100	1125	1275	1575	1700	1785	1955	2125
Tennis/CC/Golf	HS Head	1800	2025	2275	2475	3050	3203	3508	3813
	HS Asst	1125	1200	1275	1500	1850	1943	2128	2313
	MS	1075	1125	1175	1400	1525	1601	1754	1906
Intramural	HS	700	975	1050	1300	1475	1549	1696	1844
Athletic Supervisor	HS	5575	5900	6275	6625	6975	7324	8021	8719
	MS	4675	4900	5200	5425	5725	6011	6584	7156
Cheerleading	HS Head	1225	1275	1375	1400	1900	1995	2185	2375
	HS JV	1225	1275	1375	1400	1700	1785	1955	2125
	9th	650	750	950	1050	1250	1313	1438	1563
Pon Pom	HS	1200	1300	1575	1775	2025	2126	2329	2531
Weight Room	HS	575	675	800	975	1075	1129	1236	1344
Drama	HS (Per Prod)	1325	1525	1625	1825	2125			
	MS (Per Prod)	500	575	625	725	1000			
Music (VO IN OR)	HS (Per Prod)	625	750	925	1025	1150			
	MS (Per Prod)	475	550	725	750	1025			
	ES (Per Prod)	150	175	200	225	300			
Marching Band	HS	1025	1100	1225	1475	1750			
March Band Camp	HS (per Day)	75	75	75	75	75			
Debate & Forensic	HS	1275	1500	1625	1750	2250			
	MS	250	625	675	800	1050			
Quiz Bowl		925	1025	1125	1225	1425			
Musical	HS Director	1575	1750	1950	2325	2700			
	HS Orch/Voc	1075	1225	1400	1550	1725			
	HS Choreog	475	550	600	700	975			
	HS Light/Set	400	425	450	475	525			
	MS Director	725	950	1050	1225	1450			
	MS Orch Voc	475	550	600	675	950			
	MS Choreog	325	375	450	500	575			
Yrbook/Paper and Student Govt.	HS	1125	1250	1450	1550	2050			
	MS	725	900	925	975	1000			
Clubs	HS/MS/ES	450	525	625	750	950			
Grade Sponsors	9 thru 12	900	1000	1075	1225	1550			

F. Summer School Pay Schedule

1. 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. Preferences shall be given to those teachers who have summer school seniority within the subject area applicable to the position, providing such previous performance shall have been deemed satisfactory by the Director of the summer school program and/or the immediate supervisor.
3. Assignment, or approval, by the summer school director and the Assistant Superintendent for Personnel.
4. Payment for summer school teachers shall be \$20 per hour. Rates not applicable to SCAMP program.

G. Payment for curriculum work shall be \$17.50 per hour.

H. Driver Education Pay Schedule

1. Payment for Driver Education shall be based upon:
  - a. Years of experience in Driver Education (375 hours is considered as one year of experience).
  - b. Preference shall be given to those teachers who have Driver Education seniority, based upon satisfactory performance as measured by the Director of Athletics and Driver Education.
  - c. Teachers will be given an additional \$1.00 per hour over and above their hourly rate for performing in the capacity of driver education classroom teachers; this rate not to exceed thirty (30) hours per classroom teacher per session.
  - d. Driver education teachers will be paid \$20 per hour.
  - e. The Board shall provide \$100,000 liability insurance for Driver Education instructors.
2. For the duration of this Agreement simulated driver training devices shall not be used to decrease the number of "on the road" hours of training required. Driver Education teachers may study such devices and present their recommendations to the Board.

**ARTICLE XXI - ADDITIONAL COMPENSATION AND SCHOOL CLOSING**

A. 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 rate for reimbursement will be that currently in effect July 1 of the new school year; and such rate will remain in effect for the entire fiscal year. The same allowance shall be given for use of personal cars for business of the District as approved by the Administration.

B. Sabbatical Leave

Sabbatical leave shall be at 100% of the teacher's annual salary and there will be at least one sabbatical leave granted yearly to those individuals eligible, per Board Policy 4402.1, as written July 1, 1981.

C. Professional Growth Leave

Professional growth leave shall be at 100% of the teacher's salary, and there will be a total of 20 weeks of professional growth leave granted yearly to those individuals eligible per the professional growth leave provisions.

At the completion of a professional growth leave, the teacher shall be returned to the same assignment held prior to the commencement of the leave.

D. Inclement Weather

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, WPON, and WWJ.

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.

**ARTICLE XXII - PAID LEAVES**

A. Allocation of Days

At the beginning of every school year, each teacher shall be credited with eleven (11) days leave except there shall be one additional day provided for observance of religious holidays to 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 Business

Personal business days, not to exceed one (1) day per year, are for use in the conduct of legal matters that cannot be handled after school or Saturday.

Personal business days cannot be utilized on a school day immediately before or after a holiday, vacation, or beginning or end of the school year, without permission from the Superintendent.

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 Personnel.

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. Employees will be excused for the aforementioned normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of the death in question, for the purposes of attending to funeral arrangements (providing the employee attends the funeral).

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 relative 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. Personal Days

The teacher shall be entitled to two (2) personal days per year that do not require a written statement by the teacher giving the specific reason.

Two consecutive personal days, including the days Thursday through Tuesday, may not be used in connection with a weekend except with the approval of the immediate supervisor.

7. Leave Requests

On leave days for personal business, religious holidays, and special leave, as well as any other leave, whenever possible, such leave must be requested in advance on the form available in each school building office. The request shall include a statement by the teacher that the leave request is for a purpose authorized within this section, as set forth above. The teacher may be requested to set forth a specific reason for such leave.

B. Leave Day Provisions

1. 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.
2. The above leaves will be granted only to the extent that current leave days are available or as modified by section F of this Article.

C. Maternity As A Disability

Maternity as a disability is recognized per the provisions of applicable law and within the current collective bargaining provisions applicable to disability.

D. Jury Duty

Teachers who are summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If such teacher then reports for jury duty, the teacher shall be paid an amount equal to the difference between the amount of wages such teacher would otherwise have earned by working that day (see Article XIX, Section D) and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which the teacher otherwise would

have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for the jury duty pay differential, the teacher must furnish the Business Office 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

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).

It is understood that 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.

Should the employee continue to be off work beyond a period of twelve months, the employee shall not then be eligible for short-term disability Benefits under Article XXIV, Section J.

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.

#### F. Leave Bank

Teachers shall be given a bank of unused sick days that were accumulated from July 1, 1963 to July 1, 1969. This bank shall be used for the sole purpose of the employee's personal illness, funeral leave and maternity as a disability as defined by the provisions of applicable law, and shall be used only after the current leave days have been depleted in accordance with Article XXII. To this bank will also be added in September the unused current leave days of the previous school year.

The usage of leave bank days shall be governed by the following:

1. Current leave days have been exhausted.
2. Usage is reserved for the employee's personal illness or funeral leave.

A teacher who has used their eleven (11) allocated days for the current year may use up to five (5) days from the bank for illness in the family.

3. If current leave days for the year are depleted, teachers may use up to one (1) day for either personal business or a personal day from the accumulated leave bank. In no case can the total exceed one (1) day for personal business and two (2) personal days during the year.
4. Teachers 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 XXIII - UNPAID LEAVES

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

###### 1. Protracted Illness

Any teacher who has completed the probationary period shall be entitled to a leave of absence in cases of protracted or extended illness. Such teacher 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 Leave

A maternity leave of absence shall be granted upon request. The teacher must present a physician's certificate on or before the sixth month of pregnancy stating the ability and advisability of her continuing to work and that her pregnancy does not create an "industrial risk," and that the teacher is able to fulfill her regular duties. The leave shall commence subsequent to the paid disability leave which concludes when the teacher is no longer disabled. The maternity leave shall expire on June 30 of the school year in which the leave is granted. Upon request, a first-year maternal care leave shall be granted by the Board after the expiration of the maternity leave for a period of one year. A second year maternal care leave shall be granted upon request.

The teacher may return from leave at any time during the maternity leave upon mutual agreement between the teacher and the Board, providing there is a vacancy for which the teacher is certified and qualified. A teacher returning is guaranteed a position commensurate with her training, experience, and certification. A reasonable effort will be made to return the teacher to her original position, but a specific position in a specific school cannot be guaranteed upon return from leave.

When the maternity leave expires, the teacher shall indicate her desire to return the following fall as early as possible, but no later than April 1, or as defined in Article XXIII, Section E.

In cases of adoption, the above provisions of Section A-2 shall apply.

Those individuals 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.

### 3. 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 reemployment.

### C. Noncompensable Leave

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.

Noncompensable 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 Personnel 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.

Before an individual on a medical, maternity, or maternal care leave will be returned to work, a physician's statement must be provided stating that the teacher may return to full-time teaching with no limitations.

Individuals on leave of absence who do not notify the Personnel Office on or before April 1 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 defined in Section A-2 of Article XXIII.

### ARTICLE XXIV - INSURANCE PROTECTION

#### A. Eligibility

It is understood that the Board shall provide the following coverages and benefits as defined in this article and in accordance with contract provisions for eligible members.

It is further understood that insurance company regulations regarding qualification for benefits shall be fully complied with as a condition of receiving such benefits.

Designation of the insurance carrier in the article is contingent upon the carrier's agreement to individually experience 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.

In the event health insurance is positioned for bid, only Blue Cross/Blue Shield and MESSA will be allowed to bid, per specifications and conditions of the collective bargaining agreement.

The following benefits are considered as a fringe benefit for all bargaining unit members and as such include no provision for reimbursement for those members who do not qualify or do not select such benefits.

## B. Duration of Coverage

Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in Article XXIV shall commence on the first day of the month nearest the first compensable working day. Coverage shall remain in effect continuously for the duration of this Agreement as long as the teacher is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works.

For those individuals who complete the school year and then take a leave of absence or who are laid off, the fringe benefits will continue through the month of August following the school year completed.

For a teacher who takes an approved leave of absence, the Board of Education will extend the opportunity to continue the group hospital-medical insurance at the group rate on a direct-pay basis by the individual for a period not to exceed ninety (90) days. In order to qualify, the individual must meet the appropriate carrier regulation and follow the necessary procedure, as defined by the Business Office.

## C. Life Insurance

The Board shall select the insurance carrier who will provide each teacher with a forty-five thousand dollar (\$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.

## D. Accidental Death and Dismemberment

The Board will provide each teacher with an accidental death and dismemberment insurance policy which shall pay to the teacher's designated beneficiary the sum of forty-five thousand dollars (\$45,000) upon accidental death. Dismemberment benefits payable to the teacher shall be made in accordance with the policy benefit schedule.

## E. Long-Term Disability Insurance

The Board shall provide a long-term disability insurance plan. Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$3,000 per month to the teacher 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 teacher 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 teacher'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.

#### F. Hospitalization Insurance

For each full-time instructional staff member who makes proper application to participate, the Board will pay the premium to provide full-family, two-person or individual coverage, for the following Blue Cross/Blue Shield coverage:

A Blue Cross/Blue Shield traditional Plan, MVF I, Master Medical Option V (\$150/\$300 annual deductible), with a \$5 co-pay for prescription drugs. The riders applicable to the Blue Cross coverage are attached as Appendix B. A brief description of the insurance riders is attached for informational purposes as Appendix C. (Appendix C is not part of this contract.)

This coverage will include family continuation coverage for each covered teacher who makes proper application to participate. Teachers desiring to extend coverage to sponsored dependents may do so by purchasing this coverage through payroll deduction by making written application to the payroll department.

For those teachers who do not require hospitalization, a Tax Sheltered Account will be paid in accordance with the provisions of Section K below.

(For teachers who are less-than-full-time employees, see paragraph J of this Article.)

#### G. Duplication of Hospital/Medical Coverage

There shall be no duplication of hospitalization insurance. The teacher must notify the Employee Benefits Office of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that teachers shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the individual teacher. The Association shall encourage teachers to abide by this policy and shall assist the Board in its enforcement.

#### H. Vision Plan

The Board will pay the premium for a vision care program comparable to Blue Cross/Blue Shield A-80 for those individuals who are full-time and other eligible employees.

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 annual services, including examination, lenses and a \$35 cap on frames.

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

#### I. Dental Plan

The Board 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 \$1,000/lifetime. These percentages of reimbursements for dental care will be in accordance with the coverage schedule provided by the carrier.

Teachers who are provided dental benefits from another source shall be enrolled in a program that provides a 50% benefit level for Classes I, II and III with an annual maximum per year of \$1,250 per person and 60% in Class IV with per person lifetime maximum of \$1,000. The Board and the Association shall notify teachers of this plan. The Association shall encourage teachers to enroll in this program.

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

#### J. Benefits - Less than Full Time

Each less-than-full-time or shared-time teacher will have the premiums paid for the following coverages as elected by the individual:\*

1. Each teacher teaching 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 TSA payment defined in Section K of this Article may be elected.
2. Each teacher teaching a schedule of less than 75% may elect single-subscriber health or full-family dental and vision. In the event that no health, dental or vision plan is elected, the TSA payment defined in Section K of this Article may be elected.
3. Each teacher 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.

\*The proration of insurance benefits for less-than-full-time staff will be effective for teachers assuming a less-than-full-

time assignment effective August 29, 1984, or later. Shared-time teachers will have benefits as defined and included above.

K. TSA Option - No Hospitalization

The employer will provide an optional TSA plan in the amount of \$500/year for those individuals who do not elect the employer-provided hospital-medical insurance. This benefit will be initiated in a single payment at the end of each school year. Those individuals who have less than a full year of service or coverage will have the benefit prorated.

L. Short-Term Disability

1. After depletion of Leave Bank days, the teacher shall continue to be paid according to the following percentage of salary:

a. If the average of the annual unused leave days is six (6) days, or more per year, they will continue to earn 100% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Permanent Disability Insurance coverage commence.

b. If the average of the annual unused leave days is between 2-5 days (but not 6) they will continue to earn 90% of the daily rate/salary for scheduled work days for up to one year.

c. If the average of the annual unused leave days is between 0-1 day (but not 2) they will continue to earn 75% of the daily rate/salary for scheduled work days for up to one year.

d. For purposes of computation of the annual unused leave days of this clause only, the number of leave days shall be deducted from ten (10).

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

a. For the most recent nine 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 nine years to determine the average annual accumulation.

b. The year of disability shall not be included in this calculation (example).

<u>Most Recent Years of Service</u>	<u>Base Days</u>	<u>Days Used</u>	<u>Balance</u>
Year 1	10	2	8
Year 2	10	3	7
Year 3	10	4	6
Year 4	10	2	8

Year 5	10	3	7
Year 6	10	4	6
Year 7	10	26	0
Year 8	10	1	9
Year 9	<u>10</u>	<u>0</u>	<u>10</u>
Totals	90	45	61

Average accumulation: 61 days ÷ 9 years = 6.8 days

6.8 days = 100% of daily rate for all scheduled work days on disability.

A lengthy illness may deplete the leave bank, however, an annual balance can be no less than zero (0) for a given year.

3. To qualify for the short-term disability, the teacher must be (a) ill for five (5) consecutive sick days, or more, (b) the sick bank must be depleted, (c) and a doctor's statement of illness must be presented.

4. Days of illness beyond sick bank days accumulation, and not at least five (5) consecutive days, are deductible in pay.

5. Following an extended illness a person who returns to teaching shall have ten (10) school days during which time he/she is still considered as eligible for the short-term under all of its provisions without deducted pay, should the illness reoccur.

6. Under the terms of this provision a teacher shall in no way receive more than his/her annual salary.

7. It is understood and agreed that the short-term disability benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with the employer.

#### **ARTICLE XXV - 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.

#### **ARTICLE XXVI - PROFESSIONAL STUDY COMMITTEE**

A. There is hereby established a Professional Study Committee composed of four members selected by the Board or its designated representative and four members by the Association. The Professional Study Committee is charged with reviewing curriculum and other educational matters affecting teaching personnel. The Committee shall establish the subcommittee or other organizational structure necessary for study of such problems.

B. The Professional Study Committee serves a consultative, fact-finding, and advisory function; failure to act on its recommendations shall not constitute the basis for a grievance.

#### **ARTICLE XXVII - 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 simply involve mutual exchange of suggestions and ideas and shall in no sense 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 XXVIII - RETIREMENT/SEVERANCE**

**A. Severance**

1. The severance program is available as defined in the schedule listed below for those instructional staff members who are eligible for retirement benefits according to the rules of the State Retirement System, and who are presently at the maximum step of their appropriate track on the salary schedule.

2. Eligibility for the severance payment will be premised upon receipt, by the Personnel Office, of a written resignation from the individual affected, confirmation in writing of eligibility to retire under the Michigan Retirement System, and confirmation of application for and receipt of benefits from the Michigan Retirement System.

3. The program will provide a one-time remuneration as defined in the schedule listed below.

4. The severance payment will provide a payment upon retirement of \$10,000 for ten (10) years of active service, exclusive of unpaid leaves; and 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.

Paid leaves for which the District makes direct payment, but not to exceed one year per leave period, will qualify as service time.

5. The individual will have the option to receive this lump sum payment within thirty days (30) after the effective date of the resignation, or by the third Friday of January in the following calendar year.

**B. Hold Harmless**

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

**ARTICLE XXIX - 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 themselves 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 XXX - 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 all teachers no later than thirty (30) days after formal ratification by both the Board and the Association.

**ARTICLE XXXI - CONTRACT RESPONSIBILITY**

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.

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.

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 XXXII - 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 XXXIII - DURATION**

This Agreement and each of its provisions shall be effective as of August 29, 1993, and shall continue in full force and effect through August 25, 1996.

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

This Agreement was ratified by the Bloomfield Hills Education Association on June 16, 1994 and was approved by the Board of Education on June 21, 1994.



BLOOMFIELD HILLS SCHOOL DISTRICT

Education Association

Board of Education

Thomas O. Waters  
President  
Date: 9-1-94

Sharon A. Joch  
President  
Date: 9/1/94

Catherine A. King  
Vice President  
Date: 9-1-94

Linda Stimpel  
Vice President  
Date: 9/1/94

Art Lange  
Executive Director  
Date: 9-1-94

John M. Wyle  
Superintendent  
Date: 9-1-94

Paul T. Davis  
Negotiator  
Date: 9-1-94

Randy Woodberg  
Negotiator  
Date: 9-1-94

\_\_\_\_\_  
Negotiator  
Date: \_\_\_\_\_

**APPENDIX A**

SCHOOL CALENDAR\*  
1993-1994

	<u>Student</u>	<u>Teacher</u>
<u>July 1993</u> Monday, July 12 - Wing Lake Reopens		
<u>August 1993</u> Monday, August 30 - Work Day/Welcome Back for staff Tuesday, August 31 - 1/2 day for students (morning)	1	2
<u>September 1993</u> Monday, September 6 - No School K-12 & Wing Lake Thursday/Friday, September 16/17 - No School K-12 & Wing Lake	19	19
<u>October 1993</u>	21	21
<u>November 1993</u> Thursday/Friday, November 25/26 - No school K-12 & Wing Lake	19	20
<u>December 1993</u> Thursday, December 23 - School closes at the end of the day for K-12 & Wing Lake	17	17
<u>January 1994</u> Monday, January 3 - Classes resume K-12 & Wing Lake Monday, January 17 - No School, K-12 & Wing Lake Friday, January 21 - Teachers' record day (no school K-12)	20	21
<u>February 1994</u> Friday, Feb. 11 - School closes at end of the day K-12 Monday, February 21 - Classes resume for K-12	15	15
<u>March 1994</u>	23	23
<u>April 1994</u> Monday, April 11 - Classes resume K-12 & Wing Lake	15	15
<u>May 1994</u> Monday, May 30 - No school K-12 & Wing Lake	21	21
<u>June 1994</u> Wednesday, June 16 - Last day for K-12 students Thursday, June 17 - Last day for K-12 staff Wednesday, June 30 - Last day for Wing Lake staff	11	12
	_____	_____
TOTAL DAYS IN SESSION	182	186

\*Calendar subject to modification for extended-school-year scheduling.

APPENDIX A

SCHOOL CALENDAR\*  
1994-1995

	<u>Student</u>	<u>Teacher</u>
<u>July 1994</u>		
Monday, July 18 - Wing Lake Reopens		
<u>August 1994</u>	2	3
Monday, August 29 - Work Day/Welcome Back for staff		
Tuesday, August 30 - 1/2 day for students (morning)		
<u>September 1994</u>	19	19
Monday, September 5 - No School K-12 & Wing Lake		
Tuesday, September 6 - No School K-12 & Wing Lake		
Thursday, September 15 - No School K-12 & Wing Lake		
<u>October 1994</u>	21	21
<u>November 1994</u>	19	20
Thursday/Friday, November 24/25 - No school K-12 & Wing Lake		
<u>December 1994</u>	17	17
Friday, December 23 - School closes at the end of the day for K-12 & Wing Lake		
<u>January 1995</u>	19	20
Tuesday, January 3 - Classes resume K-12 & Wing Lake		
Monday, January 16 - No School K-12 & Wing Lake		
Friday, January 20 - Teachers' record day (no school K-12)		
<u>February 1995</u>	15	15
Friday, Feb. 10 - School closes at end of the day K-12		
Wednesday, Feb. 15 - School closes at end of the day Wing Lake		
Monday, February 20 - Classes resume for K-12 & Wing Lake		
<u>March 1995</u>	23	23
<u>April 1995</u>	14	14
Thursday, April 13 - School closes at the end of the day K-12 & Wing Lake		
Monday, April 24 - Classes resume K-12 & Wing Lake		
<u>May 1995</u>	22	22
Monday, May 29 - No school K-12 & Wing Lake		
<u>June 1995</u>	11	12
Thursday, June 15 - Last day for K-12 students		
Friday, June 16 - Last day for K-12 staff		
Friday, June 30 - Last day for Wing Lake staff		
TOTAL DAYS IN SESSION	182	186

\*Calendar subject to modification for extended-school-year scheduling.

APPENDIX A

SCHOOL CALENDAR\*  
1995-1996

	<u>Student</u>	<u>Teacher</u>
<u>July 1995</u>		
Monday, July 17 - Wing Lake Reopens		
<u>August 1995</u>	3	4
Monday, August 28 - Work Day/Welcome Back for staff		
Tuesday, August 29 - 1/2 day for students (morning)		
<u>September 1995</u>	19	19
Monday, September 4 - No School K-12 & Wing Lake		
Monday, September 25 - No School K-12 & Wing Lake		
<u>October 1995</u>	21	21
Wednesday, October 4 - No School K-12 & Wing Lake		
<u>November 1995</u>	19	20
Thursday/Friday, November 23/24 - No school K-12 & Wing Lake		
<u>December 1995</u>	16	16
Friday, December 22 - School closes at the end of the day for K-12 & Wing Lake		
<u>January 1996</u>	20	21
Tuesday, January 2 - Classes resume K-12 & Wing Lake		
Monday, January 15 - No School, K-12 & Wing Lake		
Friday, January 19 - Teachers' record day (no school K-12)		
<u>February 1996</u>	16	16
Friday, Feb. 9 - School closes at end of the day K-12		
Friday, Feb. 16 - No School Wing Lake		
Monday, February 19 - Classes resume for K-12		
<u>March 1996</u>	21	21
<u>April 1996</u>	16	16
Thursday, April 4 - School closes at the end of the day K-12 & Wing Lake		
Monday, April 15 - Classes resume K-12 & Wing Lake		
<u>May 1996</u>	22	22
Monday, May 27 - No school K-12 & Wing Lake		
<u>June 1996</u>	9	10
Thursday, June 13 - Last day for K-12 students		
Friday, June 14 - Last day for K-12 staff		
Friday, June 28 - Last day for Wing Lake staff		
TOTAL DAYS IN SESSION	182	186

\*Calendar subject to modification for extended-school-year scheduling.



GROUP ENROLLMENT & COVERAGE AGREEMENT\*

Customer ID No.		Effective Date 8/1/94	
Group Name Bloomfield Hills Board of Education	Group No. #67201	Suffix No. 000	Billing Cycle Date 1st

LIST ALL BLUE CROSS AND BLUE SHIELD OF MICHIGAN CERTIFICATES/RIDERS AND FORM NUMBERS:

Comprehensive Semi Private Hospital Care Certificate 0959-7  
 D45NM 2288-9  
 XF 0627-0  
 CC 2286-3  
 OPC 2290-5  
 Professional Services Group Benefit Certificate (PSG1) 1879-6  
 Prescription Drug Group Benefit Certificate \$5.00 9560-0  
 EF 1991-9  
 Master Medical Supplemental Benefit Certificate Option V 4834-8  
 DC 4656-5 BMT 4398 MMC-BL4 7691  
 SD 4651-6 CNP 3687 CLC 0662-7  
 COB-3 0540-5 SUBRO-2 5220 OPPC 0665-0  
 PTB 5687 RAPS 7469 FAE-RC 0218-8  
 MMC-PD 4786-0 RAPS-2 7057 ML 1892-9  
 MMC-XTMJ 7106 XTMJ 7103 VST 4664-9  
 MMC-PDC 4788-6 HMN 5227 PCES 4750-6  
 SAT-II 4081-6 TSA 3693 PCES-2 5065-8  
 CNM 6600 SOT-PE 9909-3 RPS 4832-2  
 NC 4359 GLE-1 9930-9 PRE/100/20 7107-7  
 ASFP 5821 RDC 3691 Reciprocity

TOTAL EMPLOYEES: _____	IDENTIFY SEGMENT _____	GROUP SUMMARY _____	CURRENTLY ENROLLED _____
TOTAL INELIGIBLE _____	_____	_____	HASES _____
TOTAL ELIGIBLE _____	_____	_____	NEW HIRES _____
			TOTAL ENROLLED _____

THE GROUP AGREES WITH ALL TERMS AS STIPULATED IN THIS GROUP ENROLLMENT AND COVERAGE AGREEMENT (PAGES 1 & 2, FRONT AND BACK), ON THE GROUP PROFILE, ON THE GROUP SUBSCRIBER APPLICATION, AND IN THE SPECIFIED BLUE CROSS AND BLUE SHIELD OF MICHIGAN HEALTH CARE CERTIFICATES(S) AND RIDER(S). DO NOT SIGN THIS AGREEMENT UNLESS A BENEFIT DESCRIPTION IS ENCLOSED.

SIGNATURE OF GROUP EXECUTIVE: X Christine Barnett DATE: X 6/30/94  
 SIGNATURE OF BCBSM REP: Marcia Reeves/ED/140/bm DATE: \_\_\_\_\_  
 SIGNATURE OF AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNATURE OF UNDERWRITER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX C

BENEFIT EXPLANATION

Bloomfield Hills Board of Education  
#67201/000

This is not a contract. It is intended as a brief description of benefits. An official description of benefits is contained in applicable coverage documents. Any benefits will be provided pursuant to a contract entered into in the State of Michigan and shall be construed according to the laws of the State of Michigan.

Comprehensive Hospital (0959-7)

Complete hospital care without any co-payments or deductibles. 120 days for general medical conditions, 30 of these days may be used for nervous and mental conditions, another 30 may be used for Pulmonary TB.

D45NM (2288-9)

Provided 365 days of in-hospital care with care for nervous and mental conditions increased to 45 days.

OPC (2290-5)

Provides for out-patient psychiatric care to a maximum of \$400 per member per calendar year.

CC (2286-3)

Provides for convalescent care up to 730 days, with each day of care being charged against the maximum benefit period as 1/2 day of hospital care

PSG1 (1879-6)

Benefits include surgery, anesthesia, OB delivery, accidental injury first aid, diagnostic radiology, therapeutic radiology, consultation, technical surgical assistance, laboratory and pathology. (Professional Services Group.)

ML (1892-9)

This rider eliminates a subscriber's contribution (of \$5.00 or 10%, whichever is greater) for diagnostic laboratory and pathology, diagnostic radiology and therapeutic radiology.

OPPC (0665-0)

Provides coverage for outpatient psychiatric care in an approved outpatient psychiatric facility. Total BCBSM benefit for all outpatient psychiatric services is limited to \$400.00 per member per calendar year.

CLC (0662-7)

Extends in hospital care by a physician to include care in an extended care facility with a maximum of 730 days of care and an average of two visits per week for general conditions and 90 days for Nervous & Mental conditions during a continuous period.

FAE-RC (0218-8)

Provides benefits for treatment of medical emergencies and accidental injury as part of Emergency First Aid, but pays the reasonable and customary charges of the physician.

VST (4664-9)

Provides coverage for voluntary sterilization.

<u>RPS</u> (4832-2)	Laboratory and pathology services for routine pap smears, payable once in a 12 month period.
<u>RECIPROCITY</u>	Provides a more convenient method for paying claims for physician's services for surgical and medical care received outside the Blue Cross and Blue Shield of Michigan Plan area.
<u>SD</u> (4651-6)	Provides coverage for sponsored dependents, with the exception of Master Medical, Dental, or Vision benefits.
<u>DC</u> (4656-5)	Provides coverage for dependent children continuation to age 25 or indefinitely if totally and permanently disables.
<u>MMC-PD</u> (4786-0)	Exclusion of Prescription Drug benefits from Master Medical.
<u>SAT II</u> (4081-6)	Adds coverage for Residential Substance Abuse Programs operated by Hospitals. This benefit is subject to day and dollar maximums.
<u>SOT-PE</u> (9909-3)	Services in approved facilities, with no copayments, only for Liver, Heart, Heart-Lung or Pancreas - from 5 days before to one year after, including: \$10,000 for transportation, meals & lodging for patient & one companion (two if patient is a minor) - up to \$10,000 a year for anti-rejection drugs, renewed yearly - to a lifetime maximum of \$1 million (for additional services only) - contracts effective on or after 4-1-85, subject to a 9 month wait for pre-existing conditions.
<u>GLE-1</u> (9930-9)	Excludes benefits for care, services, supplies or devices which are experimental or research in nature.
<u>ASFP</u> (5821)	Provides for outpatient surgery benefits in an approved freestanding facility, when the use of extensive hospital facilities and support systems are not required.
<u>CNM</u> (6600)	Extends maternity benefits to include some services performed by a Certified Nurse Midwife such as: services for normal vaginal delivery when performed in an in-patient hospital setting or a birthing center which is hospital affiliated, state licensed and accredited as defined and approved by BCBSM. Also includes pre-natal care and one post-natal care visit in a providers' office, outpatient clinic or a women's center, including a pap

smear during the first six weeks after delivery.

PRESCRIPTION DRUGS

Benefits are provided for all prescription drugs and also injectable insulin, which may not require a prescription. A Participating Provider shall charge the member no more than the copayment amount of \$5.00.

MASTER MEDICAL

Option V Allowable health care expenses.  
80% reimbursement on all but psychiatric and private duty nursing which is 50%.  
\$150 for one person or \$300 for two or more persons.

MMC-PDC (4788-6)

This rider provides a "credit" for expenses incurred under a prior insurance carrier or BCBSM policy so that the expenses may be credited toward the deductible amount that is required under the Master Medical program.

The "credit" provision applies to expenses incurred 90 days prior to the effective date of the Master Medical contract and only for expenses which would normally be a Master Medical benefit.

EF/XF (Exact Fill)  
(0627-0/1991-9)

Complements Medicare Part A by paying covered basic benefits in amounts which are not covered by Medicare benefits. Eligible subscribers are entitled to receive benefits equal to those in the Comprehensive Hospital Certificate and any benefit riders excluding benefits provided by Medicare.

PCES (4750-6)

Precertification of Elective Surgery - BCBSM Voluntary Second Surgical Opinion Rider. This provides benefits of second opinion consultations prior to any inpatient elective surgery in Michigan hospitals.

PCES-2 (5065-8)

Mandatory Second Surgical Opinion Program - You are required to obtain a second opinion (or a third, if the second disagrees with the first) for the following surgical procedures, unless emergency, outpatient, or outside Michigan:

1. Cataract
2. Gall Bladder
3. Hernia
4. Nasal
5. Heart Bypass
6. Heart Valve



7. Hysterectomy
8. Fallopian Tubes
9. Ovaries
10. Tonsils, Adenoids, Prostrate

<u>HMN</u> (5227)	Defines hospital medical necessity.
<u>BMT</u> (4398)	Bone marrow transplant benefits for specific conditions. Donors must meet genetic marker criteria. Requires prior approval by BCBSM.
<u>RAPS</u> (7469) <u>RAPS 2</u> (7057)	Establishes reimbursement levels for covered services.
<u>XTMJ</u> (7103)	Clarifies benefits for temporomandibular jaw joint disorders.
<u>PTB</u> (5687)	Increase the hospital and physician medical care benefits for the treatment of pulmonary tuberculosis from 45 to 365 days (the same as any general condition).
<u>PRE/100/20</u> (7107-2)	Predetermination of Hospital Benefits. Requires advance approval (predetermination) of inpatient hospital admissions and length of stay.
<u>TSA</u> (3693)	Technical Surgical Assistance. This rider expands the coverage for technical surgical assistance by including surgical procedures performed in an outpatient hospital setting. Ambulatory Surgical Facilities are not affected by this rider.
<u>SUBRO-2</u> (5220)	Redefines and clarifies Blue Cross Blue Shield of Michigan's Subrogation rights as the first priority security interest in any money or in any action to recover money for the treatment of injuries for which we paid benefits.
<u>NC</u> (4359)	Rider NC (Name Change) amends the Professional Services Group Benefit Certificate and the Comprehensive Hospital Care Group Benefit Certificates to clarify that all riders that amended the former MVF series and CHC certificates now apply to these certificates.
<u>CNP</u> (3687)	Provides benefits for direct reimbursement to participating Certified Nurse Practitioners for covered services. Acute care inpatient hospital settings are excluded, as well as services performed outside the state of Michigan.

This is not a contract. It is intended as a brief description of benefits. An official description of benefits is contained in applicable coverage documents.

MMC-BL4 (7691)

**DEFINITION**

The purpose of this rider is to upgrade benefits for the treatment of mental disorders by changing the following benefits:

- Increases the benefit payment from 50% to 75% for outpatient mental disorders.
- Removes the following annual benefit maximums:
  - \$15,000 per member, per year maximum
  - \$30,000 lifetime member maximum
  
  - \$ 2,000 per member, per year maximum for outpatient services
  - \$ 5,000 lifetime member maximum for outpatient services

Benefit payments for all mental health services are applied to the per member \$1,000,000 lifetime maximum.

- The coinsurance requirement for inpatient treatment of mental disorders remains at 50%.

RDC (3691)      Reimbursement for Dental Care. Applies to all dental services provided under Blue Cross, Blue Shield, Master Medical, CMM Plan and the Dental Plan. This is a clarification rider as to how dental services are paid under each certificate and rider.

