

6/30/96

Master Contract

Between The

Farmington Board of Education

And The

**Farmington Association
of School Administrators**

1994-96

Farmington, Michigan

Farmington Public Schools

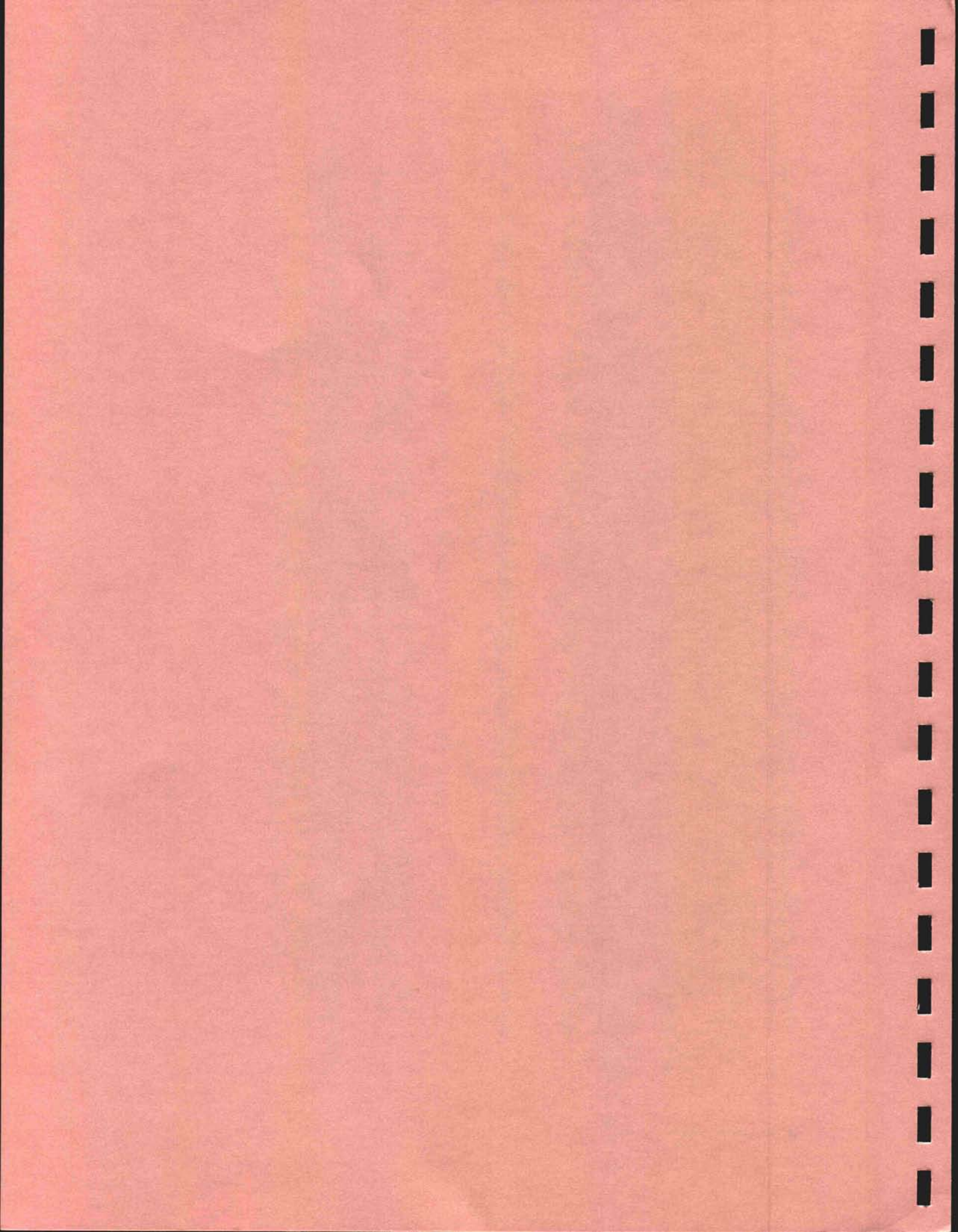


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AGREEMENT

This AGREEMENT made and entered into this 23rd day of August, 1994 between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the BOARD, and the Farmington Association of School Administrators, hereinafter referred to as the ASSOCIATION, party of the second part.

WITNESSETH

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Farmington School District is their mutual aim; and

WHEREAS, the BOARD recognizes that quality education can only result from quality leadership; and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay, hours of employment, and other conditions of employment; and

WHEREAS, the parties following deliberate and professional negotiations reached some certain understandings which they desire to incorporate into this collective bargaining agreement,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association in accordance with the applicable provisions of Act 379, P.A. of 1965, as amended, as the sole and exclusive collective bargaining representative for all school administrators and supervisors, including: all Principals - Secondary and Elementary, Assistant Principals, Director of Athletics/Physical Education, Director of Vocational Education, Director of Media Services, Director of Bilingual Education, Director of Adult and Community Education, Director of Evaluation, Assessment and Special Projects and Principals/Supervisors of Special Education employed by the Farmington Public School District, but EXCLUDING: Superintendent, Assistant Superintendents, Executive Director of Personnel Services, Director of School/Community Affairs, Director of Special Education, and Executive Director of K-12 Instruction and Student Services; all noninstructional supervisors, including Supervisors of Food Services, Transportation, and Accounting; Purchasing Agent; and all other employees.
- B. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT: The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or any other collective bargaining organization, on behalf of administrators during the term of this Agreement.
- C. ADMINISTRATORS ON LEAVE: Administrators on leave, under contract, shall be governed by the provisions of the Agreement in force at the time the leave is granted, unless otherwise specified in the Agreement, and such administrators all continue to be considered within the bargaining unit. The Board will not be responsible for collection of dues from those administrators on leave.
- D. In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:
1. Board shall mean the Board of Education of Farmington Public Schools, or its designated agents.
 2. Association shall mean the Farmington Association of School Administrators.
 3. Administrator shall mean any member of the bargaining unit.
 4. Superintendent shall mean the Superintendent of Schools of Farmington Public Schools, or his designated agent.
 5. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural.
 6. The term "days" shall mean working days.

ARTICLE I - (continued)

- E. NONDISCRIMINATION: The Association agrees to continue to admit all administrators to membership, without discrimination on the basis of race, creed, color, age, national origin, sex, or marital status, and to represent them without regard to their participation in the affairs of other professional, educational organizations. The Board agrees to continue its nondiscrimination policy of color, age, national origin, sex, marital status, membership, participation in, or association with, the activities of any professional educational organizations.
- F. SPECIAL CONFERENCE: The Superintendent and the Association may meet by mutual consent during the school year, upon the request of either party, to discuss matters relating to this Agreement, or any other collective bargaining subject. Items to be discussed will be known to both parties before the special conference is held. The time and place of all such meetings shall be mutually agreed upon, and those administrators attending shall be excused from any of their duties that may conflict with the holding of any such conference, if the conference is held during school hours. Other staff members may be invited by the Superintendent.
- G. ASSOCIATION USE OF SCHOOL BUILDINGS: The association may use school building facilities for its proper business activities without charge, during the regular hours of the custodian, upon notification to the Superintendent's office, provided the use shall not interfere with other scheduled activity in the building specified.
- H. ACCESS OF BOARD INFORMATION: The Board agrees to make available to the Association, upon reasonable request, such data as it may possess at the time concerning the financial resources of the District, costs of programs, and any other information upon a subject which the Board is obligated to bargain, together with any information it may possess which is relevant and material to the processing of any grievance. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled. Original records of the foregoing, specified information, are to be examined only at the office of the Board. If the Association requests copies of any such material, then the Association agrees to reimburse the Board for actual extra expense incurred in furnishing such copies.
- I. ASSOCIATION LEAVE DAYS: The Association shall be granted up to five (5) days release time per year, for use by administrators participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the Association shall reimburse the Board for the cost of the substitute. Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent, at least one (1) week in advance of the absence.

ARTICLE I - (continued)

J. AGENCY SHOP: Bargaining unit members, by November 1 following the beginning of the school year or their employment, shall, either:

1. Become members of the Association or
2. Tender to the Association an amount of money which the Association certifies, in writing, as a service charge equal to the negotiation and administration of the Agreement, but excluding fines, assessments, etc.
3. In the event a bargaining unit member does not join the Association, tender his/her service charge, or authorize payroll deduction in accordance with section K of this Article by November 1 following the beginning of the school year of his/her employment and annually thereafter, such administrator shall be subject to payroll deduction of the delinquent dues or charges. The district will deduct such sums from the administrator's payroll following notice in writing by the Association.
4. An administrator returning from leave will have one hundred (100) work days to reimburse the Association for dues or service fees owed during their leave of absence, or be subject to payroll deduction of the delinquent dues or charges. The district will deduct such sums from the administrator's payroll following notice in writing by the Association.

As a condition of the effectiveness of this paragraph, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement.

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

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board, or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal, regarding the validity of the Article or the defense which may be assessed against the Board by any court or tribunal.
3. The Association shall notify the Board of the Association's attorney, and the Association's attorney shall consult with the Board's attorney as to all phases of the suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

ARTICLE I - (continued)

K. ASSOCIATION DUES DEDUCTION PROCEDURES:

1. Individual authorization forms are to be furnished by the Association and, when executed, filed by it with the Board's Business Office.
2. Dues authorizations must be filed with the Board's Business Office two (2) weeks prior to the second scheduled payday of the month the deduction is to be made.
3. The Board will reimburse any administrator for deduction 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 administrator.
4. The Association President will provide at least three (3) weeks written notification to the Assistant Superintendent for Staff and Community Services of any special assessments, including the names of the members to be assessed. Upon approval, the Assistant Superintendent for Staff and Community Services will notify the business office of the members to be assessed.
5. 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.

ARTICLE II - VACANCIES, TRANSFERS, EVALUATIONS

- A. The Board and the Association agree that all position openings shall be staffed with the most competent and qualified persons that can be procured. The Association also agrees the Board shall have the right to make the final decision on the staffing of all positions covered by this Agreement.
- B. Whenever an administrative vacancy occurs that cannot be filled according to the procedures in Article II.C.2,3,4 or other means as determined by the Superintendent, the Board shall publicize the same by posting notices in each school and the Central Office for a period of ten (10) working days and filled prior to the next school year unless the position is reposted.

A vacancy is defined as a new position, or an existing position vacated by a resignation, retirement, or by other means, whereby the Superintendent determines it is necessary to make a new appointment at the specific classification level.

It is understood that a vacancy is filled by an appointment to a specific administrative classification. An assignment is understood to be the placing of an individual at a specific school position. A change in assignment does not in and of itself create a vacancy.

Whenever an administrator is absent due to illness or injury for a period of three (3) weeks or more, the Superintendent or designee, upon request, will review methods of assistance appropriate to the needs of the involved building. A final decision on the temporary filling of a position created by the temporary absence of an Administrator will rest with the Superintendent or his designee.

1. Prior to a determination by the Superintendent that a vacancy should be posted, the Superintendent may voluntarily transfer, upon request, a District administrator to a vacant position. Once transfers have been completed, the resulting vacancy will be posted unless the position has been eliminated.
2. Any qualified administrator may apply, in writing, for vacancies which are posted. Any administrator may indicate his interest in a particular kind of position, should one become vacant. All applications shall be in writing.
3. At the option of the Superintendent, advisory screening or interviewing committees may be established for posted administrative vacancies. In the event either of these committees are established, a representative from FASA, appointed by the President, will be included.
4. Any FASA member applying for a posted vacancy will be interviewed.
5. The decision as to which candidate to recommend to the Board of Education is the responsibility of the Superintendent. The Superintendent will notify the Association President of his recommendation to the Board of Education of the administrative appointment.
6. Nothing herein contained shall be subject to the grievance procedure, and the recourse for any administrator who believes himself aggrieved shall be a conference with the Superintendent.

C. TRANSFERS, CHANGES IN ASSIGNMENT AND REDUCTION IN STAFF:

1. Definition: A transfer is understood to mean a lateral movement from one assignment to another which has the same classification; i.e, high school principal, middle school assistant principal, etc.
2. Voluntary Transfer: Any administrator has the right to request consideration for a transfer at any time. Changes of assignment or position would normally take place before the beginning of a school year or semester.
 - a. A request may be initiated with a written request directed to the Superintendent or designee. A preliminary conference would be desirable, but not mandatory.

ARTICLE II - C. - (continued)

- b. The Superintendent or his designee will communicate with the administrators involved before making final assignments.
 - c. The final decision on a voluntary transfer rests with the Superintendent of Schools.
3. Involuntary Transfer: It is recognized that a variety of administrative experiences may be meaningful to an administrator under certain conditions. Also, that needs within a school district can be best fulfilled by assignment of specific individuals to an identified position.
- a. The Board reserves the right to make assignments of administrative personnel.
 - b. Involuntary transfers will be reviewed with the administrators involved, prior to a final decision on their transfer and assignment date.
 - c. Administrators being considered for involuntary transfer will be notified by the Executive Director for Personnel Services prior to the placement decision being made.
 - d. Following notice of the proposed transfer by the Executive Director for Personnel Services, upon request of the involved administrator, he/she will be provided an opportunity by the Superintendent to be heard prior to a final decision on a proposed transfer.
 - e. It is recognized that frequent transfers without a specified purpose, will be avoided.
 - f. The final decision on an involuntary transfer will not be subject to the grievance procedure and will rest with the Superintendent of Schools.
4. In the event of a pending reduction in personnel, an administrator may receive a change in assignment across classifications in order to recall a laid off administrator.
- a. When a reduction in personnel occurs any administrator may request a change in assignment for the coming school year.

- b. Any administrator whose assignment is changed will be notified of the change prior to the beginning of the next school year or semester if possible.
 - c. The Superintendent or his designee will communicate with the Association President and the administrators involved before making final assignments.
 - d. The final decision for administrative assignment in the event of a reduction in personnel will not be subject to the grievance procedure and will rest with the Superintendent of Schools.
 - e. Any administrator whose change in assignment would result in a reduced daily rate will maintain her/his previous daily rate until the new assignment daily rate exceeds her/his previous daily rate.
5. Reduction in Staff: If, in the Board's opinion, it is ever necessary to reduce the administrative staff within a particular administrative classification, it shall be on the basis of length of administrative service within the District.
- a. Any administrator relieved of his/her duties within a classification, because of a reduction in staff, can apply his/her length of administrative service within the District toward any other administrative classification position he/she has held in the District.
 - b. In the event an administrator is relieved of his/her duties due to a reduction in staff or abolishment of a position, the administrator shall be offered the next administrative position opening in a classification position he/she has held in Farmington. Administrators shall be recalled to a classification position they have held for a period of two (2) years or their length of service in the position, whichever is greater.
 - c. If an administrator is relieved of his/her duties, because of a reduction in staff or abolishment of position, and an administrative position is not available, he/she will be offered a teaching position which he/she is certified to teach, with full seniority credit for his/her length of service with the Board as an administrator and/or teacher.
 - d. If an administrator is relieved of his/her duties, because of a reduction in staff, and employed as a teacher, he/she will be given the maximum experience credit on the salary schedule, according to the teacher Master Contract, for his/her administrative and teaching experience, both within and outside the District.
 - e. It is desirable that each school shall have the services of a full-time principal.

ARTICLE II - (continued)

- D. EVALUATION OF BARGAINING UNIT ADMINISTRATORS: The Board designates the Superintendent of Schools, and/or his designee(s) to evaluate all unit members at least once in every two (2) years.
1. Evaluations may also be conducted by the Building Principal in collaboration with the Superintendent or designee(s), of a building assistant principal.
 2. The formal evaluation shall be discussed with the administrator involved and shall be placed in his/her personnel file, and one (1) copy given to the individual.
 3. An evaluator will attempt to give specific direction and advice to the administrator on how to correct the specific professional deficiencies noted in the administrator's evaluation.
 4. The administrator is entitled to a dissenting opinion and or to make a clarifying statement which shall be attached to the evaluation.
 5. It is understood that administrators will not be evaluated by any personnel other than those listed in the Agreement, without the approval of the Superintendent and the President of the Association.

ARTICLE III - ADMINISTRATOR RIGHTS

- A. ADMINISTRATOR'S PERSONNEL FILE: Any administrator shall have the right to inspect his/her personnel file, individual contracts, and evaluations. The administrator must have an appointment with the Superintendent or Assistant Superintendent for Instructional Services, in order that one will be available when the administrator inspects his/her files. Confidential credentials and related personnel references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator. Before any material which originated after the administrator was employed by the District is placed in an administrator's official personnel file, he/she shall be given a copy of such material and shall sign the original document to indicate he/she has read it. If he/she so chooses, the administrator may attach to the filed document any explanatory remarks he/she deems appropriate.
- B. PUPIL ASSIGNMENTS: Each building principal shall have the responsibility to make a determination regarding each pupil's assignment within his/her building. Any such determination shall be in conformance with Board of Education policies regarding the classification and promotion of pupils. Parents and pupils have the right to appeal to the Superintendent. Before a decision is given on an appeal, the Superintendent will consult with the administrator.

ARTICLE III - (continued)

- C. STAFF ASSIGNMENTS: Each building principal shall submit recommendation to the Superintendent or his designee for the appointment, assignments, duties, and promotion or dismissal of all personnel assigned to his/her supervision in accordance with State Law and any other collective bargaining agreements which the Board has entered into. Each building principal or supervisor shall have a right to make a determination regarding each staff member's assignment within his building in accordance with any other collective bargaining agreement which the Board has entered into. It is further agreed that any complaint by a staff member regarding their assignment within the building will not proceed above the building level except through a recognized grievance procedure.
- D. PARENT COMPLAINTS: In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that, in the case of a complaint on the part of a citizen regarding an administrator, a program, or an employee he/she supervises, such citizen shall be directed to first discuss the matter fully, either by phone or in person, with the administrator involved, before any administrator not within the unit or the Board of Education passes judgement or takes action on the matter. It is understood and agreed that an administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any further action is taken on the matter. Parents and pupils have the right to appeal to the Superintendent.
- E. SUSPENSION OF ADMINISTRATORS: No administrator shall be suspended without pay, except for just cause.
1. Specific reasons for such suspension without pay must be presented, in writing, to the administrator by the Superintendent or his designee.
 2. If the individual administrator or the Association does not agree with the Superintendent or his designee's decision to suspend the administrator without pay, the decision may be appealed to Step Three of the Grievance Procedure, within five (5) working days from the date of the suspension notice.
- F. NONRENEWAL OF AN ADMINISTRATOR'S CONTRACT
1. Notification of nonrenewal of an administrator's contract must occur ninety (90) days prior to June 30th, or the contract is renewed for an additional year period.
 2. A notification of nonrenewal of the contract of a person in the bargaining unit may be given only for a reason that is not arbitrary or capricious.
 3. The Board shall not issue a notice of nonrenewal sixty (60) days prior to June 30th, unless the affected person has been provided with not less than thirty (30) days advance notice that the Board is considering the nonrenewal together with a written statement of the reasons the Board is considering the nonrenewal.

ARTICLE III - F - (continued)

4. After the issuance of the written statement ninety (90) days prior to June 30th, but before the nonrenewal statement is issued sixty (60) days prior to the termination of the contract, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement.
 5. The meeting shall be open to the public or a closed session, as the affected person elects, under Section 8 of Act No. 267 of the Public Acts of 1976.
 6. The decision of the Board on nonrenewal of the contract sixty (60) days prior to June 30th, shall be final unless appealed to a court of law.
 7. The failure to provide for a meeting with a Board or the finding of a court that the reason for nonrenewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one (1) year period.
- G. DISCIPLINE AND REPRIMANDS: No administrator shall be reprimanded or disciplined, except for just cause. All such reprimands or disciplinary action, which are to become a part of the administrator's personnel record, shall be described in writing, signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file. The administrator involved has the right to attach any explanatory remarks to reprimands or disciplinary action which becomes part of his/her personnel file.
- H. BUDGET ALLOCATION AND REQUISITIONS: At the beginning of each fiscal year, or after the finalized budget is adopted, whichever occurs later, the Board shall allocate to the account of each building the monies it has decided to spend in each of the areas which is normally a part of the building budget. It is agreed that, once an allocation is made, it shall not be reduced during that fiscal year, except when the Board suffers a loss of tax revenue or state aide, which would create a budget deficit. It is understood that once the distribution of monies to the individual accounts within each building's budget have been made, it will be the responsibility of the principal to determine appropriate requisitions and submit to the Business Office.
- I. CONTINUING CONTRACT: It is agreed that each administrator will have a continuing contract in his present position, unless notified by the Board sixty (60) days prior to June 30th in the respective school year.
- J. PRINCIPAL FINAL APPROVAL OF FUNDS: The Board agrees that each building principal shall have final approval over the expenditure of funds derived from the incidental sale of materials (other than school-owned materials) within his building, or from internal solicitation of funds and fund raising programs conducted within his/her building's instructional program or its services to its staff, students, or parents, or, if in voluntary connection with more than one (1) principal, for projects, which serve to improve educational programs within the District.

ARTICLE III - J. - (continued)

1. This does not involve District operated programs such as athletic events, nor any other general fund monies.

K. INTERVIEWING PROSPECTIVE EMPLOYEES: The Board agrees that each principal and director shall have the opportunity to interview and make a recommendation concerning all personnel being considered for assignment to his/her building or department to the Superintendent's designee or Personnel Department.

L. REDUCTION OF BUILDING'S STAFF: The Board agrees it will not reduce the professional staff of any school after the adoption of the finalized budget, or November 30 of the current school year, whichever is earliest, except when qualified replacements are unavailable, or when the Board suffers a loss of tax revenue or state aid.

M. CURRICULUM REVISION: The Board agrees that whenever a change in curriculum is contemplated, which would affect administrators in more than one (1) building, a Curriculum Study Committee will be convened. (A proportionate number of administrators shall compose the Committee's membership.) It is further agreed that proposed revisions of the curriculum shall be made available, in writing, to all administrators and each administrator shall be offered the opportunity to submit his/her recommendations to such Curriculum Committee.

N. PROFESSIONAL ACTIVITIES: The Board of Education will encourage administrators to attend professional conferences, join professional organizations, and obtain professional publications.

Annually, the Board will provide \$300.00 per administrator to be used to attend professional conferences. Any unused funds will be credited to the administrator's conference account for the following year.

O. BOARD RIGHTS AND RESPONSIBILITY: The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including the foregoing, but without limiting the generality of: the determination and administration of policy; the operation of the school; the management and control of school properties, facilities, and equipment; and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities of the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE III - (continued)

- P. LEGAL ASSISTANCE: If any administrator, while acting in a legal manner as an administrator within the jurisdiction of his/her assignment is complained against or sued, the Board's attorney will be available for legal counsel. It shall be the responsibility of the administrator to bring any such complaints to the attention of the Board, in writing, as soon as possible. The administrator, acting in a legal manner in the performance of his/her duties, will be provided legal representation in a court of competent jurisdiction. An administrator who has not acted in a legal manner in the performance of his/her duties in the opinion of the Superintendent will not be provided legal representation in a court of competent jurisdiction. If, in the Superintendent's opinion, the administrator did not act in a legal manner, his determination will be final and nongrievable.
- Q. Administrators are required to report to work on school days when schools have been canceled due to weather conditions, if possible, unless notified by the Superintendent that they are not expected to report.
- R. The Director of Special Education will continue to notify the affected Principals/Supervisors of an impending transfer of a Special Education building employee at least five (5) days prior to the transfer.

ARTICLE IV - GRIEVANCE PROCEDURE

A. DEFINITION:

1. A grievance shall mean a complaint by an administrator, group of administrators, or the Association in its own name, alleging that there has been a violation, misinterpretation, misapplication of a specific provision of this Agreement.
2. The term "administrator" may include a group of administrators who are similarly affected by a grievance.
3. The term "days" when used in this section, shall mean working days. Time limits may be extended upon good cause shown, or upon mutual consent of the parties.

- B. PURPOSE: The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

C. PROCEDURE:

1. Step One: The administrator having a problem and/or grievance, may discuss the matter with his/her immediate supervisor, either individually or with his/her representative, with the object of resolving it informally.
2. Step Two: In the event the grievance is not satisfactorily resolved at Step One, the grievance shall be reduced to writing within ten (10) days after the occurrence of the alleged violation, or ten (10) days after the knowledge of the alleged violation, signed by the grievant or Association and filed with the Assistant Superintendent for Staff and Community Services.

Within ten (10) days after the receipt of the written grievance, the Assistant Superintendent for Staff and Community Services shall give her answer, in writing, to the grievant and to the Association.

3. Step Three: In the event the grievant is not satisfied with the disposition of his/her grievance at Step Two, within five (5) working days from the date of receipt of the Assistant Superintendent for Staff and Community Services' answer, the grievant may appeal the grievance to the Superintendent. Such appeal shall be in writing.

Within five (5) days after receipt of such request for appeal, the Superintendent shall hold a meeting in an attempt to resolve the alleged grievance. Only the grievant and not more than two (2) representatives of the Association shall be present at such meeting. Within five (5), upon conclusion of such meeting, the Superintendent shall present the Association President with a written answer to the grievance.

4. Step Four: If the alleged grievance is not settled at Step Three, the matter may be appealed to arbitration only by the Association, provided that the notice to appeal the matter is given to the Assistant Superintendent for Staff and Community Services within five (5) days from the date of the Superintendent's written decision at Step Three. Within five (5) days after the date of the written request for arbitration, the Assistant Superintendent for Staff and Community Services and the Association shall select a mutually acceptable arbitrator according to Article IV.L.

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below after due investigation, to make a decision in writing and set forth his findings of fact, reasons, and conclusions of the issues submitted. The arbitrator's decision shall be binding and final upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

He shall have no power to rule on those matters previously exempted from the grievance procedure.

There shall be no appeal from the arbitrator's decision, if within the scope of his authority, as set forth above. It shall be final and binding upon the employees, the Association, its members, the employee or employees involved.

The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or, if all hearings have been waived, from the date final statements and proof are submitted to him.

ARTICLE IV - C.5. - (continued)

- D. The grievant may request assistance from the Association to aid him/her or represent him/her.
- E. No claim for reimbursement of back wages shall exceed the amount the grievant would otherwise have earned during the period of time the grievance was in existence.
- F. All documents, communications, and records, dealing with the processing of grievances, shall be filed separately from the personnel file of the participants.
- G. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to reply in any evidence not previously disclosed to the other party.
- H. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- I. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, and at a reasonable place. In the event a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness, shall be excused from his/her regular duties with pay, to attend such a conference or hearing.
- J. The President of the Association, or his representative, shall be released from his/her regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.
- K. Failure at any step of the grievance procedure to communicate the District decision on the grievance within the specified time limits, shall permit the Association to appeal the grievance to the next step of the procedure within the time which would have been allotted, had the decision been given. Failure by the Association to give written notice to the District that they have accepted a grievance decision, shall mean the grievance has been forwarded to the next step of the procedure by the Association.
- L. SELECTION OF ARBITRATOR: The Arbitrator shall be selected as follows:
 - 1. When an appeal to arbitration is filed under the provisions of the Master Contract, within ten (10) school days, both parties will present a list of ten (10) bona-fide labor arbitrators. Each side will peremptorily strike five (5) names, and they will be permanently deleted.

ARTICLE IV - L. - (continued)

2. Of the remaining ten (10) names, each name will be assigned a number from 1 to 10.
3. When an arbitrator is needed, within five (5) days after the written request for arbitration, seven (7) numbers will be drawn (by blind draw). This will consist of the panel.
4. From the panel, the parties will alternately strike one (1) name, until only one (1) name is left. He shall be the arbitrator. If he is unable to serve, then the next-to-last stricken name will be the arbitrator, and so forth. The determination of the order to strike shall be resolved by a flip of the coin.
5. The Board shall be responsible for notifying the arbitrator and making arrangements for the arbitration hearing.

ARTICLE V - LEAVE OF ABSENCE

- A. REQUESTS FOR LONG TERM LEAVES OF ABSENCE: Requests for leaves of absence must be submitted in writing to the Superintendent. The requests for leaves should be submitted as early as possible, and with the exception of maternity, child-rearing, adoption, or health leaves, should be submitted by March 1 for the succeeding school year.
- B. BENEFITS WHILE ON A LONG TERM LEAVE: When an administrator is granted a long term leave of absence, they will retain the following employment rights held by them before such leave was granted:
 1. Accrual of seniority shall be granted.
 2. Increments on the salary schedule will be added as if the employee had been in the School District employed during the time of such leave.
 3. Unused sick leave, held at the start of the leave, shall be restored.
 4. Administrators on other than a sabbatical leave will have the option of continuing personal payment of health insurance coverage through the District in accordance with law (C.O.B.R.A.).
- C. RETURN FROM LONG TERM LEAVES OF ABSENCE:
 1. Requests for return from a long term leave of absence for the coming school year will be sent to the Superintendent no later than March 1st of the school year in which the leave was granted.
 2. An administrator returning from a long term leave of absence will be guaranteed the first vacancy in an administrative position they have held based on their administrative seniority. In the event an administrative vacancy does not exist for the coming school year, they will be placed in the teaching unit in accordance with the procedures listed in Article II - C., 4., d).
 3. An administrator returning from a long term leave of absence may be requested to present a certificate from a doctor that he/she is physically capable of performing the duties required in the position in which assignment is anticipated.

ARTICLE V - (continued)

D. LONG TERM LEAVES OF ABSENCE:

1. Sabbatical Leave:

- a. Definition: Sabbatical leave shall be interpreted as leave from active duty, granted to an administrator after seven (7) consecutive years of professional service, four (4) years of which have been as an administrator in the School District of Farmington Public Schools, for the purpose of improving administration or instruction in the Farmington Schools. Military leaves or government leaves shall not be interpreted as uninterrupted service. Sabbatical leave may be granted for one (1) school year.
- b. Qualifications: The applicant has been employed by the Board as a teacher or administrator for at least seven (7) consecutive years, four (4) years of which shall have been as an administrator.
 - 1) The applicant possesses a Michigan Life or Permanent Certificate.
 - 2) The applicant has been employed by the Board as a teacher or administrator for at least seven (7) consecutive years.
 - 3) The administrator has not been granted sabbatical leave of absence from the Farmington Board of Education during the seven (7) consecutive years of service immediately preceding current application.
 - 4) The administrator signs an agreement to return to service with the Farmington Board of Education immediately upon termination of sabbatical leave, and continue in such service for a period of two (2) years, or to refund all, or a prorated share of compensation received from the Board while on leave.
- c. Application: Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than March 1, preceding the school year when it is desired the leave become effective. No more than one (1) administrator may be granted leave in any one (1) year.
- d. Salary Provisions: The professional employee on leave shall receive, as compensation during the period of absence from regular duties, one-half (1/2) of his/her regular salary he/she would have received during the leave period.
- e. The School District will continue fringe benefits during a sabbatical leave including refund directly to the Retirement Board upon the administrator's return for two (2) years of the contribution owed for one-half (1/2) of his/her salary received during the sabbatical leave.
- f. An administrator who is granted a sabbatical leave by the Board of Education will be returned to the position held in the year prior to his/her leave of absence.

ARTICLE V - D.1 - (continued)

- g. The position vacated by the administrator will be posted and the Superintendent will select the person to fill the position for a one (1) year period. In the event an administrator is selected for the posted one (1) year vacancy, the District will assign a person to fill any subsequent vacancies. At the conclusion of a one (1) year period, administrators who receive positions according to this paragraph will be returned to their previous positions.
2. Health Leave
 - a. A health leave without pay or fringe benefits (for a portion of, or entire school year) will be granted to an administrator upon request to the Superintendent. The request for a health leave must be accompanied by a recommendation from a physician. The notice of intention to return to duty from a health leave will be accompanied by a written statement from a physician certifying the fitness of the administrator to fulfill their duties. The School District may elect to continue to provide hospitalization coverage for an administrator on a health leave for up to one (1) school year. The District will grant up to three (3) requests for a health leave extension upon application to the Superintendent, according to Article V - C.
3. Child Rearing or Adoption Leave: An administrator will be granted an adoption or child rearing leave, without pay or fringe benefits, for a period of up to one (1) school year upon application to the Superintendent of Schools. The District will also grant up to three (3) extensions of a child rearing or adoption leave upon application to the Superintendent, according to Article V - C.
4. Personal Hardship Leave: A leave of absence, without pay, may be granted up to one (1) school year, to any administrator who has been in the continuous employ of the Farmington Public Schools as an administrator for three (3) consecutive years, who gives detailed information indicating family or personal hardship.
5. Military Leave: A military leave of absence, without pay or fringe benefits, shall be granted to any regularly appointed administrator who shall be inducted, or shall, during a period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States.
6. Professional Leave: A leave of absence, without pay or fringe benefits may be granted for one (1) school year to any administrator who has been in the continuous employ of Farmington Public Schools, as an administrator, for three (3) consecutive years, for the purpose of study, travel, research, or employment other than in the public school area. An administrator who is granted a professional leave will not accrue seniority during the leave of absence.

7. Family Medical Leave Act: Administrators requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust any paid leave entitlements for which they may be eligible under the terms of this Agreement (i.e. sick leave, personal business days, etc.) during their FMLA leave time. While the parties agree that the rights established by the FMLA will not diminish any benefit programs or paid leave provisions dictated by the terms of the this Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

E. SHORT TERM LEAVES OF ABSENCE

1. Illness:

- a. Each administrator will be credited with fifteen (15) annual sick leave days per year. At the conclusion of each school year, the administrator will be entitled to accumulate the unused portion of their sick leave for future use.
 - b. Administrators may draw on the accumulated sick leave days for the following reasons:
 - 1) Personal Illness: (For any leave for illness which exceeds ten (10) consecutive school days, the administrator shall provide, upon request, the Personnel Office with written certification from a qualified physician, substantiating the need for such leave.)
 - 2) Illness in the family of the administrator.
 - 3) Maternity disability.
 - 4) Death in the immediate family. The immediate family is defined as: spouse, children, mother, father, father-in-law, mother-in-law, grandparents, brother, or sister.
 - 5) The administrator may use his/her annual and cumulative sick leave for religious holidays.
2. Personal Business Days: All administrators shall be granted up to four (4) days per year, with full pay, to transact personal business. The immediate supervisor will grant approval on the basis of this section, provided he has received advanced notice and the days will not be used for personal pleasure. This policy provides that, at the end of the school year, unused personal business days shall be added to the administrator's cumulative sick leave bank for possible future use.

3. Professional Business Days: Reasonable time may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such services, to cover expenses and additional time required. No salary deductions will be made, and no expenses will be paid by the Board in such instances. Conference attendance procedures will be followed, and requests will be submitted in advance to the Superintendent, for approval.
4. Jury Duty:
 - a. An administrator who receives a jury duty interview and appearance notice, must notify the Personnel Office within one (1) school day of such notice.
 - b. If such administrator is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror, and his/her normal week's pay, as set forth in Article VI of this Agreement.
 - c. It is understood and agreed that an administrator shall be required to report to work on any and all days when he/she is not sitting as a juror.
 - d. To be eligible for jury duty pay differential, the administrator must furnish the employer with a written statement from the appropriate public official listing the amount and dates he received pay for jury duty. An administrator found abusing this privilege shall not be entitled to the pay differential.
5. Leave for National Security: An administrator called during the school year, for National Guard reserve or active duty necessary to the national security as shown by proper authority, shall be granted special leave of up to thirty (30) days for this purpose and shall be compensated for the difference between the contractual pay and that pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

ARTICLE VI - COMPENSATION

A. HOSPITALIZATION

The Board agrees to provide all administrator's with full family medical and hospital coverage for whom this will not constitute double coverage. Administrators will have the option of selecting:

1. Farmington Public Schools Health Care Plan with benefits as set forth in Appendix B.
2. Health Alliance Plan or comparable HMO - Benefit Code 03 - extra contract. Items covered in full: diagnostic, in-and-outpatient, hospitalization. \$2.00 drug rider.
3. Payment directly to a Board approved Tax Sheltered Annuity carrier of \$400 at the end of each December.

B. DENTAL CARE

1. For those administrators who are not covered by other dental insurance, the Board agrees to provide one hundred percent (100%) of a plan composed of Class I benefits: 100%; Class II benefits: 90%; and an Orthodontic Benefits rider at 90% - to a maximum of \$1,500 lifetime. Class I and II benefits will have a \$1,000 yearly maximum.
2. For those administrators who are covered by other dental insurance, including District provided coverage, the Board agrees to provide one hundred percent (100%) of the cost of a plan composed of Class I benefits: 50%; Class II benefits: 50%; and an Orthodontic Benefits rider at 90% - to a maximum of \$1,500 lifetime. Class I and II benefits will have a \$1,000 yearly maximum. Internal and external coordination of benefits will be provided.

C. LIFE INSURANCE

The Board will provide, without cost to the administrator, group life with accidental death and dismemberment insurance in the amount of \$100,000. The provisions of the Carrier's group policy and I.R.S. code, along with the rules and regulations of the carrier, will govern as to the commencement and duration of benefits and all other aspects of coverage. In the event of the death of an administrator, health care coverage will remain in effect for his/her dependents for a period of six (6) months.

D. VISION CARE

The Board will provide MEBS (Michigan Employee Benefit Service) or its equivalent coverage, as soon as the carrier's requirement can be met.

E. INCOME PROTECTION

The Board agrees to provide one hundred percent (100%) of the cost of long term disability coverage to all regular, full-time contract administrators. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible administrators in cases of sickness or disability to age sixty-five (65) years, after the expiration of one hundred twenty (120) calendar days or sick leave days, whichever is greater, with a maximum monthly benefit of five thousand dollars (\$5,000) based on sixty percent (60%) of the administrator's regular contract salary, computed on a monthly basis. An administrator's health care coverage will be extended for six (6) months following his/her placement on long term disability coverage.

F. LONGEVITY PAY

Each administrator, with a minimum of ten (10) years service as an administrator in the District, shall receive seven hundred dollars (\$700) during his/her twentieth (20th), twenty-fourth (24th), twenty-eighth (28th), and thirty-second (32nd) year of employment with the District. Each payment shall be in addition to the administrator's scheduled salary and any differentials. Each administrator eligible for the longevity payment shall advise the Superintendent's office of his/her eligibility prior to or during the year payment is to be made.

ARTICLE VI - (continued)

G. RETIREMENT BENEFIT

Retirement must be based on the Michigan Public School's Retirement Plan, or retirement after attaining the age of fifty-five (55), to qualify for this retirement benefit - and provided further, that the administrator shall have been employed in the Farmington School District for at least ten (10) consecutive years prior to retirement. Effective January 1, 1994, unless waived by the Superintendent, eligibility for the retirement benefit will require notification to the District by March 1 of any school year that the administrator intends to retire at the conclusion of the school year. Upon retirement, an administrator will receive seven thousand dollars (\$7,000) or two hundred dollars (\$200) per year of service to the District, whichever is greater.

The Superintendent may discuss with individual administrators additional retirement incentive benefits. Any decision by the Superintendent regarding such additional benefits shall be at his discretion and be final and nongrievable.

H. MILEAGE

All administrators will be reimbursed at the rate of thirty-five cents (\$.35) per mile for automobile travel outside of the District, or for return to additional duties beyond the school day which necessitates use of a personal automobile. In the event the Board acts to give other employees a higher rate in the future, the rate will apply to administrators.

I. In addition to the basic salaries of administrators covered by this Agreement as set forth in Appendix A., IV, a tax deferred annuity of \$2,636 in 1994-95 and \$2,689 in 1995-96 will be provided by the Board to the administrator for placement with one of the Board designated T.D.A. carriers. Annually, this amount shall increase by the same percentage applied to the salary schedule, not including the incentive payment percentage.

J. SALARIES

The basic salaries of administrators are set forth in Appendix A of this contract, which is attached to, and incorporated in this Agreement.

1. Recognition for advanced study beyond the Master's Degree in Appendix A will be as follows:

\$25.00 per graduate hour, up to a maximum of 30 hours.
\$1,000 - Education Specialist - or two (2) Master's Degrees
\$1,250 - Doctorate Degree

2. Annually, administrator's who complete the criteria for achievement of an Incentive Payment will receive a payment equal to 1% of his/her annual salary according to Appendix A. A committee composed of three non-unit central office administrators appointed by the Superintendent and three administrators appointed by the Association will continue to meet to review and approve proposals for the 1% Incentive Payment.

ARTICLE VII - NEGOTIATION PROCEDURES

- A. Not later than March 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedures set forth herein, in a good faith effort, to reach agreement concerning administrators' salaries, hours, and other conditions of employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement. Any agreement so negotiated shall apply to all administrators in the bargaining unit, and shall be reduced to writing and signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make available to the Association, in response to reasonable, written requests, available information as provided in Article I.

If negotiations described in this Section A. have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to subjects of collective bargaining and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in or outside this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.

ARTICLE VIII - MISCELLANEOUS

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

ARTICLE VIII - (continued)

- B. SUPERSEDER CLAUSE: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contract. All future individual administrator contracts shall be made expressly subject to the terms of this Agreement.
- C. EXPENSE OF PRINTED AGREEMENT: Copies of this Agreement shall be printed at the expense of the Board, and presented to all administrators now employed, or hereafter employed, by the Board.
- D. BOARD OF EDUCATION INFORMATION: F.A.S.A. shall be routinely informed of the times and places of Board of Education meetings, and will be provided with advance agenda for these meetings. Minutes and agenda will be provided for all administrators.

The Board will make available to the Association, the following public information (which shall be sent to the Association when they become available):

1. Annual and monthly financial reports and audits.
 2. Budgets and budget revisions.
 3. Student membership and census data.
 4. Projected data: Financial Resources
School Population
- E. CLARIFICATION OF BOARD ACTION: The Superintendent, upon request of the Association, shall meet with the general membership and present a clarification of any action by the Board of Education affecting the general operating and administration of Farmington Schools.
- F. The Executive Board of FASA, or the President of FASA will be given the opportunity to meet with the Superintendent to discuss concerns of the Association upon their request. The meeting will take place within two (2) work days of the Superintendent's personal receipt of the request.
- G. PERSONAL INFORMATION: The Board will not release any information regarding bargaining unit members to any individual or group, other than the information it is legally required to release, as a public employer.

ARTICLE IX - DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by both parties and continue in effect additionally until **June 30, 1996**.

In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing, to the other party by **March 1, 1996**.

If no notice of termination or modification is given by either party, as provided herein, then this Agreement shall automatically renew itself and continue in full force and effect from year to year.

After notice has been given prior to **March 1, 1996**, the parties will commence negotiations, according to the provisions of Article VII.

F.A.S.A.

By: Ken Dean
Ken Dean, President

BOARD OF EDUCATION

By: Cathleen M. Webb
Cathleen M. Webb, President

Negotiations Team:

By: Janice Richards
Janice Richards

By: Gail Zimmerer
Gail Zimmerer

Negotiations Team:

By: Susan H. Zurvalec
Susan H. Zurvalec

By: Robert L. Coleman
Robert L. Coleman

By: Bruce Barrett
Bruce Barrett

APPENDIX A - SALARY SCHEDULE

A. Administrators will be required to work the number of work days listed below as scheduled by the Superintendent or his designee. An administrator will have the right on an individual basis to adjust his/her scheduled work days with the approval of both his/her immediate supervisor and the Superintendent or his/her designee according to the tables below:

		<u>Work Days</u>
Table I:	Director of Adult and Community Education	214
Table II:	Director of Evaluation, Assessment and Special Projects	224
Table III:	Director of Media Services	204
	Director of Bilingual/Multicultural Affairs	204
Table IV:	Middle School Assistant Principals	199
Table V:	Elementary Principals	209
	Senior High School Assistant Principals	214
	Special Education Principals/Supervisors	209
	Special Education Principal - Cloverdale	230
	Director of Athletics and Physical Education	209
	Director of Vocational Education	214
Table VI:	Middle School Principals	214
Table VII:	Senior High School Principals	224

1994-95 Daily Rates

Adm. <u>Exp.</u>	<u>Table I</u>	<u>Table II</u>	<u>Table III</u>	<u>Table IV</u>	<u>Table V</u>	<u>Table VI</u>	<u>Table VII</u>
0	288	322	345	363	364	367	381
1	299	334	358	373	374	380	390
2	309	344	368	385	385	389	402

1995-96 Daily Rates

Adm. <u>Exp.</u>	<u>Table I</u>	<u>Table II</u>	<u>Table III</u>	<u>Table IV</u>	<u>Table V</u>	<u>Table VI</u>	<u>Table VII</u>
0	294	328	352	370	371	374	389
1	305	341	365	380	381	388	398
2	315	351	375	393	393	397	410

B. Annual salaries will be determined by multiplying the daily rate times the number of work days listed in Paragraph A. above.

C. Experience on the schedule will be granted according to the number of years of experience an administrator has in Farmington. Newly employed administrators may be granted up to two years administrative experience credit by the Superintendent of Schools.



BENEFIT SUMMARY IN BRIEF
 OF
 AND BLUE CROSS BLUE SHIELD HEALTH PLAN

Your Employee Benefits in Brief

Underwritten by American Banker's Life Insurance Company

Life Insurance.....	\$5,000
Accidental Death and Dismemberment Insurance (AD & D).....	\$5,000
Seat Belt Coverage.....	\$5,000

You and Your Family Health Plan

Underwritten by Blue Cross Blue Shield of Michigan and Farmington Public Schools Plan

Lifetime Maximum Benefit.....	\$2,000,000	
In-Patient Hospital Charges.....	100% UCR	
Semi-Private Room and board and necessary medical services		
Pre-admission review for non-emergency admittance		
Pre-admission review required within 72 hours of emergency admittance		
Out-Patient Charges		
Emergency accident or injury.....	100% UCR	
Emergency illness.....	90% UCR	
Out-patient department surgery.....	100% UCR	
Radiation therapy and chemotherapy.....	100% UCR	
Surgery and Anesthesia Charges		
Participating doctors.....	100%	
Non-Participating doctors:		
Surgeon's charges.....	100% UCR	
Assistant surgeon's charges.....	100% UCR	
Anesthesiologist's charges.....	100% UCR	
Second surgical opinion on certain surgeries.		
In-Hospital Medical Visit Charges.....	100% UCR	
Newborn Wellness visits		
First four visits to physician in the first year of life.....	100% UCR	
Diagnostic X-Ray and Laboratory Charges (outpatient).....	100% UCR	
Cancer Screening Exams.....	100% UCR	
Mammograms	Colon/Rectal	Plan Coverage according to age schedule.
Pap Smear	Prostrate	
Prescription Drug Charges.....	100% UCR	
No-copay with mail in maintenance drugs.	after \$2.00 co-pay	
Home Health Care Charges		
Each Benefit Period.....	100% UCR	

Hospice Care Charges

\$5,000 Maximum for the family unit. Covered charges for in patient hospice care and in-home prior to death..... 100% UCR
Family Counseling..... \$25 per session

Medical Case Management

Medical Case Management is an additional benefit available when a catastrophic medical problem occurs. i.e. neurological injury, cancer etc..

Human Organ Transplants

\$1,000,000 transplant benefit maximum during a benefit period.
Covered charges for heart, heart and lung, liver and pancreas..... 100% UCR
Anti-rejection drugs..... In full first year
\$10,000 thereafter.

Office visits, home health care, visiting nurses, surgical, storage and transportation costs of organ procurement..... Up to \$10,000 each transplant.

Transportation, meals and lodging for the recipient and one other person during a benefit period..... Up to \$10,000

Miscellaneous Charges

After the satisfaction of a \$50 cash deductible for any one individual or \$100 per family in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

Out-Patient Psychiatric (max. 50 visits per year)..... 90% UCR
Skilled Nursing Facility Room and Board..... 90% UCR
Non participating facility up to \$45 maximum daily charge.

Physician charges

Private duty nursing (RN-LPN)
Professional ambulance
Oxygen, blood and plasma
Artificial limbs, prosthetic devices, braces }..... 90% UCR

Allergy

Maximum reimbursement..... \$625 per calendar year
Testing..... 100% UCR
Treatment and supplies..... 90% UCR

Family Stop Loss..... \$1,000 per calendar year

UCR = Usual, Customary and Reasonable. A charge will be considered reasonable and customary if it is the amount normally charged by the provider for services or supplies and does not exceed the amount ordinarily charged by most providers of comparable services or supplies in the locality where the services or supplies are received.

Participating doctors and facilities have signed a contract with BLUE CROSS/BLUE SHIELD OF MICHIGAN (BCBSM). Agreeing to accept their benefit determination as payment in full, and to only bill you for any deductible and co-payments or for services not covered under your health care plan.

This is a summary description of benefits under the plan. For specific details refer to your summary plan document or your group representative.



