

AGREEMENT

BETWEEN



AND

**THE BLOOMFIELD HILLS
EDUCATION ASSOCIATION**

**AUGUST 31, 2005
THROUGH
AUGUST 30, 2008**

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COMPREHENSIVE EDUCATION AT ITS FINEST

Medical Plan Comparison Chart

Service Description	Current Traditional Plan	Community Blue PPO Option 1	
	Free to Choose Any Provider - Plan Pays	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Preventive Services			
Health Maintenance Exam	Not Covered	100%, One per calendar year *	Not Covered
Annual Gynecological Exam	Not Covered	100%, One per calendar year *	Not Covered
Pap Smear Screening (Lab services only)	100%	100%, One per calendar year *	Not Covered
Well-Baby and Child Care	Not Covered	100%*, 6 visits, birth through 12 mos.; 6 visits, 13 mos. through 23 mos.; 2 visits, 24 mos. through 35 mos.; 2 visits, 36 mos. through 47 mos.; 1 visit per birth year, 48 mos. through age 15.	Not Covered
Immunizations	Not Covered	100%, covered through age 16. *	Not Covered
Fecal Occult Blood Screening	Not Covered	100%, One per calendar year *	Not Covered
Flexible Sigmoidoscopy Exam	Not Covered	100%, One per calendar year *	Not Covered
Prostate Specific Antigen Screening	Not Covered	100%, One per calendar year *	Not Covered
Complete Blood Count	Not Covered	100%, One per calendar year *	Not Covered
EKG	Not Covered	100%, One per calendar year *	Not Covered
Urinalysis	Not Covered	100%, One per calendar year *	Not Covered
Chest X-ray	Not Covered	100%, One per calendar year *	Not Covered
Preventive Services Maximum	Not Applicable	* Unlimited (No Maximum)	N/A
Mammography			
Mammography Screening	100%	100%	80% after deductible
		Limited to one per cal. year, no age restrictions	
Physician Office			
Office Visit	MM, 80% after deductible	\$10 Copay	80% after deductible (medically necessary)
Outpatient and Home Visits	MM, 80% after deductible	100%	80% after deductible (medically necessary)
Office Consultations	MM, 80% after deductible	\$10 Copay	80% after deductible (medically necessary)

SUMMARY OF FULL-TIME TEACHER BENEFITS

(HIRED AFTER 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option 1 plan for you and your eligible dependents.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option with an incentive of \$1,000 (single), \$1,400 (two-person) and \$1,800 (family).	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
Benefit Schedule:	100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
Benefit Schedule: (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35.00 (<u>medically necessary</u> contacts are those necessary for cataract cases).
Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District Available on a pretax basis	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).

Short-Term Disability (STD)		
<p>To qualify for STD, the employee must:</p> <ul style="list-style-type: none"> a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. <p>Amount of benefit depends on average unused sick days in prior years of service.</p>	100% funding by the District	Additional STD is not available at this time.
Long-Term Disability (LTD)		
<p>66 2/3% of your Basic Monthly Earnings.</p> <p>Begins after 12 months of illness or injury.</p> <p>Maximum monthly benefit is \$5,000.</p>	100% funding by the District	<p>Additional LTD is not available at this time.</p> <p>The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.</p>
Health Care Reimbursement		
May contribute from \$150 to \$2,500 per year.	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
May contribute from \$150 to \$5,000 per year.	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.

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AGREEMENT

THIS AGREEMENT entered into this 7th day of June, 2005, between the School District of Bloomfield Hills, Michigan, hereinafter called the "Board," and the Bloomfield Hills Education Association, hereinafter called the "Association."

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

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

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

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

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - RIGHTS OF THE BOARD

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Constitution and the laws of the United States and the State of Michigan.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

C. No provision in this Agreement shall be construed to prevent the Board from implementing the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

ARTICLE 3 - EMPLOYMENT CONDITIONS

A. Standards

The Board retains the exclusive authority to select and employ new professional personnel in the School District. However, in keeping with the high standards of the community, the Board agrees to the following statement in this regard:

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

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

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

B. Qualifications:

1. Definition

Qualifications are defined as follows:

- a. Meeting North Central Accreditation requirements and the "highly qualified teacher" requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

- or -

- b. For all teaching assignments including those not subject to the "highly qualified teacher" requirements;

- or -

- b(1) Having full state certification and an appropriate major for the assignment for which the individual was originally employed or for the position currently held by the individual.

- or -

- b(2) Having full state certification* and a minor in the assignment and having successfully taught in that subject or level within the last five years.

- or -

- b(3) Having full state certification* and the specific course work within a major field required by the instructional program needs.

- and -

- c. For positions not requiring a teaching certificate, having the valid license or certificate for their work assignment. Failure to have or keep such license or certificate shall invalidate the contract of such individual.

- * Full state certification means having a valid Michigan teaching certificate and assigned to teach within the validity of the certificate.

Foreign Language: In addition to the above qualifications, a teacher of foreign language must pass a fluency test administered by the School District.

Special Education Staff, including school social workers, psychologists, speech pathologists, occupational therapists, and physical therapists: Special education staff must meet the qualifications established by the State Board of Education in the applicable administrative rules and the "highly qualified teacher" requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws.

Elementary - General Education: The course work required to be considered qualified to teach at the elementary general education level is:

- a. A master's degree in teaching with a major in a general education subject area.

- or -

- b. A minimum of 30 semester hours in a combination of the following (or similar) courses is required to be considered qualified to teach at the elementary level:

- * Language arts curriculum
- Reading instruction
- * Mathematics curriculum
- Educational psychology
- Analysis of elementary school teaching
- Reading in the content area
- Science curriculum
- Social science curriculum
- Literature for elementary children

- c. In addition to the above, an early childhood (ZA) endorsement is required for grades K-2 or must be obtained within one year of assignment to the position.

* A minimum of three semester hours in language arts curriculum and three semester hours in the mathematics curriculum must have been completed within the five years immediately preceding the assignment. (If the semester hours were completed more than five years immediately preceding the assignment, a minimum of nine continuing education units (CEUs) in the subject areas will be accepted.) The language arts curriculum should include reading instruction, reading in the content area and literature for elementary children.

2. Guidance Counselor

A guidance counselor is required to have a counseling endorsement for the grade level of the assignment. A master's degree in guidance and counseling, or an equivalent counseling master's degree from an accredited college or university, is preferred.

C. Seniority

Seniority shall be defined as the total years of employment with the District from the most recent date of hire. Seniority will exclude all periods when employee is on unpaid leaves of absence (e.g., long-term disability, child care leave, educational leave). This paragraph will be effective for all leaves taking place on or after 8/22/02.

D. Layoff

1. In the event that it becomes necessary to reduce the numbers of teachers through layoff from employment, the following order of layoff shall apply.
 - a. Temporary employees.
 - b. Probationary teachers according to certification, qualification and seniority.
 - c. Tenure teachers according to certification, qualification and seniority.
 - d. The Board will inform the Association regarding the potential of a reduction in staff.
2. No teacher shall be laid off without having received layoff notice of at least thirty (30) calendar days prior to June 30. Teachers to be laid off at the start of the second semester shall be notified at least 45 calendar days prior to the start of the second semester.
3. All notices of layoff and all notices of recall may be hand delivered, or sent by registered or certified mail to the teacher at the last known address, as shown on the records of the Personnel Office.

E. Recall

1. Tenure teachers laid off will be recalled according to seniority to the first vacancy for which they are certified and qualified.

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

F. Qualification Data

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

Each teacher is responsible for providing original copies of transcript(s) and teaching certificate(s) to the Personnel Office on or before March 1 of each school year. Such information will be used for reduction and assignment of staff.

G. Continuation of Fringe Benefits

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

H. Seniority List

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

ARTICLE 4 - ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, terms and conditions of employment, or by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment. The Association likewise agrees to uphold these teacher rights.

B. The Association shall have the privilege to use school building facilities at all reasonable hours for meetings on the same basis as any civic organization in the School District, as established by Board policy. Arrangements for such building use must be made with the building principal.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school premises, provided permission is received from the building principal or designee. Such permission shall be granted if it does not interfere with or interrupt normal school operations.

D. Bulletin board space and mail facilities in each school building, including teacher mail boxes, shall be made available to the Association for official business. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes.

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

F. The Board shall consult with officers and/or committees of the Association on any new or major revisions of educational policy, curriculum, or district-wide textbook adoptions which are under consideration. The Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

G. The investigation, initiation and presentation of grievances should be carried on outside working hours whenever possible. If the Association representative must use working hours to investigate or present a grievance, the representative shall first get the permission of the building administrator and then conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

H. The Association building representative shall be notified by the Building Administrator or designated representative in the scheduling of professional staff meetings.

I. Association Days

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

J. The Board shall grant one half release time for the President of the Bloomfield Hills Education Association each year the student enrollment in the district is less than 7500 students.

ARTICLE 5 - PROFESSIONAL RESPONSIBILITIES

A. Code of Ethics

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

The Code of Ethics is attached as Appendix G.

B. Performance Concerns

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

C. Participation

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

ARTICLE 6 - AGENCY SHOP

A. Membership is not Compulsory

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

B. Join Union or Pay Service Charge

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

1. Become members of the Association, or
2. Pay a service charge equal to the amount of the periodic dues required by a member of the union, which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to Political Action Committees. Such contributions, through a payroll deduction, require voluntary authorization as required by the Michigan Campaign Finance Act.

C. Failure to Join Union or Pay Service Charge

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

D. Payroll Deduction

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

E. The procedure for deductions shall be:

1. Individual authorization forms will be furnished by the Association and, when executed, the Association will send the authorization to the Personnel Office.
2. Authorizations must be filed with the Personnel Office one (1) week prior to the second scheduled payday of the month the first deduction is to be made.
3. Dues shall be deducted in an equal amount in 18 equal installments for nine (9) months, beginning in October and ending in June each year.
4. The Board will reimburse any teacher for deductions made in excess of the proper deductions, unless the dues have been transmitted to the Association, in which case the Association agrees to reimburse the teacher.
5. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Personnel Office of the amount of its authorized dues, and those authorized by the Michigan Education Association and the National Education Association, which are to be deducted in that school year under such authorization. The amounts of the deduction for such dues are not subject to change during that entire school year. However, if a teacher's full-time equivalency (FTE) changes after the beginning of the first semester, the deduction for dues will be adjusted at the beginning of the second semester to reflect the change.
6. Dues deducted shall be promptly transmitted to the Association after each payroll period, along with an alphabetical list of employees from whom deductions are made. The Association will be responsible for disbursement of the Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

F. Public Employment Relations Act

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

G. Defense and Indemnification

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

1. The Board gives timely notice of such action to the Association; and,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. Any challenge by a teacher to this Article is not subject to the grievance procedure contained in Article 11, but must be referred to the Michigan Employment Relations Commission.

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

ARTICLE 7 - TEACHER RIGHTS

A. Michigan General School Laws

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

B. Full Rights of Citizenship

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

C. Private Life

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

D. Association Representation

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

E. Just Cause Discipline

No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure in Article 11. All information forming the basis for disciplinary action shall be made available to the teacher. This information can be made available to the Association, with the teacher's approval.

F. Personnel File Review

Teachers shall have the right, upon request, to examine the contents of his/her personnel file except for pre-employment information such as, but not limited to, references, closed placement file and interview forms.

1. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.
2. All communications, including evaluations by administrators, commendations and validated complaints (as set forth in Article 10, Section D) directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of such inclusion.
3. A teacher shall have the right to prepare a written response to any communication placed in his/her personnel file. The written response will be attached to the item about which the response is written.

G. Wearing Insignia

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

H. Videotaping

Teachers will be videotaped for purposes of evaluation or demonstration only with their prior knowledge and consent. The conditions under which a demonstration videotape is made shall be agreed to between the parties prior to the beginning of the taping. Where a written release is required on request, the teacher shall sign the release before the taping is started.

ARTICLE 8 - ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Arbitrarily forcing a teacher to use a specific style, technique, or procedure of instruction shall be considered a breach of academic freedom. This shall in no way usurp the prerogative of

the Board in establishing district standards with respect to curriculum, textbooks and teaching tools as set forth by the Michigan School Code.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE 9 - TEACHER PROTECTION

A. Special Children

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

B. Control of Classroom

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

C. Complaints by Parent

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. If a question of breach of professional ethics is involved, the Association shall be notified. If a formal complaint is filed against a teacher with an administrative agency or a teacher is sued as a result of action taken by the teacher relating to their normal scope of duties, which the Board determines was in accordance with and within the scope of the teacher's duties, authority and Board policy, the Board will provide legal counsel for the teacher with respect to such complaint or law suit.

D. Physical Assault Upon a Teacher

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

E. Special Clothing and Safety Devices

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

F. First Aid, Medication, Transportation of Students

No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. In a medical emergency, teachers are expected to respond in a professional manner and immediately contact appropriate emergency medical services (for example, calling 911) and also contact or arrange for parental notification of the emergency situation.

ARTICLE 10 - TEACHER EVALUATION

A. Written Evaluation as per Board Policy

The work performance of all teachers shall be evaluated in writing and comply with all applicable provisions of the Teachers' Tenure Act.

B. Evaluator

The building principal or other designated administrator will conduct evaluations. Administrative interns will not evaluate teachers, but they may participate in the evaluation process.

C. Monitoring and Observation

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. At least one of the observations will be prearranged.

D. Probationary Teachers

"Probationary Teachers" shall include those bargaining unit members so defined within the Teachers' Tenure Act, as well as those bargaining unit members, during the first four (4) years of employment, who are not covered by the provisions of the Teachers' Tenure Act. Probationary teachers shall also include those bargaining unit members assigned to the International Academy. Probationary teachers may be terminated at the sole discretion of the Board during the probationary period.

1. Written Evaluation

By April 30 of each probationary year (or at least 60 days prior to anniversary date, if applicable), the administrator conducting the evaluation will furnish the written evaluation to the personnel office. A copy shall be furnished to the teacher.

2. *Teacher Submission of Information*

Within sixty (60) days of receipt of the written evaluation, the teacher may submit to the personnel office any written response or comment regarding the evaluation and such will be maintained within the teacher's personnel record.

3. *Grievance Procedure*

The determinations of the evaluator and content of the evaluation shall not be subject to the grievance procedure. A grievance may be processed only where the teacher asserts that the evaluation procedure as set forth within article 10 (D) of this agreement has been violated.

E. Tenured Teachers

"Tenured Teachers" for the purpose of this article, shall include those bargaining unit members who have attained tenure pursuant to the Teachers' Tenure Act as well as those not covered by the tenure act who have completed four (4) full school years of employment with the school district within the bargaining unit.

1. *Evaluation Schedule*

Tenured teachers will be formally evaluated at least once every three (3) years, or more often, at the discretion of the administration. At the beginning of the school year, tenured teachers scheduled for a formal evaluation will be notified by the building administration and the teacher's evaluator(s) will be identified. The evaluation schedule may be altered for reasons such as, but not limited to, a return from leave of absence, a transfer, a change in subject/grade assignment, or if performance concerns arise. The performance evaluation shall be based, in part, on at least two (2) observations conducted during the period covered by the evaluation, one of which will be at least thirty (30) minutes in length.

2. *Teacher Submission of Information*

Within sixty (60) days of receipt of the written evaluation, the teacher may submit to the personnel office any written response or comment regarding the evaluation and such will be maintained within the teacher's personnel record.

3. *Individualized Development Plan (IDP)*

A program of assistance/IDP may be initiated at any time, and shall be provided whenever a tenured teacher receives a less than satisfactory performance evaluation.

F. Videotaping

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

G. Teacher Evaluation Booklet

The parties acknowledge that the Teacher Evaluation Booklet is the product of a collaborative effort and contains guidelines, performance criteria, and instruments for the evaluation of bargaining unit members and is intended to provide both teachers and evaluators with a working outline of the performance evaluation process. However, the Teacher Evaluation Booklet is not intended to supercede this article and the provisions of this article shall solely control the evaluation process and prevail should any conflict exist between the two. Likewise, the provisions of the evaluation booklet shall not constitute the basis for any grievance, the parties acknowledging that such is not deemed to be part of this agreement.

H. Evaluation Instrument and Procedure

The evaluation instrument and procedure contained in the September, 2002 Teacher Evaluation Booklet shall be continued in effect during the term of this collective bargaining agreement. Until revised by agreement of the parties the evaluation of non classroom personnel will use the evaluation instrument employed prior to September 2002. The parties will establish a committee of up to six (6) members from each party to evaluate and review revisions to the instrument and procedure contained in the September 2002 Teacher Evaluation Booklet and to develop a form and procedure for the evaluation of non classroom personnel. Any changes to the evaluation instruments will be by mutual agreement of the parties.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Purpose of Procedure

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

B. Definitions

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

more than one building and/or a group of teachers with a common complaint has requested such action of the Association.

C. Processing Grievances

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

1. Level One

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

2. Level Two

- a. Written Grievance: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievance may be filed in writing with the Association or its representative within five (5) school days after the decision at Level One.
- b. Referral to Assistant Superintendent for Personnel: Association decides either that the grievance lacks merit or that the decision at Level One is in the best interests of the educational system, it shall so notify the teacher and the Assistant Superintendent for Personnel in writing within five (5) school days, and the matter, insofar as the Association is concerned, is terminated. If the Association decides that, in its opinion,

the grievance has merit, it shall refer such grievance in writing to the Assistant Superintendent for Personnel within five (5) school days.

- c. Meeting Within Five School Days: Within five (5) school days after the Assistant Superintendent for Personnel receives a grievance, the Assistant Superintendent for Personnel and/or the appropriate instructional administrator shall meet with the aggrieved teacher and a representative or representatives (maximum five) of the Association in an effort to resolve the grievance. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing.
- d. Grievances Filed By Board: All grievances filed by the Board shall commence at this Level. If the Board files the grievance, then the Board becomes the moving party and the Association becomes the responding party. The Board shall file the grievance by sending notice, in writing, to the President of the Association. The appropriate Association committee, including the President, shall then arrange a meeting with the Superintendent within five (5) school days after receipt of the written grievance in an attempt to resolve such grievance.

3. Level Three

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

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

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

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

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

Upon receipt of the Board of Education's decision after the local hearing, as provided for in the Michigan Teacher's Tenure Act, a tenured teacher may elect to appeal the decision to the tenure commission or file a grievance at Level Two, but not both. The grievance must be filed within thirty (30) days from the date of the Board of Education's written decision.

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

D. Rights of Teachers to Representation

- 1. Representation by Someone Other Than the BHEA: The grievant may be represented at all stages of this grievance procedure by a person of the teacher's own choosing, except that the teacher may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be given advance written notice and shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice shall be given the other party in advance if counsel is to be present.

2. Individual Presentation of Grievance Through Step Two: An individual teacher may present a grievance and have the grievance adjusted through Step Two (excluding arbitration) without intervention of the Association, if the adjustment is consistent with the terms of this Agreement. The Board shall give the Association advance written notice of any meeting wherein the aforementioned adjustment is to be made.

E. General Provisions

1. Proceedings Private Until Decision Reached: During the pendency of any proceedings and until a determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. No Reprisals For Participating in Grievance Process: There shall be no reprisals by administrative personnel against any party, the Association Representative, or any other participant in the grievance procedure for participating in the grievance process. The Association agrees there shall be no coercion or reprisals against any member of the Board or Administrative personnel.
3. Grievance Documents Filed Separately: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
4. The Board May Process Grievance At Next Level: Level One of this grievance procedure may be passed to the next level for any reason as determined by the Board or its representative (e.g., no authority to make the judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above levels.
5. Handling Grievances on Non-work Time: It is assumed that grievance problems will be handled at times other than when the teacher is at work, and that members of the Association and the Board will be present to process grievances promptly.
6. Preservation of Association Right To Be Present At Grievance Steps: If a teacher pursues the grievance without Association support as prescribed in Level Two, the right of the Association to be present and to present a view at hearings in Levels Two and Three is preserved. The Association is also to receive copies of written decisions at all Levels. The Board shall send the Association advance written notice of all such hearings.
7. Association Commencement of Grievance At Level Two: If more than one teacher has a similar complaint which has been individually discussed as provided in Level One, the Association may file a grievance to be commenced at Level Two, in lieu of individual grievances.
8. Grievance Filed After May 15: The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

9. Presence of Grievant: If the employee elects to be represented, the grievant may still be present at any level of the grievance procedure where the grievance is to be discussed. The aggrieved need not be present where it is mutually agreed to that no facts are in dispute, and that the sole question is the interpretation of this Agreement.
10. Grievance Not to Interfere With Management Responsibilities: The filing of a grievance shall not interfere with the right of the Board to carry out its management responsibilities, subject to the final decision of the grievance.
11. Payment of Interest: Where the object of a grievance is money and/or services withheld and the final decision results in restoration of said monies and/or monies equivalent to services withheld, the losing party shall pay interest on the money according to the following formula:
 - a. One (1) percent per month when the amount is one hundred dollars (\$100) or more per individual.
 - b. No interest is to be paid when the amount is less than one hundred dollars (\$100) per individual.
 - c. In computing the interest, the time involved shall be rounded off to the nearest full month.
 - d. In computing the interest, the time involved shall begin with the date the grievance is filed and end with the date of the final decision.
 - e. The parties shall be held harmless due to inadvertent errors (such as computer or clerical errors).
12. Consent to File Grievance: The Association is prohibited from processing a grievance for an employee or group of employees without the consent of the individual(s) concerned.
13. Conflicting Decisions: Grievance decisions with individual employees which appear in conflict with this Agreement may be aggrieved by the Association beginning at Level Two.

ARTICLE 12 - PHYSICAL TEACHING CONDITIONS

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

B. Physical Environment

1. Safe Environment: To protect the health, welfare and safety of students, the Board shall observe and maintain all state and local codes and laws. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. The arrangement of

furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal. Teachers shall not be required to work under unsafe or hazardous conditions not of their making or to perform tasks which endanger their health, safety or well-being.

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

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

2. Telephones: Telephones shall be available for teacher use, for professional and/or emergency purposes.

Work space and computers or access to computers will be provided for special education personnel who are responsible for writing reports.

3. Parking: Adequate off-street paved parking facilities shall be provided and properly maintained and reserved for teacher use.
4. Equipment: The Board agrees to make available, on a reasonable basis for the exclusive purpose of preparation, duplication, or reproduction of classroom instructional material, its typing, duplicating, and reproducing equipment. Wherever possible, or practicable, as determined by the building administration, clerical personnel shall be made available for the duplication or reproduction of written tests, work sheets, study sheets, maps, transparencies.
5. Texts and Materials: The Board agrees to continue to provide the following: copies of approved texts and/or teaching and student materials used in courses teachers are to teach. However, in the absence of the materials required to teach an objective, that objective may be modified. This decision will be made by the instructional staff involved subject to the approval of the appropriate administrator.
6. Vending Machines: The Association or the building administrator shall be permitted to install, operate, and maintain vending machines in the staff lounge. Payment for supplies of these machines shall be taken care of by the building administrator and/or the Building Representative.

ARTICLE 13 - TEACHING HOURS AND LOADS

A. Increase in Length of School Day

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

B. School Day

1. Teachers
Effective the start of the 2005-06 school year, the normal school day for teachers will be a total of seven (7) hours and twenty-five (25) minutes, including up to

320 minutes of assigned time, a preparation time and a duty-free lunch period. The five (5) minutes added to assigned time beginning in the 2005-06 school year shall be instructional time in the teacher's classroom.

2. Guidance Counselors

The normal school day for guidance counselors will be 7 hours and 25 minutes, including a duty-free lunch period, lunchroom duties, responsibilities to regulate student conduct and protect students on school property, and other responsibilities as assigned by the principal. A guidance counselor will not receive a preparation period.

Guidance counselors are required to perform the supplemental duties specified in Article 13 Section F. Guidance counselors are also required to attend parent-teacher conferences and will be provided adequate released time for this purpose in accordance with Article 13, Section J — Parent-Teacher Conferences. (The compensation time provided for teachers is also provided for guidance counselors who attend the after school and evening parent-teacher conferences.)

In addition to the above supplemental duties, guidance counselors will be required to supervise and attend up to eight (8) activities which will extend or occur after the normal school day. Such counselor related duties shall be assigned at the discretion of the principal (or the principal's designee), and may include, but are not limited to, the following:

College Night	Standardized Testing Events
6th grade/9th grade orientation	Traub Awards
Financial Aid Night	Graduation
Honors Night/Scholarship Night	

Guidance counselors may also be requested to supervise and attend school dances, activity night, athletic events and Fine Arts performances. If the counselor agrees to attend such activities, attendance shall count toward the aforementioned eight (8) additional activities. Should a counselor be requested and agrees to attend more than eight (8) activities he/she shall be paid the curriculum rate.

3. Compliance

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

C. Teacher Lunch Period

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

High School	25 minutes
Middle School	30 minutes
Elementary	35 minutes
Wing Lake	35 minutes

D. Teaching Load

1. The normal teaching load will be as follows:

a. Normal Full Week

The normal full week for all teachers shall not exceed twenty-six hours and forty minutes of teaching clock hours. In the elementary school, included in twenty-six hours and forty minutes of teaching clock hours are eating in the classroom with students, student arrival and dismissal, bus supervision, and duty assignments (i.e. supervision of recess on a rotating basis).

b. Recess Duty

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

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

c. Teachers to be Available Before and After School

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

d. Middle School

In the middle school, block teachers will be scheduled daily for one (1) preparation period and one (1) team-planning period. Teachers of non-block classes will be provided with one (1) preparation period on a daily basis. Any additional unscheduled time within the normal school day may be used as instruction team planning time unless otherwise scheduled.

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

e. High School

(1) Six Period Day:

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

(2) Seven Period Day:

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

Duty Assignment:

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

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

(3) Block Schedule - Seven Period Day:

Each full time teacher will teach five of seven block classes.

f. Creative Arts and Instrumental Music Teachers

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

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

2. Preparation Periods will be as follows:

a. Middle School and High School

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

b. Elementary

Preparation time will be a minimum average of five (5) hours per normal work week (5 days) plus the duty-free lunch period. Although the minimum average preparation time is five (5) hours per normal work week, the goal is to provide an average of 5 ½ hours of preparation time per normal work week. The principal and staff at each elementary building will develop the preparation time schedule for that building. The increase in preparation time shall not cause a reduction in instructional time with students. The preparation time schedule is subject to the approval of the Assistant Superintendent for Elementary Instruction or other designated administrator.

Preparation periods for the elementary teacher will be achieved by creative arts teachers taking over classes for instruction in their particular area and by any combination of the following:

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

c. Elementary Team Planning

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

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

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

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

d. Elementary Creative Arts Preparation Period

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

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

e. Other Staff

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

Teachers serving more than one building will not normally be required to travel on their preparation time.

f. Elementary Administrative Scheduling of Creative Arts

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

E. Meetings

Building faculty meetings, department meetings, curriculum meetings and/or system-wide meetings will only be called when necessary to the efficient functioning of the program of the

school, with said meetings falling within the normal school day for teachers. Extensions of meetings beyond the normal school day will be by mutual consent.

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

F. Supplemental Duties

1. The teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve the expenditure of time beyond that of the regular working day. Among these responsibilities and duties are the following:
 - a. Attending faculty meetings.
 - b. Annual open house.
 - c. Sponsoring one student activity per year beyond the normal school day for Middle School and High School teachers, if requested by the building principal.
2. Participation by teachers in activities of the school that are attended by the public, such as PTO meetings is desirable and shall be vigorously encouraged by the Association.

G. Teacher Responsibility

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

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

H. Non-Teaching Duties

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

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

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

I. Leaving the Building

Upon request in emergency situations, or for purposes that cannot be accomplished at any other time, the principal may permit a teacher to leave the building during the regular working day

other than at times when the teacher is directly involved in the instruction of children and providing the teacher's absence from the building does not interfere with the normal operation of the school.

Teachers are permitted to leave the buildings during the lunch period provided that they return no less than five (5) minutes before classes resume. If this privilege is abused, the Building Administrator may bring it to the attention of the Association which shall verbally bring it to the attention of the teacher. If the abuse is continued, the teacher shall be subject to appropriate disciplinary action.

J. Parent/Teacher Conferences

1. Schedule:

Elementary, Middle School and High School Parent/Teacher conferences shall be scheduled as follows:

a. Elementary (each Fall and each Spring)

Fall: Two (2) evenings and, if necessary, one half day (during school day)

Spring: One (1) evening and, if necessary, two half days (during school day)

At the elementary level, at least twenty (20) minutes per student shall be allotted for conferences. Additional conference/conference planning time may be provided with administrative approval.

b. Middle School (Fall Only)

Option 1:

One-half (1/2) day (during school day) and
Two (2) evenings in the Fall

Option 2:

Three (3) evenings in the Fall

c. High School (each Fall and each Spring)

Two (2) Evenings in the Fall

One or Two evenings in the Spring

2. Evening Conferences

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

K. In-service Days

One annual in-service day will be provided for each teacher, subject to the approval of the building principal, based on the criteria below. An in-service day may be used to attend an assignment-related conference, workshop or to make a school visitation. A substitute will be provided by the District, plus a maximum of \$75 per teacher per year for conference expenses. A maximum of 1/3 of any middle school or high school department or elementary school staff will be released at the same time. This day may not be used before or following a holiday or during

parent conference times. The teacher will prepare the District conference report form following the conference.

First consideration for conference attendance will be given based on earliest date of application.

Use of \$75 to meet requirements of NCLB: A teacher may use the \$75 conference allotment to meet the highly qualified teacher requirements of the No Child Left Behind Act.

L. General Education Release Time

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

M. Modification of Provisions

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

N. Procedures Manual for Special Education

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

O. Travel Time

In the event a teacher is required to travel between buildings, travel time will be considered as the weekly schedule is developed. Travel time will be counted as part of the teacher's paid time.

P. Building In-service Activities

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

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

1. The staff of the Wing Lake Developmental Center may elect a reduced year on a rotating basis with the following stipulations:
 - a. Based on seniority earned at Wing Lake, the four teachers with the most seniority will be offered this option. If any or all reject the option, the option is then offered to the next teacher(s) on the seniority list, and the original four drop to the bottom of the eligibility list. The remaining teachers are offered the option without losing their position. A response accepting or rejecting the option must be made to the building administrator by March 1.
 - b. Those individuals who are approved for the reduced-year option will complete the current school year and return to Wing Lake on the date that regular educational programs open for the succeeding year.

- c. No more than one teacher per classification is eligible at the same time.
 - d. The Assistant Superintendent for Personnel will be notified, in writing, by April 1 of the teachers electing the option. Summer replacements that may be hired are as other short-term leave replacements.
2. A non-compensable leave of up to ten (10) days may be taken by 230-day-per-year Wing Lake staff, which may be taken in conjunction with a scheduled school recess.

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

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

R. In-service/Orientation Days for New Staff

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

S. Elementary Professional Development Days (P.D.D.)

At the elementary level, a specific type of professional development is referred to as Elementary Professional Development Days (P.D.D.). The content, scheduling, and number of elementary P.D.D. activities will be jointly established by the teachers and principal in each elementary school. Should a conflict arise the BHEA President and the Assistant Superintendent for Instruction shall be requested to assist in resolving the dispute. The resultant resolution shall not be subject to binding arbitration.

T. High School Department Heads

1. Remuneration

Effective with the 2003/2004 school year, department heads at Andover and Lahser High Schools will receive annual remuneration as follows:

<u>NUMBER TEACHERS IN DEPARTMENT</u>	<u>REMUNERATION</u>
5+	\$4,000
4	\$3,200
3	\$2,400
2	\$1,600
1	\$ 800

2. Departments

Effective with the 2005/2006 school year the following departments are established at the high schools:

- A) Math
- B) Science
- C) World Language/ELL
- D) Language Arts (English) including debate, speech, drama and forensics.
- E) Social Studies
- F) Academic Support including community service, counselors and PAGES
- G) Communication, Performing and Visual Arts including art, dance, music, physical education and health.
- H) Practical Arts including business, computers, engineering and family and consumer science.
- I) Special Education/DHH
- J) Media including TV and media specialists

NOTE: Beginning in the 2008/2009 school year, physical education and health will become an additional department at each high school.

3. Cost of Department Heads Capped

The total cost of the remuneration of the department heads at each high school is capped at \$37,600 (\$75,200 total for both schools) during the term of the contract. If the size of the departments exceeds the remuneration available, the available remuneration will be proportionally adjusted among the departments.

NOTE: A teacher may only be counted in one department.

4. Departments of More Than One Discipline

Each department may recommend to the principal who will be the chair or chairs.

ARTICLE 14 - EXTENDED SCHOOL YEAR AT WAY ELEMENTARY SCHOOL

A. School Year

The days when students are normally in school are extended over a 10-1/2 month time period, from August through July each school year.

B. Intersessions

There will be up to 19 additional enrichment school days (in addition to the student days) during the extended school year. These additional days are called intersessions. Each intersession will consist of 5 or 7 days of concentrated and highly integrated focus on subjects such as technology, math, and science.

C. Way School Calendar

The Way School calendar, including compensation time for conferences, will be the same as the calendar which is contained in the parties' collective bargaining agreement, except for the following:

1. Up to nineteen (19) intersession days shall be added to the school year.
2. The intersession days (days where the usual curriculum is not being taught) will be interspersed during the normal school year, and divided into three segments of not less than five nor more than seven days.
3. Parent-teacher conference scheduling will be agreed upon between the principal of Way School and the Way staff.
4. Calendar: Copies of the 2005-06, 2006-07 and 2007-08 school calendars are attached to this agreement. Subsequent school calendars will be mutually agreed upon.

D. Staffing of the Way School Extended School Year

Transfers, recalls from layoff, and returns from leave of absence will be processed as provided in this contract. (See Article 3 - Employment Conditions and Article 17 - Vacancies, Promotions and Transfers)

E. Teaching Intersessions and Compensation

1. All Way staff who have elected to be part of the extended school year at Way School will have the opportunity to teach during an intersession if they choose, provided a position, based on student enrollment, is available.
2. No staff will be required to teach an intersession.
3. Refusal of a teacher to teach during an intersession shall not be used or have any effect on a formal or informal evaluation of a teacher.
4. Way staff teaching an intersession will be compensation at \$23.00 per hour.
5. Staff who provide services such as band, orchestra, social work, psychology, and speech therapy, will work the normal school calendar. If there is need for additional services outside of the normal school calendar, the individual assigned to Way will have first option to work and will be compensated at the intersession rate of \$23.00 per hour.

F. Absence During Intersession

Staff working during an intersession but absent for illness as defined in the contract shall not be paid for the absence, and days will not be deducted from leave days or bank.

G. School Day and Preparation Time

1. Staff teaching in the intersessions will maintain the same teacher day and student contact as provided in the contract.

2. Preparation time may be provided differently than what is provided for in the contract. Scheduling of preparation time will be agreed upon between the principal of Way School and the staff.

H. Provisions of the Collective Bargaining Agreement Remain in Effect

All other provisions of the collective bargaining agreement will remain in effect except where changed by this Article.

I. This Agreement Does Not Establish Precedent

This agreement is specific to Way Elementary and shall not establish a precedent for similar such programs at other schools nor for the addition of hours or days on the normal school day or calendar.

ARTICLE 15 - CLASS SIZE

A. Exceptional Students

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

B. Work Stations

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

C. Elementary

The objectives for maximum elementary class sizes shall be:

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

1. When a class reaches one student over the recommended maximum, the District shall assign a one-half (1/2) time aide to assist the teacher.
2. When a class reaches three students over the recommended maximum, the District shall assign a full-time aide to assist the teacher.
3. When a class size continues to increase, the District will act to remedy the situation before the class size exceeds the maximum by four (4) students.
4. The recommended maximums shall be reduced by one student in combination grade level classes.
5. Planning for a reduced day for individual first grade students during the first two weeks of school shall be encouraged in all elementary schools.

6. No teacher shall be required to use a paraprofessional against his/her wishes. If the teacher elects not to use an aide, a meeting will be held to plan for other possible assistance. The Assistant Superintendent for Instruction and a representative appointed by the Association will meet with the teacher and the building administrator to determine the nature of this assistance.

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

D. High School

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

English	150/day or a maximum of 30 in any class
Language	150/day or a maximum of 32 in any class
Art	140/day or a maximum of 32 in any class (or as facilities permit to implement program)
Swimming Pool	175 per instructor
Special Education	As law states
Math, Business	155/day or a maximum of 32 in any class (except typing), Social Studies
Science, Drafting	150/day or a maximum of 32 in any class (or as facilities permit to implement program)
Typing, Computer, Industrial Arts, Family and Consumer Science, Physical Education	As facilities permit to implement program

E. Middle School

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

English, Social Studies, Math, Business (except typing) and Language	168/day or a maximum of 30/class period
Science and Art	168/day or a maximum of 30/class period (or as facilities permit to implement program)

Physical Education 45 per class period

Typing, Computer, As facilities permit to implement program
Industrial Arts,
Drafting and
Family and Consumer Science

F. Exceeding Class Size

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

G. Special Programming

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

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

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

2. A student shall not be considered two-for-one in the following circumstances:
 - a. If the special education staff in the building, rather than the general education teacher, has the responsibility for preparing educational materials, or if the special education staff in the building provides direct instructional services in the general education classroom to the IEP'd student.
 - b. In those cases where the District provides paraprofessional assistance in the regular education setting (i.e., a paraprofessional with a physically handicapped student, or an interpreter with a hearing impaired student).
3. The maximum class size in Math Concepts, Basic Government, Basic U.S. History, and other concept classes at the secondary level, shall not exceed twenty-five students.

H. Guidance Counselors

1. Counseling Load

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

Middle School	450
High School	400

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

I. Secondary Subject Area Preparations

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

J. Less Than Full Time Teaching Schedules

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

ARTICLE 16 - TEACHING ASSIGNMENTS

A. Regular Teaching Assignments

1. Change in Assignments

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

Whenever possible, classroom teachers will be notified at least one (1) week prior to the beginning of each semester of a building transfer; provided, however, that no such teacher shall be involuntarily transferred unless notified by the previous June for the fall semester, and by December 1 for the spring semester. This provision is not applicable to itinerant staff.

2. Assistance for New Teachers

All beginning teachers shall be assured of the assistance of experienced teachers for the duration of the probationary period to help orient the new teachers to the realities of teaching and to the expectations of the profession and the school system in which they work.

3. Split Shift

No teacher shall be required to work a split shift as part of the regular assignment.

B. Substitute Teaching Assignments — SEMS

1. The Board will maintain a list of substitute teachers. Teachers are required to call the Substitute Employee Management System (SEMS), or its equivalent, as soon as they are aware of their unavailability for work. Once a teacher has reported unavailability, administration is responsible for arranging for a substitute teacher.
2. Teachers, except with their consent, shall not be required to assume the responsibilities of absent teachers. Teachers who do accept this responsibility shall be compensated at their hourly rate.

ARTICLE 17 - VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting - Transfer

1. Posting Vacancies

The Board shall post all known vacancies for the coming school year as they occur from April 1 through July 15. A vacancy in a non-classroom bargaining unit position, shall be posted when it occurs. Copies of all postings shall be posted in all buildings including the Board office and sent to the BHEA office.

2. Posting Period

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

3. Transfer Requests — Procedure

A teacher may initiate a voluntary transfer request by completing the “transfer request” form. Transfer requests become void on the last working day of August prior to the start of the school year, or at the time a response is received by the applicant concerning the requested transfer.

The following procedure shall be followed:

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

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

B. Involuntary Transfer

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

However, involuntary transfers may occur because of a decrease in enrollment, an increase in enrollment, school closings, or for the good of the instructional program, or to implement the No Child Left Behind Act, Education Yes or other applicable state or federal laws.

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

Prior to initiating an involuntary transfer, the appropriate Assistant Superintendent for Instruction will discuss the reasons for the transfer with the involved teacher and a representative of the BHEA, if the teacher so desires.

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

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

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

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

C. Guidance Counselors Do Not Acquire "Tenure" in the Position of Guidance Counselor

Individuals who are employed as guidance counselors are subject to the same transfer provisions contained in Article 17 as other teachers in the District. A guidance counselor does not acquire tenure in the position of guidance counselor.

ARTICLE 18 - SALARY SCHEDULE

A. Basic Salary Schedule

The basic salaries of teachers are set forth in Section H below. The Salary Schedules shall remain in effect during the term of this Agreement.

B. Salary Schedule Placement

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

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

1. Application

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

2. Additional Degree or Graduate Credit

Placement on a different salary track is contingent on the additional degree or graduate credit hours being earned in a field directly related to K-12 education. However, a degree or advanced graduate hours earned in fields outside of K-12 education will be accepted, if directly related to the majority of the teacher's assignment or in an area in which the individual is certified and qualified, per Article 3 of the collective bargaining agreement. Advanced hours or degrees earned in law will not qualify for placement on another salary track.

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

Undergraduate Credit taken to meet requirements of NCLB

In addition, if a teacher takes undergraduate credit hours beyond that required for certification to meet the highly qualified teacher requirements of the No Child Left Behind Act, up to 6 undergraduate credits may be applied to the MA +30 salary track. The credit hours must be commenced after the teacher is employed by Bloomfield Hills Schools. This option is not subject to the grievance procedure.

3. Graduate Credit Hours Obtained Through the Excellence In Teaching (EIT) Program for Probationary Teachers - Exception

In order to be placed on the MA +30 salary track, the graduate credit hours must be earned after receipt of the master's degree. However, teachers who earn graduate credit hours through enrollment in the EIT program for probationary teachers and who are unable to apply the EIT graduate credit hours to the teacher's master degree program may have the EIT graduate credit hours apply toward placement on the MA+30 salary track under the following circumstances:

The teacher must obtain a letter from the university which is conferring the master's degree specifying that the EIT graduate semester hours are not applicable to the master's degree and giving the reason the credits are not applicable.

Up to six EIT graduate semester hours may apply to the MA+30 salary track.

This option is not subject to the grievance procedure.

4. Grade Point Average

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

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

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

E. Doctoral Salary

Employees who hold a PhD/EdD shall receive \$1500 in addition to the amount identified for the appropriate step placement on the MA+30 salary schedule.

F. Stipend for the following Certifications: Certification by National Board for Professional Teaching Standards; Excellence In Teaching (EIT) Certification; Powerful and Authentic Social Studies (PASS) Certification; Nationally Certified School Psychologists; and Certified School Social Worker Specialists.

1. Upon receipt of proper documentation, a teacher may receive an annual stipend for one of the following certifications (Note: eligible teachers who work less than a full school year will have the stipend prorated):

a. Board for Professional Teaching Standards Certification

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

b. Excellence In Teaching (EIT) or Powerful and Authentic Social Studies (PASS) Certification

The Board and the Association has worked with Oakland Schools and developed an alternative certification process (similar to the National Board for Professional Teaching Standards) for teachers with 10 years or more teaching experience. This program is named Excellence In Teaching (EIT). Those teachers with 10 years or more teaching experience who hold current EIT certification shall receive \$1500 in addition to the amount identified as their current salary step and schedule. However, teachers who receive Board paid EIT certification during his/her probationary period are not eligible for the EIT stipend. When such teachers attain 10 years of full time K-12 teaching experience, and complete and EIT re-certification process, they will be eligible for the EIT stipend.

Teachers who hold current Powerful and Authentic Social Studies (PASS) certification will also receive \$1500 in addition to the amount identified as their current salary step and schedule.

- c. Upon annual receipt of proper documentation showing current certification, school psychologists and social workers shall receive an annual stipend for one of the following certifications:

National School Psychology Certification System:
Nationally Certified School Psychologists

National Association Social Workers:
Certified School Social Worker Specialist

Those school psychologists and social workers who hold current certification from the above organizations shall receive \$1500 in addition to the amount identified as their current salary step and schedule.

Upon annual receipt of proper documentation showing current certification, speech pathologists who hold a valid teaching certificate shall receive an annual stipend for the following certifications:

* American Speech-Language Hearing Association

* Certificate of Clinical Competence (CCC) in Speech-Language Pathology

Those speech pathologists who hold current certification from the above organizations shall receive \$1500 in addition to the amount identified as their current step and schedule.

2. Procedure to Receive Stipend

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

G. Guidance Counselors — Extension of Contract Days

The need may arise to extend the individual contract of a guidance counselor before the beginning of the regular year for teachers, and/or after the last regular day for teachers. The guidance counselor may have his/her contract extended up to 14 additional days, on a per diem basis, upon the recommendation of the principal and the approval of the Assistant Superintendent for Personnel. Any counselor/supervisor who transfers to the position of guidance counselor and maintains the counselor/supervisor salary shall be required to work the 14 additional days beyond the regular teacher's contract days.

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

H. Salary Schedule

2005-06 Salary Schedule

	Step	BA Salary	MA Salary	M+30 Salary	DR Salary
1	(02)	\$39,558	\$41,572	\$44,408	\$45,098
1.5	(03)	\$39,979	\$42,259	\$45,092	\$46,592
2	(04)	\$40,400	\$42,946	\$45,777	\$47,277
2.5	(05)	\$40,692	\$43,474	\$46,292	\$47,792
3	(06)	\$40,985	\$44,002	\$46,808	\$48,308
3.5	(07)	\$42,033	\$45,328	\$48,177	\$49,677
4	(08)	\$43,081	\$46,654	\$49,546	\$51,046
4.5	(09)	\$44,412	\$48,280	\$51,230	\$52,730
5	(10)	\$45,744	\$49,906	\$52,913	\$54,413
5.5	(11)	\$47,197	\$51,683	\$54,760	\$56,260
6	(12)	\$48,651	\$53,459	\$56,606	\$58,106
6.5	(13)	\$50,167	\$55,277	\$58,507	\$60,007
7	(14)	\$51,683	\$57,096	\$60,408	\$61,908
7.5	(15)	\$53,205	\$58,936	\$62,327	\$63,827
8	(16)	\$54,727	\$60,776	\$64,245	\$65,745
8.5	(17)	\$56,235	\$62,607	\$66,153	\$67,653
9	(18)	\$57,744	\$64,438	\$68,060	\$69,560
9.5	(19)	\$62,073	\$69,740	\$73,505	\$75,005
10	(20)	\$66,403	\$75,041	\$78,950	\$80,450
10.5	(21)	\$69,482	\$78,520	\$82,610	\$84,110
11	(22)	\$72,560	\$81,999	\$86,270	\$87,770

2006-07 Salary Schedule

	Step	BA Salary	MA Salary	M+30 Salary	DR Salary
1	(02)	\$40,388	\$42,445	\$45,341	\$46,841
1.5	(03)	\$40,818	\$43,147	\$46,039	\$47,539
2	(04)	\$41,248	\$43,848	\$46,738	\$48,238
2.5	(05)	\$41,457	\$44,387	\$47,264	\$48,764
3	(06)	\$41,846	\$44,926	\$47,791	\$49,291
3.5	(07)	\$42,916	\$46,280	\$49,189	\$50,689
4	(08)	\$43,986	\$47,633	\$50,587	\$52,087
4.5	(09)	\$45,345	\$49,294	\$52,306	\$53,806
5	(10)	\$46,704	\$50,955	\$54,025	\$55,525
5.5	(11)	\$48,188	\$52,768	\$55,910	\$57,410
6	(12)	\$49,672	\$54,581	\$57,795	\$59,295
6.5	(13)	\$51,220	\$56,438	\$59,736	\$61,236
7	(14)	\$52,768	\$58,295	\$61,677	\$63,177
7.5	(15)	\$54,322	\$60,174	\$63,636	\$65,136
8	(16)	\$55,876	\$62,052	\$65,595	\$67,095
8.5	(17)	\$57,416	\$63,922	\$67,542	\$69,042
9	(18)	\$58,956	\$65,792	\$69,489	\$70,989
9.5	(19)	\$63,377	\$71,204	\$75,048	\$76,548
10	(20)	\$67,797	\$76,617	\$80,608	\$82,108
10.5	(21)	\$70,941	\$80,169	\$84,345	\$85,845
11	(22)	\$74,084	\$83,721	\$88,082	\$89,582

2007-08 Salary Schedule

	Step	BA Salary	MA Salary	M+30 Salary	DR Salary
	1 (02)	\$41,236	\$43,336	\$46,293	\$47,793
	1.5 (03)	\$41,676	\$44,053	\$47,006	\$48,506
	2 (04)	\$42,115	\$44,769	\$47,719	\$49,219
	2.5 (05)	\$42,419	\$45,319	\$48,257	\$49,757
	3 (06)	\$42,724	\$45,870	\$48,794	\$50,294
	3.5 (07)	\$43,817	\$47,252	\$50,222	\$51,722
	4 (08)	\$44,909	\$48,634	\$51,649	\$53,149
	4.5 (09)	\$46,297	\$50,329	\$53,404	\$54,904
	5 (10)	\$47,685	\$52,025	\$55,159	\$56,659
	5.5 (11)	\$49,200	\$53,876	\$57,084	\$58,584
	6 (12)	\$50,715	\$55,727	\$59,009	\$60,509
	6.5 (13)	\$52,296	\$57,623	\$60,990	\$62,490
	7 (14)	\$53,876	\$59,520	\$62,972	\$64,472
	7.5 (15)	\$55,463	\$61,438	\$64,972	\$66,472
	8 (16)	\$57,049	\$63,355	\$66,972	\$68,472
	8.5 (17)	\$58,622	\$65,264	\$68,960	\$70,460
	9 (18)	\$60,194	\$67,173	\$70,948	\$72,448
	9.5 (19)	\$64,708	\$72,700	\$76,624	\$78,124
	10 (20)	\$69,221	\$78,226	\$82,301	\$83,801
	10.5 (21)	\$72,430	\$81,852	\$86,116	\$87,616
	11 (22)	\$75,640	\$85,479	\$89,932	\$91,432

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

I. Increment Credit

1. Entire School Year
A teacher who works the entire school year shall be granted one increment on the salary schedule regardless of whether the employee works full time or less than full time. A teacher who completes 94 or more work days shall be granted a full increment.
2. Working 47 to 93 Days
A teacher who completes between 47 work days and 93 work days shall be granted one half (1/2) increment.
3. 46 or Less Days
A teacher who completes 46 or less work days shall not be given an increment for that year.
4. Sick Leave and Short-Term Disability
Time spent on sick leave including short-term disability shall count as time toward the completion of a year or a portion thereof. Teachers who are using their own sick days at the commencement of the school year shall be given their increment credit for the previous year consistent with the formula contained herein.

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

J. Repayment of Unemployment Compensation

1. Repayment
A teacher who is laid off and who is paid unemployment compensation benefits (associated with the regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled, on or before October 1, to a teaching position for the succeeding school year shall have their teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits paid prior to the return to work. The total compensation shall not be reduced below that which would have been received for the actual days worked upon recall.
2. Defense and Indemnification of Association
The interpretation, application, administration and enforcement of this provision shall be in accordance with the provisions and requirements of the Michigan Employment Security Act. In the event of any action against the Association brought in a court or administrative agency because of its compliance with this provision, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended it will indemnify and hold the Association harmless from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct result of the Association's compliance with this provision.

ARTICLE 19 - PAYROLL PROCEDURES AND DEDUCTIONS

A. Payroll Procedures

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

The pay year may be extended to 22 or 27 pays, contingent upon the conformity of pay dates to the teacher work year.
2. Elections To Be Made By July 15
Teachers must make an election, or a change in an election, regarding the defined number of pay dates no later than July 15 each year. An election will continue from year to year unless an Election Change Form is filed with the Personnel Office by July 15 for the following school year. There shall be no change in an election after July 15.
3. Direct Deposit Program
In the event a pay date falls on a day when teachers are not scheduled to work, staff shall receive their pay on the last day prior to closing. In the event a pay date falls on a day when all staff in the District are not scheduled to work, all staff shall, if possible, receive their pay on the last day prior to closing.

Effective with the implementation of a direct deposit program, payroll dates will be the same as that of other district employees. For those employees who do not elect to participate in the direct deposit program, payroll checks will be mailed to the employees' home address on the regularly scheduled pay date.

4. Co-Curricular

Payment for co-curricular services shall be paid in accordance with the options elected as indicated in Article 21(B)(5) and shall be made on regular pay dates.

B. Payroll Deductions

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

1. Association Dues, PAC & MEAR contributions
2. United Foundation
3. Credit Union
4. Tax-sheltered accounts (403(b) qualified)(ten (10) as agreed upon)
5. 457(b) Tax Deferred Plan (maximum 4)
6. Cafeteria Benefit Plan
7. Municipal income taxes of Pontiac and Detroit for those teachers who have submitted written authorization for said deduction.

ARTICLE 20 - PER DIEM AND HOURLY RATES

A. Classroom Assignments in Excess of Normal Teaching Load

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

B. Return to School at Night

The Board agrees to pay teachers an hourly rate commensurate with their salary for performing teaching duties which require a return to school at night (except when sponsoring a student organization activity as per Article 13, Section F, 1(c)), providing written notice and/or approval in advance is secured from the building administrator. Such pay shall not be less than two (2) hours.

C. Elementary - Absence of Special Subject Teacher

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

D. Deductions for Lost Days/Determination of Hourly Rate

Deductions for days lost or for a partial year's service shall be premised on the number of working days affected. A teacher's hourly rate is to be determined by dividing the basic salary for the year by the total number of hours scheduled (190 days will be used – 1409.16 hours).

E. Proration of Salary for Less Than Full Time Teachers

Salary for less than full-time positions shall be premised on a proration of the regular full-time hours at the appropriate level of assignment, as stated in Article 13(B).

F. Salary Includes Travel Time

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

G. Duty Assignments

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

H. Mileage

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the IRS rate for miles driven. The rate for reimbursement will be that currently in effect July 1 of the new school year; and such rate will remain in effect for the entire fiscal year. The same allowance shall be given for use of personal cars for business of the District as approved by the Administration.

ARTICLE 21 - SUPPLEMENTAL SCHEDULES

A. Extra Duty Assignments

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

1. Policy: Employ Many Different Teachers:
The policy under this Agreement shall be to employ as many different teachers as are qualified to serve in the various classifications listed. Therefore, teachers having no extra paid activities will be given preference over other teachers already involved in this schedule, if their qualifications are similar.
2. Postings
Athletic co-curricular positions will be posted.
3. Listed Positions Having No Programs:
Some positions are listed for which no program exists. Should the program be instituted by action of the Board, the co-curricular schedule shall apply.
4. Criteria for Payment of Co-curricular Positions:
Payment for co-curricular positions shall be based upon:
 - a. Assignment/Approval
Assignment, or approval in writing, by the school principal and Central Office Administration.
 - b. Salary for New Co-curricular Positions
The salary of those individuals who assume a new co-curricular position will be as follows:

1) If prior position and new position are within the same activity and the new position includes additional responsibility, the rate for the new position shall be the next higher dollar amount over the rate paid the individual at the prior position plus one additional step.

2) If the prior position and the new position are within the same activity and the new includes less responsibility than the prior position, the rate for the new position will be determined solely upon the number of years of experience within the same activity.

3) If a prior athletic coaching position was held, and the prior position and the new position are not within the same activity, the rate for the new position will be determined by determining the step paid the previous year for the prior position and dividing by two. Fractional results will be rounded up to the nearest whole number.

“Same Activity” – Definition

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

c. Class Which is Identical to the Non-athletic Activity

In the event a class is conducted which is identical to the involved non-athletic activity, the sponsor will receive one half (1/2) of the salary (example: yearbook, school paper, student council).

d. Minimum Limits for Vocal Music & Instrumental Music/Drama & Dance Compensation

The following minimum limits are in effect for vocal and instrumental music teachers who are to be eligible for 100% of the supplementary pay, as established in the Supplemental Schedule of Article 21 of the Master Contract.

Vocal and Instrumental Music:

1. High School & Middle School: There will be a minimum of six (6) performances or events.
2. Elementary: There will be a minimum of two (2) performances or events per school.

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

3. Definitions:

A. Performance/Event

In a performance:

- 1) The performance or event will be held outside of the school day.
- 2) The teacher contracted for the assignment will conduct or participate in the entire performance or event. Participation of the teacher must be required for the student performance in order to qualify as a performance or event.
- 3) Teachers who do not complete the minimum number of performances or events, will have their supplemental pay prorated accordingly.

Administrative Approval Required: Number and Scheduling of Performances

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

e. Music, Dance and Drama Performances

Music, dance and drama teachers will follow performance guidelines as outlines in A(4)(d), of this Article with the following addition:

(1) Two or more teachers – Single Performance

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

(2) Students from One or More Schools – Single Performance

If a music teacher conducts students from one or more schools at a single performance, total payment for the performance will not exceed the amount paid for the single performance.

(3) Definitions:

A. Performance/Event

In a performance:

- 1) The performance or event will be held outside of the school day.
- 2) The teacher contracted for the assignment will conduct or participate in the entire performance or event. Participation of

the teacher must be required for the student performance in order to qualify as a performance or event.

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

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

Administrative Approval Required: Number and Scheduling of Performances

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

f. Inservice Clinic Conference Budget

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

B. Co-Curricular Supplemental Contracts

1. Issuance of Contracts

If possible, during the week of May 1 of the preceding school year, co-curricular supplemental contracts will be issued to teachers the administration desires to employ in specific positions for the succeeding school year. Teachers desiring to accept the position shall return the contract, with their signature affixed to the contract, to the building principal on or before June 1 of the preceding year. Failure to return the signed contract by June 1 will indicate the teacher does not desire to be employed in the specific position.

2. Resignation

If a teacher desires to resign from a co-curricular position prior to fulfilling the contract for other reasons than health, or by mutual consent, and within sixty (60) calendar days prior to the official starting date of a fall activity, or ninety (90) calendar days prior to the official starting date of a winter or spring activity, the employee will be contractually obligated to fulfill the contract until such time during the same school year that the administration secures an adequate replacement. The administration will endeavor to find an adequate replacement upon written notification of a teacher's desire resign from a co-curricular position. After notification of the desire to resign, any time spent on the contractually agreed to activity by the resigning teacher will be appropriately compensated.

3. How Rates Are Determined

Rates indicated in the Supplemental Salary Schedule are based on official starting and closing dates of the sport's seasons, by production drama, or semester in

intramurals. All other positions are on a total-school-year basis and any employment in a yearly position will be prorated if employment is less than a total school year.

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

5. Options for Receipt of Co-curricular Salaries

The Board will provide three (3) options for the receipt of co-curricular salaries, and those options are:

- a. Equal payments while activity/sport is being conducted.
- b. (Full-time teachers only) Payment for all contracts paid in equal installments from the beginning to the end of the school year.
- c. (Full-time teachers only) Payment in equal payments for twelve (12) months.

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

6. Final Installment Payment

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

C. Middle School Football Coaches

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

D. Co-curricular Salary Schedule

1. Incentive Supplemental Pay for Athlete Personnel

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

- a. If an employee holds two coaching positions and the teams practice at different times during the same season and the coach qualifies for incentive pay, they will receive the incentive pay on each position.
- b. If an employee holds two coaching positions and the teams practice at the same time and the coach qualifies for incentive pay, the percentage of incentive pay will be based on the one and one half (1 ½) salary for the two positions.

Incentive pay for athletic personnel:

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

E. Art Teacher Additional Compensation

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

F. Summer School Pay Schedule

1. Available Positions

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

2. Preferences

Preferences shall be given to those teachers who have summer school seniority within the subject area applicable to the position, providing such previous performance shall have been deemed satisfactory by the director of the summer school program and/or the immediate supervisor.

3. Assignment/Approval

Assignment to the summer school positions is subject to the approval of the summer school administrator and the Assistant Superintendent for Personnel.

4. Pay Rate

Payment for summer school teachers will be \$23.00 per hour. Rates not applicable to SCAMP program.

G. Curriculum Rate

Payment for curriculum work will be \$23.00 per hour.

H. Way Elementary School Intersession Rate

Payment for teaching intersessions at Way School will be \$23.00 per hour.

I. Driver Education Pay Schedule

1. Payment for Driver Education shall be based upon:

- a. Years of experience in Driver Education (375 hours is considered as one year of experience).
- b. Preference shall be given to those teachers who have Driver Education seniority, based upon satisfactory performance as measured by the Administration.
- c. Teachers will be given an additional \$1.00 per hour over and above their hourly rate for performing in the capacity of driver education classroom teachers; this rate not to exceed thirty (30) hours per classroom teacher per session.
- d. Driver education teachers will be paid \$24.00 per hour.
- e. The Board shall provide liability insurance for Driver Education instructors.

J. NCA Chair and IBO Stipends

1. North Central Association (NCA)

NCA chairs and goal chairs shall receive an annual stipend as follows:

- a. \$500 for NCA chairs
- b. \$300 for goal chairs
- c. The stipend at each building (except Model High School & Alternative High School) will be paid to a maximum of two (2) NCA chairs and three (3) goal chairs, for a total not to exceed \$1900.
- d. At Model High School & Alternative High School, the stipend will be paid to a maximum of one (1) NCA chair and one (1) goal chair, for a total not to exceed \$800.
- e. The stipend will be prorated if a teacher serves as a NCA chair or goal chair less than a full year.
- f. The stipend amount shall be in effect during the term of this contract.

K. NCA

NCA Chairs and Goal Chairs shall receive an annual stipend as follows:

- a. \$500 for NCA chairs.
- b. \$300 for goal chairs.
- c. The stipend at each building (except Model High School & Alternative High School) will be paid to a maximum of two (2) NCA chairs and three (3) goal chairs, for a total not to exceed \$1900.
- d. At Model High School and Alternative High School, the stipend will be paid to a maximum of one (1) NC and one (1) Goal chair, for a total not to exceed \$800.
- e. The stipend will be prorated if a teacher serves as a NCA chair or goal chair less than a full year.
- f. The stipend amount shall be in effect during the term of this contract.

Clubs

Clubs will be established at the building level based on:

- 1) Budget and financial considerations.
- 2) On student and staff interest.
- 3) Central administration approval

The criteria for clubs are:

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

2005-2006 CO-CURRICULAR SCHEDULE

2.10%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,507	\$3,953	\$4,749	\$5,260	\$6,377	\$6,696	\$7,334	\$7,971
	HS Asst	\$2,304	\$2,589	\$3,158	\$3,631	\$4,200	\$4,409	\$4,829	\$5,249
	MS Head	\$1,831	\$2,242	\$2,620	\$2,968	\$3,503	\$3,679	\$4,029	\$4,379
	MS Asst	\$1,421	\$1,452	\$1,609	\$1,863	\$2,148	\$2,255	\$2,470	\$2,685
Basketball	HS Head	\$3,507	\$3,953	\$4,749	\$5,260	\$6,377	\$6,696	\$7,334	\$7,971
	HS Asst	\$2,304	\$2,589	\$3,158	\$3,631	\$4,200	\$4,409	\$4,829	\$5,249
	MS	\$1,389	\$1,421	\$1,578	\$1,894	\$2,431	\$2,552	\$2,795	\$3,038
	7/8 Travel	\$1,592	\$1,624	\$1,787	\$2,112	\$2,665	\$2,798	\$3,064	\$3,331
Swimming	HS Head	\$3,507	\$3,953	\$4,749	\$5,260	\$6,377	\$6,696	\$7,334	\$7,971
	HS Asst	\$2,304	\$2,589	\$3,158	\$3,631	\$4,200	\$4,409	\$4,829	\$5,249
	MS	\$1,562	\$1,849	\$2,008	\$2,326	\$2,680	\$2,814	\$3,082	\$3,350
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,645	\$2,935	\$3,538	\$4,080	\$4,942	\$5,190	\$5,684	\$6,178
	HS Asst	\$1,975	\$2,200	\$2,614	\$2,836	\$3,316	\$3,482	\$3,813	\$4,145
	MS	\$1,402	\$1,435	\$1,624	\$2,008	\$2,169	\$2,277	\$2,494	\$2,711
Tennis/CC/Golf	HS Head	\$2,341	\$2,631	\$2,957	\$3,218	\$4,159	\$4,367	\$4,783	\$5,199
	HS Asst	\$1,435	\$1,530	\$1,624	\$1,912	\$2,359	\$2,476	\$2,712	\$2,948
	MS	\$1,371	\$1,435	\$1,497	\$1,785	\$1,946	\$2,043	\$2,238	\$2,432
Intramural	HS	\$894	\$1,244	\$1,339	\$1,658	\$1,881	\$1,975	\$2,163	\$2,351
Athletic Director	MS	\$5,961	\$6,248	\$6,633	\$6,917	\$8,342	\$8,759	\$9,593	\$10,427
Cheerleading	HS Head	\$1,562	\$1,624	\$1,753	\$1,785	\$2,424	\$2,546	\$2,788	\$3,030
	HS JV	\$1,562	\$1,624	\$1,753	\$1,785	\$2,169	\$2,277	\$2,494	\$2,711
	9th	\$828	\$955	\$1,211	\$1,339	\$1,593	\$1,673	\$1,832	\$1,991
Pon Pom	HS	\$1,530	\$1,658	\$2,008	\$2,264	\$2,581	\$2,710	\$2,968	\$3,226
Weight Room	HS	\$734	\$860	\$1,020	\$1,244	\$1,371	\$1,440	\$1,577	\$1,714
Dance	HS (Per Prod)	\$398	\$478	\$590	\$653	\$733			
Drama	HS (Per Prod)	\$1,690	\$1,946	\$2,072	\$2,326	\$2,709			
	MS (Per Prod)	\$638	\$734	\$797	\$925	\$1,274			
Music (VO IN OR)	HS	\$2,390	\$2,865	\$3,538	\$3,919	\$4,398			
	MS	\$1,817	\$2,099	\$2,775	\$2,865	\$3,919			
	ES (Per Prod)	\$190	\$223	\$254	\$288	\$383			
Marching Band	HS	\$1,306	\$1,402	\$1,562	\$1,881	\$2,230			
March Band Camp	HS (per Day)	\$96	\$96	\$96	\$96	\$96			

Forensic	HS Head	\$1,624	\$1,912	\$2,072	\$2,230	\$3,524
	HS Asst 66%	\$1,072	\$1,262	\$1,367	\$1,472	\$2,326
	MS Head					\$1,146
	MS Asst					\$1,032
Debate	HS	\$1,624	\$1,912	\$2,072	\$2,230	\$3,103
	MS	\$318	\$797	\$860	\$1,020	\$1,306
Quiz Bowl/Mock Trial		\$1,179	\$1,306	\$1,435	\$1,562	\$1,817
Musical	HS Director	\$2,008	\$2,230	\$2,486	\$2,963	\$3,444
	HS Orch/Voc	\$1,371	\$1,562	\$1,785	\$1,975	\$2,200
	HS Choreog	\$606	\$700	\$764	\$894	\$1,244
	HS Light/Set	\$510	\$541	\$572	\$606	\$669
	MS Director	\$925	\$1,211	\$1,339	\$1,562	\$1,849
	MS Orch Voc	\$606	\$700	\$764	\$860	\$1,211
	MS Choreog	\$416	\$479	\$572	\$638	\$734
Yrbook/Paper and Student Govt.	HS	\$1,435	\$1,593	\$1,849	\$1,975	\$2,614
	MS	\$925	\$1,148	\$1,179	\$1,244	\$1,274
Clubs	HS/MS/ES	\$572	\$669	\$797	\$955	\$1,211
Grade Sponsors	9 thru 12	\$1,148	\$1,274	\$1,371	\$1,562	\$1,975

2006-2007 CO-CURRICULAR SCHEDULE

2.10%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,580	\$4,036	\$4,849	\$5,371	\$6,511	\$6,837	\$7,488	\$8,139
	HS Asst	\$2,352	\$2,643	\$3,224	\$3,707	\$4,288	\$4,502	\$4,931	\$5,360
	MS Head	\$1,869	\$2,289	\$2,675	\$3,030	\$3,577	\$3,756	\$4,114	\$4,471
	MS Asst	\$1,451	\$1,482	\$1,642	\$1,902	\$2,193	\$2,303	\$2,522	\$2,741
Basketball	HS Head	\$3,580	\$4,036	\$4,849	\$5,371	\$6,511	\$6,837	\$7,488	\$8,139
	HS Asst	\$2,352	\$2,643	\$3,224	\$3,707	\$4,288	\$4,502	\$4,931	\$5,360
	MS	\$1,418	\$1,451	\$1,611	\$1,933	\$2,482	\$2,606	\$2,854	\$3,102
	7/8 Travel	\$1,626	\$1,658	\$1,824	\$2,156	\$2,721	\$2,857	\$3,129	\$3,401
Swimming	HS Head	\$3,580	\$4,036	\$4,849	\$5,371	\$6,511	\$6,837	\$7,488	\$8,139
	HS Asst	\$2,352	\$2,643	\$3,224	\$3,707	\$4,288	\$4,502	\$4,931	\$5,360
	MS	\$1,595	\$1,887	\$2,050	\$2,375	\$2,736	\$2,873	\$3,147	\$3,420
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,701	\$2,997	\$3,612	\$4,166	\$5,046	\$5,299	\$5,803	\$6,308
	HS Asst	\$2,016	\$2,246	\$2,669	\$2,896	\$3,385	\$3,555	\$3,893	\$4,232
	MS	\$1,432	\$1,465	\$1,659	\$2,050	\$2,214	\$2,325	\$2,547	\$2,768
Tennis/CC/Golf	HS Head	\$2,390	\$2,686	\$3,019	\$3,285	\$4,247	\$4,459	\$4,884	\$5,308
	HS Asst	\$1,465	\$1,562	\$1,659	\$1,952	\$2,408	\$2,528	\$2,769	\$3,010
	MS	\$1,400	\$1,465	\$1,529	\$1,823	\$1,987	\$2,086	\$2,285	\$2,483
Intramural	HS	\$912	\$1,270	\$1,367	\$1,693	\$1,921	\$2,017	\$2,209	\$2,401
Athletic Director	MS	\$6,086	\$6,379	\$6,772	\$7,062	\$8,517	\$8,943	\$9,795	\$10,646
Cheerleading	HS Head	\$1,595	\$1,659	\$1,790	\$1,823	\$2,475	\$2,599	\$2,847	\$3,094
	HS JV	\$1,595	\$1,659	\$1,790	\$1,823	\$2,214	\$2,325	\$2,547	\$2,768
	9th	\$845	\$975	\$1,236	\$1,367	\$1,627	\$1,708	\$1,871	\$2,033
Pon Pom	HS	\$1,562	\$1,693	\$2,050	\$2,311	\$2,635	\$2,766	\$3,030	\$3,293
Weight Room	HS	\$750	\$878	\$1,041	\$1,270	\$1,400	\$1,470	\$1,610	\$1,750
Dance	HS (Per Prod)	\$407	\$488	\$603	\$667	\$748			
Drama	HS (Per Prod)	\$1,726	\$1,987	\$2,115	\$2,375	\$2,766			
	MS (Per Prod)	\$652	\$750	\$813	\$944	\$1,301			
Music (VO IN OR)	HS	\$2,440	\$2,925	\$3,612	\$4,002	\$4,490			
	MS	\$1,856	\$2,143	\$2,833	\$2,925	\$4,002			
	ES (Per Prod)	\$194	\$228	\$260	\$294	\$391			
Marching Band	HS	\$1,334	\$1,432	\$1,595	\$1,921	\$2,277			
March Band Camp	HS (per Day)	\$98	\$98	\$98	\$98	\$98			

Forensic	HS Head	\$1,659	\$1,952	\$2,115	\$2,277	\$3,598
	HS Asst 66%	\$1,095	\$1,289	\$1,396	\$1,503	\$2,375
	MS Head					\$1,170
	MS Asst					\$1,054
Debate	HS	\$1,659	\$1,952	\$2,115	\$2,277	\$3,168
	MS	\$325	\$813	\$878	\$1,041	\$1,334
Quiz Bowl/Mock Trial		\$1,204	\$1,334	\$1,465	\$1,595	\$1,856
Musical	HS Director	\$2,050	\$2,277	\$2,538	\$3,025	\$3,516
	HS Orch/Voc	\$1,400	\$1,595	\$1,823	\$2,016	\$2,246
	HS Choreog	\$619	\$714	\$780	\$912	\$1,270
	HS Light/Set	\$521	\$552	\$584	\$619	\$683
	MS Director	\$944	\$1,236	\$1,367	\$1,595	\$1,887
	MS Orch Voc	\$619	\$714	\$780	\$878	\$1,236
	MS Choreog	\$425	\$489	\$584	\$652	\$750
Yrbook/Paper and Student Govt.	HS	\$1,465	\$1,627	\$1,887	\$2,016	\$2,669
	MS	\$944	\$1,172	\$1,204	\$1,270	\$1,301
Clubs	HS/MS/ES	\$584	\$683	\$813	\$975	\$1,236
Grade Sponsors	9 thru 12	\$1,172	\$1,301	\$1,400	\$1,595	\$2,016

2007-2008 CO-CURRICULAR SCHEDULE

2.10%

AREA	POSITION	1	2	3	4	5	5%	15%	25%
Football	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS Head	\$1,908	\$2,337	\$2,731	\$3,094	\$3,652	\$3,835	\$4,200	\$4,565
	MS Asst	\$1,481	\$1,513	\$1,677	\$1,942	\$2,239	\$2,351	\$2,575	\$2,799
Basketball	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS	\$1,448	\$1,481	\$1,645	\$1,974	\$2,534	\$2,661	\$2,914	\$3,167
	7/8 Travel	\$1,660	\$1,693	\$1,863	\$2,202	\$2,778	\$2,917	\$3,195	\$3,472
Swimming	HS Head	\$3,655	\$4,121	\$4,951	\$5,484	\$6,648	\$6,980	\$7,645	\$8,310
	HS Asst	\$2,401	\$2,699	\$3,292	\$3,785	\$4,378	\$4,597	\$5,034	\$5,472
	MS	\$1,628	\$1,927	\$2,093	\$2,425	\$2,794	\$2,933	\$3,213	\$3,492
BB SB VB HK SC GYM GY WR TR SKI LAC CompCheer	HS Head	\$2,758	\$3,060	\$3,688	\$4,253	\$5,152	\$5,410	\$5,925	\$6,440
	HS Asst	\$2,059	\$2,293	\$2,725	\$2,956	\$3,457	\$3,629	\$3,975	\$4,321
	MS	\$1,462	\$1,496	\$1,693	\$2,093	\$2,261	\$2,374	\$2,600	\$2,826
Tennis/CC/Golf	HS Head	\$2,440	\$2,742	\$3,083	\$3,354	\$4,336	\$4,553	\$4,986	\$5,420
	HS Asst	\$1,496	\$1,595	\$1,693	\$1,993	\$2,459	\$2,582	\$2,827	\$3,073
	MS	\$1,429	\$1,496	\$1,561	\$1,861	\$2,028	\$2,130	\$2,333	\$2,535
Intramural	HS	\$932	\$1,297	\$1,396	\$1,728	\$1,961	\$2,059	\$2,255	\$2,451
	Athletic Director	MS	\$6,214	\$6,513	\$6,914	\$7,211	\$8,696	\$9,131	\$10,000
Cheerleading	HS Head	\$1,628	\$1,693	\$1,827	\$1,861	\$2,527	\$2,654	\$2,906	\$3,159
	HS JV	\$1,628	\$1,693	\$1,827	\$1,861	\$2,261	\$2,374	\$2,600	\$2,826
	9th	\$863	\$996	\$1,262	\$1,396	\$1,661	\$1,744	\$1,910	\$2,076
Pon Pom	HS	\$1,595	\$1,728	\$2,093	\$2,360	\$2,690	\$2,825	\$3,094	\$3,363
Weight Room	HS	\$765	\$897	\$1,063	\$1,297	\$1,429	\$1,501	\$1,644	\$1,787
Dance	HS (Per Prod)	\$415	\$498	\$615	\$681	\$764			
Drama	HS (Per Prod)	\$1,762	\$2,028	\$2,160	\$2,425	\$2,824			
	MS (Per Prod)	\$665	\$765	\$830	\$964	\$1,328			
Music (VO IN OR)	HS	\$2,491	\$2,987	\$3,688	\$4,086	\$4,585			
	MS	\$1,895	\$2,188	\$2,892	\$2,987	\$4,086			
	ES (Per Prod)	\$198	\$233	\$265	\$300	\$399			

Marching Band	HS	\$1,362	\$1,462	\$1,628	\$1,961	\$2,325
March Band Camp	HS (per Day)	\$100	\$100	\$100	\$100	\$100
Forensic	HS Head	\$1,693	\$1,993	\$2,160	\$2,325	\$3,674
	HS Asst 66%	\$1,118	\$1,316	\$1,425	\$1,534	\$2,425
	MS Head					\$1,194
	MS Asst					\$1,076
Debate	HS	\$1,693	\$1,993	\$2,160	\$2,325	\$3,234
	MS	\$331	\$830	\$897	\$1,063	\$1,362
Quiz Bowl/Mock Trial		\$1,229	\$1,362	\$1,496	\$1,628	\$1,895
Musical	HS Director	\$2,093	\$2,325	\$2,591	\$3,089	\$3,590
	HS Orch/Voc	\$1,429	\$1,628	\$1,861	\$2,059	\$2,293
	HS Choreog	\$632	\$729	\$797	\$932	\$1,297
	HS Light/Set	\$532	\$564	\$597	\$632	\$698
	MS Director	\$964	\$1,262	\$1,396	\$1,628	\$1,927
	MS Orch Voc	\$632	\$729	\$797	\$897	\$1,262
	MS Choreog	\$434	\$499	\$597	\$665	\$765
Yrbook/Paper and Student Govt.	HS	\$1,496	\$1,661	\$1,927	\$2,059	\$2,725
	MS	\$964	\$1,197	\$1,229	\$1,297	\$1,328
Clubs	HS/MS/ES	\$597	\$698	\$830	\$996	\$1,262
Grade Sponsors	9 thru 12	\$1,197	\$1,328	\$1,429	\$1,628	\$2,059

ARTICLE 22 - SABBATICAL AND PROFESSIONAL GROWTH LEAVE

A. Sabbatical Leave

There may be sabbatical leave granted yearly to eligible individuals, per Board Policy 4402.1, dated July 1, 1981. Sabbatical leave shall be at 100% of the teacher's annual salary.

B. Professional Growth Leave

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

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

ARTICLE 23 - SCHOOL CLOSING

A. Inclement Weather

1. School Canceled

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

2. Facility Closed

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

B. Make-Up Instructional Days

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

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

ARTICLE 24 - PAID LEAVES

A. Allocation of Days

At the beginning of every school year, each teacher shall be credited with eleven (11) days leave (14 days for Wing Lake) except there shall be one additional day provided for observance of religious holidays to be used as follows:

1. Sick Leave

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

2. Personal Days

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

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

3. Religious Holidays

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

4. Special Leave

Special leave is for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the sole discretion of the Assistant Superintendent for Personnel.

Special leave days may be used to respond to a subpoena of a court of law.

5. Funeral Leave

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

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

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

6. Leave Requests

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

7. Teacher Attendance Incentive

The District will provide a Teacher Attendance Incentive (TAI) program during the 2005-2006 through 2007-2008 school year for all members who qualify. The formula for calculating the TAI is based on savings generated from reducing the cost of substitute teacher use. The following formula shall be utilized to calculate the TAI:

- a. In each year of the contract, the average number of leave days used by all members of the Association will be calculated. When the average number of leave days used by the Association is two (2) days less than the number of days used by the Association in the base year of 2003-2004, individual members who meet the payout level will receive a 50% share of the current base substitute cost savings. FICA and state retirement will not be used in the calculation of savings.
- b. The 2003-04 school year shall be established as the base year for calculations of the TAI.
 1. The average number of leave days utilized by Association members shall be calculated from the cumulative Association use of leave days from the following categories: Personal Illness, Family Illness,

Personal Days, and Bereavement. In the base year of 2003-04, the average number of leave days utilized by the Association was 9.605 days.

2. The pay out level for the TAI would be two (2) days less than 9.605 or 7.605 days.
3. Individual members whose leave day use is at or below the pay out level of 7.605 would qualify for the TAI stipend.
4. TAI calculations will be based on the employee's full time equivalent (FTE) status. Calculation date is as of the last day of the school year and is to be paid to members actively employed on that date. Payment will be made by the second pay period in July following the school year.

c. TAI Illustration

BHEA FTE Count (Use current school year)	480	
Multiply by daily substitute rate (use current school year)	x 85	\$40,800
Multiply by required reduction in leave days	x 2	\$81,600
Total savings at payout level		\$81,600
Payout share to BHEA	x 50%	\$40,800
TAI payout amount		\$40,800
Divide by eligible BHEA members (individual BHEA members whose use of leave days is at or Below the payout level of 7.605 days, based on the employee's FTE status)		
Assume 1/2* of members qualify	÷ 240	
Payout amount to eligible BHEA members		\$ 170

B. Leave Day Provisions

1. Abuse of temporary leaves shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.
2. The above leaves will be granted only to the extent that current leave days are available.

C. Maternity Leave

1. Notify Personnel Department

The employee, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the human resources manager in the Personnel Department. (Upon request, an employee's pregnancy will be kept confidential by the Personnel Department through the sixth month of pregnancy.) The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date of confinement and the employee's ability to continue employment. A written request for a disability leave of absence indicating the date on which the leave is

to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

2. Short Term Disability

Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation (short term disability) provisions in Article 26(D)(13). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job.

D. Jury Duty

1. Procedure

Employees who are summoned for jury duty must notify the Personnel Office within twenty-four (24) hours of receipt of the notice. If the employee reports for jury duty, the employee shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working that day (see Article 20, Section D) and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work. Time spent on jury duty shall not be charged against leave days.

2. Eligibility for Jury Duty Pay Differential

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

E. Workers' Compensation

1. Reporting

Any employee who is injured during the course of his/her employment must submit a completed Accident Report to the Personnel Office within three work days.

2. Payment

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

3. Use of Leave Days

No leave days shall be charged for absences related to a compensable job-related accident.

Any employee required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved employee. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the employee is scheduled to work, unless approved by the immediate supervisor.

4. **Absence Beyond One Year**

a. Not Eligible for Short Term Benefits

Should the employee continue to be off work beyond a period of one calendar year, the employee shall not then be eligible for short-term disability Benefits under Article 26, Section D(13).

b. Benefits Payable Only Under Workers' Compensation and LTD

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

c. Job Not Held Open

If the employee does not return to work after one calendar year from the initial date of injury, the employee's position will not be held open for the employee and the provisions of Article 25(A) - Leaves of Absence Without Pay or Credit will apply.

F. Carried Over Leave Days

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

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

ARTICLE 25 - UNPAID LEAVES

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

1. Medical Leave for Extended Illness

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

The leave is available for up to one calendar year from the date the leave began.

To be eligible for the leave, the employee must apply for the leave, in writing, by completing the appropriate Family and Medical Leave Request form, available from the Personnel Office.

The application for leave must be completed within the first 5 days of absence, whenever possible.

2. Short Term Disability

During the initial year of disability, the employee is eligible for short term disability insurance in accordance with the applicable provisions of Article 26(D)(13) - Short Term Disability. This initial year of disability will be considered a paid disability, and the employee will accrue seniority and earn salary schedule credit. If an employee returns to work during the initial year of disability, he/she will be returned to his/her regular position.

3. Position not held open after one year

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

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

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

Leave Bank	=	289 days
Leave Days used	=	189 days

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

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

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

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

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

6. Separation from Employment

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

7. Return to Work

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

8. Probationary Employees

A probationary employee is eligible for the short term disability and long term disability insurance provisions of Article 26(D)(12) & (13), and the Worker's Disability Compensation under Article 24(E). However, a probationary employee is not eligible for a second year leave of absence. A probationary employee who does not return to work at the conclusion of one calendar year after commencement of the absence, shall be separated from employment.

9. Worker's Disability Compensation

If the employee's medical leave is determined to be compensable under the Worker's Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave during the first calendar year of the absence and provisions of Article 24(E) - Workers Compensation, shall apply. The employee will accrue seniority and earn salary schedule credit during the first calendar year of worker's disability compensation leave. If an employee returns to work during the initial year of disability, he/she will be returned to his/her regular position.

10. Maternity Leave

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

A teacher must present a physician's certificate on or before the fourth month of pregnancy stating the ability and advisability of her continuing to work and that her pregnancy does not create an "industrial risk," and that the teacher is able to fulfill her regular duties. Upon request, an employee's pregnancy will be kept confidential by the Personnel Department through the sixth month of pregnancy. An unpaid maternity leave of absence for the balance of the school year shall be granted upon request. The leave shall commence subsequent to the paid disability leave which concludes when the teacher is no longer disabled. The maternity leave shall expire on June 30 of the school year in which the leave is granted.

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

- b. First-Year Maternal Care Leave:
Upon request, a first-year maternal care leave shall be granted by the Board after the expiration of the maternity leave for a period of one year.
- c. Second-Year Maternal Care Leave:
A second year maternal care leave shall be granted upon request.
- d. Mutual Agreement to Terminate Leave and Return to Work:
The teacher may return from leave at any time during the maternity leave upon mutual agreement between the teacher and the Board, providing there is a vacancy for which the teacher is certified and qualified. A teacher returning is guaranteed a position commensurate with her training, experience, and certification. A reasonable effort will be made to return the teacher to her original position, but a specific position in a specific school cannot be guaranteed upon return from leave.
- e. Expiration of Leave - Notification of Return to Work:
When the maternity leave expires, the teacher shall indicate her desire to return the following school year as early as possible, but no later than April 1, or as defined in Section (E) of this Article — Return from Leave of Absence.

Adoption:

In cases of adoption, the provisions of A(10) of this article shall apply.

11. Public Office

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

B. Military Service

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

C. Non-compensable Leave - Up to Five Days

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

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

D. General Leaves of Absence

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

E. Return From Leave of Absence

Those individuals on leave of absence must inform the Personnel Office of their intent to return, or request an extension, if eligible, on or before April 1 of the school year during which the leave of absence is in effect.

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

Individuals on leave of absence who do not notify the Personnel Office on or before April 1 will be considered as having voluntarily resigned.

F. Paternal Care

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

G. Family and Medical Leave Act

The Family and Medical Leave Act of 1993 provides that an unpaid leave of absence may be granted for a maximum of 12 work weeks during any 12-month period to eligible employees for family medical or personal medical reasons. Appendix E to this contract contains the regulation applicable to FMLA leave. Compensable absences and use of leave days are included in the calculation of the 12 work weeks for FMLA.

ARTICLE 26 - INSURANCE PROTECTION

A. Eligibility

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

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

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

B. Commencement and Duration of Coverage

1. Commencement of Insurance Benefits

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

2. Benefits Continue through August for Leaves of Absence

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

C. No Duplication of Hospital/Medical Coverage

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

D. Cafeteria Benefit Plan - *Educated Choices*

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

1. Medical/Hospitalization Insurance- Full Time Staff hired prior to February 1, 2000.

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

For each full-time employee hired prior to February 1, 2000, who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer will pay the premium for either:

- a. Traditional Blue Cross/Blue Shield plan: PSG I, Master Medical Option V (\$150/\$300 annual deductible), with a prescription drug co-pay of \$10.00 for generic drugs, \$15.00 for brand-name drugs and mail order drugs (90 day supply) \$10.00. The riders applicable to the Blue Cross coverages are attached as Appendix B. A brief description of the insurance riders is attached for informational purposes as Appendix C. A comparison chart regarding covered benefits is included for informational purposes as Appendix D. (Appendix C and D are not part of this contract.)

or

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

The employee is also eligible to receive the following:

- c. Cash Payment in Lieu of Medical/Hospitalization Insurance: The employer will provide a Cash In Lieu of Health insurance option each year for those individuals who do not elect the employer-provided medical/hospitalization insurance. This plan shall be in the amount of \$1000 for staff eligible for single-subscriber coverage, \$1400 for staff eligible for two-person coverage and \$1800 for staff eligible for full-family coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.
- d. Family Continuation Coverage: Medical insurance will include family continuation coverage for each eligible teacher who makes proper application to participate. Teachers desiring to extend coverage to sponsored dependents may do so by electing this coverage as a payroll deduction within the Cafeteria Benefit program.

2. Medical/Hospitalization Insurance - Full Time Staff Hired On Or After February 1, 2000.

For each full time employee hired on or after February 1, 2000, who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the Board will pay the premium for either:

- a. The Community Blue Option 1 described in section D(1)(b).

The employee is also eligible to receive the following:

- b. Cash Payment in Lieu of Medical/Hospitalization Insurance described in section D(1)(c) of this Article.
- c. The Family Continuation Coverage described in section D(1)(d) of this Article.

3. Vision Plan

The employer will pay the premium for a vision care program for full-time employees and employees eligible for vision coverage under section E of this Article (Insurance Benefits - less than full time).

The vision care program will provide a percentage of reimbursement for vision care as provided by the carrier and outlined in the *Educated Choices* workbook. The plan shall provide for annual services, including examination, lenses and a \$35 cap on frames and contact lenses.

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

4. Dental Plan

The employer will pay the premiums for a dental program for full-time and other eligible employees that will pay 100% for Class I and Class II preventative and basic care, 70% for Class III restorative, and 60% for Class IV (orthodontic). Individual dollar expenditures per year in Classes I, II and III shall not exceed \$1,250/person; and in Class IV individual expenditures shall not exceed \$1,000/lifetime. These percentages of reimbursements for dental care will be in accordance with the coverage schedule provided by the carrier and outlined in the *Educated Choices Workbook*.

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

5. Life Insurance

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

6. Additional Life Insurance — optional

Employees have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000, at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability may be required.

7. Dependent Life Insurance — optional

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

8. Accidental Death and Dismemberment

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

9. Health Care Reimbursement Account — optional

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

10. Dependent Care Reimbursement Account — optional

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

11. Long-Term Disability Insurance

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

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

12. Short-Term Disability

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

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

Percentage of Salary

After depletion of Leave Bank days and after making proper application in compliance with the Family Medical Leave Act, the employee shall continue to be paid according to the following percentage of salary:

- 1) If the average of the annual unused leave days is six (6) days, or more per year, the employee will earn 100% of the daily rate/salary for scheduled work days for up to 12 months, at which time the terms of the Long Term Disability Insurance coverage will commence.
- 2) If the average of the annual unused leave days is between 2-5 days (but not 6) the employee will earn 90% of the daily rate/salary for scheduled work days for up to 12 months, at

which time the terms of the Long Term Disability Insurance coverage will commence.

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

b. Qualification for Short-Term Disability

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

c. Formula — average annual unused leave day accumulation

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

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

Most Recent Years of Service	Base Days	Days Used	Balance
Year 1	11	2	9
Year 2	11	3	8
Year 3	11	4	7
Year 4	11	2	9
Year 5	11	3	8
Totals	55	14	41

Average accumulation: 41 days divided by 5 years = 8.2 days

8.2 days = 100% short term disability pay

A lengthy illness may deplete the leave bank, however, an annual balance can be no less than zero (0) for a given year. *Staff members who elect to retain five (5) leave days to use when they return from Short*

Term Disability will have zero (0) used for that year when calculating future disability percentage amounts.

- d. Days of illness beyond sick bank days accumulation, and not at least five (5) consecutive days, are deductible in pay.
- e. Recurrence of Illness Within Ten Days After Return to Work
An employee who returns to work following an extended illness shall have ten (10) school days during which time he/she continues to be eligible for the short-term disability coverage should the illness reoccur within the ten day period.
- f. Employee Shall Not Receive More Than 100% of Annual Salary
Under the terms of this provision an employee shall not receive more than his/her annual salary.
- g. Return to Work
The employee must supply a physician's authorization (on a District approved form) permitting the employee to return-to-work. The District may require the employee to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return-to-work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final.
- h. Position Not Held Open After One Year
If an employee does not return to work after one calendar year from the initial date of disability, the employee's position will not be held open for the employee.
- i. Extension of Leave Beyond One Year
After the initial year of disability, and employee may make a written request to extend the leave for an additional year in accordance with the applicable provisions (Article 25(A)(1) Leaves of Absence - Without Pay and Without Salary Credit).
- j. Disabilities Incurred Prior to Employment with the District
The short-term disability benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with the district.
- k. Benefits
An employee eligible for short term disability insurance protection will continue to receive all benefits through the cafeteria benefits plan for which the employee is eligible for up to one calendar year. At the conclusion of the year, all district provided benefits will cease other than the benefits provided by long term disability insurance for which the employee is eligible.
- l. Workers' Compensation
If the employee's medical leave is determined to be compensable under the Workers' Disability Compensation Act, the employee will be considered to be on Worker's Disability Compensation Leave. The

employee will not be eligible for short term disability, and the provisions of Article 24 (E) - Workers Compensation, shall apply.

E. Insurance Benefits - Less than Full Time

Each less-than-full-time or shared-time employee will have the premiums paid for the following coverages as elected by the individual within the Cafeteria Benefits program (*Educated Choices*). Less than Full time staff will have the same options for Medical insurance plan choices as outlined in Section D(1) and (2) of this Article.

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

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

A. The Board shall encourage and assist the Association in its services to the teachers of Bloomfield Hills in matters such as housing information, community orientation, charity collections, i.e., United Fund, faculty social and recreational events.

B. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

C. The Board agrees to provide, upon application, the necessary funds, drawn from a budget based on the number of teachers per building, for those who desire to attend select professional conferences and school visitations, meetings, as approved by the Administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation or leave days. Board funds spent for such purposes shall reflect a policy of spreading such opportunity within levels and subject areas. Approval for attendance is contingent on administrative approval.

D. At the written request of the Association (and supported with reason), or on the Board's initiative arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. However, there shall be no additional cost to the Board for teacher attendance. Those teachers not desiring to attend shall not be required to do so.

E. Professional Development Days required by the school code will include three (3) days included in the school calendar as work days and twelve (12) hours at district approved activities outside the school day.

The Administration shall provide a list of district sponsored/approved professional development activities from which staff may participate and, upon completion, satisfy the professional development requirements. Such activities may be approved by the administration and when approved will be added to the list.

The general guidelines governing these activities are contained in Appendix F.

All professional development hours must be completed by June 1 of each school year. Failure to complete the annual required hours will result in docking of pay for each hour of professional development time not completed.

The requirement that the activity take place outside of the school day may be waived at the sole discretion of administration. The administration will determine what constitutes professional development after consultation with the association.

Only procedural violations of this provision are subject to the grievance procedure.

ARTICLE 28 - INFORMAL CONFERENCES

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

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

ARTICLE 29 - RETIREMENT/SEVERANCE

A. Severance

1. Severance Program

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

2. Eligibility

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

3. Forty-Five Day Notice of Retirement Required — Penalty
In addition, in order to receive the full severance benefit, the employee must present a written resignation to the Personnel Department at least 45 calendar days prior to the date of retirement. A \$10 per day penalty will be subtracted from the severance for every day the resignation does not meet the 45 day requirement. At the discretion of the Superintendent, the 45 day written requirement may be waived in the event of a medical condition or family emergency.

4. Severance Payment
The program will provide a one-time remuneration as defined in the schedule listed below:

The District will provide a Board paid tax sheltered contribution upon retirement of \$10,000 for ten (10) years of active service, exclusive of unpaid leaves. Prior to the expiration of the 1995/96 master agreement, employees earned an additional \$1,000 per year of active service to a maximum of \$23,000 for twenty three (23) or more years of active service. Those individuals who have earned a severance payment of \$10,000 or more shall have their severance accounts frozen at the June 30, 1996 level and shall no longer accrue an additional \$1,000 per year of active service.

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

5. Options For Receiving Severance Payment
The individual will have the option to receive Board paid tax shelter within thirty days (30) after the effective date of the resignation, or by the third Friday of January in the following calendar year.

6. Use of Board Paid Tax Sheltered Account to Purchase Retirement Service Credit
Eligible employees who tender an irrevocable letter of resignation on or before February 1st of the applicable school year and who comply with the provisions of section A of this Article, may receive the Board paid contribution in advance of the retirement date to use for purchase of retirement service credit in compliance with current tax and pension law. The letter of resignation must be effective within six months of the year the Board paid contribution is used to purchase retirement service credit.

B. Hold Harmless

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

ARTICLE 30 - FAIR PRACTICES

A. Non Discrimination

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

B. Equal Educational Opportunity

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

ARTICLE 31 - CONTRACT APPLICATION

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and distributed to all teachers no later than thirty (30) days after formal ratification by both the Board and the Association.

ARTICLE 32 - CONTRACT RESPONSIBILITY

During the term of this Agreement the Association shall not authorize, cause, engage in or sanction any strike, picketing during school hours, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing during school hours, or refusal to perform the duties of his or her employment.

In the event of any violation of this Article, the Association shall forthwith declare in writing and deliver to the Board or Superintendent, that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this Article. Prior to taking such action, the Board shall notify the Association in writing of its intentions and may also consult with the Association in connection therewith.

ARTICLE 33 - CONFORMITY TO LAW

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

ARTICLE 34 - DURATION

This Agreement and each of its provisions shall be effective as of August 31, 2005, and shall continue in full force and effective through August 30, 2008.

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

This Agreement was ratified by the Bloomfield Hills Education Association on May 26, 2005, and was approved by the Board of Education on June 7, 2005.

BLOOMFIELD HILLS SCHOOL DISTRICT

Education Association

Catherine A. King
Catherine A. King, President

Date: 12/5/2005

Paul Schimmick
Paul Schimmick, Vice President

Date: 12/5/05

Steve Amberg
Steve Amberg, Executive Director

Date: 12/5/2005

David Balog
David Balog, Negotiator

Date: 12/5/2005

Frank Laurme, Jr.
Frank Laurme, Jr., Negotiator

Date: 12/5/2005

Kim Ray
Kim Ray, Negotiator

Date: 12/5/05

Board of Education

Steve J. Weiss
Steve J. Weiss, President

Date: 1-31-06

Cynthia von Oeyen
Cynthia von Oeyen, Secretary

Date: 1-31-06

Steven A. Gaynor
Steven A. Gaynor, Superintendent

Date: 1/31/06

APPENDIX

1. APPENDIX A Calendars and Community Participation Day
2. APPENDIX B Health Insurance Contracts
3. APPENDIX C Benefit Descriptions
4. APPENDIX D Medical Plan Comparisons/Summary of Teacher Benefits
5. APPENDIX E Family Medical Leave Act
6. APPENDIX F Professional Development Guidelines
7. APPENDIX G Code of Ethics
8. APPENDIX H Memorandum of Understanding – Union Dues
9. APPENDIX I Letter of Understanding – Class Size
10. APPENDIX J Part-time Teachers
11. APPENDIX K Additional Considerations for NCLB/HQ for 2005-06 School Year
12. APPENDIX L Letters sent to Staff



2005-2006 Pilot Calendar

	<u>Student</u>	<u>Teacher</u>	<u>Wing Lake**</u>
July 2005			
Monday, July 18 - Wing Lake Reopens			10
August 2005			
Thursday/Friday, August 25/26 – New Teacher/New Staff Orientation			
Monday/Tuesday, August 29/30 – Teacher Workdays	0	3	23
Wednesday, August 31 - Welcome Back/Half Day Professional Development			
September 2005			
Thursday, September 1 – Professional Development Day			
Friday, September 2 - Pre-Labor Day holiday - No School			
Monday, September 5 - Labor Day - No School	19	20	20
Tuesday, September 6 – First Full Day for 6-12 Students/Half Day for K-5			
Friday, September 23 – Half Day for K-12 /Half Day Professional Development			
October 2005			
Tuesday, October 4 – No School K-12 (Wing Lake in session)	19	19	20
Thursday, October 13 – No School K-12 & Wing Lake			
Monday, October 31 – Half Day for K-12 /Half Day Professional Development			
November 2005			
Wednesday, November 23 - No School K-12	19	20	20
Thursday/Friday, November 24/25 -Thanksgiving- No School K-12 & Wing Lake			
December 2005			
Wednesday, December 21 - Winter break-School closes at end of day for K-12	15	15	16
Thursday, December 22 – School Closes at end of day for Wing Lake			
January 2006			
Monday, January 2 – No School K12/Professional Development Day	20	21	20
Tuesday, January 3 – Classes resume for K-12 & Wing Lake			
Monday, January 16 - Martin Luther King Day- No School K-12 & Wing Lake			
*Friday, January 27 – Half Day K-12/Half Day for Teacher Records			
Monday, January 30 – Second Semester Starts			
February 2006			
Tuesday, February 14 – Half Day for K-12/Half Day Professional Development	17	17	20
Wednesday, February 22 – School closes end of day K-12			
Thursday, February 23 – Monday, February 27 – No School K-12, Mid-Winter Break			
Tuesday, February 28 – School Resumes for K-12			
March 2006			
Wednesday, March 8- Half Day for K-12/Half-Day Professional Development	23	23	23
Thursday, March 23 – Half Day for K-12 /Half Day Professional Development			
April 2006			
Thursday, April 13 – Half Day for K-12 & Wing Lake/Spring Break Begins	14	14	14
Monday, April 24 – School Resumes K-12 & Wing Lake			
May 2006			
Friday, May 26 – Half Day for K-12/Half Day Professional Development	22	22	22
Monday, May 29 – Memorial Day – No School			
June 2006			
Friday, June 16 - Last day for K-12 (half-day)	12	13	22
*Monday, June 19 - Last day for K-12 staff/Teacher Records Day			
Friday, June 30 – Last day for Wing Lake			
Community Participation Day – Additional work during year		1	
TOTAL DAYS IN SESSION	180	*188	230

*190 actual days
with add'l hours

*Records Day or Half Day: Teachers do not need to report unless records are not complete.
**Wing Lake does not usually follow the K-12 professional development schedule.

Appendix A-2

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes



2006-2007 Pilot Calendar

	<u>Student</u>	<u>Teacher</u>	<u>Wing Lake**</u>
July 2006			
Monday, July 17 - Wing Lake Reopens			11
August 2006			
Thursday/Friday, August 24/25 – New Teacher/New Staff Orientation			
Monday/Tuesday, August 28/29 – Teacher Workdays	0	4	23
Wednesday, August 30 - Welcome Back/Half Day Professional Development			
Thursday, August 31 – Professional Development Day			
September 2006			
Friday, September 1 - Pre-Labor Day holiday - No School			
Monday, September 4 - Labor Day - No School	19	19	19
Tuesday, September 5 – First Full Day for 6-12 Students/Half Day for K-5			
Friday, September 29 – Half Day for K-12 /Half Day Professional Development			
October 2006			
Monday, October 2 – No School K-12 & Wing Lake	21	21	21
Tuesday, October 31 – Half Day for K-12 /Half Day Professional Development			
November 2006			
Tuesday, November 7 – Election Day: No School K-12			
Wednesday, November 22 - No School K-12 (P/T Conference Comp Day)	18	19	20
Thursday/Friday, November 23/24 -Thanksgiving- No School K-12 & Wing Lake			
December 2006			
Thursday, December 21 - Winter break- School closes at end of day for K-12 & Wing Lake	15	15	15
January 2007			
Tuesday, January 2 – No School K-12/Professional Dev./Classes resume for Wing Lake	20	21	21
Wednesday, January 3 – Classes resume for K-12			
Monday, January 15 - Martin Luther King Day- No School K-12 & Wing Lake			
*Friday, January 26 – Half Day K-12/Half Day for Teacher Records			
Monday, January 29 – Second Semester Starts			
February 2007			
Wednesday, February 14 – Half Day for K-12/Half Day Professional Development	17	17	20
Wednesday, February 21 – School closes end of day K-12			
Thursday, February 22 – Monday, February 26 – No School K-12, Mid-Winter Break			
Tuesday, February 27 – School Resumes for K-12			
March 2007			
Wednesday, March 7- Half Day for K-12/Half-Day Professional Development	22	22	22
Thursday, March 22 – Half Day for K-12 Students/Half Day Professional Development			
April 2007			
Thursday, April 5 – Half Day for K-12 & Wing Lake/Spring Break Begins (Half Day Comp for K-12 P/T Conferences)	15	15	15
Monday, April 16 – School Resumes K-12 & Wing Lake			
May 2007			
Friday, May 25 – Half Day for K-12/Half Day Professional Development	22	22	22
Monday, May 28 – Memorial Day – No School K-12 & Wing Lake			
June 2007			
Friday, June 15 - Last day for K-12 (half-day)	11	12	21
*Monday, June 18 - Last day for K-12 staff/Teacher Records Day			
Friday, June 29 – Last Day for Wing Lake			
Community Participation Day – Additional work during year		1	
TOTAL DAYS IN SESSION	180	*188	230

*190 school days
with add'l hours
Salary/hourly rate based on 190 days

*Records Day or Half Day: Teachers do not need to report unless records are not complete.
**Professional Development at Wing Lake does not usually follow the K-12 schedule.

Appendix A-4

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes



2007-2008 Pilot Calendar

July 2007

Monday, July 16 - Wing Lake Reopens

StudentTeacherWing Lake**

12

August 2007

Thursday/Friday, August 23/24 – New Teacher/New Staff Orientation

Monday/Tuesday, August 27/28 – Teacher Workdays

Wednesday, August 29 - Welcome Back/Half Day Professional Development

Thursday, August 30 – Professional Development Day

Friday, August 31 – Pre-Labor Day Holiday – **No School K-12 & Wing Lake**

0

4

22

September 2007Monday, September 3 - Labor Day - **No School**Tuesday, September 4 – **First Full Day for 6-12 Students/Half Day for K-5**Thursday, September 13 – **No School K-12 & Wing Lake**Tuesday, September 25 – **Half Day for K-12/Half Day Professional Development**

18

18

18

October 2007Thursday, October 11 – **Half Day for K-12/Half Day Professional Development**Wednesday, October 31 – **Half Day for K-12/Half Day Professional Development**

23

23

23

November 2007Wednesday, November 21 –**No School K-12** (P/T Conference Comp Day)Thursday/Friday, November 22/23 – Thanksgiving – **No School K-12 & Wing Lake**

19

20

20

December 2007Thursday, December 20 - Winter break-**School closes at end of day for K-12**Friday, December 21 – Winter break – **School closes at end of day for Wing Lake**

14

14

15

January 2008Wednesday, January 2 – **No School K-12/Professional Dev./Classes resume for Wing Lake**Thursday, January 3 – **Classes resume for K-12**Monday, January 14 - Martin Luther King Day-**No School K-12 & Wing Lake***Friday, January 25 – **Half Day K-12/Half Day for Teacher Records**

Monday, January 28 – Second Semester Starts

20

21

21

February 2008

Wednesday, February 13 – School closes end of day K-12

Thursday, February 14 – Monday, February 18 – **No School K-12**, Mid-Winter BreakTuesday, February 19 – **School resumes for K-12**Thursday, February 28 – **Half Day for K-12/Half Day Professional Development**

18

18

21

March 2008Tuesday, March 11- **Half Day for K-12/Half-Day Professional Development**Thursday, March 20 – **Half Day for K-12** (Half Day Comp for K-12 P/T Conferences)**Spring Break begins for K-12 & Wing Lake at end of day**Monday, March 31 – **Classes resume for K-12 & Wing Lake**

15

15

15

April 2008Wednesday, April 16 – **Half Day for K-12** (Half Day Professional Development)

22

22

22

May 2008Friday, May 23 – **Half Day for K-12/Half Day Professional Development**Monday, May 26 – Memorial Day – **No School K-12 & Wing Lake**

21

21

21

June 2008Friday, June 13 -**Last day for K-12 (half-day)**

*Monday, June 16 - Last day for K-12 staff/Teacher Records Day

Friday, June 27 – **Last Day for Wing Lake**

Community Participation Day – Additional work during year

10

11

20

1

TOTAL DAYS IN SESSION**180*****188****230**

*190 actual days
with add'l hours
Salary/hourly rate based on 190 days

*Records Day or Half Day: Teachers do not need to report unless records are not complete.

**Wing Lake does not usually follow the K-12 professional development schedule.

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Appendix A-6

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes



2005-2006 WAY Pilot Calendar

	Student	Teacher	Intersessions
August 2005	8	12	
Tuesday, August 16 - Teacher Workday			
Wednesday, August 17 - Teacher Workday			
Thursday, August 18 - PD Day for Teachers			
Friday, August 19 - PD Day for Teachers			
Monday, August 22 - First Day for Students			
Wednesday, August 31 - Half Day Welcome Back/ Half Day for Students			
September 2005	20	20	
Thursday, September 1 - Full Day of School			
Friday/Monday, September 2/5 - Labor Day - NO SCHOOL			
Tuesday, September 6 - Full Day 6-12; Half Day K-5			
Friday, September 23: Half Day K-12/Half Day PD			
October 2005	14	14	5
Tuesday, October 4 - NO SCHOOL K-12			
Thursday, October 13 - NO SCHOOL K-12			
Fall Intersession: Monday, October 24 - Friday, October 28			
Monday, October 31: Half Day K-12/Half Day PD			
November 2005	19	20	
Wednesday, November 23 - NO SCHOOL K-12 (Comp Day)			
Thursday/Friday, November 24/25 - NO SCHOOL K-12 & WL (Thanksgiving)			
December 2005	15	15	
Wednesday, December 21 - Winter Vacation (school closes end of day for K-12)			
January 2006	20	21	
Monday, January 2 - NO SCHOOL K-12 - PD Day for Teachers			
Tuesday, January 3 - School Resumes for K-12			
Monday, January 16 - NO SCHOOL K-12 - Martin Luther King, Jr. Day			
Friday, January 27 - Half Day K-12 */Half Day Records Day			
Monday, January 30 - Second Semester Begins			
February 2006	17	17	
Tuesday, February 14 - Half Day K-12/Half Day PD			
Wednesday, February 22 - Half Day Students/ NO SCHOOL HALF DAY			
Thursday - Monday, February 23-27: NO SCHOOL (Mid-Winter Break)			
Tuesday, February 28 - School Resumes for K-12			
March 2006	23	23	
Wednesday, March 8: Half Day K -12/ Half Day PD			
Thursday, March 23 - Half Day K-12/Half Day PD			
April 2006	10	10	4
Spring Intersession: Monday - Thursday, April 10 - 13			
Friday, April 14 - Friday, April 21: NO SCHOOL K-12 (Spring Break)			
Monday, April 24 - School Resumes for K-12			
May 2006	22	22	
Friday, May 26 - Half Day K-12/Half Day PD			
Monday, May 29 - NO SCHOOL K-12 (Memorial Day)			
June 2006	12	13	
Friday, June 16 - Last Day for Students - Half Day			
*Monday, June 19 - Last Day for K-12 Staff/Teacher Record Day			
Community Participation Day - additional workday during year		1	
TOTAL DAYS IN SESSION	180	188	9

*Teachers not required to report for Record Day provided they have fulfilled their records responsibilities **(190 actual days with add'l hours) Salary/hourly rate based on 190 days**

Appendix A-8

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes



2006-2007 WAY Pilot

Calendar

	Student	Teacher	Intersessions
August 2006	9	13	
Tuesday, August 15 - Teacher Workday			
Wednesday, August 16 - Teacher Workday			
Thursday, August 17 - PD Day for Way Teachers			
Friday, August 18 - PD Day for Way Teachers			
Monday, August 21 - First Day for Way Students (Full Day)			
Wednesday, August 30 - Half Day Welcome Back/Half Day for Students			
September 2006	19	19	
Friday, September 1 - Monday, September 4 Labor Day No School			
Tuesday, September 5 - Full Day 6-12; Half Day K-5			
Friday, September 29: Half Day K-12/Half Day PD			
October 2006	16	16	5
Monday, October 2 - NO SCHOOL K-12			
Monday, October 23 - Friday, October 27 th Fall Intersession			
Tuesday, October 31: Half Day K-12/Half Day PD			
November 2006	18	19	
Tuesday, November 7 - NO SCHOOL K-12 (Election Day)			
Wednesday, November 22 - NO SCHOOL (Teacher Comp Day for P/T Conferences)			
Thursday/Friday, November 23/24 - NO SCHOOL K-12 and WL (Thanksgiving)			
December 2006	15	15	
Thursday, December 21 - Winter Vacation (school closes end of day for K-12)			
January 2007	20	21	
Tuesday, January 2 - NO SCHOOL K-12 - PD Day for Teachers			
Wednesday, January 3 - Classes resume for K-12			
Monday, January 15 - NO SCHOOL K-12 - Martin Luther King, Jr. Day			
Friday, January 26 - Half Day K-12 */Half Day Records Day			
Monday, January 29 - Second Semester Begins			
February 2007	17	17	
Wednesday, February 14 - Half Day K-12/Half Day PD			
Thursday, February 22 - Monday, February 26 - NO SCHOOL (Mid-Winter Break)			
Tuesday, February 27 - School Resumes for K-12			
March 2007	22	22	
Wednesday, March 7: Half Day K -12/ Half Day PD			
Thursday, March 22 - Half Day K-12/Half Day PD			
April 2007	15	15	
Thursday, April 5 - Half Day (Teacher Comp 1/2 day in p.m. for P/T Conf) Spring Break Begins			
Friday, April 6 - Friday, April 13 - NO SCHOOL K-12 (Spring Break)			
Monday, April 16 - School Resumes for K-12			
May 2007	18	18	4
Thursday, May 10 - Tuesday, May 15 Spring Intersession			
Wednesday, May 16 - School Resumes			
Friday, May 25 - Half Day K-12/Half Day PD			
Monday, May 28 - NO SCHOOL K-12 (Memorial Day)			
June 2007	11	12	
Friday, June 15 - Last Day for Students - Half Day			
*Monday, June 18 - Last Day for K-12 Staff/Teacher Record Day			
Community Participation Day - additional workday during year		1	
TOTAL DAYS IN SESSION	180	**188	

*Teachers not required to report for Record Day provided they have fulfilled their records responsibilities (with add'l hours)
Salary/hourly rate based on 190 days

** 190 actual days with additional hours.
Salary/hourly rate based on 190 days.

Appendix A-10

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes

2007-2008 WAY Pilot Calendar

	Student	Teacher	Intersessions
August 2007	9	13	
Tuesday, August 14 - Teacher Workday			
Wednesday, August 15 - Teacher Workday			
Thursday, August 16 - PD Day for Way Teachers			
Friday, August 17 - PD Day for Way Teachers			
Monday, August 20 - First Day for Way Students (Full Day)			
Wednesday, August 29 - Half Day Welcome Back/Half Day for Students			
Friday, August 31 - NO SCHOOL K-12 (Pre-Labor Day Holiday)			
September 2007			
Monday, September 3 - NO SCHOOL K-12 (Labor Day)	18	18	
Tuesday, September 4 - Full Day 6-12; Half Day K-5			
Thursday, September 13 - NO SCHOOL K-12			
Tuesday, September 25: Half Day K-12/Half Day PD			
October 2007	18	18	5
Thursday, October 11 - Half Day K-12/Half Day PD			
Monday, October 22 - Friday, October 26 th Fall Intersession			
Wednesday, October 31: Half Day K-12/Half Day PD			
November 2007	19	20	
Wednesday, November 21 - NO SCHOOL K-12 (Comp Day for P/T Conferences)			
Thursday/Friday, November 22/23 - NO SCHOOL K-12 and WL (Thanksgiving)			
December 2007	14	14	
Thursday, December 20 - Winter Break (school closes end of day for K-12)			
January 2008	20	21	
Wednesday, January 2 - NO SCHOOL K-12 - PD Day for Teachers			
Thursday, January 3 - Classes resume for K-12			
Monday, January 14 - NO SCHOOL K-12 - Martin Luther King, Jr. Day			
Friday, January 25 - Half Day K-12 */Half Day Records Day			
Monday, January 28 - Second Semester Begins			
February 2008	18	18	
Wednesday, February 13 - Half Day K-12/Half Day PD			
Thursday, February 14 - Monday, February 18 NO SCHOOL (Mid-Winter Break)			
Tuesday, February 19 - Classes Resume			
Thursday, February 28 - Half Day K-12/Half Day PD			
March 2008	15	15	
Tuesday, March 11: Half Day K-12 / Half Day PD			
Thursday, March 20: Half Day (Comp Day for P/T Conferences)			
Friday, March 21 - Friday, March 28 - NO SCHOOL (Spring Break)			
April 2008	18	18	4
Wednesday, April 16 - Half Day K-12/Half Day PD			
Monday, April 24 - Friday, April 29: Spring Intersession			
May 2008	21	21	
Friday, May 23 - Half Day K-12/Half Day PD			
Monday, May 26 - NO SCHOOL K-12 (Memorial Day)			
June 2008	10	11	
Friday, June 13 - Last Day for Students - Half Day			
*Monday, June 16 - Last Day for K-12 Staff/Teacher Record Day			
Community Participation Day - additional workday during year		1	
TOTAL DAYS IN SESSION	180	**188	9

*Teachers not required to report for Record Day provided they have fulfilled their records responsibilities (with add'l hours)

Salary/hourly rate based on 190 days

** 190 actual days with additional hours. Salary/hourly rate based on 190 days.

Appendix A-12

Additional time not identified in calendar

- 12 hours of PD on own time
- Office hours at high school (must be designated at the beginning of each semester)
- All STEP days are now full days
- Community Participation Day is 7 hours
- Elementary Half Day = 3 hours
 - Full Day = 6 hours 20 minutes
- Middle School Half Day = 3 hours 34 minutes
 - Full Day = 6 hours 17 minutes
- High School Half Day = 3 hours 45 minutes
 - Full Day = 6 hours 22 minutes

Appendix A-13

COMMUNITY PARTICIPATION DAY

The Community Participation Day (CPD) is a seven-hour teacher work day where teachers are required to engage in work-related or professional development activities outside of the school day.

Any selected activities for the Community Participation Day which are not provided by the District are subject to the approval of the principal, supervisor, designated administrator, and Assistant Superintendent for Instruction. More than one activity may be selected to complete the requirement for this activity. Suggested activities include, but are not limited to:

- Preview Nights (3 hours maximum CPD credit)
- PTO Event
- Martin Luther King, Jr. Day Planning Committee for building or District-wide activities
- Additional hours spent in conducting parent/teacher conferences beyond those compensated through the contractual compensation time
- *Chaperone school events, such as:
 - ❖ *College Night
 - ❖ *Honors Night
 - ❖ *6th/9th Grade Orientation
 - ❖ *Scholarship Night
 - ❖ *Financial Aid Night
 - ❖ *Standardized Testing Events
 - ❖ **Graduation (2 hours maximum CPD credit)
- Charitable events related to the school community

*These events do not apply to counselors as they are part of the counselor duties.

**This event does not apply to counselors or class sponsors.

Except for graduation, the Community Participation Day must be reported on **KALPA** and completed **prior to June 1** of each school year. Graduation must be registered on **KALPA** prior to the graduation ceremony, and reported "attended", immediately thereafter to be credited for the CPD. Failure to complete the required Community Participation Day hours will result in docking of pay for each hour of CPD time not completed. Only procedural violations of this provision is subject to the grievance process.

In the event the teacher exceeds the CPD hour requirement, the teacher will not be compensated for any such additional time.



Group Enrollment & Coverage Agreement Part A – Terms & Conditions

Blue Cross and Blue Shield of Michigan (BCBSM) will provide health care coverage to Members, i.e., eligible persons enrolled through the Group identified below and participating in the Group's employee welfare benefit plan providing health benefits (Group Health Plan or GHP), subject to the terms of applicable certificates and riders ("Certificates and Riders"), BCBSM's administrative and underwriting requirements, the Group Administrative Guide (Guide) and the following terms and conditions of this Group Enrollment & Coverage Agreement consisting of Part A-Terms and Conditions, Part B-Group Information, and Part C-Coverage Selection (Agreement):

- 1. **Effective Date.** This Agreement will become effective only when BCBSM returns a signed copy to the Group and applicable premiums are paid. This Agreement is effective on the date established by BCBSM and will continue unless terminated as provided in Section 16.
- 2. **Group as Agent.** For all purposes of this Agreement, including the payment of premiums, the Group is the agent for all Members. Notice by or to the Group will satisfy any notice requirements of this Agreement and applicable Certificates and Riders.
- 3. **Premiums.** The Group must pay all premiums at least one-month in advance of the relevant monthly period. The Group must pay all premiums related to any retroactive adjustments expressly permitted by underwriting rules. Refunds or retroactive credits of premium payments or retroactive additions or deletions of Members are not otherwise permitted under this Agreement. Except for any government-mandated surcharges or subsidies, all premium rates are guaranteed for the applicable benefit period then in effect. For an account with less than 100 enrolled contracts, if incorrect rates are identified, BCBSM will notify the account in writing that the rates will be corrected on the next available bill, 90 days following receipt of the notice of incorrect rates.

At its discretion, BCBSM may terminate this Agreement immediately if premiums are more than thirty (30) days past due, with termination of coverage retroactive to the date through which premiums were paid in full.

- 4. **Eligibility.** In order to be a Member, an enrolled individual must (A) meet the eligibility requirements set by the Group and the requirements of BCBSM's underwriting rules, Certificates and Riders, and Part B of this Agreement and (B) be either (i) a proprietor, partner or shareholder actively managing the Group's business, or (ii) a full time active employee of the Group working at least thirty (30) hours per week. If the Group is a "small employer" as defined in section 3701(p) of 2003 PA 88 (MCL 500.3701(p)), an employee who satisfies the definition of "eligible employee" under section 3701(h) (MCL 500.3701(h)), may be enrolled. A dependent of a Member shall also be deemed to be a Member if the dependent meets the requirements of (A) above.

The Group warrants that all enrolled individuals meet the above requirements, and that it will not enroll any ineligible individual. If an ineligible individual is enrolled, the Group agrees to indemnify and hold BCBSM harmless and reimburse BCBSM for all benefit payments made on behalf of such individual and any judgment, settlement, costs, expenses and reasonable attorney fees in connection therewith.

- 5. **Enrollment Requirements.** The Group will offer the coverage described in Part C of this Agreement to all eligible individuals as described in Section 4. To continue coverage, the number of eligible individuals enrolled in a Blue Family Benefit Program (Traditional, PPO, Blue Care Network, or any other program that BCBSM may establish) must at all times equal or exceed BCBSM enrollment, participation, and underwriting requirements. The Group agrees to provide BCBSM or its designee with all information required to conduct an annual underwriting review and a payroll audit.

Under no circumstances will coverage be available if fewer than two eligible individuals are enrolled. A husband and wife may be enrolled as a group only if a valid employee/employer relationship exists and can be documented by FICA and employee income tax withholding payroll records; otherwise, they must be enrolled as a single contract (two person or family).

- 6. **Eligibility Information.** The Group agrees to provide timely and accurate eligibility information, including Medicare status, and to identify all persons subject to the Medicare Secondary Payer statutes and regulations. The Group acknowledges that BCBSM will rely upon the accuracy of all eligibility information the Group provides, and the Group agrees to indemnify and hold BCBSM harmless against any loss, claim or action, including costs, penalties and reasonable attorney fees, arising from the provision of inaccurate eligibility information.
- 7. **Enrollment Applications.** BCBSM will not accept Member applications for coverage not submitted according to procedures contained in the Guide. Rehires and persons renewing terminated memberships will be enrolled as new employees/Members. All applicable premiums, including those for any retroactive periods, must be paid before such persons shall be deemed to be eligible for coverage.
- 8. **PA 350 Claims Dispute Procedures.** A Member who disagrees with how a claim was processed may take advantage of BCBSM's routine inquiry procedures. A Member who is still dissatisfied must exhaust all steps of the internal grievance procedures established pursuant to Part 4 of 1980 PA 350 (MCL 550.1401 et seq., as amended) or, if the GHP is subject to the Employment Retirement Income Security Act of 1974 (ERISA), the procedures established pursuant to 29 CFR Part 2560, before seeking other remedies. A Member dissatisfied with the results of the internal grievance procedure may be entitled to request an external review from the Office of Financial and Insurance Services as provided in 2000 PA 251 (MCLA 550.1901 et seq., as amended), or may file suit in a court having jurisdiction as set forth in Section 15. If the GHP is subject to the Employee Retirement Income Security Act of 1974 (ERISA), a Member may also have a right to file a claim under § 502(a) of ERISA.

Continued on reverse side

The Group agrees with all the terms and conditions as stipulated in this Agreement and in the specified Blue Cross and Blue Shield of Michigan Health Care Certificates(s) and Rider(s)

Group Name (Full Legal Name): **BLOOMFIELD HILLS BOARD OF ED**
List of Groups: **67201-660**

Customer ID: 112357

Group Health Plan Name: _____

Signature of Group Executive on behalf of the Group and the Group Health Plan: _____

Signature of BCBSM Rep: _____

Signature of Agent: _____

Signature of Underwriter/Group Administration: _____

Date: 10/1/05
Date: 10/8/05
Date: 10/13/05
Date: _____

Mail Code: _____

Appendix B-2 Comm. Blue PPO

9. **ERISA Fiduciaries.** If the GHP is subject to ERISA, the Group, or its designee (other than BCBSM), shall be the Plan Administrator of the GHP under ERISA and shall have all of the responsibilities and authority of that position including ensuring compliance with ERISA, preparing and distributing summary plan descriptions, and advising all eligible individuals of: (i) available benefits and any changes in benefits; (ii) termination of coverage for any reason, including the failure to make any payments when due; and (iii) their COBRA rights, if any. The Group delegates the responsibility and discretionary authority to process and pay claims to BCBSM as "claims administrator" and retains all other responsibilities and duties under ERISA not specifically delegated to BCBSM. BCBSM agrees to assume such responsibility and authority, including any responsibility it may have as a "named fiduciary" (as defined under ERISA §402) for purposes of its claims administration duties, to the extent that under the GHP and ERISA it meets the definition of a "named fiduciary." As the named claims administrator, BCBSM shall have the power and discretion to construe the terms of this Agreement and to determine all questions pertaining to the administration, interpretation, and application of this Agreement and any Certificates and Riders that involve eligibility for benefits and the payment or denial of claims. In addition, the parties agree that BCBSM shall have the responsibility for ensuring that its claims procedures comply with the Department of Labor's Claims Procedures described in 29 C.F.R. Part 2560 and for handling all levels of appeal.
10. **HIPAA Privacy Notices; Certification of Creditable Coverage.** BCBSM and the GHP are an "organized health care arrangement" with respect to "protected health information" (PHI) (as those terms are defined in 45 C.F.R. § 164.501) created or received by BCBSM that relates to individuals who are or who have been participants or beneficiaries in the GHP. BCBSM will comply with the administrative requirements under 45 C.F.R. Parts 160 and 164 and prepare and distribute Notices of Privacy Practices appropriate for the Group under 45 C.F.R. § 164.520. The Group represents and warrants that it does not create or receive PHI and is not entitled to receive any PHI from BCBSM, except as permitted in 45 C.F.R. § 164.520(a)(2)(iii), so that the burden to maintain and provide Notices of Privacy Practices is entirely that of BCBSM. The Group will cooperate with BCBSM in the preparation of Notices of Privacy Practices and shall not prepare or distribute any such notices independently. In the event that the Group requests "summary health information," as defined in 45 C.F.R. § 164.504(a), it certifies to BCBSM that it is for a purpose as described in 45 C.F.R. § 164.504(f)(1)(ii). Unless the Group otherwise notifies BCBSM in writing, BCBSM will assume all responsibility for issuing automatic certificates of creditable coverage to terminated Members as required by HIPAA and regulations, and further agrees to respond to any requests for such certificates and related inquiries. The Group will be responsible for notifying BCBSM of all terminations of coverage as set forth in Section 6. Also, if applicable, the Group will retain responsibility for issuing certificates of coverage to persons entitled to elect COBRA no later than when the Group provides the COBRA notice.
11. **Rate Stabilization Reserves (RSRs).** If the Group is experience rated, neither refunds of any positive nor charges of negative RSR balances will be made to, or charged to the Group at termination. These RSR provisions are part of the experience rating procedures filed with and approved by the State Insurance Commissioner. Also, RSR refunds or charges will not be made if the Group converts to an area rated or industry rated group, but will be added to, or charged against the pools used to compute area rated and industry rated premiums.
12. **Blue Med Save.** The Group may purchase this medical savings account (MSA) option only in conjunction with CMM1500/BMSDCR. The Group will permit BCBSM to share eligibility information with the administrator of the MSA program and the bank or other financial institution custodian of MSA funds, subject to appropriate confidentiality safeguards. The Group will prepay monthly MSA administration fees and MSA account contributions on behalf of enrolled employees at the time and in the manner required by BCBSM or the custodian. The Group acknowledges that medical savings accounts are subject to federal participation limits and other tax code restrictions, and they agree to comply with federal law governing participation in this program.
13. **Licensee Status of BCBSM.** This Agreement is between the Group and BCBSM, an independent corporation licensed by the Blue Cross and Blue Shield Association (BCBSA) to use the Blue Cross and Blue Shield names and service marks in Michigan. However, BCBSM is not an agent of BCBSA and, by entering into this Agreement, the Group agrees that it made this Agreement based solely on its relationship with BCBSM or its agents. The Group further agrees that BCBSA is not a party to, nor has any obligations under this Agreement, and that no obligations are created or implied by this language.
14. **Copayments - BlueCard Program.** Exhibit 1 attached to this Agreement describes the BlueCard program available through the BCBSA. If the BCBSA revises the disclosure in Exhibit 2, BCBSM will give the Group notice with a new Exhibit 2, which will automatically become part of this Agreement sixty (60) days after notice has been given.
15. **Litigation.** Any suit arising out of this Agreement or any Certificates and Riders must be filed within 2 years after the cause of action arose and, unless pre-empted by ERISA, shall be brought in a Michigan court of competent jurisdiction. Under no circumstances may the Group, the GHP, or a Member file suit before exhausting the internal BCBSM-administered steps of the applicable grievance procedure set forth in Part 4 of 1980 PA 350 referenced in Section 8. However, exercising any rights under PA 350, as also described in Section 8, shall not extend the 2-year period in which any suit may be filed.
16. **Termination.** Upon thirty (30) days written notice, either party may terminate this Agreement for any reason consistent with applicable law. BCBSM may also terminate this Agreement as described in Section 3 above.
17. **Assignment and Waiver.** Neither party may assign this Agreement without the written permission of the other party. The waiver by a party of any breach of this Agreement by the other party shall not constitute a waiver of any subsequent breach of this Agreement. The Group will immediately notify BCBSM in writing of any Change in Control, any change in the Group's name, identity, ownership, or legal organizational structure, any change in, or addition to, a location of the Group's place of business, and any merger, combination, sale of assets, or other similar material transaction in which the Group is involved. For purposes of this Agreement, a "Change in Control" shall mean an event resulting in a change in the beneficial ownership of the Group of 50% or more immediately after the event compared to one year before the event. "Beneficial ownership" means actual ownership or the right, directly or indirectly, to control voting power associated with ownership interests in the Group.
18. **Exclusions.** Notwithstanding anything contained in this Agreement, BCBSM will have no obligation to the Group for any coverage not specified in the applicable Certificate and Riders, nor for any coverage that the Group, in whole or in part, contracts with other carriers to provide on behalf of the Group. The Group agrees to indemnify and hold BCBSM harmless against any loss, claims, actions, and damages, including costs and reasonable attorneys' fees, that may arise from any coverage not so provided by BCBSM.
19. **Entire Agreement.** This Agreement (including Parts B and C) together with any attachments is the entire agreement between BCBSM and the Group and supersedes all other agreements, oral or written, between the parties regarding the same subject matter. This Agreement may be amended only by a written document signed by the parties.
20. **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
21. **Governing Law.** This Agreement is entered into in Michigan and, except as may be pre-empted by ERISA, shall be construed according to the laws of Michigan

Once this entire document has been read, please sign on the reverse side.



Group Enrollment & Coverage Agreement Part A – Terms & Conditions. Exhibit 1

BlueCard

Like all Blue Cross and Blue Shield Licensees, BCBSM participates in a program called "BlueCard." Whenever Members access health care services outside the geographic area BCBSM serves, the claim for those services may be processed through BlueCard and presented to BCBSM for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Plan"), BCBSM will remain responsible to the Group for fulfilling BCBSM's contract obligations. However, the Host Plan will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard are described generally below.

Liability Calculation Method Per Claim

The calculation of a Member's liability on claims for covered health care services incurred outside the geographic area BCBSM serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSM pays the Host Plan.

The methods employed by a Host Plan to determine a negotiated price will vary among Host Plans based on the terms of each Host Plan's provider contracts. The negotiated price paid to a Host Plan by BCBSM on a claim for health care services processed through BlueCard may represent:

- (i) the actual price paid on the claim by the Host Plan to the health care provider ("Actual Price"), or
- (ii) an estimated price, determined by the Host Plan in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholdings, any other contingent payment arrangements and non-claims transactions with all of the Host Plan's health care providers or one or more particular providers ("Estimated Price"), or
- (iii) an average price, determined by the Host Plan in accordance with BlueCard Policies, based on a billed charges discount representing the Host Plan's average savings expected after settlements, withholdings, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Member and the Group from the Actual Price than would an Estimated Price.

Host Plans using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Member is a final price and will not be affected by such prospective adjustment.

Statutes in a small number of states may require a Host Plan either (1) to use a basis for calculating a Member's liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statute mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Plan would then calculate a Member's liability for any covered health care services in accordance with the applicable state statute in effect at the time the Member received those services.

Return of Overpayments

Under BlueCard, recoveries from a Host Plan or from participating providers of a Host Plan can arise in several ways, including but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Plan will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.



Blue Cross
Blue Shield
Blue Care Network
of Michigan

Independent licensees of the Blue Cross
and Blue Shield Association

**Appendix B-4
Comm. Blue PPO**

Group Enrollment & Coverage Agreement

PART B - GROUP INFORMATION

Group Size: 100 + Group Type: Self-Funded (ASC) Assoc/Chamber Indicator: No Effective Date: November 1, 2005
 Industry/Sponsoring Organization Name: Services Customer ID: 112357
 Leasing Company Acronym - Name: Phone: +1 (248) 341-5432
 Group Name (Full Legal Name): BLOOMFIELD HILLS BOARD OF ED Fax: +1 (248) 341-5449
 Physical Address: 4175 ANDOVER RD P O BOX 816, BLOOMFIELD HILLS, MI 48303 Federal Employer ID: 386003046
 Mailing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303
 County Name: OAKLAND Type of Business: Elementary and secondary schools
 Name of Owner: Mr. STEVEN GAYNOR Phone: +1 (248) 341-5405

Group #	Suffix	Admin Contact	Phone	Billing Contact	Phone
BLOOMFIELD HILLS BOARD OF ED					
67201	660	SHELLY HOLLIDAY	+1 (248) 341-5432	SARAH DARE/ALICIA GIL	+1 (248) 341-5431
Billing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303					

Status	Expiration Date	Policy #	Carrier
In Force	07/01/2005	2062192	ACCIDENT FUND OF MICHIGAN

Are you currently in bankruptcy? Yes [] No [] Do you have Leased Employees? No Is this an ERISA Group? No

Does this group have any subsidiaries, offices or branches located at other physical locations? Yes [] No []
 If yes, submit multiple location report

Primary Union Representation						
Group/Suffix	Union Name	Employees No.	Local #	Exp Date	Local Representative Name	

Group #	Suffix	Previous BCBSM or Former Group # BCN Coverage	Cancellation Date	Current Carrier
67201	660	Yes 00000		
Employer Contribution: 100.00%				

Addition of Eligible Employees:

A. To be eligible for coverage an employee must work a minimum of 30 hours per week.

B. Eligible **Dependent** coverage will be effective on date of event, e.g., spouse, newborn, if written notification is received within 30 days thereof with billing prorated. If after 30 days; will be effective at group's next annual reopening date.

C. **Newly hired full-time, or part-time employees who become full-time** are to be effective:
 [X] Other, enter appropriate BCBSM/BCN Code [S2] BCBSM Code [] BCN Code
 The employee coverage will be effective the date of hire/rehire

D. Employees hired with an active BCBSM/BCN contract may transfer to this group without regard to above schedule (Item B, above)

E. Exceptions: **Newly hired eligible employees will be effective date of hire.**
 Employees must work an average of 17 1/2 hours to be eligible for coverage.

Only BCBSM Individuals covered under your group who are either temporarily inactive, or leaving the group for reasons like family leave, layoff, sick leave, leave of absence, or other situations, may continue as subscribers to this group program on a cash payment agreement for a period not to exceed 6 months -- or -- BCBSM/BCN members may be eligible for Group Conversion or Cobra.

The Group agrees with all terms as stipulated in this Group Enrollment and Coverage Agreement (Parts A, B & C), in the attached certificate/rider listing--group size requirement chart, on the Enrollment Change of Status Form, and in the specified Blue Cross Blue Shield of Michigan or Blue Care Network Health Care Certificate(s) and Rider(s). **Do not sign this agreement unless a benefit description is enclosed.**

Signature of Group Executive on behalf of the Group and the Group Health Plan: _____ Date: 10/1/05
 Signature of BCBSM Representative: _____ Date: 10/13/05
 Signature of Agent: _____ Date: 10/13/05
 Signature of Underwriter/Group Administration: _____ Date: _____

Appendix B-5
Comm. Blue PPO

Group Enrollment & Coverage Agreement

PART B - GROUP INFORMATION con't (2)

Group Name (Full Legal Name):	BLOOMFIELD HILLS BOARD OF ED	Customer ID:	112357
Group(s) Covered:	67201-660		
			Effective Date: November 1, 2005

Retiree Group: Is there a surviving spouse option?	No	If yes, must be supported by a formal retirement program.
--	----	---

Managing Agency Name:	NOT APPLICABLE	M.A.Number:	00		
Agent Name:	GARY M MIKLOSOVIC	Agency No.:	00098	BCBSM Agent ID No:	09333
Agent Address:	24175 NORTHWESTERN STE 200, SOUTHFIELD, MI 480752532	Agent Phone:	+ (248) 2262500		



**Blue Cross
Blue Shield**
of Michigan

An Independent Licensee of
the Blue Cross Blue Shield
Association

**Appendix B-6
Comm. Blue PPO**

Group Enrollment & Coverage Agreement

Part C - Coverage Selection

Group Name (Full Legal Name): **BLOOMFIELD HILLS BOARD OF ED** Customer ID: 112357

Group(s) Covered: 67201-660

Certificate/Rider Options: Benefit Requested Date: November 1, 2005

MEDICAL/SURG.

Package: Non-Standard PPO Med/Surg

Certificates/Riders

Blue Shield Complementary Option 1
Blue Cross Complementary Group Benefit Certificate
Community Blue Group Benefits Certificate

ASFP	BCP-PPO	BMT	CB-MH 20%	CB-MHP
CB-PCB	CB-PCM	CI	CNM	CNP
CRNA	DC	ECIP	ESRD	GCO
GCP-D	GLE-1	GPC-SAT-2	HIT	HMN
ICMP	MLOS	ODMP	PCD	PDC
RAPS	ROMS	SD	SOCT	SOT-PE
SUBR02	TBHD			

MASTER/MEDICAL

Package: Non-Standard PPO Med/Surg

Certificates/Riders

Master Medical 65 Certificate

MM65AL MMC-PD

PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders

Preferred Rx Plan Certificate

MOPD PD-BC \$5 PD-CM PD-CR \$10 RXDAA

DENTAL

Package: Non-Standard Dental - Freestanding

Certificates/Riders

Dental Options Group Benefit Dental Plan Certificate

CDC-DC DO-PPO PK015

VISION

Package: Non-Standard Vision - Freestanding

Certificates/Riders

Series A80

ASC930 FLVS-A

SELECTED PACKAGES & OPTIONAL RIDERS

Medical/Surg.	Prescription Drug	Dental	Vision
Non-Standard PPO Med/Surg	Non-Standard Drug	Non-Standard Dental	Non-Standard Vision

Coordination of Benefits: COB1 - Pursue & Pay Aggressive Coordination of Benefits Form must be attached

Funded Account Program: Add Maintain Cancel - attach group letter

The Group agrees with all terms as stipulated in this Group Enrollment and Coverage Agreement (Parts A, B & C), on the Enrollment Change of Status Form, and in the specified Blue Cross Blue Shield of Michigan Health Care Certificate(s) and Rider(s). Do not sign this agreement unless a benefit description is enclosed.

Signature of Group Executive on behalf of the Group and the Group Health Plan:

Date: 10/1/05

Signature of BCBSM Rep:

Date: 10/8/05

Signature of Agent:

Date: 10/3/05

Signature of Underwriter/Group Administration:

Date: _____

Part C cont (2)

Group Name (Full Legal Name): **BLOOMFIELD HILLS BOARD OF ED** Customer ID: 112357

Group(s) Covered: 67201-660

Benefit Requested Date: November 1, 2005

Mental Health Parity: According to the Mental Health Parity Act of 1996, "small employers" are exempt from the law. The term "small employer" is defined as an employer who employed an average of at least two, but not more than 50, employees on business days during the preceding calendar year and who employs at least two employees on the first day of the plan year. Mental Health Parity: Plan Year _____ "Plan year" is the date designated in your group health plan documents. If there is no such date, the law becomes effective on your rate-renewal date or policy year.

Total Group Census:		Enrolling:		Not Enrolling:	
Total Employees:	109	Blue Enrolled - Active:	_____	Enrolled, Other Carrier:	_____ Identify Carrier: _____
Total Ineligible:	0	Other:	_____	Covered by Spouse/Parent -	_____
Part Time:	_____			Blue:	_____
Seasonal:	_____	COBRA:	_____	Non Blue:	_____
Other:	_____ Identify Segment:	Retirees:	_____	Waiving Coverage:	_____
Total Eligible:	93				

[Blue Cross Blue Shield of Michigan Use Only]

Business Type: Benefit Change

Effective Date: November 1, 2005	BCBSM Inventory Date: November 1, 2005	Control Code: ED
Billing Cycle Date: 01	Sales Office Code: 140	Cluster Code: D500
Current Rate Renewal Date: November 1, 2005	Mail Code: B110	SIC Code: 8211
BCN Inventory Date: November 1, 2005	Territory Code: ED	County Code: 063



Group Enrollment & Coverage Agreement Part A

Appendix B-8 Traditional

Blue Cross and Blue Shield of Michigan (BCBSM) will provide health care coverage to Members, i.e., eligible persons enrolled through the Group identified below and participating in the Group's employee welfare benefit plan providing health benefits (Group Health Plan or GHP), subject to the terms of applicable certificates and riders ("Certificates and Riders"), BCBSM's administrative and underwriting requirements, the Group Administrative Guide (Guide) and the following terms and conditions of this Group Enrollment & Coverage Agreement consisting of Part A-Terms and Conditions, Part B-Group Information, and Part C-Coverage Selection (Agreement):

- 1. Effective Date. This Agreement will become effective only when BCBSM returns a signed copy to the Group and applicable premiums are paid. This Agreement is effective on the date established by BCBSM and will continue unless terminated as provided in Section 16.
2. Group as Agent. For all purposes of this Agreement, including the payment of premiums, the Group is the agent for all Members. Notice by or to the Group will satisfy any notice requirements of this Agreement and applicable Certificates and Riders.
3. Premiums. The Group must pay all premiums at least one-month in advance of the relevant monthly period. The Group must pay all premiums related to any retroactive adjustments expressly permitted by underwriting rules. Refunds or retroactive credits of premium payments or retroactive additions or deletions of Members are not otherwise permitted under this Agreement. Except for any government-mandated surcharges or subsidies, all premium rates are guaranteed for the applicable benefit period then in effect. For an account with less than 100 enrolled contracts, if incorrect rates are identified, BCBSM will notify the account in writing that the rates will be corrected on the next available bill, 90 days following receipt of the notice of incorrect rates.

At its discretion, BCBSM may terminate this Agreement immediately if premiums are more than thirty (30) days past due, with termination of coverage retroactive to the date through which premiums were paid in full.

- 4. Eligibility. In order to be a Member, an enrolled individual must (A) meet the eligibility requirements set by the Group and the requirements of BCBSM's underwriting rules, Certificates and Riders, and Part B of this Agreement and (B) be either (i) a proprietor, partner or shareholder actively managing the Group's business, or (ii) a full time active employee of the Group working at least thirty (30) hours per week. If the Group is a "small employer" as defined in section 3701(p) of 2003 PA 88 (MCL 500.3701(p)), an employee who satisfies the definition of "eligible employee" under section 3701(h) (MCL 500.3701(h)), may be enrolled. A dependent of a Member shall also be deemed to be a Member if the dependent meets the requirements of (A) above.

The Group warrants that all enrolled individuals meet the above requirements, and that it will not enroll any ineligible individual. If an ineligible individual is enrolled, the Group agrees to indemnify and hold BCBSM harmless and reimburse BCBSM for all benefit payments made on behalf of such individual and any judgment, settlement, costs, expenses and reasonable attorney fees in connection therewith.

- 5. Enrollment Requirements. The Group will offer the coverage described in Part C of this Agreement to all eligible individuals as described in Section 4. To continue coverage, the number of eligible individuals enrolled in a Blue Family Benefit Program (Traditional, PPO, Blue Care Network, or any other program that BCBSM may establish) must at all times equal or exceed BCBSM enrollment, participation, and underwriting requirements. The Group agrees to provide BCBSM or its designee with all information required to conduct an annual underwriting review and a payroll audit.

Under no circumstances will coverage be available if fewer than two eligible individuals are enrolled. A husband and wife may be enrolled as a group only if a valid employee/employer relationship exists and can be documented by FICA and employee income tax withholding payroll records; otherwise, they must be enrolled as a single contract (two person or family).

- 6. Eligibility Information. The Group agrees to provide timely and accurate eligibility information, including Medicare status, and to identify all persons subject to the Medicare Secondary Payer statutes and regulations. The Group acknowledges that BCBSM will rely upon the accuracy of all eligibility information the Group provides, and the Group agrees to indemnify and hold BCBSM harmless against any loss, claim or action, including costs, penalties and reasonable attorney fees, arising from the provision of inaccurate eligibility information.
7. Enrollment Applications. BCBSM will not accept Member applications for coverage not submitted according to procedures contained in the Guide. Rehires and persons renewing terminated memberships will be enrolled as new employees/Members. All applicable premiums, including those for any retroactive periods, must be paid before such persons shall be deemed to be eligible for coverage.
8. PA 350 Claims Dispute Procedures. A Member who disagrees with how a claim was processed may take advantage of BCBSM's routine inquiry procedures. A Member who is still dissatisfied must exhaust all steps of the internal grievance procedures established pursuant to Part 4 of 1980 PA 350 (MCL 550.1401 et seq., as amended) or, if the GHP is subject to the Employment Retirement Income Security Act of 1974 (ERISA), the procedures established pursuant to 29 CFR Part 2560, before seeking other remedies. A Member dissatisfied with the results of the internal grievance procedure may be entitled to request an external review from the Office of Financial and Insurance Services as provided in 2000 PA 251 (MCLA 550.1901 et seq., as amended), or may file suit in a court having jurisdiction as set forth in Section 15. If the GHP is subject to the Employee Retirement Income Security Act of 1974 (ERISA), a Member may also have a right to file a claim under § 502(a) of ERISA.

Continued on reverse side

The Group agrees with all the terms and conditions as stipulated in this Agreement and in the specified Blue Cross and Blue Shield of Michigan Health Care Certificates(s) and Rider(s)

Group Name (Full Legal Name): BLOOMFIELD HILLS BOARD OF ED
List of Groups: 67201-000

Customer ID: 112357

Group Health Plan Name:

Signature of Group Executive on behalf of the Group and the Group Health Plan:

Signature of BCBSM Rep:

Signature of Agent:

Signature of Underwriter/Group Administration:

Handwritten signatures and lines for signatures of Group Executive, BCBSM Rep, Agent, and Underwriter/Group Administration.

Date: 10/1/05
Date: 1/2/06
Date: 10/3/05
Date:

Appendix B-9 Traditional

9. **ERISA Fiduciaries.** If the GHP is subject to ERISA, the Group, or its designee (other than BCBSM), shall be the Plan Administrator of the GHP under ERISA and shall have all of the responsibilities and authority of that position including ensuring compliance with ERISA, preparing and distributing summary plan descriptions, and advising all eligible individuals of: (i) available benefits and any changes in benefits; (ii) termination of coverage for any reason, including the failure to make any payments when due; and (iii) their COBRA rights, if any. The Group delegates the responsibility and discretionary authority to process and pay claims to BCBSM as "claims administrator" and retains all other responsibilities and duties under ERISA not specifically delegated to BCBSM. BCBSM agrees to assume such responsibility and authority, including any responsibility it may have as a "named fiduciary" (as defined under ERISA §402) for purposes of its claims administration duties, to the extent that under the GHP and ERISA it meets the definition of a "named fiduciary." As the named claims administrator, BCBSM shall have the power and discretion to construe the terms of this Agreement and to determine all questions pertaining to the administration, interpretation, and application of this Agreement and any Certificates and Riders that involve eligibility for benefits and the payment or denial of claims. In addition, the parties agree that BCBSM shall have the responsibility for ensuring that its claims procedures comply with the Department of Labor's Claims Procedures described in 29 C.F.R. Part 2560 and for handling all levels of appeal.
10. **HIPAA Privacy Notices; Certification of Creditable Coverage.** BCBSM and the GHP are an "organized health care arrangement" with respect to "protected health information" (PHI) (as those terms are defined in 45 C.F.R. § 164.501) created or received by BCBSM that relates to individuals who are or who have been participants or beneficiaries in the GHP. BCBSM will comply with the administrative requirements under 45 C.F.R. Parts 160 and 164 and prepare and distribute Notices of Privacy Practices appropriate for the Group under 45 C.F.R. § 164.520. The Group represents and warrants that it does not create or receive PHI and is not entitled to receive any PHI from BCBSM, except as permitted in 45 C.F.R. § 164.520(a)(2)(iii), so that the burden to maintain and provide Notices of Privacy Practices is entirely that of BCBSM. The Group will cooperate with BCBSM in the preparation of Notices of Privacy Practices and shall not prepare or distribute any such notices independently. In the event that the Group requests "summary health information," as defined in 45 C.F.R. § 164.504(a), it certifies to BCBSM that it is for a purpose as described in 45 C.F.R. § 164.504(f)(1)(ii). Unless the Group otherwise notifies BCBSM in writing, BCBSM will assume all responsibility for issuing automatic certificates of creditable coverage to terminated Members as required by HIPAA and regulations, and further agrees to respond to any requests for such certificates and related inquiries. The Group will be responsible for notifying BCBSM of all terminations of coverage as set forth in Section 6. Also, if applicable, the Group will retain responsibility for issuing certificates of coverage to persons entitled to elect COBRA no later than when the Group provides the COBRA notice.
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12. **Blue Med Save.** The Group may purchase this medical savings account (MSA) option only in conjunction with CMM1500/BMSDCR. The Group will permit BCBSM to share eligibility information with the administrator of the MSA program and the bank or other financial institution custodian of MSA funds, subject to appropriate confidentiality safeguards. The Group will prepay monthly MSA administration fees and MSA account contributions on behalf of enrolled employees at the time and in the manner required by BCBSM or the custodian. The Group acknowledges that medical savings accounts are subject to federal participation limits and other tax code restrictions, and they agree to comply with federal law governing participation in this program.
13. **Licensee Status of BCBSM.** This Agreement is between the Group and BCBSM, an independent corporation licensed by the Blue Cross and Blue Shield Association (BCBSA) to use the Blue Cross and Blue Shield names and service marks in Michigan. However, BCBSM is not an agent of BCBSA and, by entering into this Agreement, the Group agrees that it made this Agreement based solely on its relationship with BCBSM or its agents. The Group further agrees that BCBSA is not a party to, nor has any obligations under this Agreement, and that no obligations are created or implied by this language.
14. **Copayments - BlueCard Program.** Exhibit 1 attached to this Agreement describes the BlueCard program available through the BCBSA. If the BCBSA revises the disclosure in Exhibit 2, BCBSM will give the Group notice with a new Exhibit 2, which will automatically become part of this Agreement sixty (60) days after notice has been given.
15. **Litigation.** Any suit arising out of this Agreement or any Certificates and Riders must be filed within 2 years after the cause of action arose and, unless pre-empted by ERISA, shall be brought in a Michigan court of competent jurisdiction. Under no circumstances may the Group, the GHP, or a Member file suit before exhausting the internal BCBSM-administered steps of the applicable grievance procedure set forth in Part 4 of 1980 PA 350 referenced in Section 8. However, exercising any rights under PA 350, as also described in Section 8, shall not extend the 2-year period in which any suit may be filed.
16. **Termination.** Upon thirty (30) days written notice, either party may terminate this Agreement for any reason consistent with applicable law. BCBSM may also terminate this Agreement as described in Section 3 above.
17. **Assignment and Waiver.** Neither party may assign this Agreement without the written permission of the other party. The waiver by a party of any breach of this Agreement by the other party shall not constitute a waiver of any subsequent breach of this Agreement. The Group will immediately notify BCBSM in writing of any Change in Control, any change in the Group's name, identity, ownership, or legal organizational structure, any change in, or addition to, a location of the Group's place of business, and any merger, combination, sale of assets, or other similar material transaction in which the Group is involved. For purposes of this Agreement, a "Change in Control" shall mean an event resulting in a change in the beneficial ownership of the Group of 50% or more immediately after the event compared to one year before the event. "Beneficial ownership" means actual ownership or the right, directly or indirectly, to control voting power associated with ownership interests in the Group.
18. **Exclusions.** Notwithstanding anything contained in this Agreement, BCBSM will have no obligation to the Group for any coverage not specified in the applicable Certificate and Riders, nor for any coverage that the Group, in whole or in part, contracts with other carriers to provide on behalf of the Group. The Group agrees to indemnify and hold BCBSM harmless against any loss, claims, actions, and damages, including costs and reasonable attorneys' fees, that may arise from any coverage not so provided by BCBSM.
19. **Entire Agreement.** This Agreement (including Parts B and C) together with any attachments is the entire agreement between BCBSM and the Group and supersedes all other agreements, oral or written, between the parties regarding the same subject matter. This Agreement may be amended only by a written document signed by the parties.
20. **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
21. **Governing Law.** This Agreement is entered into in Michigan and, except as may be pre-empted by ERISA, shall be construed according to the laws of Michigan.

Once this entire document has been read, please sign on the reverse side.

Group Enrollment & Coverage Agreement Part A – Terms & Conditions. Exhibit 1

BlueCard

Like all Blue Cross and Blue Shield Licensees, BCBSM participates in a program called "BlueCard." Whenever Members access health care services outside the geographic area BCBSM serves, the claim for those services may be processed through BlueCard and presented to BCBSM for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Plan"), BCBSM will remain responsible to the Group for fulfilling BCBSM's contract obligations. However, the Host Plan will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard are described generally below.

Liability Calculation Method Per Claim

The calculation of a Member's liability on claims for covered health care services incurred outside the geographic area BCBSM serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSM pays the Host Plan.

The methods employed by a Host Plan to determine a negotiated price will vary among Host Plans based on the terms of each Host Plan's provider contracts. The negotiated price paid to a Host Plan by BCBSM on a claim for health care services processed through BlueCard may represent:

- (i) the actual price paid on the claim by the Host Plan to the health care provider ("Actual Price"), or
- (ii) an estimated price, determined by the Host Plan in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Plan's health care providers or one or more particular providers ("Estimated Price"), or
- (iii) an average price, determined by the Host Plan in accordance with BlueCard Policies, based on a billed charges discount representing the Host Plan's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Member and the Group from the Actual Price than would an Estimated Price.

Host Plans using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Member is a final price and will not be affected by such prospective adjustment.

Statutes in a small number of states may require a Host Plan either (1) to use a basis for calculating a Member's liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Plan would then calculate a Member's liability for any covered health care services in accordance with the applicable state statute in effect at the time the Member received those services.

Return of Overpayments

Under BlueCard, recoveries from a Host Plan or from participating providers of a Host Plan can arise in several ways, including but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Plan will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.



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**Appendix B-11
Traditional**

Group Enrollment & Coverage Agreement

PART B - GROUP INFORMATION

Group Size: 100 + Group Type: Self-Funded (ASC) Assoc/Chamber Indicator: No Effective Date: November 1, 2005
 Industry/Sponsoring Organization Name: Services Customer ID: 112357
 Leasing Company Acronym - Name:
 Group Name (Full Legal Name): BLOOMFIELD HILLS BOARD OF ED Phone: +1 (248) 341-5432
 Physical Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303 Fax: +1 (248) 341-5449
 Mailing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303 Federal Employer ID: 386003046
 County Name: OAKLAND Type of Business: Elementary and secondary schools
 Name of Owner: Mr. STEVEN GAYNOR Phone: +1 (248) 341-5405

Group #	Suffix	Admin Contact	Phone	Billing Contact	Phone
BLOOMFIELD HILLS BOARD OF ED					
67201	000	SHELLY HOLLIDAY	+1 (248) 341-5432	ALICIA GILLETTE SARAH DAR	+1 (248) 341-5431
Billing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303					

Workers Compensation Coverage

Status	Expiration Date	Policy #	Carrier
In Force	07/01/2005	2062192	ACCIDENT FUND OF MICHIGAN

Are you currently in bankruptcy? Yes [] No [] Do you have Leased Employees? No Is this an ERISA Group? No

Does this group have any subsidiaries, offices or branches located at other physical locations? Yes [] No []
 If yes, submit multiple location report

Primary Union Representation

Group/Suffix	Union Name	Employees No.	Local #	Exp Date	Local Representative Name

Group #	Suffix	Previous BCBSM or Former Group # BCN Coverage	Cancellation Date	Current Carrier
67201	000	No		

Employer Contribution: 100.00%

Addition of Eligible Employees:

A. To be eligible for coverage an employee must work a minimum of 30 hours per week.
 B. Eligible **Dependent** coverage will be effective on date of event, e.g., spouse, newborn, if written notification is received within 30 days thereof with billing prorated. If after 30 days; will be effective at group's next annual reopening date.
 C. **Newly hired full-time, or part-time employees who become full-time** are to be effective:
 [X] Other, enter appropriate BCBSM/BCN Code [S2] BCBSM Code [] BCN Code
 The employee coverage will be effective the date of hire/rehire
 D. Employees hired with an active BCBSM/BCN contract may transfer to this group without regard to above schedule (Item B, above).
 E. Exceptions: Newly hired eligible employees will be effective date of hire.
 Employees must work an average of 17 1/2 hours to be eligible for coverage.

Only BCBSM Individuals covered under your group who are either temporarily inactive, or leaving the group for reasons like family leave, layoff, sick leave, leave of absence, or other situations, may continue as subscribers to this group program on a cash payment agreement for a period not to exceed 6 months -- or -- BCBSM/BCN members may be eligible for Group Conversion or Cobra.

The Group agrees with all terms as stipulated in this Group Enrollment and Coverage Agreement (Parts A, B & C), in the attached certificate/rider listing-group size requirement chart, on the Enrollment Change of Status Form, and in the specified Blue Cross Blue Shield of Michigan or Blue Care Network Health Care Certificate(s) and Rider(s). **Do not sign this agreement unless a benefit description is enclosed.**

Signature of Group Executive on behalf of the Group and the Group Health Plan: _____ Date: 10/1/05
 Signature of BCBSM Representative: _____ Date: 10/3/05
 Signature of Agent: _____ Date: 10/3/05
 Signature of Underwriter/Group Administration: _____ Date: _____

070103B Distribution: Underwriting Sales 1 Sales 2 M & B

**Appendix B-12
Traditional**

Group Enrollment & Coverage Agreement

PART B - GROUP INFORMATION cont (2)

Group Name (Full Legal Name):	BLOOMFIELD HILLS BOARD OF ED	Customer ID:	112357
Group(s) Covered:	67201-000		
			Effective Date: November 1, 2005

Retiree Group: Is there a surviving spouse option?	No	If yes, must be supported by a formal retirement program.
--	----	---

Managing Agency Name:	NOT APPLICABLE	M.A.Number:	00		
Agent Name:	GARY M MIKLOSOVIC	Agency No.:	00098	BCBSM Agent ID No:	09333
Agent Address:	24175 NORTHWESTERN STE 200, SOUTHFIELD, MI 480752532	Agent Phone:	+ (248) 2262500		



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**Appendix B-13
Traditional**

Group Enrollment & Coverage Agreement

Part C - Coverage Selection

Group Name (Full Legal Name):	BLOOMFIELD HILLS BOARD OF ED	Customer ID:	112357
Group(s) Covered:	67201-000		
Benefit Requested Date:		November 1, 2005	

MEDICAL/SURG.

Package: Non-Standard Traditional Med/Surg

Certificates/Riders

**Comprehensive Hospital Care Certificate
Professional Services Group Benefit Certificate**

ASFP	BCP	BMT	CC	CI
CLC	CNM	CNP	CRNA	D45NM
DC	ECIP	EF	ESRD	FAE-RC
GCO	GLE-1	HCB-1	HIT	HMN
ICMP	ML	MLOS	NC	ODMP
OPC	OPPC2	PCD	PDC	PRE100/20
PTB	PTFS	PTS	RAPS	RDC
RM	ROMS	RPS	SAT-2	SD
SOCT	SOT-PE	SUBR02	TBHD	TSA
VST	XF	XTMJ		

MASTER/MEDICAL

Package: Non-Standard Traditional Med/Surg

Certificates/Riders

Master Medical Certificate Option 5

MMCBL4	MMC-PD	MMC-XTMJ	MM-MHP	RAPS-2
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PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders

Preferred Rx Plan Certificate

MOPD	PD-BC \$5	PD-CM	PD-CR \$10	RXDAA
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DENTAL

Package: Non-Standard Dental - Freestanding

Certificates/Riders

Dental Options Group Benefit Dental Plan Certificate

CDC-DC	DO-PPO	PK015
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VISION

Package: Non-Standard Vision - Freestanding

Certificates/Riders

Series A80

ASC930	FLVS-A
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SELECTED PACKAGES & OPTIONAL RIDERS

Medical/Surg.	Prescription Drug	Dental	Vision
Non-Standard Traditional Med/Surg	Non-Standard Drug	Non-Standard Dental	Non-Standard Vision

The Group agrees with all terms as stipulated in this Group Enrollment and Coverage Agreement (Parts A, B & C), on the Enrollment Change of Status Form, and in the specified Blue Cross Blue Shield of Michigan Health Care Certificate(s) and Ride(s). Do not sign this agreement unless a benefit description is enclosed.

Signature of Group Executive on behalf of the Group and the Group Health Plan:

Signature of BCBSM Rep:

Signature of Agent:

Signature of Underwriter/Group Administration:

[Handwritten signatures]

Date: 10/18/05
Date: 10/3/05
Date: 10/3/05
Date: _____

Part C con't (2)

Group Name (Full Legal Name): **BLOOMFIELD HILLS BOARD OF ED** Customer ID: 112357

Group(s) Covered: 67201-000

Benefit Requested Date: November 1, 2005

Coordination of Benefits: COB1 - Pursue & Pay Aggressive

Coordination of Benefits Form must be attached

Funded Account Program: Add Maintain Cancel - attach group letter

Mental Health Parity: According to the Mental Health Parity Act of 1996, "small employers" are exempt from the law. The term "small employer" is defined as an employer who employed an average of at least two, but not more than 50, employees on business days during the preceding calendar year and who employs at least two employees on the first day of the plan year. Mental Health Parity: Plan Year _____ "Plan year" is the date designated in your group health plan documents. If there is no such date, the law becomes effective on your rate-renewal date or policy year.

Total Group Census:	Enrolling:	Not Enrolling:
Total Employees: 109	Blue Enrolled - Active: _____	Enrolled, Other Carrier: _____ Identify Carrier: _____
Total Ineligible: 0	Other: _____	Covered by Spouse/Parent - _____
Part Time: _____	COBRA: _____	Blue: _____
Seasonal: _____	Retirees: _____	Non Blue: _____
Other: _____ Identify Segment: _____		Waiving Coverage: _____
Total Eligible: 93		

[Blue Cross Blue Shield of Michigan Use Only]

Business Type: Benefit Change

Effective Date: November 1, 2005	BCBSM Inventory Date: November 1, 2005	Control Code: ED
Billing Cycle Date: 01	Sales Office Code: 140	Cluster Code: D500
Current Rate Renewal Date: November 1, 2005	Mail Code: B110	SIC Code: 8211
BCN Inventory Date: November 1, 2005	Territory Code: ED	County Code: 063



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Benefit Descriptions

Printed on 07/19/2005

Benefits for: BLOOMFIELD HILLS BOARD OF ED

Appendix C-1
Comm. Blue PPO

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	MEDICAL/SURG.		
Rider	ASFP Ambulatory Surgery Facility Program	5821	Extends benefits to cover outpatient surgery performed in a Blue Cross Blue Shield-approved ambulatory surgery facility (a freestanding outpatient surgical facility).
Rider	BCP-PPO BlueCard PPO Program	5646	Allows BCBSM BlueCard Program PPO members to receive health care services in other states through the BlueCard Program. If covered services are received from an out-of-state BlueCard participating PPO provider, the host plan will pay the provider and not reduce its payment by the amount specified under the certificate for services provided by a non-network provider.
Rider	BMT Bone Marrow Transplants	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
Rider	CB-MHP20% Mental Health Parity	5517	Reduces copay to 20% for mental health care services provided by network and non-network providers. Eliminates annual and lifetime maximums for mental health care.
Rider	CB-PCB Preventive Care Benefits	6603	Adds the following laboratory and radiology services to the list of preventive care services: o Chemical profile o Complete blood count o Urinalysis o Chest X-ray o EKG One of each test per member, per calendar year is covered when performed by a network provider, with no age restrictions. These benefits are subject to the annual \$250 Preventive Care Benefits maximum.
Rider	CB-PCM Preventive Care Maximum	5812	Removes \$250 annual maximum for covered preventive care services. All age and frequency limitations remain the same.
Certificate	CBPPO1 Community Blue Group Benefits Certificate	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 copay for select office services, a \$50 copay for emergency room visits and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member, \$500 family deductible, a 20% out-of-network copay, a \$50 copay for emergency room and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. Preventive care is not covered out-of-network.
Rider	CI Contraceptive Injections	5315	Adds benefits for contraceptive injections. Note: This coverage is available only with prescription drug coverage. When this rider is selected, Riders PCD and PD-CM must also be selected.



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Benefit Descriptions

Printed on 08/22/2005

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

**Appendix C-2
Comm. Blue PPO**

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	MEDICAL/SURG.		
Rider	ASFP	5821	Extends benefits to cover outpatient surgery performed in a Blue Cross Blue Shield-approved ambulatory surgery facility (a freestanding outpatient surgical facility).
Ambulatory Surgery Facility Program			
Rider	BCP-PPO	5646	Allows BCBSM BlueCard Program PPO members to receive health care services in other states through the BlueCard Program. If covered services are received from an out-of-state BlueCard participating PPO provider, the host plan will pay the provider and not reduce its payment by the amount specified under the certificate for services provided by a non-network provider.
BlueCard PPO Program			
Rider	BMT	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
Bone Marrow Transplants			
Rider	CB-MH 20% (CB-MH20%)	5811	Decreases copay to 20% for mental health care and substance abuse treatment provided by both network and non-network providers.
Mental Health/Substance Abuse Treatment Copay Requirement			
Rider	CB-MHP	5515	Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to substance abuse treatment.
Mental Health Parity			
Rider	CB-PCB	6603	Adds the following laboratory and radiology services to the list of preventive care services: o Chemical profile o Complete blood count o Urinalysis o Chest X-ray o EKG One of each test per member, per calendar year is covered when performed by a network provider, with no age restrictions. These benefits are subject to the annual \$250 Preventive Care Benefits maximum.
Preventive Care Benefits			
Rider	CB-PCM	5812	Removes \$250 annual maximum for covered preventive care services. All age and frequency limitations remain the same.
Preventive Care Maximum			
Certificate	CBPPO1	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 copay for select office services, a \$50 copay for emergency room visits and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member, \$500 family deductible, a 20% out-of-network copay, a \$50 copay for emergency room and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. Preventive care is not covered out-of-network.
Community Blue Group Benefits Certificate			
Rider	CI	5315	Adds benefits for contraceptive injections. Note: This coverage is available only with prescription drug coverage. When this rider is selected, Riders PCD and PD-CM must also be selected.
Contraceptive Injections			

Benefits for: BLOOMFIELD HILLS BOARD OF ED

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Rider Certified Nurse Midwife	CNM	6600	Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or Blue Cross Blue Shield approved birthing center. Pre- and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage.
Rider Certified Nurse Practitioner	CNP	3687	Allows payment to participating Certified Nurse Practitioners for services covered by the member's group health plan when provided in any location except a hospital inpatient setting.
Rider Certified Registered Nurse Anesthetist	CRNA	5385	Includes certified registered nurse anesthetists (CRNA) as professional providers and pays them directly for covered anesthesia services.
Rider Dependent Continuation	DC	4656	Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met.
Rider Extended Coverage for Inpatient Psychologists' Services	ECIP	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Rider End Stage Renal Disease	ESRD	5423	Clarifies when Blue Cross Blue Shield benefits for hemodialysis and peritoneal dialysis are available for members with End Stage Renal Disease (ESRD).
Rider Group Continuation Option	GCO	9770	Clarifies a member's eligibility rights to continue group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
Rider Extended Days	GCP-D (GCPD)	2014	Increases maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Rider General Limitations and Exclusions	GLE-1 (GLE1)	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider Substance Abuse Treatment Program Benefits	GPC-SAT-2 (GPCSAT2)	4087	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Rider Home Infusion Therapy	HIT	5589	Changes how BCBSM covers home infusion therapy services under the member's home health care benefit.
Rider Hospital Medical Necessity	HMN	5227	Establishes the criteria Blue Cross Blue Shield uses to define hospital medical necessity.
Rider Individual Case Management Program	ICMP	6003	Adds benefits for services provided on an exception basis to eligible members who, along with their physician, agree to treatment under an Alternative Benefit Plan intended to provide quality care under lower-cost alternatives.



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Benefit Descriptions

Printed on 08/22/2005

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

Appendix C-4
Comm. Blue PPO

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Rider	MLOS Maternity Length of Stay	5819	Clarifies federal law regarding hospital lengths of stay for mothers or newborn children following childbirth.
Rider	ODMP Outpatient Diabetes Management Program	2592	Provides or clarifies coverage for selected services for treatment and self-management of diabetes.
Certificate	OPTION 1 (OPT1) Blue Shield Complementary Option 1	0738	Works with group health care programs to supplement Medicare Part B (professional) benefits. Covers the Medicare Part B deductible, 20% coinsurance for general services, and 50% coinsurance for outpatient mental health care.
Certificate	OPTION 2 (OPT2) Blue Cross Complementary Group Benefit Certificate	2017	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare.
Rider	PCD Prescribed Contraceptive Devices	9973	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and IUDs. Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.
Rider	PDC Prior Deductible Credit		Allows for the credit of a prior carrier's deductible to the BCBSM deductible in the first year. The expenses must be incurred and applied to the prior carrier's deductible within the 90 days prior to the Blue Cross Blue Shield effective date.
Rider	RAPS Reimbursement Arrangement for Professional Services	7469	Establishes reimbursement levels for covered professional services.
Rider	ROMS Reimbursement for Optometrist Medical Services	1271	Allows payment for medical and surgical procedures performed by an optometrist.
Rider	SD Sponsored Dependent	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.
Rider	SOCT Specified Oncology Clinical Trials	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider	SOT-PE Specified Organ Transplants in Designated Facilities	9909	Adds coverage for specified human organ transplants and related services in Blue Cross Blue Shield designated facilities. Requires prior approval by Blue Cross Blue Shield.
Rider	SUBR02 Subrogation	5220	Clarifies Blue Cross Blue Shield's subrogation rights.



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Appendix C-5
Comm. Blue PPO

Benefit Descriptions

Printed on 08/22/2005

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Rider	TBHD	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.
Temporary Benefits Due to Hospital Departicipation			



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Benefit Descriptions

Printed on 08/22/2005

Appendix C-6
Comm. Blue PPO

Benefits for: BLOOMFIELD HILLS BOARD OF ED

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	<u>MASTER/MEDICAL</u>		
Certificate	MM65	2258	Provides additional benefits for services not covered under the basic Supplemental plan. Benefits are subject to a \$100 per member deductible each calendar year. Members are also responsible for a 20% copay for general medical services and a 50% copay for private duty nursing. Additional Benefits are limited to \$2,500 per member per calendar year up to a lifetime maximum of \$5,000.
Master Medical 65 Certificate			
Rider	MM65AL	1013	Excludes reimbursement of any member liability or copays required under the member's basic certificate.
Additional Limitations			
Rider	MMC-PD	4786	Excludes coverage for prescription drugs under Master Medical certificate.
Prescription Drugs			



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Benefit Descriptions

Printed on 08/22/2005

Appendix C-7
Comm. Blue PPO

Benefits for: BLOOMFIELD HILLS BOARD OF ED

List of Groups: 67201-660

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>PRESCRIP. DRUG</u>		
Rider	MOPD	3948	Provides benefits for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by mail order vendor approved by Blue Cross Blue Shield. Member pays only one copay for each 90-day prescription or refill. Note: This rider is only compatible with fixed dollar copay riders.
Mail Order Prescription Drugs			
Rider	PD-BC \$5 (PD-BC\$5)	5164	Increases copay by \$5 whenever a member receives a brand name drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available. Available for the Preferred Rx and Traditional Rx prescription drug card programs. Note: This rider cannot be sold with any of the variable percentage copay riders.
Prescription Drug Brand Name Copay Requirement			
Rider	PD-CM	5138	Adds benefits for contraceptive medication: requiring a prescription, subject to the same copay as other prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Contraceptive Medications			
Rider	PD-CR \$10 (PD-CR\$10)	3509	Establishes copay requirement for the Preferred or Traditional Rx Plan certificate. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Prescription Drug Copay Requirement			
Certificate	PDRX	3607	Provides benefits for most federal legend drugs, state-controlled drugs, injectable insulin, and needles and syringes for insulin and chemotherapy, payable at 100% of the Blue Cross Blue Shield-approved amount, less the member's copay when obtained from a Preferred Rx network provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.
Preferred Rx Plan Certificate			
Rider	RXDAA	5630	Includes a revised definition of approved amount and copay for prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs. This rider is to be added to all groups with prescription drug coverage.
Prescription Drug Definition of Approved Amount and Copay			



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Benefit Descriptions

Printed on 09/29/2005

Appendix C-8 Traditional

Benefits for: BLOOMFIELD HILLS BOARD OF ED

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	MEDICAL/SURG.		
Rider	ASFP	5821	Extends benefits to cover outpatient surgery performed in a Blue Cross Blue Shield-approved ambulatory surgery facility (a freestanding outpatient surgical facility).
Ambulatory Surgery Facility Program			
Rider	BCP	7822	Clarifies how health care services received by BCBSM members in other states are processed through the BlueCard Program.
BlueCard Program			
Rider	BMT	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
Bone Marrow Transplants			
Rider	CC	2286	Adds facility benefits for convalescent care in Blue Cross Blue Shield approved skilled nursing care facilities. Coverage is limited to 730 days of care for the treatment of general conditions and 90 days for mental health care. Each two days of care takes away one day of available inpatient care days.
Convalescent and Long Term Illness Care			
Rider	CI	5315	Adds benefits for contraceptive injections. Note: This coverage is available only with prescription drug coverage. When this rider is selected, Riders PCD and PD-CM must also be selected.
Contraceptive Injections			
Rider	CLC	0662	Adds physician benefits for convalescent care in Blue Cross Blue Shield-approved skilled nursing care facilities. Coverage is limited to two visits per week, per month, not to exceed 730 days of care for the treatment of general conditions and 90 days for mental health care.
Convalescent and Long Term Care			
Rider	CNM	6600	Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or Blue Cross Blue Shield approved birthing center. Pre- and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage.
Certified Nurse Midwife			
Rider	CNP	3687	Allows payment to participating Certified Nurse Practitioners for services covered by the member's group health plan when provided in any location except a hospital inpatient setting.
Certified Nurse Practitioner			
Certificate	COMPS	0959	Provides basic hospital services in a semi-private room, covered at 100% of the Blue Cross Blue Shield approved amount, when received by participating hospitals or approved facilities. Coverage includes: o 120 inpatient days for general medical conditions o 30 inpatient days for mental health care o Inpatient hospital services o Outpatient hospital care
Comprehensive Hospital Care Certificate			
Rider	CRNA	5385	Includes certified registered nurse anesthetists (CRNA) as professional providers and pays them directly for covered anesthesia services.
Certified Registered Nurse Anesthetist			
Rider	D45NM	2288	Increases the number of inpatient hospital days to 365 days for general medical conditions and 45 days for mental health care.
Increased General Medical and Mental Health Care Days			



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Benefit Descriptions

Printed on 09/29/2005

Appendix C-9 Traditional

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
Rider Dependent Continuation	DC	4656	Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met.
Rider Extended Coverage for Inpatient Psychologists' Services	ECIP	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Rider Exact Fill	EF	1991	Complements Medicare Part B benefits according to the benefit level provided under the group's regular coverage for members enrolled in Medicare.
Rider End Stage Renal Disease	ESRD	5423	Clarifies when Blue Cross Blue Shield benefits for hemodialysis and peritoneal dialysis are available for members with End Stage Renal Disease (ESRD).
Rider Emergency First Aid	FAE-RC	0218	Increases payment amount for accidental injuries from \$15 to the Blue Cross Blue Shield approved amount and adds benefits for the treatment of life-threatening medical emergencies.
Rider Group Continuation Option	GCO	9770	Clarifies a member's eligibility rights to continue group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
Rider General Limitations and Exclusions	GLE-1 (GLE1)	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider Hospice Care Benefits	HCB-1	7021	Adds hospice care benefits for terminally ill individuals when certain conditions are met and services are provided in an approved hospice program.
Rider Home Infusion Therapy	HIT	5589	Changes how BCBSM covers home infusion therapy services under the member's home health care benefit.
Rider Hospital Medical Necessity	HMN	5227	Establishes the criteria Blue Cross Blue Shield uses to define hospital medical necessity.
Rider Individual Case Management Program	ICMP	6003	Adds benefits for services provided on an exception basis to eligible members who, along with their physician, agree to treatment under an Alternative Benefit Plan intended to provide quality care under lower-cost alternatives.
Rider Waiver of Member Liability	ML	1892	Waives the member liability of \$5 or 10% (whichever is greater) for laboratory, pathology, and radiology services.
Rider Maternity Length of Stay	MLOS	5819	Clarifies federal law regarding hospital lengths of stay for mothers or newborn children following childbirth.
Rider Name Change	NC	4359	Amends existing MVF and Comprehensive Hospital Care certificate riders to amend the Professional Group Benefit (PSG) and Comprehensive Hospital Care Group Benefit certificates.
Rider Outpatient Diabetes Management Program	ODMP	2592	Provides or clarifies coverage for selected services for treatment and self-management of diabetes.

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
Rider	OPC Outpatient Psychiatric Care	2290	Adds outpatient mental health care in Blue Cross Blue Shield-approved facilities, up to a maximum of \$400 per member per calendar year.
Rider	OPPC2 (OPPC-2) Outpatient Psychiatric Care	0665	Adds medical care for outpatient mental health in approved facilities or in a physician's office, up to a combined (with hospital benefits) maximum of \$400 per member per calendar year. Copays apply based on the number of visits.
Rider	PCD Prescribed Contraceptive Devices	9973	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and IUDs. Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.
Rider	PDC Prior Deductible Credit		Allows for the credit of a prior carrier's deductible to the BCBSM deductible in the first year. The expenses must be incurred and applied to the prior carrier's deductible within the 90 days prior to the Blue Cross Blue Shield effective date.
Rider	PRE100/20 (PRE-100/20) Predetermination of Hospital Benefits	7107	Requires preauthorization of non-emergency inpatient hospital admissions to determine medical necessity and length of stay. Members who do not receive approval are responsible for the first \$100 of physician charges and 20% of the hospital charges denied by Blue Cross. (In Michigan, predetermination is part of our participating hospital agreement.)
Certificate	PSG Professional Services Group Benefit Certificate	1879	Provides basic medical and surgical care covered at 100% of the Blue Cross Blue Shield approved amount. Coverage includes: <ul style="list-style-type: none"> o Unlimited visits for general medical conditions o 45 medical visits for mental health care o Surgical services including surgical and anesthesia o Obstetrical care - delivery only o Laboratory, pathology, and radiology services with a member liability of \$5 or 10% (whichever is greater) per test
Rider	PTB Pulmonary TB Days	5687	Eliminates day limits on inpatient treatment of pulmonary tuberculosis (TB) and defines this illness as a general medical condition.
Rider	PTFS Physical Therapy in Freestanding Facilities	7292	Allows payable physical therapy, occupational or functional therapy and speech therapy services to be covered in a participating freestanding facility.
Rider	PTS Physical Therapy Services	6217	Allows payment to independent physical therapists for covered physical therapy, occupational or functional therapy and speech therapy
Rider	RAPS Reimbursement Arrangement for Professional Services	7469	Establishes reimbursement levels for covered professional services.
Rider	RDC Reimbursement for Dental Care	3691	Establishes reimbursement levels for covered dental services.



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Benefit Descriptions

Printed on 09/29/2005

Appendix C-11 Traditional

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
Rider Routine Mammograms	RM	7562	Adds benefits for one routine mammography for members age 35 to 40 and then one annually for members over age 40. Services are subject to deductible and copays.
Rider Reimbursement for Optometrist Medical Services	ROMS	1271	Allows payment for medical and surgical procedures performed by an optometrist.
Rider Routine Pap Smear	RPS	4832	Adds laboratory and pathology services for routine pap smears, payable once in a 12-month period. Services are subject to the \$5 or 10% member liability for laboratory, pathology, and radiology services
Rider Substance Abuse Treatment Program Benefits	SAT-2 (SAT2)	4081	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Rider Sponsored Dependent	SD	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.
Rider Specified Oncology Clinical Trials	SOCT	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider Specified Organ Transplants in Designated Facilities	SOT-PE	9909	Adds coverage for specified human organ transplants and related services in Blue Cross Blue Shield designated facilities. Requires prior approval by Blue Cross Blue Shield.
Rider Subrogation	SUBR02	5220	Clarifies Blue Cross Blue Shield's subrogation rights.
Rider Temporary Benefits Due to Hospital Departicipation	TBHD	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.
Rider Technical Surgical Assistance	TSA	3693	Expands coverage for technical surgical assistance to include surgical procedures performed in an outpatient hospital setting.
Rider Voluntary Sterilization	VST	4664	Adds benefits for voluntary sterilization, regardless of medical necessity.
Rider Exact Fill	XF	0627	Complements Medicare Part A benefits according to the benefit level provided under the group's regular coverage for members enrolled in Medicare.
Rider Excluded TMJ Conditions	XTMJ	7103	Clarifies payable benefits for the treatment of temporomandibular jaw joint (TMJ) disorders.



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Appendix C-12
Traditional

Benefit Descriptions

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Benefits for: BLOOMFIELD HILLS BOARD OF ED

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>MASTER/MEDICAL</u>		
Certificate	MMC5	4834	Provides additional benefits for services not covered under the basic plan up to a lifetime maximum of \$1 million per member. Benefits are subject to a \$150 per member (\$300 per family) deductible each calendar year. Members are also responsible for a 20% copay for general medical services and a 50% copay for outpatient mental health care and private duty nursing.
	Master Medical Certificate Option 5		
Rider	MMCBL4	7691	
	MMCBL4		
Rider	MMC-PD	4786	Excludes coverage for prescription drugs under Master Medical certificate.
	Prescription Drugs		
Rider	MMC-XTMJ	7106	Clarifies payable benefits for the treatment of temporomandibular jaw joint (TMJ) disorders.
	Excluded TMJ Conditions		
Rider	MM-MHP	5522	Eliminates annual and lifetime maximums for mental health care.
	Mental Health Parity		
Rider	RAPS-2	7057	Establishes reimbursement levels for covered professional services
	Reimbursement Arrangements for Professional Services		



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Benefit Descriptions

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Appendix C-13 Traditional

Benefits for: **BLOOMFIELD HILLS BOARD OF ED**

List of Groups: 67201-000

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	PRESCRIP. DRUG		
Rider	MOPD Mail Order Prescription Drugs	3948	Provides benefits for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by mail order vendor approved by Blue Cross Blue Shield. Member pays only one copay for each 90-day prescription or refill. Note: This rider is only compatible with fixed dollar copay riders.
Rider	PD-BC \$5 (PD-BC\$5) Prescription Drug Brand Name Copay Requirement	5164	Increases copay by \$5 whenever a member receives a brand name drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available. Available for the Preferred Rx and Traditional Rx prescription drug card programs. Note: This rider cannot be sold with any of the variable percentage copay riders.
Rider	PD-CM Contraceptive Medications	5138	Adds benefits for contraceptive medications requiring a prescription, subject to the same copay as other prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Rider	PD-CR \$10 (PD-CR\$10) Prescription Drug Copay Requirement	3509	Establishes copay requirement for the Preferred or Traditional Rx Plan certificate. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Certificate	PDRX Preferred Rx Plan Certificate	3607	Provides benefits for most federal legend drugs, state-controlled drugs, injectable insulin, and needles and syringes for insulin and chemotherapy, payable at 100% of the Blue Cross Blue Shield-approved amount, less the member's copay when obtained from a Preferred Rx network provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.
Rider	RXDAA Prescription Drug Definition of Approved Amount and Copay	5630	Includes a revised definition of approved amount and copay for prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs. This rider is to be added to all groups with prescription drug coverage.

Teachers

Medical Plan Comparison Chart

Service Description	Current Traditional Plan	Community Blue PPO Option 1	
	Free to Choose Any Provider - Plan Pays	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Emergency Medical Care			
Hospital Emergency Room - with an approved diagnosis	100%	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network)	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network)
Urgent Care Center *	MM, 80% after deductible	\$10 Copay	80% after deductible (medically necessary)
Ambulance - (medically necessary)	MM, 80% after deductible	100%	100%
Diagnostic			
Laboratory and Pathology Tests	100%	100%	80% after deductible
Diagnostic Tests and X-rays	100%	100%	80% after deductible
Radiation Therapy	100%	100%	80% after deductible
Maternity Services provided by a physician			
Pre-Natal and Post-Natal Care	MM, 80% after deductible	100%	80% after deductible
Delivery and Nursery Care	100%	100%	80% after deductible
Hospital Care			
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	100%	100%, unlimited days	80% after deductible, unlimited days
Inpatient Consultations	100%	100%	80% after deductible
Chemotherapy	100%	100%	80% after deductible
Alternative to Hospital Care			
Skilled Nursing Care	Paid 2 days of skilled care for each unused day of inpatient hospital care available. Covered at 100% up to 730 days, 90 Mental Health Care.	100%, up to 120 days per calendar year	100%, up to 120 days per calendar year
Hospice Care	100% (limited to the lifetime maximum which is adjusted annually by the state)	100%, limited to a dollar maximum which is adjusted annually by the state	100%, limited to a dollar maximum which is adjusted annually by the state
Home Health Care	Covered 100% subject to BCBSM criteria	100%, unlimited visits	100%, unlimited visits

Medical Plan Comparison Chart

Service Description	Current Traditional Plan	Community Blue PPO Option 1	
	Free to Choose Any Provider - Plan Pays	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Surgical Services			
Surgery, including all related surgical services, anesthesia and surgical assistance	100%	100%	80% after deductible
Voluntary Sterilization	100%	100%	80% after deductible
Human Organ Transplants			
Liver, Heart, Lung, Pancreas and Heart-lung	100%, up to \$1 million maximum per transplant	100%, limited to \$1 million maximum per transplant	80% after deductible, limited to \$1 million maximum per transplant. Designated facilities only.
Bone Marrow	100%	100%	80% after deductible
Kidney, Cornea and Skin	100%	100%	80% after deductible
Mental Health Care and Substance Abuse Treatment			
Inpatient Mental Health	100%, up to 45 days (with 60 day renewal), additional days covered under MM at 75%, after deductible.	80%, unlimited days	80% after deductible, unlimited days
Outpatient Mental Health	100%, up to \$400 maximum per year. Then MM, 75% after deductible.	80%	80% after deductible
Inpatient Substance Abuse	100%, up to 45 days	80%, unlimited days; up to \$15,000 annual, \$30,000 lifetime maximum	80%, unlimited days; up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Substance Abuse	100%, up to the state-dollar amount which is adjusted annually.	80%, subject to state dollar amount adj. annually	80%, subject to state dollar amount adj. annually
Other Services			
Allergy Testing and Therapy	MM, 80% after deductible	100%	80% after deductible
Chiropractic Spinal Manipulation	MM, 80% after deductible	100%	80% after deductible
		Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	100%, up to 60 consecutive days of treatment per condition, then MM at 80% after deductible.	100%	80% after deductible
		Up to 60 visits per calendar year	

Teachers

Medical Plan Comparison Chart

Service Description	Current Traditional Plan	Community Blue PPO Option 1	
	Free to Choose Any Provider - Plan Pays	In-Network Provider - Plan Pays	Out-of Network Provider - Plan Pays
Other Services (continued)			
Durable Medical Equipment	MM, 80% after deductible	100%	100%
Prosthetic and Orthotic Appliances	MM, 80% after deductible	100%	100%
Private Duty Nursing	MM, 50% after deductible	50%	50%
Deductible, Copays and Dollar Maximums			
Deductible	Basic: None. Master Medical: \$150/person \$300/Two person & Family	None	\$250 per member, \$500 family
Copays	Master Medical: 20% after deductible, except as noted. Mental Health: 25% after deductible, except as noted.	Fixed Dollar Copays: \$10 Office Visits and \$50 Emergency Room visits. Percent Copays: 20% for mental health care and 20% substance abuse care. 50% for Private Duty Nursing.	Fixed Dollar Copays: \$50 Emergency Room visits. Percent Copays: 20% for mental health care and 20% substance abuse care. 50% for Private Duty Nursing.
Copay Dollar Maximums	MM - \$1,000 per contract.	Not Applicable	Percent Copay: Up to \$2,000 per member, Up to \$4,000 per family
Dollar Maximums	Basic: None. Master Medical - \$1,000,000 lifetime per member	\$5 million lifetime per member	
Prescription Drug Coverage			
Generic Medications	\$10 copay	\$10 copay	75% after \$10 copay
Brand Name Medications	\$15 copay	\$15 copay	75% after \$10 copay
Mail Order (90-day supply)	\$10 copay generic; \$15 brand name	\$10 copay generic; \$15 brand name	No out of network mail order drug available
Contraceptives	Included	Included	Included
* Each medical plan has a list of participating Urgent Care Centers. Participating Urgent Care Centers will bill services as an office visit. Non-Participating Urgent Care Centers may bill services as a hospital ER visit or an office visit according to established billing practices. Please contact the insurance carriers directly (contact information listed in the Insurance Carrier Contact Information section of the <i>Educated Choices</i> workbook) for a listing of Participating Urgent Care Centers.			

SUMMARY OF FULL-TIME TEACHER BENEFITS

(HIRED BEFORE 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option 1 plan for you and your eligible dependents.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Blue Cross Traditional 1-800-637-2227 www.bcbsm.com	100% funding for the Blue Cross Traditional plan for you and your eligible dependents.	
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option with an incentive of \$1,000 (single), \$1,400 (two-person) and \$1,800 (family).	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
Benefit Schedule:	100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
Benefit Schedule: (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35.00 (<u>medically necessary</u> contacts are those necessary for cataract cases).
Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District Available on a pretax basis	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).

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Short-Term Disability (STD)		
<p>To qualify for STD, the employee must:</p> <ul style="list-style-type: none"> a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. <p>Amount of benefit depends on average unused sick days in prior years of service.</p>	100% funding by the District	Additional STD is not available at this time.
Long-Term Disability (LTD)		
<p>66 2/3% of your Basic Monthly Earnings.</p> <p>Begins after 12 months of illness or injury.</p> <p>Maximum monthly benefit is \$5,000.</p>	100% funding by the District	<p>Additional Long-Term Disability is not available at this time.</p> <p>The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.</p>
Health Care Reimbursement		
<p>May contribute from \$150 to \$2,500 per year.</p>	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
<p>May contribute from \$150 to \$5,000 per year.</p>	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.

SUMMARY OF PART-TIME TEACHER BENEFITS (75%-99% FTE)

(HIRED AFTER 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

IMPORTANT: If you wish to elect medical, dental and/or vision coverage for your dependents by spending pretax dollars, complete your Personal Election Form and return it to the Benefits Coordinator.

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option I plan for employee only. You can purchase dependent coverage by spending pretax dollars.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Blue Cross Traditional 1-800-637-2227 www.bcbsm.com	If you elect the Blue Cross Traditional plan, the difference in cost between the single Community Blue PPO Option I and Blue Cross Traditional plans can be purchased with pretax dollars. You can also purchase dependent coverage by spending pretax dollars.	
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option with an incentive of \$1,000 or elect two person/family dental and vision.	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
<u>Benefit Schedule:</u>	100% funding for employee only; or, if you waive medical coverage, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
<u>Benefit Schedule:</u> (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	100% funding for employee only; or, if you waive medical coverage, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35 (<u>medically necessary</u> contacts are those necessary for cataract cases).

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Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District. Available on a pretax basis.	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District.	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District.	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).
Short-Term Disability (STD)		
To qualify for STD, the employee must: a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. Amount of benefit depends on average unused sick days in prior years of service.	100% funding by the District.	Additional STD is not available at this time.
Long-Term Disability (LTD)		
66 2/3% of your Basic Monthly Earnings. Begins after 12 months of illness or injury. Maximum monthly benefit is \$5,000.	100% funding by the District.	Additional LTD is not available at this time. The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
Health Care Reimbursement		
May contribute from \$150 to \$2,500 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
May contribute from \$150 to \$5,000 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.

SUMMARY OF PART-TIME TEACHER BENEFITS (75%-99% FTE)

(HIRED BEFORE 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

IMPORTANT: If you wish to elect medical, dental and/or vision coverage for your dependents by spending pretax dollars, complete your Personal Election Form and return it to the Benefits Coordinator.

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option I plan for employee only. You can purchase dependent coverage by spending pretax dollars.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Blue Cross Traditional 1-800-637-2227 www.bcbsm.com	100% funding for the Blue Cross Traditional plan for employee only. You can purchase dependent coverage by spending pre-tax dollars.	
Medical Opt-Out	If you are covered by another Group Medical Plan, you must select the Medical Opt-Out option with an incentive of \$1,000 or elect two person/family dental and vision.	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
<u>Benefit Schedule:</u>	100% funding for employee only; or, if you waive medical coverage, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
<u>Benefit Schedule:</u> (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	100% funding for employee only; or, if you waive medical coverage, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35 (<u>medically necessary</u> contacts are those necessary for cataract cases).

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Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District. Available on a pretax basis.	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District.	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District.	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).
Short-Term Disability (STD)		
To qualify for STD, the employee must: a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. Amount of benefit depends on average unused sick days in prior years of service.	100% funding by the District.	Additional STD is not available at this time.
Long-Term Disability (LTD)		
66 2/3% of your Basic Monthly Earnings. Begins after 12 months of illness or injury. Maximum monthly benefit is \$5,000.	100% funding by the District.	Additional LTD is not available at this time. The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
Health Care Reimbursement		
May contribute from \$150 to \$2,500 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
May contribute from \$150 to \$5,000 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.

SUMMARY OF PART-TIME TEACHER BENEFITS (Less than 75%)

(HIRED AFTER 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

IMPORTANT: If you wish to elect medical, dental and/or vision coverage for your dependents by spending pretax dollars, complete your Personal Election Form and return it to the Benefits Coordinator.

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option I plan for employee only. You can purchase dependent coverage by spending pretax dollars.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Blue Cross Traditional 1-800-637-2227 www.bcbsm.com	If you elect the Blue Cross Traditional plan, the difference in cost between the single Blue Cross Traditional and PPO plans can be purchased with pretax dollars. You can purchase dependent coverage by spending pretax dollars.	
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option with an incentive of \$1,000 or elect two person/family dental and vision.	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
<u>Benefit Schedule:</u>	If you waive medical coverage and do not elect the Medical Opt-Out option, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
<u>Benefit Schedule</u> (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	If you waive medical coverage and do not elect the Medical Opt-Out option, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35.00 (<u>medically necessary</u> contacts are those necessary for cataract cases).

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Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District Available on a pretax basis	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).
Short-Term Disability (STD)		
To qualify for STD, the employee must: a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. Amount of benefit depends on average unused sick days in prior years of service.	100% funding by the District	Additional STD is not available at this time.
Long-Term Disability (LTD)		
66 2/3% of your Basic Monthly Earnings. Begins after 12 months of illness or injury. Maximum monthly benefit is \$5,000.	100% funding by the District	Additional LTD is not available at this time. The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
Health Care Reimbursement		
May contribute from \$150 to \$2,500 per year.	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
May contribute from \$150 to \$5,000 per year.	No funding by the District	Deducted pretax from your pay in 20 equal amounts throughout the year.

SUMMARY OF PART-TIME TEACHER BENEFITS (Less than 75%)

(HIRED BEFORE 2/1/00)

Educated Choices Plan Year November 1, 2005 – October 31, 2006

IMPORTANT: If you wish to elect medical, dental and/or vision coverage for your dependents by spending pretax dollars, complete your Personal Election Form and return it to the Benefits Coordinator.

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	100% funding for the Community Blue PPO Option I plan for employee only. You can purchase dependent coverage by spending pretax dollars.	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Blue Cross Traditional 1-800-637-2227 www.bcbsm.com	100% funding for the Blue Cross Traditional plan for employee only. You can purchase dependent coverage by spending pretax dollars.	
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option with an incentive of \$1,000 or elect two person/family dental and vision.	Consider using this amount to fund your Health Care or Dependent Care Reimbursement Account. Duplication of health care benefits is prohibited.
Dental Plan		
<u>Benefit Schedule:</u>	If you waive medical coverage and do not elect the Medical Opt-Out option, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student.
100% Preventive		i.e., cleaning, x-rays
100% Basic		i.e., fillings, root canals
70% Major		i.e., inlays, bridges
60% Orthodontia (Orthodontia lifetime maximum equals \$1,000 per dependent to age 19.)		i.e., treatment for alignment or correction of teeth
\$1,250 Annual Maximum per person		
Vision Plan		
<u>Benefit Schedule:</u> (every 12 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	If you waive medical coverage and do not elect the Medical Opt-Out option, 100% funding for you and your eligible dependents.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement for frames or non-medically necessary contacts is \$35 (<u>medically necessary</u> contacts are those necessary for cataract cases).

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Employee Life Insurance		
Basic amount is \$45,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District. Available on a pretax basis.	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$45,000.	100% funding by the District.	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District.	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).
Short-Term Disability (STD)		
To qualify for STD, the employee must: a) be ill for 5 consecutive days, or more, b) have a sick bank that is depleted, and c) provide the personnel office with a completed Certification of Health Care Provider form. Amount of benefit depends on average unused sick days in prior years of service.	100% funding by the District.	Additional STD is not available at this time.
Long-Term Disability (LTD)		
66 2/3% of your Basic Monthly Earnings. Begins after 12 months of illness or injury. Maximum monthly benefit is \$5,000.	100% funding by the District.	Additional LTD is not available at this time. The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
Health Care Reimbursement		
May contribute from \$150 to \$2,500 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.
Dependent Care Reimbursement		
May contribute from \$150 to \$5,000 per year.	No funding by the District.	Deducted pretax from your pay in 20 equal amounts throughout the year.

FAMILY AND MEDICAL LEAVE ACT PROCEDURES

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

A. Eligible Employees

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

B. Definition of 12 Month Period

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

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

C. Reasons for Leave

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

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

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

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D. Definition of Serious Health Condition

A serious health condition is (1) an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider. (See page 44 for further information about the definition of serious health condition.)

E. Intermittent Leave or Reduced Leave Schedule

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

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

F. Transfer to Temporary Alternative Jobs

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

G. Used of Accrued Leave Days

Bloomfield Hills Schools provides paid leave days and paid vacation days to employees in accordance with the collective bargaining agreement. Employees are required, on commencing the FMLA leave, simultaneously, to take any paid leave for which they are eligible. Once paid leave is exhausted, the employee will be placed on unpaid leave, in accordance with Article XV, Section K (Temporary Disability and Salary Continuation) of the contract. The employee may elect to substitute accrued vacation days for unpaid leave.

If an employee is on leave due to disability or workers' compensation, the leave will be credited against the employee's FMLA leave entitlement. However, an employee is not required to use paid leave while disability and workers' compensation benefits are being received.

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

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

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

I. Certification of a Health Care Provider

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

J. Subsequent Recertification

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

K. Group Health Care Benefits

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

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

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

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

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

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

M. Spouse Employed by Bloomfield Hills Schools

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

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

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

N. Restoration to Position After Leave

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

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

The taking of a leave shall not result in the loss of any employment benefit accrued prior to the date on which leave commenced. However, the employee is not entitled to the accumulation of any seniority or employment benefits during any period of such leave, or to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave, except in accordance with the contract. Article VIII (Seniority), Section E, provides that employees on medical or maternity leaves of absence shall be able to accumulate up to one year of seniority.

In accordance with Article XVII, Leaves of Absence (Non-Compensable), Section 3, the return to work of employees who take up to twelve months of unpaid leave for the birth or adoption of a

child is contingent upon a vacancy being available for which the individual is qualified. There shall be no layoff to provide a vacancy.

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

O. Status and Intention of Employee To Return To Work

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

P. Highly Compensated Employees

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

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

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

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

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

1. Hospital Care: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with or because of such inpatient care. A period of incapacity means an inability to work, attend school or perform other regular daily activities due to the serious health condition; treatment for or recovery from the serious health condition.
2. Absence Plus Treatment by a Health Care Provider: A serious health condition involving continuing treatment by a health care provider includes a period of incapacity of more than three (3) consecutive calendar days, including subsequent treatment or period of incapacity relating to the same condition that also involves:

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- (a) Treatment Two or More Times: by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider. Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include routine physical examinations, eye examinations, or dental examinations.**
- (b) Continuing Treatment: by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. A regimen of continuing treatment includes, for example, a **course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen).** A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- (c) Pregnancy/Prenatal Care: Any period of incapacity due to pregnancy or for prenatal care.
- (d) Chronic Conditions Requiring Treatment: A chronic condition is one which: (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause episodic rather than a continuing period of incapacity (e.g. **asthma, diabetes, epilepsy, etc.**)
- (e) Permanent/Long Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include: **Alzheimer's, a severe stroke, or the terminal stages of a disease.**
- (f) Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or by a provider of health care services under orders of, or on referral by, a health care provider) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention of treatment, such as **cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).**

3. Examples of Conditions that are not Serious Health Conditions: Cosmetic treatments and minor illnesses are not *serious health conditions*. Conditions for which cosmetic treatments are administered (such as most treatments for **acne or plastic surgery**) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, **the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc.**, are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**Professional Development Guidelines
Bloomfield Hills Public Schools**

According to the Michigan Department of Education, a quality acceptable professional development activity is a planned and purposeful activity that is directly related to one's teaching assignment and is specifically designed to enhance the teacher's capacity to meet and support the learning and developmental needs of all students. Each school year teachers will participate in twelve (12) hours of professional development which will be outside of normal school hours or days.

Guidelines

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

A. For departmental or grade level projects, the pre-approved activity must be connected to:

- Classroom instruction or one's core role if not a classroom teacher.
- Anticipated student learning outcome in accord with District goals and standards.
- Either current District/school initiatives or an approved new activity.

B. Approved conference or workshops on non-school hours or days may include:

- Professional development activities at the intermediate school district.
- Educational conferences at the state or national level (those days which are on non-scheduled school days).
- District-sponsored in-service conducted after school or on non-school days.
- Off-site workshops/conferences on relevant and aligned topics.

C. Approved time spend serving on District, department, or school committees (outside the normal school day) relating to professional development, qualifying for NCA accreditation, or curriculum development.

D. Approved time spent in classes or with mentors directly related to the District's Excellence In Teaching (EIT) Program.

E. General Rules:

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

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

- If a BHEA staff member is attending a district-paid conference that offers sessions on a Saturday or Sunday. Time spent in attendance at the Saturday or Sunday sessions may be counted toward the professional development time. (Note: The building administrator must approve attendance at the Saturday or Sunday session in advance.)
- If a staff member attends a district-paid conference during a school recess period (i.e., summer recess) at the suggestion of his/her administrator, the conference may be counted toward professional development time provided the staff member is not being compensated for his/her time spent in attending the conference.
- Article 13(k) of the BHEA contract provides for one annual in-service day for each teacher with \$75 per teacher per year for conference expenses. A staff member may use the \$75 to fulfill his/her professional development requirement outside of the school day. (Note: A staff member can also request his/her \$75 for a conference during the school day, but attendance at this conference cannot be used to fulfill the outside-of-the-school day professional development requirement.

Revised 8/85

Code of Ethics of the Education Profession

(As adopted by the Representative Assembly of the National Education Association, July 1975)

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

Preamble

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

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

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

Principle I—Commitment to the student

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II—Commitment to the profession

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

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Code of Ethics of the Education Profession

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

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

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

APPENDIX H

The Bloomfield Hills School District and the Bloomfield Hills Education Association agree that should the Bloomfield Hills Education Association and/or the Michigan Education Association adopt a formula for the collection of dues to the Bloomfield Hills Education Association through a percentage dues procedure, the parties shall re-open Article 6, Agency Shop, and bargain those modifications or revising required by the Bloomfield Hills Education Association to implement the change in dues formula. Negotiations will be initiated within thirty (30) days of receipt of a written request from the Bloomfield Hills Education Association to the Bloomfield Hills School District that it is requesting bargaining to commence.

Cristina Barndt

For the Board

Catherine A. King

For the Bloomfield Hills Education Association

8/8/06

Date

2/8/2006

Date

**LETTER OF UNDERSTANDING
BETWEEN THE
BLOOMFIELD HILLS EDUCATION ASSOCIATION
AND THE
BOARD OF EDUCATION OF THE
BLOOMFIELD HILLS SCHOOLS**

WHEREAS the parties have entered into negotiations following the ratification of the contract for the 2005/2006 through 2007/2008 school years to address the issue of no cost solutions to the issue of class size; and

WHEREAS the parties having reached consensus on the issue;

NOW THEREFORE the parties agree to the following terms and conditions setting forth the agreement reached:

1. The solutions sought should consider the welfare of the students as well as the teachers, and realize that it is in the best interest of students and teachers to share the responsibility of special needs students by all. To achieve these goals the following understandings are to be in place.
2. The parties will establish two (2) joint committees, the student assignment team and the class size standards team, comprised of up to eight (8) representatives from each party.
3. The committees will serve as an advisory to the current contractual provisions on class size.
4. Special needs students should be distributed equitably considering the interests of both students and teachers.
5. The solutions to be formulated are to be at no cost to the District.
6. The committees may consider the redeployment of existing human resources and the development of new student courses and programs.
7. Both the student assignment team and study committee will report their recommendations to the bargaining teams for approval prior to:
 - May 2006 for the student assignment team
 - June 2007 for the study committee
8. The committees will be established no later than November 1, 2005.

APPENDIX J

PART-TIME BHEA STAFF – PROFESSIONAL DEVELOPMENT **(On 6 half days when part-time staff must not be scheduled to work)**

1. Advise the potential part time staff so that they know all the conditions of their employment.
2. Six (6) additional days are funded by the Dstrict, not from building budgets.
3. Memo will go out to outline proper procedure for payment to all teachers and administrators to indicate there is no question that these days are payable and define half days.
4. Full time and part time teachers who return for paid service after contractual hours will be paid the curriculum rate.
5. Part time teachers will be paid \$25/hour for the six half days of professional development.

APPENDIX K

Additional Consideration for NCLB/HQ for 2005/06 School Year

1. Through Staff Development, PD opportunities will be created to assist teachers in becoming HQ.
2. Joint BHEA/Board mandatory information meeting for teachers not meeting HQ requirements (that includes not being endorsed for what currently teaching) to inform them of what the requirements are and what they need to do.
3. By June 30th of this year, teachers who are not HQ will develop a plan with a timeline and submit that plan in writing to Personnel Office with a firm commitment to complete the plan.
4. Teachers who do not have a plan and timeline to become HQ will be transferred to HQ positions as they become available.
5. Teachers who will be HQ by September 1, 2006 but not by June 30, 2006 will be allowed to stay in current position as long as they have a firm commitment to complete their HQ requirements between June 30th and September 1st. Written plan submitted to Assistant Superintendent for Personnel.

APPENDIX L IS PROVIDED FOR
INFORMATION PURPOSES ONLY:

THESE DOCUMENTS
ARE NOT PART OF THE
CONTRACT



MEMO

To: Part time Staff
From: Christine Barnett
Shelly Holliday
RE: Instructional Calendar

In the recently settled BHEA contract, several changes were made to the Instructional Calendar. The calendars for the next three school years contain six (6) half days and several full days specifically for Professional Development.

This change brought forth several questions and concerns regarding the options that would be available for less than full time staff members. This memo is to clarify their options, should they attend the meetings.

If a teacher, who is not scheduled to work on the day or time of the scheduled Professional Development activity, attends the meeting they can elect to:

- a) Have their attendance reflected in KALPA as "Professional Development done on their own time"; OR
- b) Staff can be compensated at a rate of \$25.00 per hour for a period of 3 hours (half day) or 6 hours (full day)

If the teacher elects to be paid for their attendance at the Professional Development activity, the time must be submitted on a Supplemental Payroll Request form. The description area of the form should state:

Professional Development Activity – Unscheduled Time
Date of Professional Development
HED 269

(This will flag the Payroll Department that the rate should be \$25.00)

The staff members' name and hours would be listed in the body of the form. Multiple staff members can be listed on the same form.

Appendix L-2

Also, because the District agreed that this would not reduce the individual schools budget, the account numbers should be listed as follows:

101. (school #). 111. 0000. 1970 Elementary
101. (school #). 112. 0000. 1970 Middle School
101. (school #). 113. 0000. 1970 High School

Full and part time teachers who are authorized to perform curriculum and related activities beyond the regular school day will continue to be paid the curriculum rate of \$23.00 per hour.

Should you have any questions regarding this procedure, please contact Shelly Holliday at 5432.

Cc: K-12 Principals
C. King
S. Amberg
K-12 Secretaries

COURSE SYLLABUS

To: BHEA Staff at the District High Schools

From: Cathy King, BHEA President
Steven J. Amberg, Executive Director

RE: Course Syllabus

As you know, the collective bargaining agreement has and continues to provide that teaching staff shall be "...available to students before and after school on a need basis..." Article 13 (D) (1) (b), p. 23; and "...will be available immediately before and after school in their classroom to assist students." Article 13 (g) p. 26. Under the current calendar, step time has been removed from the school week.

In acknowledgement of our continuing professional obligations to the students we teach, the parties have agreed the high school staffs shall provide notification to their students of the times they are available to assist students. Teacher shall provide in their course syllabus a statement of the day(s) of the week, time period (before or after school or during your lunch period) and location you will be available to assist students. The times available should be of sufficient duration to provide the assistance required, for example to make-up or retake an examination. Should one of the periods be during your lunch, a period before or after school should be made available for those students not able to see you during the lunch period.

Should you have any questions or concerns, please contact us.

BEGINNING OF SCHOOL YEAR MEETINGS

Dear Principals,

In order that teachers have an optimal amount of time during the first two teacher work days of the new school year, it is important (and even more so for buildings involved in packing/unpacking activities) that, in the event you conduct a staff meeting, your agenda include only those items essential to a successful beginning of the school year. Please limit your meeting to no more than two hours in total.

Very truly yours,

Don Hillman

c: Cathy King
BHEA

ARP PLANNING SCHEDULE

In keeping with the spirit of the Collective Bargaining Agreement, please ensure that all ARP classroom teachers are receiving 5-5 ½ hours (elementary), equivalent of one preparation period per day as per the Collective Bargaining Agreement (middle and high school) of planning time.

The complexity of the ARP classrooms should be considered early when creating the planning schedule.

Because of the complexity, it is understood that principals may need to use a variety of creative methods to provide planning time.

The following may be used but should not be considered the only methods to cover planning time for ARP teachers.

Utilizing creative arts/elective teachers (classes). If you re unable to provide the required planning time using the above method, the following methods should be considered:

1. Using substitute teachers to provide planning time on a scheduled weekly, bi-weekly, or monthly basis.
2. A combination of the above mentioned methods.

If any further clarification is required, please don't hesitate to contact me.

Very truly yours,

Carolyn Packard

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