
Master Agreement
between the
Center Line Board of Education
and
MEA/NEA Local 1
for the
Center Line Education Association
2006-2009

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Center Line Public Schools
26400 Arsenal
Center Line, MI 48015

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**Agreement Between the Board of Education
of
Center Line Public Schools
and
MEA-NEA Local 1**

WHEREAS, the Board of Education of the Center Line Public Schools has been offered good and sufficient evidence that it is the desire of the majority of the teaching staff to be represented by MEA-NEA Local 1; and further, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel in matters of hours, wages, and other terms and conditions of employment; and

WHEREAS, said Board of Education has formally recognized MEA-NEA Local 1 as exclusive bargaining representative of the teaching staff as designated below; and

WHEREAS, the Board of Education of the Center Line Public Schools and MEA-NEA Local 1 recognize and declare that providing a quality education for the children of the Center Line Public Schools is their mutual aim; and

WHEREAS, the members of the teaching profession are particularly qualified to recommend to the Administration and Board policies and programs designed to improve educational standards:

THEREFORE, the parties agree as follows:

Section 1. BASIC CONTRACT AGREEMENT

1.1 Definitions

Board: The Board of Education of the Center Line Public Schools.

Association: MEA-NEA Local 1, which is affiliated with the Michigan Education Association and the National Education Association.

District: The territory officially designated as the Center Line Public Schools.

Teacher: With qualifying designations--any person represented by MEA-NEA Local 1, CLEA, in this Agreement.

Principal: The person responsible for the administration and supervision of a single school building.

Superintendent: The person responsible for the administration of all the schools in the district, or any person to whom he/she may delegate authority in a particular situation.

1.2 Basic Agreement

- A. The Board agrees that its rules and regulations governing employees' conduct will be reasonable and enforcement of discipline will be fair. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause.
- B. In all cases regarding teacher discipline, due process safeguards will be exercised.
- C. Teachers will faithfully perform their assigned duties in a professional and efficient manner under the terms of this contract.

- D. The Board will compensate teachers according to the attached schedule for their services to the district.
- E. All areas of this Agreement, unless specifically noted otherwise, shall apply to all teachers.
- F. A time after working hours shall be reserved for a monthly meeting of representatives of the Board and the Association to discuss matters of mutual concern. The meetings will be held upon agreement of a mutually-accepted agenda. The agenda should be agreed to by the Friday preceding the requested meeting date. These meetings are not intended to by-pass the grievance procedure.

1.3 Recognition

- A. The Association recognizes the Board as the elected representative of the people of the district, as the employer of all personnel on the payroll of the district, and that under state law it is charged with the general management of the schools.
- 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, the Association, or their representative 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. The Association will be given the opportunity to be present at such adjustment.
- C. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel whose position with the district requires a valid certificate, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding those with the title of Superintendent, Business Office Manager, Assistant Superintendent, Executive Director, Director of Special Education, Principal, Assistant Principal, Athletic Director, Maintenance/Transportation Supervisor, Assistant Supervisor of Maintenance and Custodial Services, Supervisor of Food Services, Technology Director, Transportation Coordinator and any other which in the future may be determined to be excluded under the law.
- D. Nothing contained herein shall be construed to deny or restrict any rights a member of the Association may have under the laws of the State of Michigan and the United States of America.

1.4 Association Dues

- A. The Board agrees to deduct United Association dues from the pay of those teachers who individually request in writing that such deductions be made. Deductions will be made in twenty (20) equal and consecutive installments beginning with the second pay in September. The aggregate of deductions made in each pay will be remitted at that time to the treasurer of the Association.
- B. Any teacher who is not a member of the association in good standing or who does not make application for membership within thirty (30) days from the date of the commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, MEA, and NEA. The non-member teacher may authorize payroll deductions for such fee in the same manner as the member teacher.
- C. The Association agrees to advise the Board of those teachers who have not complied with the fee payment.
- D. In the event that a teacher shall not pay such fee directly to the Association or authorize payroll deductions, the Board shall immediately notify the teacher that he/she has sixty (60) days additional to comply with Item B above or to file suit to prevent his/her discharge. While the suit is in litigation, he/she shall not be dismissed. If he/she fails to comply after a total of ninety (90) nonconsecutive days from the commencement of his/her teaching duties, and if no suit is in litigation, such failure is just and reasonable cause for dismissal and he/she shall be discharged at the end of the semester or of the marking period.

- E. Under the Association's established procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures," if any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her under the article, such person may present such objection under that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the fee or any portion thereof pending final determination under the policy. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including any judicial review, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate remittance for any institution or program jointly approved by the Board and the Association, Board-authorized annuities, the Metro Credit Union, savings bonds, Board-approved charitable donations, and union dues, including MEA-NEA PAC. Dues authorization for MEA-NEA, including PAC, will be submitted annually. Other contributions will be considered by the Board of Education on their individual merit.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of the Board's complying with the provisions of this article.

1.5 Grievance Procedure

A. Definitions

Grievance: A claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by a misinterpretation or inequitable application of established law, Board policy, or the terms of this Agreement.

Party in Interest: The person or persons making a claim (complaint) and any person or persons who might be required to take action or against whom action might be taken to resolve the problem.

Days: When used in this section, days shall mean business days excluding summer.

The first day of the 30-day limit for a Board of Education decision at Level Four of the Grievance Procedure shall be the Wednesday immediately following receipt of the grievance notification letters in the Administration Building.

B. Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher to discuss informally any matter of mutual concern or interest with an appropriate member of the Administration.

- C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

In the event a grievance is filed after May 15 of any year, the Board and the Association shall use reasonable efforts to process such grievance prior to the next school year.

If the grievant does not process the grievance to Level Two, or Level Three, or Level Four, or Level Five, within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous level, as the case may be.

D. When a grievance involving more than one building arises, the grievance shall be channeled to the Superintendent.

E. Levels of the Grievance Procedure:

1. Level One

A teacher with a grievance shall notify his/her immediate supervisor or principal within twenty-five (25) days of its occurrence or from the time the grievant knew or should have known of its occurrence. Discussion of the complaint shall be within five (5) days of notification, individually, together with his/her Association representative, or through the Association representative. A written copy describing the grievance shall be given to the supervisor or principal for his/her records prior to or during the discussion at Level One. An Association representative will assist in writing the grievance.

2. Level Two

In the event the grievant is not satisfied with the disposition of the grievance at Level One, or if the grievant does not receive an answer within five (5) days of the meeting to discuss the grievance, he/she may, within ten (10) days, submit the grievance to the Association for screening. At the same time, notice shall be given to the supervisor that Level Two is being invoked. The Association shall have thirty (30) days to determine if the grievance has merit.

3. Level Three

The grievant may submit the grievance to the Superintendent within ten (10) days of the completion of Level Two action. Within ten (10) days from receipt of the grievance by the Superintendent, he/she shall meet with the Association in an effort to resolve the grievance.

The Superintendent will provide a written answer to the Association and grievant within ten (10) days of the meeting.

4. Level Four

In the event the grievant is not satisfied with the Superintendent's answer, or if no decision has been rendered within ten (10) days of the meeting with the Superintendent, the grievant may submit the grievance to the Board of Education within ten (10) days following the receipt of the unsatisfactory answer at the preceding level or from the expiration of the ten (10) days given for an answer. The Board shall, within thirty (30) days from submission of the grievance, provide a written decision on the grievance.

5. Level Five

a. In the event a grievance is not resolved at Level Four, or if no disposition has been made within the period above provided, the grievance may be mediated according to state law and/or submitted to arbitration before an impartial arbitrator within twenty-five (25) days following completion of the procedures at Level Four. The Association must give the district simultaneous notice of the appeal at the time they invoke the arbitration/mediation authority. The arbiter shall be selected by the American Arbitrator Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

b. The fees and expenses of the arbitrator shall be paid jointly by the parties.

- c. No judgment shall be awarded prior to the date of the grievance.
 - d. In the event the Association decides that the grievance does not have merit to proceed to arbitration, the grievant may not utilize the grievance procedure any further. However, nothing contained herein shall be construed as limiting the right of the grievant to pursue any or all other legal recourses from that point with the exclusion of arbitration.
- F. The parties shall be guaranteed the right to produce such witnesses as are necessary to present their respective cases. The days used by teachers will be accounted for under the terms of Section 2.1, C., D.
- G. Miscellaneous
- 1. A grievance may be withdrawn at any level without prejudice of record. However, if in the judgment of the Association Grievance Committee the grievance affects a group of teachers, the Association Grievance Committee may process the grievance at the appropriate level.
 - 2. Decisions (answers) rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
 - 3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
 - 4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
 - 5. Forms for filing and processing grievances shall be available from the Association Grievance Chairperson and designated Association representatives in a manner to be determined by the Association. The design of the grievance form will be by mutual consent of the Superintendent and the Association.
 - 6. A grievant may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Association.
 - 7. Processing of grievances shall be done at appropriate times and places so that all parties in interest will continue to perform their regular duties and classes will be continued on a regular schedule.

Section 2. EMPLOYMENT RELATIONS

2.1 Association Rights and Privileges

- A. The Association and its committees shall be allowed the reasonable use of school buildings for meetings. Times and places of Association meetings shall be reserved with building principals or their offices. Association meetings will not be monitored.
- B. Notices of meetings, social events, and matters of general information from the Michigan Education Association and the National Education Association may be posted in teachers' lounges or other mutually agreed upon areas and school offices. Reasonable use of office telephones for local calls and use of the inter-school mail service for Association business are also permitted.
- C. The Association shall be credited with thirty-two (32) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than twenty-four (24) hours in advance of taking such days.
- D. The Association may purchase any number of additional days from the Board of Education for Association business at the cost of a regular substitute. It is agreed that the use of these days will not permit one

individual's program to be excessively interrupted. Request for use of these days shall normally be made in writing to the Superintendent by the Association president at least twenty-four (24) hours before the day is to be used.

- E. The Association will purchase up to three-fifths (3/5) of the time of the Association president, who shall be released from that portion of his/her normal duties during his/her term of office. The Board will provide a replacement for the above portion of time to take over the president's normal duties during his/her term of office. The Association president will confine the Association business to purchased time.
- F. At the beginning of every school year, a bank of 175 days shall be credited to be used for the teachers' professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop or seminar.
- G. Bargaining unit members will be given the first opportunity to fill extra-curricular bargaining unit positions for which they are qualified. Extra-curricular positions unfilled by bargaining unit members will be offered to non-bargaining unit members. Positions filled by non-bargaining unit members will be posted upon vacancy.
- H. The class sponsor positions (two at each grade level) at Center Line High School shall be filled by Center Line High School teachers. Teachers will be given the opportunity to volunteer for these positions.

In the event that the positions are not filled by volunteers, the high school principal will make assignments based on a rotation system. The system to be established will be mutually agreed upon between the Center Line High School Administration and CLEA building representatives. If a mutually-agreed system cannot be achieved by the end of the second week of school, the high school principal will establish the system.

The rotating system will provide that no teacher will serve as class sponsor the second time before every teacher has served once.

- I. The Board agrees to accept no student teachers without the approval of the supervising teacher.

Supervisory teachers of student teachers/interns shall be tenured teachers who voluntarily accept the assignments.
- J. The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).
 - 1. Once the Board receives a FOIA request, the teacher and Association President shall be notified immediately and provided with a copy of the FOIA request.
 - 2. As soon as possible and before the FOIA request is granted, the administration will contact the teacher and/or Association representatives to arrange for a review of the FOIA request and the documents requested.
 - 3. The Board shall honor all exemptions to the production of documents contained in Section 13 (1) of FOIA.
 - 4. On any documents that may be released under a FOIA request, all exempt material must be re-dated.
 - 5. On any documents that may be released under a FOIA request, all information exempted under the Bullard-Plawecki Employee right to Know Act (MCL423.501) will be removed.
- K. The Association shall be provided up to one-half (1/2) day during new teacher orientation to meet with new teachers.

2.2 Vacancies, Promotions and Transfers

A. Definitions

1. Vacancy

A vacancy is an unassigned position within the bargaining unit resulting either directly or indirectly from the establishment of a new position, a leave of absence or placement on LTD for the remainder of the school year, or resignation. The Superintendent will determine where the specific vacancy exists provided that the recall of the most senior certified laid-off teacher is affected.

2. Temporary Vacancy

A situation where an active position within the bargaining unit is unassigned due to the granting of a leave of absence or an extended illness where the teacher is expected to return before the end of the school year. The Superintendent will determine where the specific temporary vacancy exists provided that placement is effected for the most senior certified laid-off teacher.

3. New Position

A position within the bargaining unit not previously held by an employee.

4. Promotion

Assignment of an employee to a position with a higher pay scale.

5. Transfer

Assignment of a teacher to a different building or to a completely new department.

6. Reassignment

Assignment of a teacher to a different grade within a building or in part to a new department.

7. Part-Time Assignment

Assignment of a teacher to a position consisting of less than a full day, less than five days per week, or a position which becomes available after the first term or semester.

8. Certified

To be certified a teacher must hold a valid Michigan teaching certificate with endorsements in the subject area to be taught. At the high school level, certified shall also mean that North Central Association standards are met.

NOTE: In the elementary and middle schools, at least a minor or its equivalent will be needed to be considered certified for a full assignment in vocal music, instrumental music, physical education, art, home economics, and industrial education.

B. Vacancies - When Staff Layoff Is Not A Factor

1. Exclusive of reduction of staff, the Board agrees that it will give primary consideration to present members or laid-off members of the Center Line teaching staff relative to the filling of vacancies, new positions, and opportunities for promotion including all summer school positions and positions in specially funded programs. When such situations arise or are anticipated, the Superintendent shall

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notify the Association and post notices with accompanying job descriptions on the bulletin board in each school building for no less than ten (10) BUSINESS days before screening and selection procedures begin. Vacancies shall be filled on the basis of experience, competency, certification and qualifications of the applicant, and other relevant factors rationally related to the performance of the job.

- a. If a question arises in the filling of vacancies, new positions, promotions, and transfers, the Administration will meet with representatives of the Association to resolve the problem.
 - b. Whenever vacancies or opportunities for promotion occur during the summer months when regular school is not in session, the Board will announce the vacancy on the summer job hotline for seven (7) BUSINESS days. Letters of application must be returned hand delivered or with return receipt, within ten (10) CALENDAR days of the announcement date.
2. Vacancies shall be filled by honoring a teacher request for transfer or by recalling teachers placed on layoff status by seniority and certification. Should it not be possible to recall a laid-off teacher to a vacancy or honor a teacher's transfer request, the Superintendent may fill the vacancy from outside the bargaining unit. Such person shall become a member of the bargaining unit and shall enjoy all the rights and privileges of bargaining unit membership.
 3. Vacancies filled by laid-off teachers or newly-hired teachers after the first October Board of Education meeting will be considered as being filled on a tentative basis until the end of the school year, at which time the positions will be considered vacant.
 4. In the event a teacher from outside the bargaining unit is hired to fill a vacancy, Paragraph 3 above will apply.
 5. The Superintendent of Schools has the right to fill any administrative vacancy through promotion and/or transfer of any administrative staff member. If an administrative vacancy exists following such administrative action, such a position will be advertised to teachers, consistent with the provisions of this Agreement. During the delay necessitated by posting, screening, and selection processes, the Superintendent may assign a staff member to fill the vacancy in an acting capacity on a 30-day basis.
 6. Special talents or expertise needed for the implementation of new Center Line Public Schools programs, but not found in the school district staff, should be sought through in-service retraining of the existing staff when the availability of time and funds are adequate in terms of the projected program implementation date. When, in the Superintendent's judgment, this is not possible or practical, the Board should seek to employ personnel as regular members of the staff who will be able to perform the required activities. In the event that a layoff is anticipated at the end of any given school year, and when it is known that a new program will be initiated in September of the following school year, staff members identified for layoff will be considered for retraining for the new program. If the retraining of an interested staff member can be accomplished within six (6) months immediately preceding the initiation of a new program, the Board will assume full financial responsibility for the retraining.
 7. Teachers requesting return from leave of absence will be considered part of the staff when developing staffing needs for the following school year. Teachers requesting return from leave will be placed by seniority as vacancies are available in accordance with placement and recall provisions of the Master Agreement.

C. Temporary Vacancy

1. The Association recognizes that when a temporary vacancy occurs during the school year, it may be difficult to fill it from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, this temporary vacancy may be filled on a tentative basis by the most senior certified laid-off teacher at the regular teaching salary with the fringe benefits as specified in the Agreement, if obtainable, for the term of the assignment. If the most

senior laid-off teacher declines the temporary position, it shall be offered to the next most senior certified laid-off teacher, etc. During the term of employment in the temporary vacancy, the laid-off teacher shall not be considered as recalled but shall maintain his/her rights of recall. If a laid-off teacher declines to accept a temporary position, he/she shall not lose his/her recall rights nor his/her right to collect unemployment compensation.

2. In the event that no laid-off teacher elects to fill the temporary position, the Superintendent may then fill the temporary position outside the bargaining unit for the period of time necessitated by the cause of such vacancy. However, the position shall not be temporarily filled for a period of time in excess of twenty (20) school weeks.

D. Transfer When Staff Layoff Is Not A Factor

1. Voluntary

- a. Request for voluntary transfer may be made any time a vacancy is posted. Vacancies for the next school year will be published as they arise. Vacancies arising between the start of the school year and the last ten school days of the year shall be posted for ten (10) SCHOOL days. Vacancies which occur during the last ten days of the school year shall be posted for ten (10) BUSINESS days and placed on the district hotline.

Requests by a teacher for transfer to a different class, building, or position shall normally be made in writing to the Board, one copy of which shall be filed with the Association and the principals involved. The request shall specify the posted position being requested and set forth the applicant's academic qualifications. Teachers must be certified for the positions requested.

- b. Transfer requests for a specific vacancy shall be kept on file and remain in effect until the first Board meeting in October. A teacher who has requested a transfer but was not awarded the transfer will be automatically awarded the position if it reopens unless they have rescinded their request.
- c. To prevent undue disruption of the educational program, transfer requests will normally not be honored after the first Board of Education meeting. Transfer requests may be honored at the semester break on a tentative basis (see 2.2B3).
- d. Assignments to posted vacancies shall not be altered unless:
 1. There is a reduction in the number of classrooms or an enrollment shift which affects classroom distribution among the grades in an elementary building.
 2. There is a change in the number of section offerings at the secondary level.
- e. Teachers requesting transfer will be assigned by seniority.

2. Involuntary

- a. An involuntary transfer will be made only in case of an emergency to prevent undue disruption of the instructional program, to improve the instructional program, or as necessary to retain the most senior teachers in case of layoffs. When an involuntary transfer is necessary, the Superintendent will notify the affected teacher and the Association of the reason for such a transfer. If the teacher objects to such a transfer for the reason given, the teacher and representatives of the Association will meet with the Superintendent in an effort to resolve the matter.

- b. Teachers will be involuntarily transferred only to positions for which they are qualified and certified as defined in this section.
- c. Involuntary transfers are not grievable.
- d. Teachers involuntarily transferred in one school year will be given the opportunity to return to their former positions in the next school year if possible. Requests for return should be made in accord with the provisions on voluntary transfer.
- e. Involuntarily transferred teachers may elect a voluntary leave of absence providing a certified and qualified laid-off teacher is available. Requests for voluntary leaves may be received in writing prior to the first October Board meeting. Teachers requesting voluntary leaves will be placed at the bottom of the seniority list for one school year.
- f. In the event that reduction of a teaching position is necessary in an elementary building, middle school, secondary department, or a district-wide department and layoffs are not contemplated, the teacher with the least district-wide seniority shall be reassigned when the reduction cannot be accomplished by other means.

2.3 Seniority

A. Seniority

1. All teachers shall be ranked on the seniority list by their total seniority in the district. Seniority shall be computed beginning with the first teacher-responsibility day worked in the district and will include time worked plus leave, layoff, sick leave days, and Sick Leave Bank situations where seniority would continue to accumulate. Seniority, then, consists of service in the district plus other creditable time from leaves, layoff, sick leave days, and the Sick Leave Bank. Additional weeks of work provided for auxiliary staff, special teaching personnel, and coaches shall not apply for seniority purposes.
2. Seniority shall continue to accumulate when teachers are on Military, Child Care (not Child Rearing), Disability, Maternity (the period up to and through the birth of the child to when the teacher is physically able to return to work--either when the teacher is using sick leave days or absence without pay), Medical, Political, and Association Leaves. Teachers on other leaves shall not accumulate seniority by virtue of that leave. Seniority shall continue to accumulate when a person uses Sick Leave Days, the Sick Leave Bank, LTD, or Absence Without Pay.
3. The following criteria shall be used to determine seniority of teachers who have identical periods of service in the district.
 - a. Date of Initial Contract
 - b. Total Teaching Experience
 - c. Degree Held
 - d. Permanent, Continuing or Professional Certification
 - e. Total Credit Hours
4. If all of the above criteria are equal, a committee composed of five Association members and the Superintendent or his/her representative will meet to determine secondary criteria to be used.

5. Teachers will have until the first Friday in February of the current school year to notify the Administration and provide verification of any corrections affecting their own position, certification, and qualifications.

Personnel decisions for the forthcoming school year will be made solely on the basis of the information made available by this date. A corrected seniority list will be published by March 1 of the current school year. Teachers will be ranked on the list in the order of their seniority as credited by the district.

6. All seniority will be lost when there is a severance of employment and/or a break in service.
7. Seniority shall continue to accrue for laid-off employees for a period of three (3) years. After that time, the laid-off teacher will retain all seniority accrued up to that point.

2.4 **Reduction in Personnel**

- A. No teacher shall be discharged or laid off (pursuant to a necessary reduction in personnel) for any school year or portion thereof, unless said teacher is notified of such discharge or layoff at least sixty (60) days prior to June 30 of the current school year.
- B. When it is necessary to reduce staff because of a decrease in enrollment, financial reasons, or fiscal responsibility, the Superintendent will meet with representatives of the Association and inform them of the situation and explain the reductions to be made. The Board shall develop a list of necessary staff reductions based upon the proposed educational program for the forthcoming school year. The Association will be given an opportunity for advisory input and be kept informed of implementation.

The above meeting(s) will take place after preliminary scheduling has been completed in all areas, but in no case will the meeting(s) be later than one week prior to the anticipated date for layoff notification.

- C. In the event that reduction of total staff is necessary, the teachers with the most district-wide seniority shall be retained provided that they are fully certified and placed in positions that reflect their certification, majors, and minors, teaching experience, and meet North Central standards. Whenever necessary, in order to retain the most senior teachers, involuntary transfers and assignments will be made based solely on certification.
- D. Special reimbursable programs will be staffed by individuals who are certified by the standards established by the respective programs.
- E. The intent of the layoff procedure will be to retain the teachers with the most district-wide seniority who are certified and qualified for the available positions.
- F. The district shall not be required to lay off any teacher if he/she is the only certified teacher for the position.
- G. A bargaining unit member who has not previously attained tenure under the Michigan Teachers' Tenure Act, MCLA 38.71 et seq.; MSA 15.1971 et seq., in a position other than as a classroom teacher and who is placed in a position other than a classroom teacher shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position but shall be deemed to have continuing tenure as an active classroom teacher.

2.5 **Placement**

- A. Intent of the placement procedure is to fill all vacancies for the forthcoming school year created by resignations, promotions, reductions in teaching positions, and transfers, both voluntary and involuntary, by seniority and certification as defined in 2.2,A.

- B. The Board, at its discretion, may make use of voluntary and involuntary transfers to accomplish suitable placement.
- C. Teachers assigned to a minor field of certification not taught during the past five years may be required to take an approved credit course in that field.
- D. If there is a reduction in positions in a building, department, or special area, the procedure listed below will be followed providing enough certified teachers remain to carry out the proposed educational program for the forthcoming school year:
 - 1. At an elementary school, the teachers with the least district-wide seniority will be involuntarily transferred or laid off.
 - 2. At the middle school, the teacher with the least district-wide seniority not needed in his/her department or in another department will be involuntarily transferred or laid off.
 - 3. At the high school, the teacher with the least district-wide seniority not needed in a department or in another department will be involuntarily transferred or laid off.
 - 4. The Special Education staff shall consist of two district-wide departments: The Special Education Personnel (i.e. special education classroom teachers, Teacher Consultants and work study employees) and the Special Services Personnel (i.e. Speech Therapists, School Psychologist, and School Social Worker).
 - 5. In the district-wide departments, the teacher with the least district-wide seniority will be involuntarily transferred or laid off.
- E. Involuntarily transferred teachers will be assigned only to positions for which they are certified.
- F. When the above process has been completed, teachers not yet assigned to a position, teachers who are subject to both voluntary and involuntary transfer, teachers returning from leaves of absence, and teachers being recalled will be assigned to any unfilled positions for which they are certified on the basis of seniority and using preference forms. This assignment process will take place when scheduling has been completed but prior to the end of the school year.
- G. Teaching Preference Forms will be provided to staff members who are returning from leave or sick leave, who are subject to involuntary transfer, who may be subject to recall, or who have been displaced. A copy of the preference form will be provided to the Association. The completed preference form shall be returned within ten (10) working days of distribution or the person's placement will be based on the judgment of the committee (see 2.5 J.).
- H. The Association will be kept informed of the progress of placement.
- I. Positions within the bargaining unit, outside of a regular classroom, that are filled by special training experience and interview will not be filled by involuntary transfer. These positions include, but are not limited to, counselors, learning consultants, and Special Projects Coordinator. Positions in this category will be re-posted and filled on a tentative basis by certified bargaining unit members if at all possible.
- J. When involuntary transfers are necessary to retain the most senior teacher(s), two members of the Association and two members of the Administration will meet to determine which teachers must be transferred involuntarily. The joint committee will make every effort to reach agreement on the involuntary transfers. In the event that the joint committee cannot reach agreement, involuntary transfers will be made by the Administration to retain the most senior teacher(s). Involuntary transfers made to retain or recall the most senior teacher(s) shall not be grievable.

- K. Assignments made under placement or recall will be made on the basis of certification, North Central requirements, seniority, and Teaching Preference Forms.
- L. Placement, if possible, will be such that the highest seniority teachers will be placed within their highest choice. Transfers, whether voluntary or involuntary, will only be made to fill unoccupied positions. Once the teacher has been placed, involuntary transfers will only be made to retain the most senior teacher(s).
- M. Voluntary Layoff
 - 1. A teacher to be involuntarily transferred for the next school year may elect a voluntary layoff providing:
 - a. The position to which he/she has been involuntarily transferred is significantly different from the position currently held or held in the last five years.
 - b. A properly certified teacher, newly laid off for the next school year, will accept the position. This provision does not apply for a teacher presently on layoff.
 - c. The necessary arrangements can be made by the end of the last teacher workday in June.
 - 2. A teacher accepting voluntary layoff will be placed at the bottom of the seniority list for that year.
 - 3. The voluntarily laid-off teacher will be entitled to unemployment benefits provided that other sections of the recall portions of the contract are met.
 - 4. Voluntary layoff will be available to one percent (1%) of the total teaching staff in any one year.
 - 5. This provision can be exercised only once by a teacher during his/her teaching career.

2.6

Recall

- A. Laid-off teachers will be recalled to the first declared vacancy for which they are certified according to their seniority ranking.
- B. To assure recall of the most senior certified teacher prior to the first October Board meeting, it is understood that a maximum of three (3) involuntary transfers may take place within the existing working staff.
- C. If a declared vacancy becomes available after the first October Board meeting, it will be filled on a tentative basis by the most senior laid-off teacher who is fully certified for the vacancy.
- D. The Board of Education may hire a new teacher to fill any declared vacancy for which there is not a certified teacher on layoff. The newly-hired teacher will be considered to hold the position on a tentative basis.
- E. Tentative positions will be made available to certified teachers along with the other available positions published. A laid-off teacher shall be considered laid off until he/she is reinstated by Board action, refuses an offer from the Board of a position for which he/she is qualified and certified, or fails to respond in writing within five (5) working days of the receipt of a written offer of a position made by the Board. The Board will give simultaneous notification of a possible vacancy to all qualified laid-off teachers, describing the position and the list of qualified personnel on layoff. The recipients will have five (5) days to accept or reject the position. If a person higher in seniority accepts the position, a rejection will be void and the teacher will retain his/her recall rights.
- F. A laid-off teacher shall be entitled to reject a part-time teaching position without loss of his/her recall rights.

- G. Notification of recall shall be in writing, with a copy to the Association. During the school year notification of recall for the next school year for present employees may be sent by certified mail, return receipt requested, or hand-delivered. When school is not in session, all notices of recall will be by certified mail, return receipt requested. Such notification shall include a description of the assignment, but may be subject to change in reassuring recall of the most senior teachers.
- H. Persons unable to return upon recall for physical or emotional reasons will be required to present a physician's statement verifying their inability to work. They will be recalled upon the availability of a position for which they are certified and evidence that they are able to perform satisfactorily.
- I. While on layoff, teachers must notify the Administration of any changes or anticipated changes in certification by the first Friday in February of any given year in which the change is taken into account for possible placement.
- J. Teachers who are laid off at the end of their contract year are not eligible for insurance benefits as employees of the Center Line School district. However, if such employees choose to convert their insurance benefits that were provided by the district, in the amount provided by the district, the Board will agree to pay fifty percent (50%) of the premium cost of such insurance through January 31 of the year in which the layoff occurs. This provision prevails only in the event that the employee does not gain a full-time teaching position elsewhere. Employees who voluntarily terminate their employment with the district prior to the end of the school year will lose all insurance benefits at the time of their severance of employment with the district.
- K. If a member of the bargaining unit feels that he/she is being unfairly discriminated against as a result of an involuntary transfer that makes it possible to protect the most senior teacher(s) from layoff, the Administration is obliged to meet with the teacher and provide a full explanation in support of the administrative action. Involuntary transfers necessary to retain the most senior teacher(s) shall not be subject to the grievance procedure.
- L. The Superintendent will advise the Association of all plans to reinstate positions and of the time teachers will be recalled according to the placement procedure in effect at that time.
- M. If involuntary transfers are necessitated under recall, preference forms will be utilized and teachers given their highest choice possible to assure equitable placement.

2.7 Re-staffing in Event of School(s) Closing(s)

Except in an emergency due to acts of God, the procedure listed below will be used to reassign staff when a school is closed. The procedure will be completed as soon as practical prior to the end of the school year.

- A. A list of available teaching positions will be published. The list will include:
 - 1. New teaching positions created by the realignment of classes.
 - 2. Teaching positions available because of transfer requests.
 - 3. Teaching positions vacant because of leaves, resignations, etc.
 - 4. Teaching positions available through implementation of Section 2.5 of the Master Agreement.
- B. All bargaining unit members affected by the above, teachers on leave, and teachers on layoff will indicate their choice of teaching position on an appropriate form. Teachers must be certified to be placed in any position.

- C. When possible, teachers involved in the reassignment process will be assigned by seniority to teaching positions of their choice providing that they are certified for the position.
- D. Teachers unable to have their choice of positions will be assigned to positions for which they are certified. Involuntary transfers may be necessary to accomplish this placement. The Association will be advised in writing as to who will be involuntarily transferred and the reason for the transfer. Involuntary transfers are not grievable.
- E. Teachers will be notified of the date on which assignments will be made. Teachers who have previously requested a transfer will have five (5) days to withdraw their request.
- F. If a teacher selects or is assigned a specific teaching position and the subject area of that position is changed prior to the opening day of school, the teacher and a representative of the Association will be given an opportunity to meet with the Administration and review the need for the change.
- G. The Association will be provided an opportunity for advisory input into these procedures. The Association will be invited to monitor the assignment.

2.8 Racial Balance

The foregoing (Sections 2.2 - 2.7) shall not be construed in such a way as to prohibit the Board from providing a racially-balanced staff in each school building, and the Association will cooperate with the Board in seeking and promoting the employment of minority group educators.

2.9 Teacher Evaluation

- A. It is recognized by all parties that the primary purpose of teacher evaluation is professional improvement. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Any discussion of teacher conduct shall be conducted in private. The administrator and/or teacher may reserve the right to have a representative of their respective group present during the discussion.
- C. A personnel record for each certified employee will be maintained in the office of the Superintendent. Information pertaining to the educational growth of the teacher will be made available to the teacher in the presence of his/her appropriate administrator or to the appropriate educational or employing institution upon request. The only materials which shall not be shared in totality with teachers will be the pre-employment credentials from educational institutions and previous employers. Access to these records shall be limited to personnel authorized by the Superintendent. In no event shall any student or parent have access to these records or personnel data.
- D. All official evaluative information placed in the employee's personnel record will be made available for the teacher's signature. The teacher has the option to provide reactions in writing to data placed in his/her personnel record. Teachers will be given a copy of all other evaluative material placed in their personnel record.
 - 1. If the teacher believes that material placed in his/her record any time after original employment is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the record if the grievance is upheld.
 - 2. Records of a non-recurring negative nature will be removed from a teacher's personnel record every three (3) years after the date of entry.

- E. The tenure policy in effect at the date of ratification of this Agreement shall remain in effect during the terms of this Agreement and shall be considered binding to both parties. Nothing in this Agreement shall in any way limit or modify the rights or responsibilities of the teacher or the Board under the Michigan Tenure Act.
- F. Non-certified persons within the Association shall be evaluated under the same conditions as above. Provisions for promotion, discharge, or demotion shall approximate, as closely as possible, those provisions provided for certified personnel. Where other avenues of appeal are lacking, appeals may be handled through the grievance procedure.
- G. Teacher Evaluation Program
 - 1. Each teacher, tenure and non-tenure, being evaluated during a school year shall meet with his/her evaluating administrator at the beginning of the school year to be appraised of his/her responsibilities, the evaluation procedure, and the forms to be used.
 - 2. If there is a written observation, the teacher and the administrator shall meet within ten (10) school days to discuss the observation. This time limit may be waived by mutual agreement. If the teacher disagrees with the written observation, he/she may reply and have his/her comments attached to the observation.
 - 3. A copy of the written evaluation shall be given to the teacher at least one day prior to the conference between the administrator and the teacher. At the teacher's request, a representative of the Association may be present. The conference will be arranged at a time mutually acceptable to provide such representation.
 - 4. In all written evaluations, if areas of concern are noted, the evaluation will include recommendations for remediation of same.

The Association President shall be notified by the school district if any member, tenured or non-tenured, receives an evaluation or formal observation that is less than satisfactory in whole or in part. Notification to the Association President shall be given at least two (2) days prior to any conference taking place between the employee and the administrator.
 - 5. Acknowledgement of reaching the expected level of performance will be indicated in writing.
 - 6. The Association shall be given the opportunity for input into the evaluation procedure. The Administration will consult with the Association prior to the modification of school district policy, procedures, and evaluation forms including the Individual Development Plan format. These forms will be attached to each teacher's handbook and distributed at the opening of the school year.

2.10 Curriculum Council

As one method of bringing about desirable change in teaching methods, techniques, class composition, curriculum, and any other phase of the instructional program, the Board will cooperate in maintaining a professional staff Curriculum Council. This Council will provide effective communication with, and assistance to, the Board in making improvement in the instructional program. Requests for curriculum study shall not be limited to the teaching staff.

- A. The Council will be composed of representatives from Administration, the teaching staff, Board of Education, students, and parents as governed by the bylaws of the Curriculum Council. The President of the Association or his/her designee shall be a member of the Council. The Council may establish subsidiary study committees.

- B. The Council shall approve or disapprove changes and recommend proposed changes to the Board. All proposed changes to the established curriculum shall be submitted to the committee members at least thirty (30) days prior to any placement on the Council agenda for recommendation to the Board. The printed agenda shall be sent to committee members and posted in every building prior to each committee meeting. Minutes of each meeting shall be posted in every building.
- C. The Board shall act on all proposed changes. It may adopt, reject, or refer the proposals back to the Council for further study.
- D. Meetings of the Curriculum Council will be held outside school hours with no compensation.
- E. The Board will provide secretarial service and office supplies through existing channels to the Curriculum Council and will budget four thousand dollars (\$4,000) for its use in the study of program proposals and improvement of instruction such as teacher attendance at seminars, workshops, etc., in approved studies.
- F. A district Assessment committee involving teacher representatives and administrators from the buildings, central office administrators and the CLEA President or designee shall meet periodically or as needed. Participation on the committee will be voluntary.

2.11 Professional Participation - District, Building or Department Level

The Board and the Association recognize the importance of site based decision making/strategic planning. The parties agree that either or both planning processes shall contain adequate teacher representation. Both planning processes shall be voluntary, and there shall be no discipline or adverse evaluation for non-participation in the decision making process. Both parties agree that the intent of any school improvement plan is not to circumvent the terms and provisions of the master agreement.

Section 3. TEACHING CONDITIONS

3.1 Teaching Hours/Tardiness

A. Elementary Teaching Hours

- 1. Elementary School Schedule:
 - a. A Seven hour and 13 minute day.
 - b. Report 10 minutes before and remain 8 minutes after
 - c. Thirty minute duty-free lunch
 - d. In classroom 5 minutes prior to the start of school

Approximately 230 minutes of preparation time per week will be provided for elementary teachers in grades K-5. In the third year (2008-2009), an increase in time will occur. The increase will be determined by teachable minutes of specialized teachers / the number of elementary classroom teachers. The increase will be a 10 minute increase. During the 2006-2007 and 2007-2008 school years two hours of each of the last three professional development days shall be devoted to preparation. Office Clerks will assist with record keeping responsibilities that could include Pearson/Inform and MLPP.

B. Secondary Teaching Hours

- 1. Middle School Schedule:
 - a. A Seven hour and 13 minute day.
 - b. Report 10 minutes before and remain 9 minutes after

- c. Thirty minute duty-free lunch
 - d. Staff meetings on Tuesday or mutually-agreed time frame. Professional development will be provided through district-wide days.
 - e. Assignment to a five (5) period day and shall meet daily.
 - f. One period for preparation, conference, and evaluation.
 - g. Thirty minute duty-free lunch
 - h. One S3 period of approximately 32 minutes
2. High School Schedule:
- a. A Seven hour and 13 minute day.
 - b. Report 10 minutes before and remain eight minutes after.
 - c. Thirty minute duty-free lunch
 - d. Staff meetings on Tuesday or mutually-agreed time frame. Professional development will be provided through the district-wide days.
 - e. Assignment to a five (5) period day and shall meet daily. Teachers will teach four class periods, receive one full period for preparation, conferences and evaluations.
 - f. The Board recognizes that it is desirable for a high school teacher to have not more than three separate class preparations per day. A reasonable effort will be made by the Board to so limit the number of preparations.
3. During the day, teachers will be at their assigned classes on time unless unusual circumstances or duty prevent them from doing so.
- C. Part Time -- Shared Time Positions
- 1. Any shared position will not cost the Center Line Public Schools more than the assignment of one teacher to the same position in salary and fringe benefits.
 - 2. When an assignment involves a partial schedule at any level or in any area, the salary will be prorated. A person will not be paid for an entire planning period. These teachers are expected to take part in evening events, after-school meetings, and to adjust their personal schedule to the school schedule when necessary.
 - 3. Requests for a part time or shared time assignment must be received by the personnel office no later than March 31 of the current school year and will expire on June 1 of the current school year. An explanatory meeting will be held at least one week prior to the March 31 due date. All items in Section 3.1 will apply to these employees except those that refer to full-time assignments.
 - 4. The above assignments are for one (1) year and for tenure teachers.
 - 5. The teachers will be granted a step on the salary schedule and full seniority for a full year assignment.
 - 6. Teachers may personally pay the difference in fringe benefits if they desire the full coverage or may apply the prorated amount to one or more fringe benefits (providing it is allowed by the carrier.)

- D. Teachers will not leave buildings during working hours (excepting the lunch hour) without the consent of the building principal or his/her designated representative. When teachers leave the building during lunch hour, they are expected to notify the office.
- E. Teachers shall leave school no earlier than is provided for in 3.1A and 3.1B of this Section.
- F. Failure to comply with the above provisions shall be deemed the same as a case of tardiness.
 - 1. Tardiness at the start of the day must be reported to the building principal as soon as it is known that such tardiness will occur and an estimate given as to the extent of the tardiness.
 - 2. Teachers must furnish the building principal an explanation for each tardiness before the last dismissal bell.
 - 3. In cases of unexcused tardiness, administrators will take appropriate disciplinary action.
 - 4. In cases where a pay deduction is enacted, such deduction shall be to the nearest hour missed.
 - 5. Under situations involving acts of God, civil disorders, or other conditions affecting travel, the Superintendent may suspend the above rules.
- G. The Association and the Board agree that it is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district through careful daily preparation. It will be the teacher's responsibility to provide adequate daily lesson plans in case of absence. Administrators will take appropriate disciplinary action when a teacher fails to have plans available for the substitute teacher which makes it possible to carry on a meaningful class.
- H. The Association and the Board agree that the above shall not be interpreted to limit teachers' obligations to the district. Attendance at parent conferences, open houses, and regularly scheduled PTC meetings will be obligatory. In addition, attendance at in-service meetings, curriculum meetings, staff meetings, or other public relations activities is a recognized professional obligation of all teachers. Attendance at these functions will be obligatory unless the teacher is excused by the principal. All such meetings are to be held on Tuesdays (as provided for in Section 3.1, J. 1 of this Contract).
- I. The school district may schedule two after school in-service sessions each semester (four total). One session may be 2 ½ hours long and the three additional sessions will be limited to no more than 2 hours. Pay will be at the hourly rate listed in Appendix G (Special Teaching Assignments) for after school in-service when the employee is in attendance.
- J.
 - 1. Tuesday afternoons and evenings shall be reserved for professional and Association use. The second Tuesday of each month shall be reserved for professional use. The third Tuesday of the month shall be reserved for Association use and other school activities will not be scheduled for those times. Additional building meetings, when necessary, shall be scheduled at a time mutually agreed upon by the principal and staff. The Association recognizes the responsibilities of its members to be active participants in the public relations program of the school and the school district.
 - 2. Building meetings shall be scheduled at a time mutually agreed upon by staff and principal. The time established for building meetings can be utilized for meetings of the staff for up to sixty (60) minutes immediately before or after the pupils' regular school day. When called, such meetings shall be attended by personnel involved. In meetings of the staff, the use of time for announcements of administrative detail will be minimized.

- K.
 1. Teachers will attend and supervise functions which take place during the school day, e.g., school assembly programs. Teachers whose planning period falls during such a program shall use discretion in determining where their responsibility lies.
 2. In the case of a conflict between an assembly and an elementary music, art or physical education period, the elementary music, art, or physical education teacher will pursue one of the following courses after conferring with the teacher affected:
 - a. Hold class as regularly scheduled (with the mutual assent of the building principal).
 - b. Request that the classroom teacher assume responsibility for the students during the assembly and hold a make-up class for the students during the music, art, or physical education teacher's planning period.
 - c. Assume responsibility for the students during the assembly program.
The foregoing applies only insofar as the elementary music, art, or physical education teacher does not have an active part in the assembly program.
- L. Permanent changes in the regular daily schedule in any building will not be made without prior consultation with the staff involved. Permanent is defined as anything longer than two (2) days.
- M. When music, art, and physical education teachers are not available in sufficient number to staff all buildings equitably, the school schedule will be adjusted to equate classroom time for teachers, and any difference in time between elementary buildings will be assigned as planning time for teachers.
- N. It is recognized by both the Association and the Board of Education that the successful operation of schools and the welfare of the students will at times require responsibilities which extend beyond the standard teaching duties. Teachers will, therefore, rightfully be expected to assume these responsibilities when such emergencies exist. If the emergency is recurring in nature, it becomes an administrative problem.
- O. In the event school is closed "because of conditions not within the control of school authorities, such as severe storms, fires, epidemics of health conditions as defined by city, county, or state health authorities (PA 239)," those days that may not lawfully be counted to arrive at the annual instructional days required by law will be rescheduled prior to June 30 of the current school year. These days will be added at the end of the school year. Other dates may be selected by mutual agreement.

3.2 Teaching Loads and Assignments

- A. The Board and the Association are committed to quality education for all students in the Center Line Public Schools. One of the major variables that contributes, positively or negatively, to the quality of instruction is the number of students a teacher is responsible for in the classroom. The grouping of students in class size units is dependent upon many factors. The level of instruction, the nature of the instructional program, the type of students, the type of class, the availability of materials and facilities, instructional methods, the number of students at any given grade level, the interest and ability of the teacher(s), and budget limits are some of the factors that contribute to class size determinations.
- B. The Board and the Administration will, to the extent possible in making staffing determinations, utilize the following guidelines for classes:
 1. It is desirable to have prorated class sizes range between twenty-four (24) and twenty-eight (28) students at the elementary school level. (Less than full-time students will be prorated at 1/6 per hour).
 2. It is desirable to have lower elementary classes smaller in size than upper elementary classes.

3. It is desirable to have average class sizes range between twenty-five (25) and twenty-nine (29) at the middle school and senior high levels.
 4. Traditionally large classes, including but not limited to instrumental music, physical education, vocal music, and drama, will be excluded from the above guidelines.
- C. Prior to the fourth Friday of each school year, the Association will review all class sizes K-12. The Association will notify the Administration of any area that it feels may not meet the guidelines and hasn't been dealt with to date. The Administration will provide to the Association all information necessary for such review.
1. In all instances where prorated elementary class size and average secondary and middle school class size exceed the above contractual guidelines, the teacher and principal will first explore possible adjustments that would bring class size into conformity with the guidelines. Efforts to be considered would include, but not be limited to, the following:
 - a. Balance classes
 - b. Reassign students
 - c. Hire additional staff
 - d. Adjust teacher schedules
 - e. Establish a new section or class
 - f. Establish split sections
 2. If the above adjustments are not practicable, relief may include:
 - a. Teacher aide time
 - b. Additional funds for teaching materials and supplies
 - c. Team teaching
 - d. Assistance of student aides
 - e. Other possible relief mutually deemed desirable
 3. If consensus cannot be reached on the form of relief, the principal will make the final decision but will include one or more of the above.
- D. Teaching loads at the secondary level will conform to North Central Association standards except in cases of emergency.
- E. Two days per year from the bank of Professional Days will be allotted to special education classroom teachers to meet with regular education classroom teachers for the sole purpose of informing the general education teachers of student information and recommendations for the educational plans of mainstreamed students.
- F. Since pupils are entitled to be taught by teachers who are working within their areas of competence, it shall be the policy of the school to assign teachers to fields of instruction within the scope of their certification and/or training except temporarily in emergencies where such teachers are not available or when extreme financial limitations necessitate reassignment of staff.

- G. Teachers will be given written notification of their assignments for the forthcoming year as early as possible. If the notification occurs after June 30, the teacher will be granted a ten-day period to resign if the assignment is non-acceptable. Elementary teachers will be notified only if there is a change in grade assignment.
- H. The Association shall be notified of any district application for a waiver from the Department of Education Special Education Rules and Regulations. The Association shall also be notified of any Intermediate School District waiver from the Department of Education Rules and Regulations which affects the Center Line Public Schools.

3.3 Conditions Related to Teaching

- A. In the building and remodeling of schools, the Board will provide for adequate lunchroom and lavatory facilities exclusively for teachers' use and at least one room appropriately furnished and ventilated which shall be reserved for use as a faculty lounge. Existing facilities will be continually evaluated and improvements made which both parties feel are necessary and reasonable. The building administrator will provide space for Special Services personnel that meets the need of the service being performed.
- B. Adequate, off-street, paved, properly maintained parking facilities will be provided. A posted parking area will be provided at the high school.
- C. Requisition forms will contain one copy to be returned to the originator upon approval by the Business Office. Invoiced costs will be provided to the department or building when determined by the Business Office.
- D. The Business Office will publish and provide to each building and department an updated budget report no later than the tenth of each month. Such report is to include the unit's approved budget and all accumulative charges against said unit's budget.
- E. Inter-school mail service shall be considered a means of private communication between individuals.
- F. Any case of an employment-related assault on a teacher's person or personal property shall be promptly reported to the building principal. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board will provide additional business days for handling of the incident in connection with law enforcement and/or judicial authorities.
- G. The typing and duplicating facilities in each school will be made available to teachers for the preparation of instructional materials. Instruction in the use of these facilities will be provided. If a copy machine is not available at the school, the teacher may use the copy machine at the Administration Building provided funds remain in the teacher's budget or use is approved by the building principal.
- H. The Board will provide sanitary and safe schools. If health and sanitary conditions are in question, the County Health Department will be consulted.
- I. In the event the Board of Education authorizes a subsequent revision of the Board policy dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policy as it impacts on the terms and conditions of employment of bargaining unit members.
- J. **Medically Fragile Students**
 - 1. "Medically fragile" applies to only those students who have chronic conditions which are severe enough to require specialized health procedures, equipment, and techniques, the absence of which could result in a life-threatening situation.

2. Classroom teachers shall not be required to perform medical procedures. These procedures are: catheterization, tracheotomy suctioning, tube feeding, respiratory treatment and maintenance of medical apparatus. However, teachers are expected to provide assistance in medical emergencies.
 3. Prior to classroom placement of a medically fragile student, representatives of the Board and the Association shall meet to discuss an appropriate plan for medical and educational concerns.
 4. The teacher will be advised in writing regarding the handling of emergencies arising as a result of the student's condition.
- K. The Board recognizes that it is the responsibility of the administrative staff to give all reasonable support and assistance to teachers with respect to the maintenance of discipline in the classroom and the general school facilities.
- L. A teacher may temporarily exclude a pupil from class when, in the judgment of the teacher, the grossness of the offense, or the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the class intolerable.
- When temporarily excluding a student from the classroom, the teacher shall direct the student to the appropriate administrative office. It will be the teacher's responsibility to show cause as to why the student should be excluded and what steps were taken to remedy the situation.
- On the same day of the exclusion, the teacher will provide full particulars of the incident in writing and will meet with the administrator involved to review the problem and recommend remedies. The principal will communicate the disposition of the problem to the teacher in writing, with efforts made to provide the written statement prior to the student's return to the classroom.
- M. Each teacher will receive the most recent revision of the "Student Code of Conduct" handbook approved by the Board.
- N. The Board recognizes its responsibility to give all reasonable support and assistance to teachers whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional personnel. The parties recognize that some children may have physical, mental, or emotional problems that may require specialized classroom experiences or the attention of district specialists. A teacher believing a student has need for special assistance may make such a recommendation to the building principal, in writing, with data in support of the recommendation.
- O. Serious complaints against a teacher will be brought to the attention of the teacher within twenty-four (24) hours.
- P. When special education students are placed in a regular classroom, the special education teacher and the Administration shall inform the regular teacher in writing of the reasons for such placement, information on the student being placed, and the type of remediation in effect.
- Q. Teachers shall endeavor to respond to electronic communications (email and phone messages) within two (2) school days.

3.4 Tuberculosis Test

Those employees required by state law to furnish a statement of freedom from communicable tuberculosis shall do so as a condition of entering employment. The statement will be on a form provided by the Michigan Department of Public Health, (K-708) completed in full, and signed by a physician licensed to practice in Michigan or by a local health department official. The statement shall be valid for three (3) years from the date of signing. Those employees shall hold a valid statement during their period of employment. The original statement, or a

photocopy, shall be filed with the employee's personnel record and shall be available for examination by public health department personnel. If an employee fails to comply with the state law, administrators will take appropriate disciplinary action.

3.5 Professional Qualifications

- A. When hiring personnel for bargaining unit positions, the Board shall give preference to certified teachers on layoff from other school districts where MEA-NEA Local 1 is the bargaining agent unless there are certified Center Line teachers on layoff and eligible for recall.
- B. New teachers hired for a regular teaching assignment will hold at least a bachelor's degree from an accredited college or university and a provisional, permanent or professional certificate.
- C. Exceptions to the above will be limited to vocational education personnel who do not hold a degree but are fully certified by the state in their vocational area.
- D. The Board and Association recognize the value of professional growth in the continuing effort to provide quality education. Teachers are encouraged to participate in activities that promote professional growth. The Board will provide the opportunity for teachers to become involved in local staff development activities, and teachers are encouraged to take advantage of Macomb Teacher Center Programs. Teachers are also encouraged to complete a minimum of one graduate course in the field of reading or their teaching field every five (5) years.

3.6 Special Reserve Teacher/Substitute Teacher

- A. The Administration will have an adequate supply of certified substitute teachers available so that calling on regular teachers for substitute duty will not be done except in emergencies.
- B. For the duration of this contract, the Board of Education will continue the position entitled "Special Reserve Teacher." A teacher in this position will serve as a daily substitute teacher or as a substitute teacher in a long-term assignment. The Special Reserve Teacher may also be assigned to other professional responsibilities similar to those assigned to teachers in the past. Teachers on layoff will be offered this position in order of seniority. Voluntary refusal of the position will not jeopardize future recall or position rank on the layoff list. Bargaining unit status will continue and unemployment compensation status will not be jeopardized. A teacher accepting this position will receive the following salary and benefits:
 - 1. Rate of pay at 0 Step, BA Lane.
 - 2. Fringe benefits as provided for in the Master Agreement.
 - 3. Continuation of seniority.
 - 4. One year of credit on the salary schedule for each year in the position.
- C. The Association recognizes the responsibility of its membership to service and supervise children when unusual circumstances cause all or part of a class to be without a teacher. Substitute pay will not apply in this area.
- D. In addition to lesson plans, teachers will provide substitute teachers with a kit containing adequate information such as seating charts, schedules, and lunch procedures for the job conditions of the day.

Section 4. PROFESSIONAL, PERSONAL LEAVES

4.1 Absence Policy

- A. This Absence Policy provides for payment for absence due to reasons stated below. While teachers do not have a right to these days, it is not the purpose to establish or sanction an annual period of absence to which an employee is entitled. Thirteen (13) days absence without loss of salary will be allowed each year for the following reasons: (Leave Days are pro rated for part time employees)
1. Personal illness or quarantine.
 2. Illness in immediate family.
 3. Death of a relative or close friend.
 4. Personal Business - Shall be limited to those matters that cannot be scheduled outside of school hours. Approval by the Superintendent will be required the day before or after a holiday.
 5. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or lice, shall suffer no loss of compensation and shall not be charged with loss of personal sick leave time if the sickness is judged to be job-related.
 6. Members of the sick bank will have three (3) days credited to them at the beginning of each school year. At the end of the last day of each month, one (1) day will be earned by the employee to a total yearly allocation of twelve (12) days.

Non-members of the sick bank will have four (4) days credited to them at the beginning of each school year. At the end of the last day of each month, one (1) day will be earned by the employee to a total yearly allocation of thirteen (13) days.

An employee with an extended illness (5 consecutive days) may use the current school year allocation of sick leave days subject to a medical physician's verification. Newly hired teachers will be credited their total yearly allocation of sick leave days at the beginning of the school year for the first two years of employment. In the third and subsequent years, the above shall apply.
- B. The unused portion of the thirteen (13) days shall be added to the employee's sick leave reserve at the close of each school year. This reserve may be built up to an unlimited number and shall be available to the employee for use as stated in A. above. Absence occurring after accumulated leave days have been used will be considered absence without pay.
- C. Any teacher who uses a leave day shall file the appropriate leave form in triplicate within three (3) school days after return from absence. If a teacher fails to file the appropriate leave form within ten (10) school days, administrators will take appropriate disciplinary action.
- D. If a teacher falsifies information on the above mentioned form, administrators will take appropriate disciplinary action.
- E. Teachers shall exercise sound professional judgement in utilizing personal business days. When possible, personal business matters should be scheduled outside school hours. Personal business shall not exceed four (4) days.
1. Requests for personal business days must be made forty-eight (48) hours in advance except in an emergency.

2. Requests for two (2) or more consecutive personal business days must have prior approval of the Superintendent.
 3. In exceptional situations, the Superintendent will have the right to grant more than four (4) assigned personal business days providing that the requesting teacher agrees to take the day without pay.
 4. Personal business days may not be used as vacation days, nor the day before or the day after vacation days as defined by the school calendar. The Superintendent may approve requests under exceptional situations.
- F.
1. When an absence of five (5) consecutive days occurs, an appropriate verification by physician will be provided. In case of dispute over the inability to work, the Board shall be entitled to a medical examination of the person by a certified physician who shall be acceptable to the Superintendent and the Association. The Board shall pay the fees of this physician. The teacher will not be charged sick leave for such time as shall be used for the examination. The decision of the examining physician as to the teacher's ability or inability to work shall be a final and binding determination.
 2. In cases of absenteeism where there is reasonable cause for suspected substance abuse, the Administration will notify the Association, and the teacher, of the reasons for suspecting abuse and request appropriate verification from a physician.
- G. When a teacher is absent because of illness or accident covered under the Workers' Compensation Act, the Board will pay the difference between the lost-time compensation received under the Workers' Compensation Act and the teacher's regular salary and in turn will charge only that portion of time to the teacher's sick leave as is paid in salary. When a teacher's personal sick leave, including the Sick Leave Bank provision, is exhausted, the long-term disability provision provided in the contract will apply after one hundred eighty (180) calendar days.
- H. A teacher called for jury duty will not be charged for absence in his/her accumulated leave and will receive in compensation the difference between his/her regular pay and jury duty. When summoned to jury duty, teachers should respond to such summons as directed. Classroom teachers may request to be excused from jury duty or to serve their jury duty at a time other than during the school year. Letters to support such requests may be obtained from the Administration.
- I. Teachers will not be charged with a day of absence if their absence is due to an unscheduled delay directly connected with a student activity.
- J. A teacher absent from school due to a religious observance shall have such days charged against either his/her accumulated sick leave days or personal business days, the option being the teacher's.
- K. A teacher absent from school due to the adoption of a child may choose to have up to ten days charged against his/her accumulated sick leave and/or personal business days.

4.2

Sick Leave Bank Policy

- A. The Board will continue the operation of a Sick Leave Bank on a voluntary basis.
1. Membership:
 - a. ALL employees represented by the CLEA/MEA-NEA Local 1 bargaining unit.
 - b. ALL members of the Center Line Administrative Council (CLAC).
 - c. Administrative Assistant to the Superintendent and Executive Secretary for Administrative Services.

2. Participation:

Members of the Sick Bank are only eligible to participate for their personal illness/disability.

- B. Each employee enrolling in the Bank will donate one (1) day of his/her sick leave to the Bank each year until the Bank is built up to a maximum of one thousand five hundred (1,500) days. No more days will be added to this maximum until the Bank is depleted to one thousand (1,000) days. If the Bank is depleted to five hundred (500) days, two (2) days will be deducted the following year from each member's sick leave to bring the number of days up to one thousand five hundred (1,500) days.
- C. Additions will be made to the Bank as needed according to the above limitations.
- D. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
- E. The first twenty (20) days of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick leave or absence without pay.
- F. A teacher with up to five (5) years of service to the district will not be able to withdraw days from the Sick Leave Bank until all but ten (10) days of his/her accumulated sick leave days are depleted. A teacher with five (5) years or more of service to the district will not be able to withdraw days from the Sick Leave Bank until all but twenty (20) of his/her accumulated sick leave days are depleted.
- G. A maximum of one hundred five (105) days each school year can be drawn by one individual from the Bank.
- H. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.

4.3

Leaves of Absence

- A. Leave of Absence requests will be considered on their individual merit. This leave is granted with the understanding that if the position left is not open, the teacher may be placed in any position for which he/she is qualified. The teacher must notify the Board of his/her intent to return by April 1. Teachers granted a one-year leave may request an additional year. Such request should be made by April 1.
- B. Teachers on Leave of Absence who do not notify the Board of their intentions for the forthcoming school year by April 1 will not be eligible for leave renewal.
- C. FAMILY AND MEDICAL LEAVE - (FMLA)

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993.

All requests for such leave will be made to the Assistant Superintendent.

When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable.

Proper certification of the reason for the leave must be provided.

All time on a leave (see Section 4) which falls under Family Medical Leave Act (FMLA) definitions, will be counted toward FMLA leave time.

At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave or an equivalent position.

4.4 Noncompensable Leaves of Absence

A. Leaves With Increment

1. Peace Corps, Teacher Corps, Job Corps, or Exchange Teaching Programs.

A Leave of Absence without pay of one year may be granted to any tenure teacher, upon application, for the purpose of participating in the Peace Corps, Teacher Corps, Job Corps, or Exchange Teaching Programs as a full-time participant in such program.

2. Military Leave

A Military Leave of Absence shall be granted to any teacher who shall be inducted, recalled from active or inactive reserve duty, or shall enlist for military duty in any branch of the armed forces or the National Guard of the United States. Upon return, the employee will be returned to his/her position held prior to the leave or an equivalent position. The teacher will be given full credit for seniority and salary purposes for all time up to one (1) year spent on the Military Leave of Absence.

3. Child Care

A Leave of Absence shall be granted to any teacher for the purpose of child care or care for a family member suffering physical or emotional illness or disability. (Family member shall be defined by the United States Internal Revenue Service.) This leave will also be granted in cases of adoption. The teacher shall be given one-half year credit for seniority and salary purposes for the semester during which the leave commences.

B. Leaves Without Increment

1. Study

A Leave of Absence of one (1) year may be granted to any tenured teacher, upon application, for the purpose of engaging in study reasonably related to his/her professional responsibilities at an accredited college or university.

2. Travel

A Leave of Absence of one (1) year may be granted to any tenured teacher, upon application, for cultural travel or a work program related to his/her professional responsibilities.

3. Professional or Public Service Leave

Leaves of Absence without pay shall be granted, upon application, for the purpose of holding elected or appointed office in the Association, NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, MEA-NEA Local 1, or for members elected or appointed to full-time public office. The leave will coincide with the length of each term of office.

4. Medical Leave

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available (including sick leave days and Sick Leave Bank) shall be granted a Leave of Absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed by the Board upon written request of the teacher for the duration of such illness or temporary disability. Requests for such extension must be until the end of the next school year (June). Extensions may be granted for two (2) years. Conditions for returning will be the same as in Section 4.3.

5. Pregnancy- Related Disability, Maternity and Child Rearing Leaves

a. Pregnancy-Related Disability

1. A pregnant teacher shall provide a physician's certificate to the Superintendent indicating the estimated date of delivery. It is presumed that a teacher is able to teach until the birth of the child. A teacher who is pregnant may continue employment as late into pregnancy as desired provided she is able to perform regularly-assigned duties.
2. In the event a teacher shall be certified by a physician (or in the case of dispute, by the examining physician) that she is unable to work, she shall be entitled to use accumulated sick leave pay benefits and have access to the Sick Leave Bank provisions.
3. Following childbirth, the teacher shall be eligible for all sick leave benefits for the period of pregnancy-related disability. The teacher shall provide the Board a statement from the attending physician defining the period of pregnancy-related disability. Disability related to pregnancy shall be governed by the provisions of Sections 4.1 and 4.2.
4. Unless the teacher has requested and been granted a Child Rearing Leave as hereinafter defined, the teacher shall return to work upon the termination of the disability period.

b. Maternity Leave

1. A teacher who is pregnant shall be entitled, upon request, to a Maternity Leave from the commencement of her pregnancy to the birth of her child. A Maternity Leave shall be without pay or benefits.

c. Child Rearing Leave

1. A Child Rearing Leave beginning within one year of the birth of the child shall be granted to teachers upon request. Such leave shall commence either upon submission of a physician's statement that the pregnancy-related disability period has ended, or following Board action. Such leaves shall be granted for the remainder of the school year and shall be renewable for an additional year upon request of the teacher. A Child Rearing leave that does not fall into the above time period may be granted upon request.
2. Requests for Child Rearing Leaves shall be made as soon as practicable. Application for such leaves shall be made at least two (2) months prior to scheduled commencement. However, if the leave request is related to child adoption or the birth of the child should occur prematurely, such time limits shall be waived.
3. Such leaves shall be granted without pay, seniority, or benefits. If a teacher on Child Rearing Leave chooses to return prior to the expiration of the leave, the teacher must declare the intention to return in writing to the Superintendent no later than ninety (90) days prior to her intended return. A teacher returning from a Child Rearing Leave will be placed in the first available vacant position as described in accordance with Section 2.6, A.
4. A teacher on Maternity and/or Child Rearing Leave shall not be denied the opportunity to substitute in the school district by reason of the fact that the teacher is on such Leave of Absence.

6. Personal Leave

A leave of absence of one (1) year without pay or benefits may be granted to any teacher, upon application, for the teacher's personal use. Personal Leaves may be granted for a teacher to try another occupation. Leaves request will be considered on their individual merit, program, and staffing needs of the school district.

Section 5. COMPENSATION AND BENEFITS

5.1 Retirement

A. Beginning July 1, 2004, an employee retiring under the provisions of the Michigan Public School Employees Retirement Act after being employed at least ten (10) years in the district shall receive severance pay as follows:

1. Accumulated sick days will be paid out at the rate of \$35 per day.
2. In addition, an amount equal to one-half percent (.5% or .005) of the base salary (Appendix A) multiplied by (total years of service to the district minus 10 years) will be paid to the employee.

5.2 Hospitalization, Medical, Dental, Life and LTD Insurance

A. Teachers who wish hospitalization and medical protection will receive:

1. Blue Cross/Blue Shield Community Blue I PPO plan. Additional riders include coverage for preventative care up to \$500 per person and an increase in Mental Health benefits from 50% to 80%. The prescription drug rider shall include a \$10.00 co-payment for generic and non-generic drugs for the 2006-07 and 2007-08 contract years. A \$10.00 co-payment for generic and a \$20.00 co-payment for non-generic drugs for the 2008-09 contract year. Additional riders to the prescription drug card are contraceptive drug coverage, a mail-order option of two co-payments for a 90 day supply of prescription drugs, and the MAC {Maximum Allowable Cost} mandatory generic drug rider.
2. Providing that there is no additional cost, the Board shall provide Exact Fill coverage along with Medicare premiums for each teacher and his/her dependents eligible for Medicare.
3. If a national health insurance program is instituted by action of Congress, government agency, or if a regional pooling effort approved by the State of Michigan is instituted during the life of this Agreement, the parties hereto shall meet to discuss this Article.

B. The Board shall provide dental insurance without cost to the teachers as follows:

1. All teachers not having dental insurance through their spouse will receive a dental insurance plan at the level of 80 80 80 with a maximum of one thousand five hundred dollars (\$1,500) for Class I (Diagnostic and Preventive), II (Restorative, Endodontic & Periodontal), and III (Prosthodontic) services and one thousand five hundred dollars (\$1,500) lifetime maximum for a 60% Class IV (Orthodontics) Services for dependents to age 19.
2. All teachers receiving dental insurance through their spouse, whether internally or externally coordinated, will receive a dental plan at the level of 50 50 50 for themselves and their dependents with a maximum of one thousand five hundred dollars (\$1,500) for Class I, II and III services and one thousand dollars (\$1,000) lifetime maximum for 60% Class IV services (Orthodontic) Services for dependents to age 19.

- C. The Board shall provide Long-Term Disability Insurance. The one hundred eighty (180) day plan shall be provided, which includes a 60% benefit with a four thousand five hundred dollars (\$4,500) monthly maximum income benefit. The Board shall provide the health insurance contained in Section A for the first two years of disability.
- D. The Board shall purchase supplementary group life insurance which shall provide the teacher life insurance protection equal to forty thousand dollars (\$40,000) with an equal AD&D provision.
- E. The Board will provide family optical coverage comparable to that provided under National Vision Administrators (NVA) Plan (Appendix I). CLEA members will be reimbursed out of pocket expense for the following items:
- Frames up to \$280 out of pocket charges
 - Contact Lens Exam/fitting fee up to \$50
- F. For teachers who do not wish hospitalization and medical protection, the following options program will be made available at no cost to the teacher:
1. Life insurance which will provide the teacher life insurance protection to a total of fifty thousand dollars (\$50,000) with an equal AD&D provision commencing September 1, 1981. (In lieu of Section 5.2, D.)
 2. And 100% of eligible out of pocket vision expenses.
- G. No cash payment will be made to the employee in lieu of the insurance.
- H. These plans are available only to instructional employees who are under contract. No payment will be made during leaves of absence. The district will extend through August 31 of the current school year health, dental, and optical insurance for those employees who complete the school year. Those employees who retire from Center Line Public Schools prior to the end of the school year will have health insurance extended through the transition period to the Michigan Public School Employees Retirement System. This extension for retirees will be for a maximum of two (2) months.
- I. With the exception of the Association president, fringe benefits will be prorated for part-time teachers. The teacher will pay the difference between the amount the Board pays and the full premium rate, provided however:
1. Wherever possible, part-time positions shall be combined into full-time positions.
 2. Members of the bargaining unit presently (1980) assigned to part-time positions shall be grandfathered, and therefore, receive full fringe benefits until reassigned to full-time positions.
 3. No part-time teacher shall be required to participate in or contribute to any fringe benefit program.
 4. A teacher holding a part-time position shall be entitled to apply any or all the prorated portion of the Board's fringe benefits toward the full cost of those fringe benefits selected by the teacher.
 5. A teacher shall be entitled to refuse a part-time teaching assignment without losing any of his/her employment rights or status with the district, nor will the employer challenge the employee's right to collect unemployment compensation.
- J. All carriers shall be named and remain as named for the life of this contract by a letter of understanding. If carriers are changed by the Board of Education during the life of this contract, the matter is subject to the grievance procedure.

5.3

Salary Schedule and Extra Compensation

All appendices referred to are incorporated herein and made a part of this Agreement.

- A. The teachers' base salary schedule is shown in Appendix A.
- B. A full cost-of-living adjustment will be provided as shown in Appendix B.
- C. A longevity increment of Five Hundred Seventy-five Dollars (\$575) will be paid at the beginning of the 16th and 21st year of service to the district. Longevity increments of Three Hundred Dollars (\$300) will be added and paid at the beginning of the twenty-sixth year and each 5th year thereafter. (26th, 31st, 36th etc).
- D. The Board will allow each teacher the option to be paid 1/26 of his/her scheduled salary every two weeks for twenty-six (26) pay periods or 1/20 of his/her scheduled salary every two weeks for twenty (20) pay periods beginning with the 2004-2005 school year. The only exception to this will be teachers retiring or terminating their employment with the district. Written notification of a change from one option to the other must be received in the payroll office by June 30 prior to implementation of the change.
- E. One day's pay shall be considered as 1/184 of the annual salary for the school year. This will be used for determining deductions for absence without pay, and at all other times when a daily rate must be computed.
- F. In determining the salary of a teacher, experience received outside of the district shall be credited at full credit up to a maximum of four (4) years of the basic schedule and half credit of an additional maximum of four (4) years.

Exceptions to the above may be made with written consent of the Association President.

- G. Vocational personnel not holding a degree but fully certified by the state will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one-half year for every year of work experience beyond ten (10) years.
- H. The Association recognizes that in critical areas it may be necessary for the Board to exceed the salary schedule to hire personnel for a comprehensive program. In such cases the Association will be consulted.
- I. Bachelor's plus 20 semester hours (30 term hours) schedule will be paid to those persons who have earned such hours after completion of requirements for a bachelor's degree and provisional certification. No person who was paid on the schedule during the 1972-73 school year shall be refused payment if his/her credits do not meet the above specifications.
- J. A Master's plus 20 semester hours (30 term hours) schedule will be paid to those persons who possess a Master's Degree and thereafter earn additional academic credit hours entitling them to placement on the Master's + 20 salary lane.
- K. Post Master's schedule shall be paid to those persons already being paid on that scale, for Educational Specialist Degree, for 30 semester hours toward a Doctoral Degree, for 30 semester hours beyond a Master's Degree in field taught, or for a second Master's Degree earned with 30 semester hours work above first Master's.
- L. Semi-annual adjustments for salary lane changes will be made for teachers who qualify. These salary adjustments will be implemented for the full year in the fall and for a half year at mid-year. For full-year adjustments, teachers must notify the Superintendent by no later than the second Friday after school

commences in the fall. For half-year adjustments, teachers must notify the Superintendent by no later than the second Friday in February. Documentation to the Superintendent must be provided by the teacher as soon as possible.

- M. Coaches for the interscholastic sports program will be paid as specified in Appendix C.
- N. The Board shall have the right to exceed the salary schedule when special programs demand substantial amounts of extra time on the part of individual teachers. Payment for these programs is shown in Appendix D.
- O. A bank of money (see Appendix D) will be set aside for club sponsors who will be paid according to criteria established jointly by Administration and the Association.
- P. Extra compensation for certain specialized services is shown in Appendix E.
- Q. The Board and Association agree that some supervisory responsibilities for extracurricular activities are a part of the teaching job and should be distributed equitably among the teaching staff insofar as possible. Because of their nature and distribution, certain of these responsibilities will be compensated for as shown in Appendix F.
- R. Compensation for special teaching duties outside of school hours, summer, and substitute duties is shown in Appendix G.
- S. The rate of pay for special summer assignments at the date such assignment commences shall remain the same for the duration of that assignment.

Section 6. OTHER

6.1 Code of Ethics

The Association subscribes to the Code of Ethics as adopted by the Michigan Education Association Representative Assembly and will support its enforcement among and with the teachers it represents. Infractions may be brought to the attention of the Ethics Committee of the Association for its consideration and possible recommendation. This clause will in no way affect the power of the Board to discipline its employees for infractions of the rights, restrictions, and responsibilities of this contract.

6.2 Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, color, religion, national origin or ancestry, gender, age, disability, height, weight, marital status or membership in or association with the activities of any employee organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every pupil enrolled in the public schools without regard to race, color, religion, national origin or ancestry, gender, age, disability, height, weight, marital status, and to seek to achieve full equality of educational opportunity to all pupils.

6.3 No Strike Agreement

The Association recognizes that strikes, as defined by Act 379 of the Public Acts of 1965, State of Michigan, by the teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by good faith bargaining, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that it shall not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Board by any teacher or group of teachers during the term of this Agreement.

6.4 Negotiation Procedures

Within ninety (90) days prior to the expiration of this Agreement, upon written request of either party, the parties will promptly meet to begin negotiating a new agreement. In response to reasonable requests, the Board agrees to furnish the Association all the information that will assist the Association in developing intelligent, accurate, informed, and constructive programs, together with information which may be necessary for the Association to process any grievances or complaint and necessary to the bargaining process.

6.5 Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet no later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

6.6 Term of Agreement

This Agreement between the Board of Education of the Center Line Public Schools and MEA-NEA Local 1 shall remain in full force and effect from the 1st day of August 2006 until and including the 31st day of August 2009.

6.7

Contract Ratification

The signatures affixed to this Master Agreement between the Board and the Association verify the ratification of the Agreement by both parties.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized, on the 21st day of September, 2006 by the Board and on the 9th day of October, 2006 by MEA-NEA Local 1.

FOR THE BOARD:

Scott Morrell
President

Thomas Laskowski
Witness

Ronald Nelson
Secretary

Corrine M. Birko

FOR THE ASSOCIATION:

Michael E. LaBuhn
President, MEA/NEA Local 1

William Schmidt
Executive Director, MEA/NEA Local 1

Starlette Curley
President, CLEA

**APPENDIX A-1
Teacher's Salary Schedule
2005 - 2006**

Years Credit on Schedule	B.A. Degree	B.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	M.A. Degree	M.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	Post Master's (5.3N)
0.0	39,410	40,764	44,559	45,833	47,449
0.5	41,278	42,636	47,177	47,826	50,227
1.0	43,144	44,509	48,477	49,819	51,600
1.5	45,020	46,377	49,849	51,227	53,058
2.0	46,882	48,255	51,203	52,623	54,525
2.5	48,069	49,426	52,660	54,113	56,061
3.0	49,241	50,601	54,105	55,601	57,595
3.5	50,474	51,837	55,637	57,177	59,223
4.0	51,446	52,800	56,879	58,451	60,563
4.5	52,735	54,090	58,484	60,108	62,277
5.0	54,283	55,653	60,390	62,061	64,297
5.5	55,653	57,018	62,079	63,813	66,112
6.0	57,008	58,364	63,804	65,577	67,930
6.5	58,426	59,785	65,599	67,419	69,853
7.0	59,851	61,217	67,406	69,266	71,769
7.5	61,348	62,710	69,316	71,225	73,807
8.0	62,840	64,207	71,211	73,180	75,829
8.5	64,416	65,782	73,208	75,245	77,976
9.0	65,987	67,346	75,237	77,312	80,104
9.5	67,645	69,000	77,362	79,499	82,366
10.0	69,295	70,647	79,484	81,678	84,643

APPENDIX A-2
Teacher's Salary Schedule
2006-2007
1.5% Increase

STEP	B.A.	BA +20	MA	MA+20	PM
0.0	40,001	41,375	45,227	46,520	48,161
0.5	41,897	43,276	47,885	48,543	50,980
1.0	43,791	45,177	49,204	50,566	52,374
1.5	45,695	47,073	50,597	51,995	53,854
2.0	47,585	48,979	51,971	53,412	55,343
2.5	48,790	50,167	53,450	54,925	56,902
3.0	49,980	51,360	54,917	56,435	58,459
3.5	51,231	52,615	56,472	58,035	60,111
4.0	52,218	53,592	57,732	59,328	61,471
4.5	53,526	54,901	59,361	61,010	63,211
5.0	55,097	56,488	61,296	62,992	65,261
5.5	56,488	57,873	63,010	64,770	67,104
6.0	57,863	59,239	64,761	66,561	68,949
6.5	59,302	60,682	66,583	68,430	70,901
7.0	60,749	62,135	68,417	70,305	72,846
7.5	62,268	63,651	70,356	72,293	74,914
8.0	63,783	65,170	72,279	74,278	76,966
8.5	65,382	66,769	74,306	76,374	79,146
9.0	66,977	68,356	76,366	78,472	81,306
9.5	68,660	70,035	78,522	80,691	83,601
10.0	70,334	71,707	80,676	82,903	85,913

APPENDIX A-3
Teacher's Salary Schedule
2007-2008
2.5% Increase

STEP	B.A.	BA +20	MA	MA+20	PM
0.0	41,001	42,409	46,358	47,683	49,365
0.5	42,944	44,358	49,082	49,757	52,255
1.0	44,886	46,306	50,434	51,830	53,683
1.5	46,837	48,250	51,862	53,295	55,200
2.0	48,775	50,203	53,270	54,747	56,727
2.5	50,010	51,421	54,786	56,298	58,325
3.0	51,230	52,644	56,290	57,846	59,920
3.5	52,512	53,930	57,884	59,486	61,614
4.0	53,523	54,932	59,175	60,811	63,008
4.5	54,864	56,274	60,845	62,535	64,791
5.0	56,474	57,900	62,828	64,567	66,893
5.5	57,900	59,320	64,585	66,389	68,782
6.0	59,310	60,720	66,380	68,225	70,673
6.5	60,785	62,199	68,248	70,141	72,674
7.0	62,268	63,688	70,127	72,063	74,667
7.5	63,825	65,242	72,115	74,100	76,787
8.0	65,378	66,799	74,086	76,135	78,890
8.5	67,017	68,438	76,164	78,283	81,125
9.0	68,651	70,065	78,275	80,434	83,339
9.5	70,377	71,786	80,485	82,708	85,691
10.0	72,092	73,500	82,693	84,976	88,061

APPENDIX A-4
Teacher's Payout Schedule
2008-2009
3.0% Increase

STEP	B.A.	BA +20	MA	MA+20	PM
0.0	42,231	43,681	47,749	49,113	50,846
0.5	44,232	45,689	50,554	51,250	53,823
1.0	46,233	47,695	51,947	53,385	55,293
1.5	48,242	49,698	53,418	54,894	56,856
2.0	50,238	51,709	54,868	56,389	58,429
2.5	51,510	52,964	56,430	57,987	60,075
3.0	52,767	54,223	57,979	59,581	61,718
3.5	54,087	55,548	59,621	61,271	63,462
4.0	55,129	56,580	60,950	62,635	64,898
4.5	56,510	57,962	62,670	64,411	66,735
5.0	58,168	59,637	64,713	66,504	68,900
5.5	59,637	61,100	66,523	68,381	70,845
6.0	61,089	62,542	68,371	70,272	72,793
6.5	62,609	64,065	70,295	72,245	74,854
7.0	64,136	65,599	72,231	74,225	76,907
7.5	65,740	67,199	74,278	76,323	79,091
8.0	67,339	68,803	76,309	78,419	81,257
8.5	69,028	70,491	78,449	80,631	83,559
9.0	70,711	72,167	80,623	82,847	85,839
9.5	72,488	73,940	82,900	85,189	88,262
10.0	74,255	75,705	85,174	87,525	90,703

APPENDIX A-5
Teacher's Final Salary Schedule
2008-2009
1.0% Increase

STEP	B.A.	BA +20	MA	MA+20	PM
0.0	42,653	44,118	48,226	49,604	51,354
0.5	44,674	46,146	51,060	51,763	54,361
1.0	46,695	48,172	52,466	53,919	55,846
1.5	48,724	50,195	53,952	55,443	57,425
2.0	50,740	52,226	55,417	56,953	59,013
2.5	52,025	53,494	56,994	58,567	60,676
3.0	53,295	54,765	58,559	60,177	62,335
3.5	54,628	56,103	60,217	61,884	64,097
4.0	55,680	57,146	61,560	63,261	65,547
4.5	57,075	58,542	63,297	65,055	67,402
5.0	58,750	60,233	65,360	67,169	69,589
5.5	60,233	61,711	67,188	69,065	71,553
6.0	61,700	63,167	69,055	70,975	73,521
6.5	63,235	64,706	70,998	72,967	75,603
7.0	64,777	66,255	72,953	74,967	77,676
7.5	66,397	67,871	75,021	77,086	79,882
8.0	68,012	69,491	77,072	79,203	82,070
8.5	69,718	71,196	79,233	81,437	84,395
9.0	71,418	72,889	81,429	83,675	86,697
9.5	73,213	74,679	83,729	86,041	89,145
10.0	74,998	76,462	86,026	88,400	91,610

Reflective of the ending salary schedule for 2008-2009 which includes the September payout of 1%.

APPENDIX B

1989-90 Salary Schedule

At the beginning of the 1989-90 school year, there will be a six percent (6%) increase at every step and lane of the salary schedule. In June of 1990, there will be a cost-of-living adjustment based on the following formula:

Each teacher shall receive a cost-of-living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the revised consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereinafter referred to as the CPI. The amount of the deferred salary increases shall be the dollar equivalent of the percentage increase—rounded to the nearest one-tenth of one percent—of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April 1988 from the CPI of April 1989, and the remainder shall then be divided by the CPI of April 1988. The resulting amount of money shall then be paid, rounded to the nearest \$1, to each teacher no later than June 30, 1990. Such payment shall be made a part of the teacher's regular 1989-90 salary and folded into the 1989-90 salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The limit of the increase from this computation shall be 1.1% (no less than 1.1% will be paid June 30, 1990).

EXAMPLE: April 1988 Detroit CPI 210
 April 1989 Detroit CPI 218

 218 divided by 210 = 1.0381
 Cap of 1.1%
 Multiply each step on the salary schedule by 1.1%

(Appendix B does not apply to this successor Master Agreement)

**Appendix C
Coaches Pay Schedule
2006 - 2009**

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
0	A	2,495	2,105	1,622
	B	3,076	2,596	2,003
	C	3,654	3,089	2,370
	D	4,236	3,579	2,751
	E	4,823	4,067	3,127
1	A	2,627	2,222	1,710
	B	3,236	2,734	2,105
	C	3,849	3,255	2,506
	D	4,464	3,771	2,905
	E	5,068	4,285	3,300
2	A	2,761	2,336	1,800
	B	3,408	2,878	2,220
	C	4,048	3,418	2,637
	D	4,688	3,968	3,055
	E	5,338	4,503	3,491
3	A	2,911	2,456	1,896
	B	3,584	2,997	2,332
	C	4,264	3,603	2,776
	D	4,940	4,177	3,210
	E	5,614	4,755	3,650
4	A	3,062	2,580	1,991
	B	3,775	3,188	2,454
	C	4,490	3,781	2,913
	D	5,206	4,390	3,379
	E	5,913	4,993	3,846
5	A	3,217	2,721	2,096
	B	3,971	3,359	2,580
	C	4,720	3,992	3,066
	D	5,470	4,628	3,561
	E	6,217	5,263	4,048
6	A	3,392	2,866	2,209
	B	4,181	3,535	2,718
	C	4,966	4,203	3,236
	D	5,758	4,866	3,756
	E	6,516	5,534	4,271

APPENDIX C

Coaches Pay Schedule (continued)
2006 - 2009

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
7	A	3,579	3,011	2,327
	B	4,408	3,712	2,866
	C	5,240	4,415	3,408
	D	6,072	5,127	3,946
	E	6,904	5,825	4,490
8	A	3,760	3,161	2,444
	B	4,644	3,923	3,010
	C	5,513	4,645	3,584
	D	6,395	5,389	4,151
	E	7,265	6,120	4,720
9	A	3,967	3,334	2,573
	B	4,882	4,112	3,164
	C	5,800	4,893	3,772
	D	6,725	5,666	4,367
	E	7,649	6,445	4,966
10	A	4,164	3,510	2,712
	B	5,140	4,338	3,337
	C	6,109	5,144	3,970
	D	7,081	5,971	4,604
	E	8,053	6,785	5,228

Coaches who would receive a reduction in their 1977-78 coaching pay on the above schedule would continue to be paid as provided in the 1976-77 Master Agreement. This provision shall pertain as long as any coach continues to coach the same sport he/she coached during the 1977-78 school year.

The categories are defined as follows:

- A - 8 - 9 weeks
- B - 10 - 11 weeks
- C - 12 - 13 weeks
- D - 14 - 15 weeks
- E - 16 - 17 weeks +

To determine the applicable category, determine the weeks from the first OFFICIAL contest to the date of the FINAL contest. To this, add four (4) additional practice weeks. If one runs official practices during summer weeks, the individual will be given double credit for those weeks (e.g., three weeks of practice equals six (6) weeks credit.) The maximum practice weeks allowable for credit -- four (4).

APPENDIX D
Special Programs

For those assignments that are not percentage based, the base has been increased 1.5% for 2006-2007, 2.5% for 2007-2008, and 3% for 2008-2009.

The following positions will be paid at the BA level, Step 0:

Cheerleading:	
Senior	5%
Middle School	2%
Safety Patrol	3%
Service Squad	1.5%
Senior Sponsors	4%
Junior Sponsors	4%
Sophomore Sponsors	3%
Freshman Sponsors	2%
Yearbook Sponsor	5% Middle School 8% *High School

*OR the teacher may elect a planning period for the 1st semester when both Yearbook and Journalism are taught by the same teacher. Otherwise, 5% of the B.A. level, Step 0 would be paid for the high school when Yearbook is not taught by the same teacher.

The bank of money for club sponsors will increase as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
	\$1,900	\$1,948	\$2,000

Other pay:

Drama Club	7%		
Assistant Drama Club	5%		
Directing Plays or Operettas (with approval of principal)	<u>2006-2007</u> \$112	<u>2007-2008</u> \$114	<u>2008-2009</u> \$118
Building Coordinator			
Elementary	\$559	\$573	\$590
Middle School	\$223	\$229	\$236
High School	\$223	\$229	\$236

APPENDIX E

Specialized Services

Co-op Coordinator 1/40 base salary per extra week

Secondary Band

6th Grade	1%
7th Grade	1%
8th Grade	2%
High School Band	4%
High School Marching Band	2%
High School Jazz Band	1% BA, Step 0

High School Vocal Teacher 5%

Counselor 1/40 base salary per extra week

Department Heads will receive \$3,000 and are subject to annual application, interview and selection process. A per section base amount will be paid for the first year in the position; rate will increase \$1 per year per section for each consecutive year served in the capacity.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$11.19	\$11.47	\$11.93

High School Area Reps (Physical Education/Health; Art; Foreign Language; Business):

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$271	\$278	\$286

APPENDIX F

Extracurricular Activities

For those assignments that are not percentage based, the base has been increased 1.5% for 2006-2007, 2.5% for 2007-2008, and 3% for 2008-2009.

Chaperoning pupils to sporting events away from home (including bus trip); monitoring concerts, plays, etc. (not including the selling of tickets); sponsoring bowling league.

		<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Chaperones.....	per event	\$13.40	\$13.70	\$13.98
Senior High Dances	per event	\$17.31	\$17.70	\$18.06
Middle School Dances	per event	\$14.69	\$14.94	\$15.32

APPENDIX G

Special Teaching Assignments

For those assignments that are not percentage based, the base has been increased 1.5% for 2006-2007 2.5% for 2007-2008, and 3% for 2008-2009.

Section 3.1, I - After school in-service: rate per hour - Leave time deducted if absent.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$14.65	\$15.01	\$15.46

Teaching special work session or summer school: per hour base amount for first year in position; \$0.35 increase per year for each consecutive year taught by the individual.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$13.98	\$14.33	\$14.76

High School Auditorium Supervisor: \$3,000 and subject to annual application and interview

Elementary Split Classes: Defined as a class where the teacher is required to deliver any two grade level curriculums (For example, third grade mathematics and fourth grade mathematics). Teachers will be paid \$2,000.

Lunchroom duty and social adjustment supervisor: per hour base amount for first year in position, will increase \$.25 per consecutive year performed by the individual.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$8.38	\$8.59	\$8.85

Extra Period Assignment: Secondary

One-fifth of base salary. The extra period (in lieu of planning period) shall be offered, within the confines of the building schedule, in seniority order to the eligible highly qualified teachers.

Faculty Manager: per year base amount for first year in position; this amount will be increased at the rate of \$100 per year of continuous service in this specific position. (Current employees would not be reduced in compensation.)

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
CL High School (per released hr.)			
Wolfe Middle School (per year)	\$2,236	\$2,291	\$2,360

Substituting for another teacher will be paid at the following rate per 50 minute period:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$32.14	\$32.94	\$33.93

Mileage for School Business: .16 per mile

Intramurals will be paid on the basis of a sliding scale:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
3 weeks	\$ 87.29	\$ 89.47	\$ 92.15
4 weeks	\$115.71	\$118.60	\$122.16
5 weeks	\$145.15	\$148.77	\$153.24
6 weeks	\$174.58	\$178.95	\$184.31
7 weeks	\$203.00	\$208.08	\$214.32
8 weeks	\$234.47	\$240.33	\$247.54

Swimming pool supervisor: per hour base amount for first year in position; will increase \$.25 per consecutive year performed by the individual.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$8.38	\$8.59	\$8.85

6th grade approved camp program: Per teacher/per year

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$55.89	\$57.28	\$59.00

Appendix H-1

**CENTER LINE PUBLIC SCHOOLS
2006-2007 CALENDAR**

MONTH/DATE	DESCRIPTION
2006	
AUGUST 30	Teachers Report – Professional Development (K-12) Staff Meetings will occur
SEPTEMBER 4 5 28	Labor Day Holiday – Schools Closed Students Report – ½ day a.m. for students; ½ day p.m. for staff to work in rooms Professional Development (K-12)
NOVEMBER 7 22 27	Professional Development (K-12) Thanksgiving Holiday Begins – No Teachers, No Students Classes Resume
DECEMBER 1 22	Records Day - Elementary and High School Professional Development – Middle School Holiday Recess Begins; No Teachers – No Students
2007	
JANUARY 3 15	Classes Resume Professional Development – Elementary and High School Records Day – Middle School
FEBRUARY 15 20	Winter Break; No Teachers – No Students Classes Resume
MARCH 9	Records Day
APRIL 6 16	Spring Break Begins; No Teachers, No Students Classes Resume
May 28	Memorial Day Holiday – Schools Closed
June 13 14	½ day Students, ½ day Records Final Records Day and Teacher Check Out

CENTER LINE PUBLIC SCHOOLS 2006 – 2007 SCHOOL CALENDAR Appendix H-2

AUGUST				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30 PD	31	

SEPTEMBER				
Mon	Tues	Wed	Thur	Fri
	5 ½ day ½ staff	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28 PD	29

OCTOBER				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7 PD	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER				
Mon	Tues	Wed	Thur	Fri
				1 RD
4	5	6	7	8
11	12	13	14	15
18	19	20	21	

JANUARY				
Mon	Tues	Wed	Thur	Fri
		3	4	5
8	9	10	11	12
15 PD	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY				
Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
	20	21	22	23
26	27	28		

MARCH				
Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9 RD
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	
16	17	18	19	20
23	24	25	26	27
30				

MAY				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
	29	30	31	

JUNE				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13 1/2 day 1/2 Rec	14 RD	15
18	19	20	21	22
25	26	27	28	29

JULY				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Instruction
 In-Service
 Vacation
 Records Day

***Please note Records Day change from March 2 to March 9 – Revised as of 08/31/06**

Appendix H-3

**CENTER LINE PUBLIC SCHOOLS
2007-2008 CALENDAR**

MONTH/DATE	DESCRIPTION
2007	
AUGUST 29	Teachers Report – Professional Development (K-12) Staff Meetings will occur
SEPTEMBER 3 4 27	Labor Day Holiday – Schools Closed Students Report – ½ day a.m. for students; ½ day p.m. for staff to work in rooms Professional Development (K-12)
NOVEMBER 6 21 26	Professional Development (K-12) Thanksgiving Holiday Begins – No Teachers, No Students Classes Resume
DECEMBER 7 24	Records Day - Elementary and High School Professional Development – Middle School Holiday Recess Begins; No Teachers – No Students
2008	
JANUARY 3 14	Classes Resume Professional Development – Elementary and High School Records Day – Middle School
FEBRUARY 14 19	Winter Break; No Teachers – No Students Classes Resume
MARCH 14 21 31	Records Day Spring Break Begins; No Teachers, No Students Classes Resume
May 26	Memorial Day Holiday – Schools Closed
June 11 12	½ day Students, ½ day Records Final Records Day and Teacher Check Out

CENTER LINE PUBLIC SCHOOLS 2007-2008 SCHOOL CALENDAR Appendix H-4

AUGUST				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29 PD	30	

SEPTEMBER				
Mon	Tues	Wed	Thur	Fri
	4 ½ day ½ staff	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27 PD	28

OCTOBER				
Mon	Tues	Wed	Thur	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER				
Mon	Tues	Wed	Thur	Fri
			1	2
5	6 PD	7	8	9
12	13	14	15	16
19	20	21 Gov Comp	22	23
26	27	28	29	30

DECEMBER				
Mon	Tues	Wed	Thur	Fri
3	4	5	6	7 RD
10	11	12	13	14
17	18	19	20	21

JANUARY				
Mon	Tues	Wed	Thur	Fri
			3	4
7	8	9	10	11
14 PD	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
	19	20	21	22
25	26	27	28	29

MARCH				
Mon	Tues	Wed	Thur	Fri
3	4	5	6	7
10	11	12	13	14 RD
17	18	19	20	21
31				

APRIL				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY				
Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
	27	28	29	30

JUNE				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11 1/2 day 1/2 Rec	12 RD	13
16	17	18	19	20
23	24	25	26	27
30				

JULY				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Instruction
 In-Service
 Vacation
 Records Day

Appendix H-5

**CENTER LINE PUBLIC SCHOOLS
2008-2009 CALENDAR**

MONTH/DATE	DESCRIPTION
2008	
AUGUST 27	Teachers Report – Professional Development (K-12) Staff Meetings will occur
SEPTEMBER 1 2 25	Labor Day Holiday – Schools Closed Students Report – ½ day a.m. for students; ½ day p.m. for staff to work in rooms Professional Development (K-12)
NOVEMBER 11 26	Professional Development (K-12) Thanksgiving Holiday Begins – No Teachers, No Students
DECEMBER 1 5 22	Classes Resume Records Day - Elementary and High School Professional Development – Middle School Holiday Recess Begins; No Teachers – No Students
2009	
JANUARY 5 12	Classes Resume Professional Development – Elementary and High School Records Day – Middle School
FEBRUARY 12 17	Winter Break; No Teachers – No Students Classes Resume
MARCH 13	Records Day
APRIL 10 20	Spring Break Begins; No Teachers, No Students Classes Resume
May 25	Memorial Day Holiday – Schools Closed
June 12 15	½ day Students, ½ day Records Final Records Day and Teacher Check Out

CENTER LINE PUBLIC SCHOOLS 2008 – 2009 SCHOOL CALENDAR Appendix H-6

AUGUST				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27 PD	28	

SEPTEMBER				
Mon	Tues	Wed	Thur	Fri
	2 ½ day ½ staff	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25 PD	26
29	30			

OCTOBER				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER				
Mon	Tues	Wed	Thur	Fri
3	4	5	6	7
10	11 PD	12	13	14
17	18	19	20	21
24	25	26 Fall Comp	27	28

DECEMBER				
Mon	Tues	Wed	Thur	Fri
1	2	3	4	5 RD
8	9	10	11	12
15	16	17	18	19

JANUARY				
Mon	Tues	Wed	Thur	Fri
5	6	7	8	9
12 PD	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11		
	17	18	19	20
23	24	25	26	27

MARCH				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11	12	13 RD
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7	8	9	
20	21	22	23	24
27	28	29	30	

MAY				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
	26	27	28	29

JUNE				
Mon	Tues	Wed	Thur	Fri
1	2	3	4	5
8	9	10	11	12 1/2 day 1/2 Rec
15 RD	16	17	18	19
22	23	24	25	26
29	30			

JULY				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Instruction
 In-Service
 Vacation
 Records Day

**Center Line Public
Schools**

And

MEA-NEA Local 1

**LETTERS OF
AGREEMENT**

**Letter of Agreement
Between
The Center Line Public Schools
And
MEA-NEA Local 1**

For the duration of the 2006-2008 Master Agreement between the Center Line Education Association and the Center Line Board of Education, \$21,000/year will be reimbursed to the district for the Association President.

FOR CENTER LINE PUBLIC SCHOOLS:

Thomas Laskowski 09/15/06
Assistant Superintendent Date
For Curriculum and Instruction

FOR MEA-NEA LOCAL 1:

John T. Duffy 09/15/06
CLEA President Date

**Letter of Agreement
Between
The Center Line Public Schools
And
MEA-NEA Local 1**

In recognition of the importance of the ACT at the high school level, the parties agree to form a committee to review the accommodations needed to successfully implement the ACT test. Each party shall be limited to no more than six representatives. The High School Principal will serve as chairperson and shall submit its report to the (Superintendent) and the Association no later than February 2, 2007.

The parties agree to meet and review the ACT testing recommendations.

FOR CENTER LINE PUBLIC SCHOOLS:

Thomas Laskowski 09/15/06
Assistant Superintendent Date
For Curriculum and Instruction

FOR MEA-NEA LOCAL 1:

John T. Duffy 09/15/06
CLEA President Date

**Letter of Agreement
Between
The Center Line Public Schools
And
MEA-NEA Local 1**

In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), the Professional Development Committee will work to assist teachers in becoming highly qualified in compliance with State and Federal regulations by the end of the 2005-2006 school year. This may include establishing portfolio guidelines.

The Committee shall consist of six (6) members, 3 appointed by the Association and 3 appointed by the Board. The Committee shall make determinations as to content and format of such meetings.

For the 2003-04, 2004-05, and 2005-06 school years, a commitment is made to dedicate at least 3 half days of professional development to assist teachers who need to become "highly qualified". If more time is needed beyond these hours, it will be the teacher's responsibility to accomplish the necessary coursework or testing.

The Association and the Superintendent or his/her designee shall meet before March 1 to review assignments as they relate to ESEA. The Board will reimburse for successfully passed tests any teacher takes to become "highly qualified".

In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), teachers will be required to be "highly qualified" in their area of teaching in compliance with State and Federal Regulations by the end of the 2005-06 school year. No teacher who is "highly qualified" for the position they occupy will be involuntarily reassigned to any position for which they do not meet such requirements.

In the event that the laws are repealed or amended so as not to require the concept of "Highly Qualified" this section shall be void.

FOR CENTER LINE PUBLIC SCHOOLS:

Scott Morrell 01/12/04
Board of Education Date

Mary Ann Blakely 01/08/04
Assistant Superintendent Date
For Administrative Services

FOR MEA-NEA LOCAL 1:

John T. Duffy 01/08/04
CLEA President Date

William Schmidt 01/15/04
Local 1 Executive Director Date

**CENTER LINE PUBLIC SCHOOLS
Macomb County, MI**

**Letter of Agreement
Between
Center Line Public Schools
And
MEA-NEA Local 1 for Center Line Education Association**

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning TECHNOLOGY COACHES.

1. A Technology Coach will be selected using the following guidelines:
 - a. A current staff member.
 - b. A bargaining unit member may serve as a Technology Coach.
 - c. Knowledgeable in the pedagogy of teaching.
 - d. Attendance at workshops beyond the school day may be required.
2. Compensation - \$18 per hour for bargaining unit member hours outside the "normal" work day. Hours in excess of 44 must have approval of the Technology Director. (Any bargaining unit member who uses preparation time would receive the extra compensation for that time.)
3. Selection or non-selection as a Technology Coach is non-grievable.
4. Technology Coaches who are not members of the bargaining unit are excluded from the recognition clause in our Master Agreement. The effective date of this Agreement is *February 16, 2000*.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

Gary T. Gasowski 02/04/2000
Board President (Date)

Richard J. Deneweth 02/16/00
CLEA President (Date)

Robert Tusset 02/14/00
Board Secretary (Date)

Gary E. Cynown 02/16/00
Local 1 President (Date)

**CENTER LINE PUBLIC SCHOOLS
Macomb County, MI**

**Letter of Agreement
Between
Center Line Public Schools
And
MEA-NEA Local 1 for Center Line Education Association**

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, (Association" or "Local 1") hereby agree to the following Letter of Agreement concerning CHARTER SCHOOLS.

The school district shall comply with the State of Michigan Public Act (Senate Bill No. 896) as it relates to charter schools. In the event that the Board of Education considers the authorization of a Public School Academy or Charter School as defined in the Michigan Statute, the MEA-NEA Local 1, Center Line Education Association will be given prior notice. The Association shall be provided an opportunity to negotiate on the impact of any district-authorized charter school.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

Richard Fabrikiewicz 02/13/95
Board President (Date)

Richard J. Deneweth 01/30/95
CLEA President (Date)

Gary Gasowski 02/27/95
Board Secretary (Date)

Leo Battaglia 01/30/95
Local 1 President (Date)

**CENTER LINE PUBLIC SCHOOLS
Macomb County, MI**

**Letter of Agreement
Between
Center Line Public Schools
And
MEA-NEA Local 1 for Center Line Education Association**

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or Local 1") hereby agree to the following Letter of Agreement concerning MENTORS.

The school district shall comply with P.A.s 59 and 60 of 1993. The district accepts its responsibility to select and assign a mentor for each probationary teacher.

1. A mentor will be selected, using the following guidelines:
 - a. A current staff member, a retired teacher or administrator from Center Line within the last three years.
 - b. Five years of classroom experience.
 - c. A bargaining unit member may serve as a mentor.
 - d. Knowledgeable in the pedagogy of teaching.
 - e. Attendance at workshops beyond the school day shall be voluntary.
2. Compensation - \$18 per hour for bargaining unit member hours outside the "normal" work day. Hours in excess of eight must have school district approval. (Any bargaining unit member who uses release time or preparation time would not receive extra compensation for that time.)
3. A mentor shall not be directly involved in the formal evaluation process.
4. A probationary teacher shall not be directly involved in the evaluation of his/her mentor.
5. Selection or non-selection as a mentor is non-grievable.
6. Mentors who are not members of the bargaining unit are excluded from the recognition clause in our Master Agreement. The effective date of this Agreement is 1995.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

Richard Fabrikiewicz 02/13/95
Board President (Date)

Richard J. Deneweth 01/30/95
CLEA President (Date)

Gary Gasowski 02/27/95
Board Secretary (Date)

Leo Battaglia 01/30/95
Local 1 President (Date)

**CENTER LINE PUBLIC SCHOOLS
Macomb County, MI**

**Letter of Agreement
Between
Center Line Public Schools
And
MEA-NEA Local 1 for Center Line Education Association**

The Center Line Public Schools Board of Education ("Board" and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning the MATH/SCIENCE CONSORTIUM.

1. The parties acknowledge that the Board is a participating district in the Math/Science Consortium programs at the Macomb Mathematics/Science Technology Center ("Math/Science Center").
2. The parties agree that up through the date of this agreement no staff member positions have been lost in the teacher bargaining unit covered by the Master Agreement between the parties as a result of the Math/Science Consortium. The Board agrees that no staff member in said bargaining unit shall be laid off or lose salary or fringe benefits as a result of the Board's participation in the Math/Science Consortium programs at the Math/Science Center.
3. Upon Written notification by the Association, the Board shall exercise its option to withdraw from the Math/Science Consortium as provided in the Macomb Mathematics/Science Technology Center Consortium Agreement. Such withdrawal shall not affect the Board's right to enter into new or different consortium agreements. The Association will be notified if the Board enters into a new Mathematics/Science Technology Center Consortium Agreement.
4. In the event that more than five (5) new students per year from the district seek to enroll in the Math/Science Consortium programs, the Board shall so advise the Association within five (5) days. Thereafter, upon the request of the Association, the Board shall meet and confer with the Association within five (5) days to negotiate as to the handling and/or ramifications of such students seeking to enroll in the Math/Science Consortium program.

The effective date of this Agreement is August 31, 1993.

FOR THE SCHOOL BOARD:

Richard Fabrikiewicz 03/28/94
Board President (Date)

Gary Gasowski 03/28/94
Board Secretary (Date)

FOR THE ASSOCIATION:

Richard J. Deneweth 03/16/94
CLEA President (Date)

Leo Battaglia 03/16/94
Local 1 President (Date)

**CENTER LINE PUBLIC SCHOOLS
Macomb County, MI**

Letter of Agreement

Between

**Center Line Public Schools
And**

MEA-NEA Local 1 for Center Line Education Association

When a teacher on Long Term Disability terminates employment in order to draw benefits under the Michigan Public School Employees Retirement Act, the district will provide the following:

1. All fringe benefits, as per the Master Agreement, for one year from the date the individual eligible for the LTD.
2. LTD shall be governed by the conditions of the policy in force at the time of the disability.

In addition, teachers on LTD will receive full seniority but salary increments will not accrue during the time of disability.

The district shall reemploy a teacher who desires to return to teaching from LTD according to the following conditions:

1. The disability no longer exists or has been corrected to allow the teacher to return to work.
2. The teacher provides the district with a physician's statement indicating that the teacher is physically able to perform his/her duties satisfactorily. In case of dispute over the ability of the returning teacher to work, the Board, at its own cost, shall be entitled to a medical exam by a certified physician who shall be acceptable to the Superintendent and the Association. The decision of the examining physician regarding the teacher's fitness to return shall be final and binding.
3. Return must be within five (5) years of the date of termination.
4. The teacher must notify the Board of his/her intent to return for the following school year by June 1 of the current school year.
5. Teachers requesting return from LTD will be considered part of the staff when developing staffing needs for the following school year. Teachers requesting return from LTD will be placed by seniority as vacancies are available in accordance with the placement and recall provisions of the Master Agreement.
6. Remaining sick days will be restored.

The above conditions will apply one (1) time only to each employee on Long Term Disability.

On behalf of MEA-NEA Local 1,
Center Line Education Association

Rick Flynn

Karen L. Danielson

Joellyn N. Ellis

04/21/83

Date

On behalf of the Center Line
Board of Education

Larry A. Peters

Marvin F. Helhowski

Gene L. Scofield

05/09/83

Date

**Blue Cross/Blue Shield Community Blue
Benefits-at-a-Glance Plan 1**

Preventative Services – Limited to \$500 per calendar year	In-Network	Out-of-Network
Health Maintenance Exam-includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory and pathology services	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% 6 visits per year through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per year age 4 through 15	Not covered
Immunizations	Covered-100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered-100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not Covered

Mammography	In-Network	Out-of-Network
Mammography Screening	Covered-100%	Covered-80% after deductible
	One per calendar year, no age restrictions	

Physician Office Services	In-Network	Out-of-Network
Office Visits	Covered-\$10 copay	Covered-80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered-100%	Covered-80% after deductible, must be medically necessary
Office Consultations	Covered-\$10 copay	Covered-80% after deductible, must be medically necessary
Urgent Care Visits	Covered-\$10 copay	Covered-80% after deductible, must be medically necessary

Emergency Medical Care	In-Network	Out-of-Network
Hospital Emergency Room	Covered-\$50 copay, waived if admitted or for an accidental injury	Covered-\$50 copay, waived if admitted or for an accidental injury
Ambulance Services	Covered-100%	Covered-100%

Diagnostic Services	In-Network	Out-of-Network
Laboratory and Pathology Tests	Covered-100%	Covered-80% after deductible
Diagnostic Tests and X-rays	Covered-100%	Covered-80% after deductible
Therapeutic Radiology	Covered-100%	Covered-80% after deductible

Maternity Services Provided by a Physician	In-Network	Out-of-Network
Prenatal and Postnatal Care	Covered-100%	Covered-80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered-100%	Covered-80% after deductible
	Includes care provided by a certified nurse midwife	

Blue Cross/Blue Shield Community Blue
Benefits-at-a-Glance Plan 1

Hospital Care	In-Network	Out-of-Network
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered-100%	Covered-80% after deductible
	Unlimited days	
Inpatient Consultations	Covered-100%	Covered-80% after deductible
Chemotherapy	Covered-100%	Covered-80% after deductible

Alternatives to Hospital Care	In-Network	Out-of-Network
Skilled Nursing Care	Covered 100%	Covered-100%
	Up to 120 days per calendar year	
Hospice Care	Covered-100%	Covered-100%
	Limited to the lifetime dollar maximum which is adjusted periodically	
Home Health Care	Covered-100%	Covered-100%
	Unlimited visits	

Surgical Services	In-Network	Out-of-Network
Surgery-includes related surgical services	Covered-100%	Covered-80% after deductible
Voluntary Sterilization	Covered-100%	Covered-80% after deductible

Human Organ Transplants	In-Network	Out-of-Network
Specified Organ Transplants-in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered-100%	Covered-80% after deductible
	Up to \$1 million maximum per transplant	
Bone Marrow- when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered-100%	Covered-80% after deductible
Kidney, Cornea and Skin	Covered-100%	Covered-80% after deductible

Mental Health Care and Substance Abuse Treatment	In-Network	Out-of-Network
Inpatient Mental Health Care	Covered-80%	Covered-80% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered-50%	Covered-50% after deductible
	Unlimited days	
Outpatient Mental Health Care Facility and Clinic Physician's Office	Covered-80%	Covered-80%
	Covered-80%	Covered-80% after deductible
Outpatient Substance Abuse Treatment	Covered-50%	Covered-80% after deductible
	Up to the state-dollar amount which is adjusted annually	

Other Services	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP)	Covered-100%	Covered-80% after deductible
Allergy Testing and Therapy	Covered-100%	Covered-80% after deductible
Chiropractic Spinal Manipulation	Covered-\$100	Covered-80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy Facility and Clinic Physician's Office	Covered-100%	Covered-80% after deductible
	Covered-100%	Covered-80% after deductible
	Up to 60 visits per calendar year	

**Blue Cross/Blue Shield Community Blue
Benefits-at-a-Glance Plan 1**

Other Services	In-Network	Out-of-Network
Durable Medical Equipment	Covered-100%	Covered-100%
Prosthetic and Orthotic Appliances	Covered-100%	Covered-100%
Private Duty Nursing	Covered-50%	Covered-50%
Prescription Drugs	\$10 generic/\$20 brand name	\$10 generic/\$20 brand name

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	None	\$250 per member, \$500 family per calendar year
Copays Fixed Dollar Copay	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
Percent Copay	20% for mental health care and 50% for substance abuse treatment and private duty nursing*	20% for general services, 20% for mental health care, 50% for substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums Fixed Dollar Copays	None	None
Percent Copays - excludes mental health care, substance abuse care and private duty nursing copays	Not Applicable	\$2,000 per member, \$4,000 family per calendar year
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

National Vision Association (NVA)
Schedule of Benefits

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Examination – Once every 12 months	Covered 100%	(Reimbursed Amounts) \$45
Lenses – Once every 12 months	Standard glass or plastic; covered 100% (Limitations Apply)	Single Vision \$56 Bi-focal \$90 Tri-focal \$110 Lenticular \$128
Frame – Once every 12 months	Up to \$130 retail	\$55
Contact Lenses – Once every 12 months	(In lieu of Lenses/Frame)	(In lieu of Lenses/Frame)
Elective – Medically Necessary	Up to \$150 retail* Up to \$210**	\$150 \$210

Scratch coating, tints, and UV coating are covered in full.

* Fitting Fees are deducted from the Contact Lens Allowance shown above.

** Prior Authorization required from NVA.

ADDITIONAL DISCOUNTS

The following lens options are available to members at the discounted price indicated:

LENS OPTIONS	PRICING
AR Coating	\$40.00
Polycarbonate (Single Vision)	\$25.00
Polycarbonate (Multi-Focal)	\$30.00
Glass Photogray (Single Vision)	\$20.00
Glass Photogray (Multi-Focal)	\$30.00
Plastic Photogray	\$40.00
Transitions Single Vision Standard	\$65.00
Transitions Multi-Focal Standard	\$70.00
Progressives (Standard)	\$50.00
Blended Segment	\$30.00
Polaroid	\$75.00
Glare Resistant	\$35.00
High Index	\$55.00

Options not listed above will be charged to the member at the provider's UCR fee (retail)

LIMITATIONS

If the Contact Lenses Benefit is payable in lieu of the Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit, an Insured Person shall be eligible to receive benefits under the Standard Eyeglass Lenses Benefit or the Eyeglass Frame Benefit only after the Contact Lenses Benefit Frequency has ended.

Regardless of optical necessity, benefits are not available more frequently than that which is specified in the Master application.

EXCLUSIONS

Benefits will not be payable under this Policy for expenses incurred for:

1. Professional services and/or materials in connection with:
 - a. Compensated or special multi-focal lenses.
 - b. Plain (non-prescription) lenses.
 - c. Anti-reflective, scratch, uv400, or any coating of lamination applied to lenses.
 - d. Subnormal visual aids.
 - e. Tints other than solid.
 - f. Orthoptics, vision training, and developmental vision procedures.
 - g. Polycarbonate lenses.

National Vision Association (NVA)
Schedule of Benefits

EXCLUSIONS Continued:

2. Broken, lost or stolen lenses, contact lenses, or frames.
3. Medical or surgical treatment of the eye, unless such treatment is performed during a vision examination, subject to the applicable vision examination maximum benefit shown in the master application.
4. Services or materials, which are payable under any workers' compensation act or similar law or any public program other than Medicaid.
5. Services or materials rendered by a provider other than ophthalmologists, optometrists, or opticians acting within the scope of their license.
6. Any additional service required outside basic vision analysis for contact lenses, including but not limited to fitting fees.
7. Vision examination for vision materials that may be required as a condition of employment, including but not limited to industrial or safety glasses.
8. Services rendered after the date an insured person ceases to be covered under this policy, except when vision materials ordered before coverage ended are delivered and the services rendered to the insured person within 31 days from the date of such order.
9. Services rendered or materials ordered before the date coverage began under this policy.