



EASTPOINTE
COMMUNITY SCHOOLS

Collective Bargaining Agreement

Eastpointe Federation of Educators
and
Eastpointe Board of Education

August 25, 2021-August 24, 2024

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SECTION A

Teachers

ARTICLE I

1. PURPOSE & SCOPE

- 1.1. This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 24, 2024.
- 1.2. Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.
- 1.3. While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties. The board shall not negotiate those subjects listed as prohibited subjects of bargaining in section 15 of the Public Employment Relations Act as it is constituted as of August 25, 2021.
- 1.4. This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.
- 1.5. This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.
- 1.6. This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.
- 1.7. The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.
- 1.8. This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the

Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

- 1.8.1. In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.
- 1.9. During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.
- 1.10. Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.
 - 1.10.1. The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.
 - 1.10.2. Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.
 - 1.10.3. The Board shall seek out and hire a certified integrated Staff reflective of all races.

ARTICLE II

2. RECOGNITION AND UNION RIGHTS

- 2.1. Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph whose employment is regulated by the Michigan Teacher Tenure act, as amended, and "support staff" shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.
- 2.2. No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.
- 2.3. The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.
- 2.4. Further, the employer shall notify the Union of any changes in the above.
- 2.5. Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.
- 2.6. The Board shall provide to the Union, upon request, any and all information as required by law.

- 2.7. Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary. Union should pay district MPSERS for number of days union business.
- 2.8. Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.
 - 2.8.1. Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.
- 2.9. Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.
- 2.10. Conference days: The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.
 - 2.10.1. The Union President shall be released half time to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.
 - 2.10.2. If the Union President is from the secondary level, they shall be assigned two (2) teaching periods and one (1) preparation assignment. They shall be released for three (3) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned one-half day and shall be released one-half day exclusive of lunch.
 - 2.10.3. The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.
- 2.11. The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining

Agreement amendments and supplements, Union literature; and professional literature.

- 2.11.1. Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.
- 2.11.2. The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.
- 2.12. The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.
 - 2.12.1. Material detrimental to the employer and employee relationship shall not be placed in mailboxes.
 - 2.12.2. A copy of material for general distribution shall be given to the building principal and Superintendent.
 - 2.12.3. All material placed in the mail boxes shall contain on it the identity of the sender.
 - 2.12.4. The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.
- 2.13. Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.
 - 2.13.1. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.
 - 2.13.2. The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

ARTICLE III

3. INDIVIDUAL SECURITY AND WORKING CONDITIONS

- 3.1. Each bargaining unit member shall have the right to review the contents of their personnel file; they shall have the right to have a union representative accompany them in such review. All such reviews shall be made in the presence of the Superintendent or their designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A bargaining unit member shall be permitted to reproduce any material in their file which is not confidential.
- 3.2. In an attempt to relieve teachers of clerical and non-teaching duties relating to their teaching assignment, ten (10) hours of support for copying and similar work per week will be provided one four building for the use of the teaching staff.
- 3.3. Teaching Vacancies:
 - 3.3.1. Teaching vacancies which occur after staffing will be posted online and available for Union Members for ten (10) days.
 - 3.3.2. Vacancies or new positions which occur after the opening of school will be posted for a period of five (5) business days. Any position vacated by transfer of a previously staffed position, after the opening of school, will not be posted. Postings of newly created positions will not be generated after the fourth fall count day. Vacancies for the secondary level known prior to the beginning of the second semester will be posted.

 - 3.3.3. Voluntary and involuntary transfers may be employed so as to eliminate the need for a new hire in filling a vacancy.
 - 3.3.4. Teaching vacancies, of one period or less, which may occur during the course of the school year, i.e. special class offering during the normal school day, will be posted in the building, for a period of at least five school days.
 - 3.3.5. If it becomes necessary, due to scheduling students, to begin a class offering prior to the timelines in the posting procedure then a substitute teacher will be hired until an applicant is hired.

****This section represent prohibited subjects. It is recommended as consertive efforts.***

- 3.4. *Instructional Considerations; with regard to Section 3.5 through 3.5.15, the Board shall make a concerted effort with consideration of the following:*
- 3.4.1. *To assign no more students to a classroom than there are student work stations.*
 - 3.4.2. *Placement of students shall be entrusted to the integrity and judgment of the professional staff of each building, who shall assess the total ability of the pupils. In reaching such a determination, the involved professional staff of the building shall take into consideration the reading ability of the students.*
 - 3.4.3. *To assign no more than one hundred (100) English students per secondary English teacher per day.*
 - 3.4.4. *Class size: Grades 6-12 The Board of Education shall make a concerted effort to make the minimum standards set by the North Central Accrediting Association for teacher/pupil ratio.*
 - 3.4.5. *In the secondary schools, to assign not to exceed three (3) different subject preparations per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.*
 - 3.4.6. *To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields.*
 - 3.4.7. *To provide adequate office space, adequate space for special service, confidential phone facilities, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards.*
 - 3.4.8. *To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.*
 - 3.4.9. *To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of art. Art shall be offered at the middle school level.*
 - 3.4.10. *To provide students showing unusual interest and ability an opportunity to elect additional courses.*
 - 3.4.11. *To assign an elementary special teacher not more than twenty-six (26) sections.*

- 3.4.12. *To not assign High School teachers a B-lunch for two consecutive years without the teacher's request or approval.*
- 3.4.13. *To give priority to applicants for the position of counselor with at least five (5) years teaching experience.*
- 3.4.14. *Administration shall ensure that all elementary classrooms are covered with a substitute teacher before substitutes are placed in special subject classes.*

3.5. Teacher Leadership and Collaborative Decision Making:

- 3.5.1. Teachers may make recommendations relative to grading and evaluation methods to the Superintendent or their designee who shall consider these recommendations.
- 3.5.2. A standing committee consisting of teachers from various levels and the administration but whose majority shall be teachers, shall continue to function for the purpose of improving the total educational program. The committee may establish and appoint subcommittees.
- 3.5.3. Teachers shall participate in changes or additions in curriculum, instructional materials, instruction or textbooks and shall have representation on all committees involving these areas. When district wide committees are called in these areas, teacher participants will be appointed by the Union President. Suggestions may be offered by appropriate administrator(s).
- 3.5.4. The Federation President will appoint a teacher representative from the elementary, middle school and secondary level to serve on the Student Code Committee.

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- 3.6. Attendance at conferences, workshops, and conventions is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings. The Board will attempt to make available via communication protocols and post in all buildings a list of all educational conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers' attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.

- 3.7. The Union agrees to reimburse the School District for the use of expendable materials used by the Union.
- 3.8. Personnel Directory: It is the responsibility of the bargaining unit member to keep the school district informed of their current mailing address and other pertinent information. Such information shall remain confidential unless otherwise authorized by the bargaining unit member. A teacher's name, address and phone number shall be published in the personnel directory unless the teacher indicates on the school directory card that their address and/or phone number shall be withheld. The personnel directory shall be published and distributed annually in the Fall.
- 3.9. A teacher, with their consent, may be assigned a duty during their preparation period and/or during their lunch period.
- 3.10. Unless a teacher is negligent, they shall not be held liable by the Board for property loss or damages.
- 3.11. Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.
- 3.12. Teachers in a school may make written evaluations of their principal and/or assistant principal(s). Such evaluations shall be identified as to the evaluator and shall be sent directly to the Superintendent of Schools by the person making the evaluation.
- 3.13. The counselors' year shall contain fifteen (15) working days more than the normal teachers. The student counselor ratio shall be 450/1.
- 3.14. Grades kindergarten through five, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.
- 3.15. The elementary specials' schedule shall be constructed by a committee of two (2) special teachers selected by the Union President and two administrators selected by the Superintendent. Once completed, it shall be implemented as developed in all schools. Should conditions change such that a permanent deviation is necessary, approval by the committee is required.
- 3.16. The Board of Education will attempt to employ substitute teachers with training and/or experience in special education. To this end, selected substitutes may be required to receive appropriate in-service training in all aspects of Eastpointe special education classrooms.

- 3.17. Children in elementary Special Education classes shall attend existing special classes unless not deemed appropriate by IEPT.
 - 3.17.1. Children in other Special Education classes shall attend existing art, music, library and physical educational classes unless not deemed appropriate by IEPT.
- 3.18. The normal weekly teaching load for all teachers will not exceed twenty-five (25) pupil contact teaching hours.
 - 3.18.1. Teachers shall have a daily duty-free lunch period.
 - 3.18.2. Middle school teachers shall have a daily duty-free lunch period within the established guidelines of the middle school day.
 - 3.18.3. Elementary teachers shall have a 30-minute daily duty-free lunch period.
- 3.19. Preparation Assignments:
 - 3.19.1. High School teachers shall have a daily duty-free preparation assignment equivalent to a normal class period.
 - 3.19.2. Middle school teachers shall have a daily duty-free preparation period equivalent to a normal class period. In addition, team planning periods will be scheduled within the guidelines of the middle school day.
 - 3.19.3. Elementary teachers may use a minimum of fifty (50) minutes a day as duty free preparation assignment during which their classes are scheduled for special classes including but not limited to art, music, physical education or library.
- 3.20. All teachers report for work, at their classroom, ten (10) minutes before their first assignment. All teachers are to remain in their building five (5) minutes after the close of the student day.
 - 3.20.1. No more than four (4) consecutive periods will be assigned a secondary teacher without his/her consent.
- 3.21. The maximum class size in Eastpointe Community Schools shall be as follows:
 - K-1.....25

2.....28

3-4-5.....30

Split22

3-5.....25

3.22. Special Education classes shall meet the standards prescribed by state law. Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes. Elementary teachers in grades kindergarten through five, excluding the areas of art, music, physical education, library and band, shall not be assigned to teach more than one grade in a school year. No teacher in the elementary schools shall be required to assume the duty of teaching a split grade class without his/her consent. If no teacher accepts the split class, then the building administrator may select a teacher to teach the split class.

3.22.1. Should any classes exceed these limits after the fall student membership count, the prescribed limits will be met by means of the following:

(a) Transfer of student(s) to other section(s).

(b) If class overage is still present and limited to one (1) student, allocation of \$50.00 for purchasing of instructional materials by the teacher, with approval of building principal.

(c.) If class overage is more than one (1) student, payment of \$15.00 per student overage, per week, to the teacher, with payment made semiannually.

3.23. See 2.35 Teacher Leadership

3.24 The EFE recognizes and endorses the fact that it is the professional responsibility of all teachers to participate in the annual evening open house and/or evening parent/teacher conference nights, not to exceed two (2) evening activities per school year in the secondary and three (3) evening activities per year in elementary. Early dismissal will be scheduled the day of the evening activity in the elementary.

3.24.1 Teachers unable to attend the evening activities will lose one-half (1/2) day, per occasion, from their annual personal leave day accrual.

- 3.24.2 Teachers unable to attend an evening activity will advise their building principal at least 24 hours before the scheduled activity. Teachers not attending a parent/teacher conference night will contact all parents who have requested a conference during the conference evening.
- 3.25 All teachers will develop lesson plans for their classes and have them available for review by their building administrator.
- 3.26 A teacher assaulted by a student shall be notified of the district's policies with regard to student assault.
 - 3.26.1 If the principal is informed of a serious threat to do harm against a teacher, and the principal believes it may be carried out, the principal will inform the teacher of the situation and the results of any investigation.
 - 3.26.2 The teacher may be a witness at a board level hearing regarding the alleged assault or threat.

ARTICLE IV

4. GRIEVANCES

- 4.1 The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to discuss an alleged grievance with any appropriate member of the administration.
- 4.2 A "grievance" is defined to be any difference that may arise between the parties hereto as to:
- 4.2.1 Any matter relative to pay, hours of employment and other conditions of employment;
 - 4.2.2 Any matter or disagreement regarding the application or interpretation of this agreement.
 - 4.2.3 Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.
- 4.3 The Board retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this agreement. The Board retains all rights not in conflict with this agreement.
- 4.4 The number of days indicated at each step should be considered as suggested maximum guidelines and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.
- 4.4.1 **STEP ONE**
- If a Bargaining unit member or the Union has a complaint, it shall be addressed in one of the following ways;
 - a. The bargaining unit member may discuss it with the immediate supervisor individually;
 - b. The bargaining unit member may discuss it together with the Union representative and the immediate supervisor;
 - c. The bargaining unit member may discuss it with the immediate supervisor through the Union representative.

If the Union is not satisfied with the results of such discussion, the complaint shall be reduced to writing within fifteen (15) days of the alleged occurrence of the complaint at which point it shall become a grievance. The supervisor shall provide a written disposition within three (3) days from the receipt of the written grievance.

4.4.2 STEP TWO

In the event the Union is not satisfied with the disposition of Step 1, the Union President or their designee, may appeal to the Superintendent within five (5) days after receipt of the disposition of the supervisor.

The Superintendent shall meet and confer on the grievance with the Union President within six (6) days after receipt of the appeal. A written disposition shall be issued by the Superintendent within five (5) days after the conference.

4.4.3 STEP THREE

- a. The Union may, within ten (10) days after receipt of the written reply of the Superintendent, request arbitration by written notice to the Superintendent. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Union within thirty (30) calendar days after written notice has been given to the Superintendent. If the parties fail to mutually agree as to the arbitrator, an arbitrator shall be selected in accordance with the procedures established by the American Arbitration Association (AAA).
- b. The decision of the arbitrator shall be final and binding on the parties. Guidelines for the proceedings shall be within the parameters established by AAA labor arbitration rules.
- c. Fees and expenses for the arbitrator only shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

4.5 Failure of the administration at any step of the grievance procedure to render its disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.

4.5.1 Failure of the Union to process its claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the Union with the disposition of the grievance by the Board at any previous step.

4.6 The following matters shall not be the basis of any grievance:

- 4.6.1 Termination of services or failure to re-employ by the Board of any probationary teacher.
 - 4.6.2 Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law or by regulation including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A. (15.1971, etc.);
 - 4.6.3 Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring were followed.
 - 4.6.4 Prohibited subjects of bargaining under state law.
- 4.7. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

ARTICLE V

5.SALARY

- 5.1. The base salary schedule for 2021-2024 school year is as set forth in Appendix A.
- 5.2. The first eighteen (18) semester hours of the twenty (20) semester hours of post-graduate work must satisfy or must have satisfied the requirements of the State Board of Education for professional teacher's certification to be counted in the twenty (20) semester hours; and the other (2) semester hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate). The work beyond the Master's degree must be of graduate character in the field of education taken in an accredited institution of higher education.
- 5.3. Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the Administrative Services by October 14 or March 14.
 - 5.3.1 Undergraduate work, approved in advance by the Superintendent shall be credited on the salary schedule.

- 5.4. **Hourly Rate:** A regular teacher shall be paid \$25.00 an hour for substituting. In mutually agreed total or partial school programs necessitating rearrangement of students with the faculty intact (meaning that no teacher has left the school district), no additional compensation shall be paid.
- 5.5 **Outside Credit:** At the time of initial employment, up to five (5) years outside credit may be given for fully certified teaching experience outside the School District of Eastpointe.
- 5.6 Fully certificated teachers in vocational education may receive salary credit up to five (5) years for work experience in the occupational area of their endorsement.
- 5.7 After School Duties-A teacher not covered by a supplemental contract shall be paid \$25.00 per hour if assigned for participation in or sponsoring of an approved activity after the normal school day where there is an admission fee charged.
- 5.8 Bargaining unit members will be paid on 24 bimonthly pays on the 10th and 25th of the month unless they have a terminating contract which calls for fewer pays. If the regularly scheduled pay falls on a holiday or weekend day, the payday will be on the day before the pay day will be on the day before the weekend or holiday period.
- 5.9 Vocational teachers involved in vocational programs which have a cooperative component will be employed for a minimum of ten (10) days beyond the normal school year. Additional days of employment will be paid at the teacher's daily rate.
- 5.10 Supplemental contracts shall be listed and calculated in accordance with Appendix F.
- 5.11 Supplemental activities shall be listed and calculated in accordance with Appendix G.
- 5.11.1 Supplemental contracts will be awarded on the basis of qualifications and experience with the sport or activity. Bargaining unit members will be given preference when qualifications and experience are similar.
- 5.11.2 In the event a non-bargaining unit member is selected over a bargaining unit member, the bargaining unit member shall have the right to appeal. Appeals will be made to a standing committee composed of two (2) administrators and two (2) bargaining unit member coaches. The decision of this committee will be final. A tie vote will result in a final decision being negotiated by the EFE President and the Superintendent.
- 5.11.3. Teachers granted supplemental contracts shall not gain tenure in that assignment. Supplemental Contracts positions are annual appointments. All supplemental coaches shall receive an annual evaluation of their performance. A

mid-season evaluation may be given if a supplemental contract is in danger of non-renewal. Failure to renew shall be based upon the results of the evaluation. Failure to renew a supplemental assignment may be appealed to the standing committee on athletic hiring mentioned in this section.

- 5.11.4. Supplemental contracts issued to non-bargaining unit members shall be reposted annually for two successive seasons. If no bargaining unit members apply, said supplemental shall not be re-posted except in accordance with established policy.
- 5.11.5. Supplemental contracts for persons entering the field of coaching shall be based on the step level and salary lane according to actual years of paid coaching experience in that sport. No more than one (1) year of coaching experience may be earned in any one school year.
- 5.11.6. In the event that athletic programs must be consolidated, the coaching positions for each team shall be posted as a new position in accordance with the provisions of this contract.
- 5.11.7. All physical education teachers are encouraged to coach at least one (1) sport each school year.
- 5.12 Teachers receiving year-round supplemental, as cited in Appendix F, shall be paid proportionately throughout the school year unless otherwise noted.
 - 5.12.1 Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.
- 5.13 A permanent advisory committee for equal opportunity in athletics will be established to review the formula factors and their application, to make recommendations for change, retroactive to the current contract year. This joint committee shall consist of three (3) members of the Bargaining Unit, two (2) of whom are holders of athletic supplemental contracts, and three (3) administrators. The bargaining unit members will be appointed by the Union President annually. In the event the Athletic Director or a coach feels there is a cause for a change, they may request, in writing, a review of the change. This request shall be filed with the Athletic Director by May 1. The committee will review all requests and forward its recommendation to the Superintendent and Federation President.
- 5.14 All currently employed teachers shall receive military experience credit for honorable service on active duty in the Armed Forces of the United States. This credit will be granted retroactively for all bargaining unit members who held a

- teaching certificate at the time of such service. The maximum allowance for such experience on the salary schedule shall be two (2) years.
- 5.15 Experience on the salary schedule, not to exceed two (2) years, may be granted to all teachers for service with VISTA or The Peace Corps. Bargaining unit members must have held a teacher's certificate at the time of such service.
- 5.16 A teacher who is in the Armed Forces Reserve or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School District when they are on full time active duty during the normal school year (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in the case of an emergency approved by the Board, who may extend the time.
- 5.17 Travel reimbursement will be paid to those members of the bargaining unit as follows:
- A. When driving to a District-approved event outside of the district, at the IRS mileage rate to be calculated from the bargaining unit member's residence or District building from which the bargaining unit member travels to or from the event, whichever is closer, where the bargaining unit member travels directly to or from his/her residence.
 - B. For members assigned to two buildings within the district during their daily assignment a yearly stipend of \$200 will be paid to members at the conclusion of the school year.
- 5.18 A severance payment will be paid to bargaining unit members for each year of service in the district provided the member is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be \$400 for each year of service. **Paraprofessionals are not eligible for severance payments.**
- 5.19 Teachers must mentor for a full year to receive the full mentor stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis.
- 5.20 Teachers will be allowed to provide input for the selection of the Department Leader. A Department Leader will be compensated for service at the rate of \$5,000 per year which includes three (3) additional days of service.
- 5.20.1. The District will provide a written job description for the Department Leader. To be eligible to be a Department Leader, the teacher must have a satisfactory evaluation as a teacher and, if applicable, as a Department Leader.

- 5.21 The High School Assessment Leader will be compensated at the rate of at the rate of \$2000. Additionally, the Teacher will be provided one (1) hour of release time per day to carry out duties and responsibilities as Assessment Leader.
- 5.21.1 The District will provide a written job description for the Assessment Leader. The Assessment Leader shall be evaluated each school year by the principal. In the event of an unsatisfactory evaluation, the Assessment Leader may be removed from the position.
- 5.21.2. During official state testing window the Assessment Leader will be released from all class responsibilities by being provided with a substitute teacher.
- 5.21.3. The Assessment Leader will be paid on the contracted per diem basis if required to report to work during a vacation period.
- 5.22 Beginning with 2023-24 school year, employees eligible for step movement on the salary schedule will not in fact move if the District projects that its fund balance is less than eleven percent (11%) for the previous school year as reflected in the District's June budget resolution. If such projection is confirmed in the District's audit completed and received by the District in November, then no step movement will in fact occur; if such audit shows that the district fund balance is eleven percent (11%) or more, then step movement will in fact occur for that school year, retroactive to the beginning of the school year.
- "Fund balance" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district.
- It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.
- 5.23 Eligible employees shall not advance on the salary schedule or receive other negotiated salary increases if they received a year-end evaluation rating of Ineffective on their most recent year-end evaluation.

ARTICLE VI

6. INSURANCE

- 6.1 The Board shall pay the premium for health care coverage for the teacher who is head of household and his/her family, or the teacher not covered by a comparable hospitalization plan through his/her spouse. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended period is due to illness of the employee or sabbatical leave.
- 6.1.1 The Board of Education will provide a voluntary flexible benefit option to all employees.
- 6.1.2 The selection of the carrier shall be by the Board of Education with prior consultation with the Federation.
- 6.2 **Option 1:** Employee chooses to accept district health care coverage. See Appendix B for Terms.
- 6.3 **OPTION 2 (Opt Out):** Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month). This is available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance. OPTION 2 is not available to an employee and his/her spouse, both of whom are employed in the district. Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.
- 6.4 **Optical Coverage:** The Board shall provide each teacher with optical insurance as indicated in Appendix C.
- 6.5 **Life Insurance:** The Board shall provide each bargaining unit member with \$35,000 group term life insurance with double indemnity and a \$2,000 Dependent Basic Term Life Insurance policy.
- 6.6 **Annuities**
- 6.6.1 The Board shall provide for each bargaining unit member payroll deductions to purchase tax shelter annuities.
- 6.6.2 Carriers will be limited to those having ten (10) or more bargaining unit member subscribers and providing direct billing to the district.
- 6.6.3 Deductions will be taken each pay period totaling 24 pays per year.
- 6.7 **Dental Insurance:**

- 6.7.1 See Appendix D for coverage schedule.
- 6.7.2 If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the member's uninsured health care reimbursement account (UHCRA).

ARTICLE VII

7. LEAVE DAYS

7.1. Eleven (11) sick leave days shall be granted to a teacher for each year of this contract. Sick leave days may be used for the following purposes (including mandated quarantine).

7.1.1 Personal injury or illness

(a) In cases where a pattern of absences has been established, a doctor's statement certifying illness or injury may be required.

(c) If illness is of a serious or contagious nature, a certificate from their physician certifying recovery shall be required.

7.1.2 Serious illness or serious injury of a member of the bargaining unit member's immediate family for a period not to exceed three working days. Spouse, child, parent, grand-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and a relative living and making their home in the teacher's household shall be included in the teacher's "immediate family".

7.1.3 Personal Business Days- Two (2) days of the eleven (11) days of sick allowance provided to teachers in any one year will be allowed in any one year for "personal business", providing it does not fall on a day immediately proceeding or following a holiday or vacation period.

- a. Personal business days shall not be used to extend a vacation period, holiday, and/or to seek outside employment, absent the express permission of the Human Resources Office.
 - b. The teacher must receive permission from the administrator at least two days prior to a personal business day, and shall not be granted on a Monday or Friday unless the matter of personal cannot reasonably be moved to another day.
 - c. The leave days will be advanced as follows: six leave days in September and five additional leave days in the beginning of the second semester, however, they are earned at a rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, he/she will be deducted pay for the unearned days.
- 7.2 Any unused leave days from each year shall be added to the accumulated sick leave allowance.
- 7.3 Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such bargaining unit member shall not accrue any more days unless working. All absences will be charged to the bargaining unit member's annual "leave allowance", unless such absences exceed eleven (11) days per year at which time they will be charged to the "accumulated sick leave allowance".
- 7.4 Recognizing that Professional Development Days (full or half day increments) are required by the State of Michigan, designated PD days are mandatory for bargaining unit members to attend except in the event of serious illness confirmed by written verification of a medical doctor; failure to have such written verification shall result in the day being unpaid (i.e., a docked day). Failure to do so will subject a bargaining unit member to progressive discipline as applicable by the provisions of this agreement.
- 7.5 Bargaining unit members will be paid one half of their daily rate of pay for each day accumulated in excess of 150 but not used. Payments will be made by July 31st.
- 7.6 In the event of death, accumulated sick leave allowance beyond one hundred fifty (150) days as described in Section 7.6 shall be paid at one-half of the bargaining unit member's current daily salary to the bargaining unit member's estate or beneficiary.
- 7.7 In the event of the death or retirement of a bargaining unit member, accumulated sick leave allowance not accounted for under 7.5 shall be contributed to the sick bank.

- 7.8 Sick leave allowance shall not accrue, be used or granted for additional service such as Adult Education, Summer School, Election Duty, and supplemental assignments. If a bargaining unit member's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of Michigan Laws relating to retirement systems for public school employees, or Federal Social Security Retirement Laws, all accumulated sick leave allowance shall be forfeited. In the event a bargaining unit member resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.
- 7.9 In the case of absence, members of the bargaining unit shall report their absence by means of the District time management system. Failure to give proper notice when a substitute has been placed on duty shall result in the deduction of the daily cost of the substitute from the bargaining unit member's wages.
- 7.10 The Board shall have sick leave accumulation printed on paystubs for each bargaining unit member.
- 7.11 Upon recommendation of the Superintendent, the Board may, at its expense, require a bargaining unit member to submit to a physical or mental examination by an appropriate specialist to determine if sick leave is warranted.
- 7.12 Sick Bank:
- 7.12.1 A sick leave bank shall be established.
- 7.12.2. All members of the Bargaining Unit who have completed one year of employment with the Board may participate in the sick bank.
- 7.12.3. Each participating bargaining unit member shall contribute one day of his/her sick leave days in the first month of eligibility and thereafter, bargaining unit members having more than four days accumulated sick leave shall contribute one day each time the bank is depleted.
- 7.12.4 An employee will not be eligible for withdrawal of days from the sick bank until he/she has been ill at least fifteen (15) continuous work days. Job sharers/part time members must have five 15 half days accrued in their personal sick bank and have been sick for at least 15 continuous work days.
- 7.13 Withdrawal from the sick bank shall be as follows:
- 7.13.1 Days 16-35 gets 100% of daily rate from sick bank and benefits with same employee contribution for benefits as prior to entry on sick bank.

- 7.13.2 Days 36-180 gets 66.66% of daily rate from sick bank, and employee may supplement 33.34% from own sick bank; benefits with same employee contribution for benefits as prior to entry on sick bank.
- 7.13.3 After a 250-calendar day elimination period, if the employee remains unable to return to work, the employee may apply for District-paid Long-term disability insurance at 66.66% of the teacher's base salary, and may also apply for District insurance benefits under COBRA. See Appendix.
- 7.14 A bargaining unit member withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
- 7.15 Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of two (2) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawals.
- 7.16 Applications for use of the bank prepared by the Union shall be available upon request from the Administrative Services Office. Completed applications, with appropriate medical documentation, must be returned to the Administrative Services Office. Upon receipt, they will be recorded and forwarded to the EFE Sick Bank Committee for consideration.
- 7.17 If a bargaining unit member has exhausted his/her accumulated sick leave, the Board shall consider the merits of the bargaining unit member's situation and may, on the basis of the bargaining unit member's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the bargaining unit member's accumulated sick leave allowance, or for reasons other than those herein before specified, shall result in loss of pay.
- 7.18 A bargaining unit member shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. Additional days may be granted with prior approval from the Superintendent or his/her designee. "Immediate Family" shall be defined in 7.1(2).
- 7.19 In the event that schools are closed for student instruction because of weather conditions, employees shall be notified by an official school district announcement from the Superintendent's office at the earliest possible time.

ARTICLE VIII

8. LEAVES OF ABSENCE

8.1 Upon written request, leaves of absence without pay not to exceed one (1) year shall be granted without loss of seniority. Request for said leaves must be filed ten (10) days prior to the start of the leave. Said leaves shall be for the purpose of:

- (a) Service in a Government Agency or service to the American Federation of Bargaining unit members, the Michigan Federation of Bargaining unit members, the AFL-CIO and/or affiliates and recognized social or fraternal organizations.
- (b) Maternity
- (c) Illness
- (d) Prolonged illness in the immediate family (as defined in 7.3, paragraph 2)
- (e) To pursue a formal plan to study leading to an advanced degree
- (f) National Defense
- (g) Educational exchange program, or educational grant or fellowship
- (h) Leaves for other reasons may be granted.

Bargaining unit members on said leaves shall not accrue sick days during their absence.

8.2. Leaves of absence may be extended, not to exceed one (1) year, for good cause.

8.2.1 Bargaining unit members returning from leaves of absence in excess of one (1) year shall be given, according to their seniority, the first open position for which they are certified.

8.2.2. Leaves of absence granted for reason stated in 8.1. (a), will be for the duration of the office.

8.3. Bargaining unit members granted short-term leaves of absence within a given school year shall be given their former assignment upon expiration of said leave, providing that their intent to return is a matter of record prior to the granting of leave consistent with the Family Medical Leave Act (FMLA).

8.3.1. Bargaining unit members granted leaves of absence extending into a new school year will be staffed and returned consistent with the provisions of 13.1 providing that the Superintendent or his/her designee is in receipt of a written request, no later than April 1st of the leave year, from the bargaining unit member indicating

their intent to return. Failure on behalf of the bargaining unit member to give written notification will be interpreted as abandonment of position.

- 8.4 Re-employment before the expiration of a leave should be requested through the Administrative Services Office. A bargaining unit member returning from said leave shall have priority over new applicants.
- 8.5 A bargaining unit member who is subpoenaed to court or serves on jury duty shall be paid the difference between his/her daily pay for jury duty and his/her regular daily salary for each day in which the bargaining unit member reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The jury duty check should be cashed by the bargaining unit member and a copy of the check or check stub should be forwarded to the payroll office.
- 8.6 A bargaining unit member who is selected to attend any Federal or State educational institute or program or any accredited educational institute on a Federal, State, or privately funded grant or fellowship, and if the scheduled institute commences no more than two weeks prior to the close of the school year, shall be provided release time with no loss of pay providing such bargaining unit member has expressed in writing his intent to continue employment in the District.
- 8.7 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

ARTICLE IX

9. PROBATIONARY BARGAINING UNIT MEMBERS

- 9.1. A probationary bargaining unit member shall receive a minimum of three formal written reports annually, the first report to be filed not later than ninety (90) work days from the date of employment. The report should be forwarded to the Superintendent of Schools or his/her designee for filing in the bargaining unit member's official file. A bargaining unit member shall have the right to add any information or comments he/she feels are pertinent to the report.
- 9.2. First year probationary bargaining unit members will be required to attend five (5) days of curriculum orientation prior to the opening of school. Bargaining unit members hired

during the school year will be required to attend the curriculum orientation the following year.

9.3. Mentor Bargaining unit members:

- 9.3.1. Consistent with provisions of P.A. 25, each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor bargaining unit member. The mentor bargaining unit member will be available to provide professional support, instruction and guidance.
- 9.3.2. A mentor bargaining unit member will work with only one (1) probationary bargaining unit member annually.
- 9.3.3. Neither the mentor bargaining unit member nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor bargaining unit member shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor bargaining unit member, except in cases of misconduct.
- 9.3.4. (a) Bargaining unit members who volunteer as a mentor shall receive \$960. Bargaining unit members must mentor for a full year to receive the full stipend. If a bargaining unit member does not mentor for the entire year, they will be paid on a prorated basis. This shall be payable in June at the conclusion of the school year.

(b) Should the number of mentor bargaining unit members required exceed the number of bargaining unit applicants, the positions will be offered to retired bargaining unit members and/or retired administrators who possess the qualifications. Retirees receive \$960.
- 9.3.5. (a) The following detailed topics can be found in the "Eastpointe Community Schools Mentoring and Induction Handbook" which is available to any member upon request by contacting the Director of Instruction. Topics include the Michigan Mentor Law, mentor posting/selection, mentor/mentee matching, mentor incentives, mentor/mentee training, role definitions, professional development, contacts/visitations, activity log information, program evaluation, funding, and suggested year one/two/three strategies.
- 9.3.6. Any changes in the content of this handbook will be a collaborative effort between the union and the Board of Education.

ARTICLE X

10.—Calendar

- 10.1 Annual calendar appears in Appendix E
- 10.2 The parties agree to meet to resolve any calendar issues as soon as the common calendar for the Macomb Intermediate School District is made available.
- 10.3 Secondary staff meetings will be held the 3rd Wednesday of each card marking period beginning promptly 15 minutes after the end of the school day. The staff meeting will not exceed 45 minutes in duration. These are mandatory meetings. The principal, if necessary, can call emergency staff meetings.
- 10.3.1 There will be eight (8) sixty (60) minute early dismissals in the elementary buildings. They will be scheduled as follows:
1. Open House
 2. Halloween & Christmas
 3. Building meetings and bargaining unit member planning (2 bargaining unit member/3 principal)
 4. There will be seven (7) half-day early dismissals in the elementary buildings.
- They will be scheduled as follows:
- 5 - Three (3) afternoon Parent/Teacher Conferences and two (2) Compensation Times
 - 2 - First and last day with students
- 10.4 Elementary bargaining unit members and Middle School shall receive one-half (1/2) Records Day at the end of each card marking period for the purpose of grading report cards and record keeping.
- 10.5 Preparation periods will be used for preparation of lessons, marking school records, parent conferences, administrative conferences and team collaboration. Bargaining unit members are not to leave the building without administrative approval.

ARTICLE XI

11. SUMMER SCHOOL

- 11.1. All summer school teaching positions shall be posted in every building on the Union bulletin boards by April 1 of each year. Copies shall be sent to the Union President.
- 11.2. Bargaining unit members interested in summer school teaching positions shall fill their application with the Administrative Services Office by April 15th of each year.
- 11.3. Applicants shall be ranked according to their seniority. In selecting summer school staff, preference will be according to district seniority and teaching experience, academic background, certification, and interest in that order.
- 11.4. No bargaining unit member shall be assigned more than two (2) different preparations per class period.
- 11.5. There will be twenty-four (24) minutes of break time for bargaining unit members teaching a four (4) and one-half (1/2) hour block plus five (5) minutes of passing time. Twelve (12) minutes of the break time may be assigned duty time.
- 11.6. The salary for summer school shall be \$25.00 per hour.
 - 11.6.1 The salary for the summer school principal at the high school shall be 20% higher than the bargaining unit member's summer school wage.

ARTICLE XII

12. DESIGNATION OF TERMS

- 12.1. Whenever the term "Principal" or "Immediate Supervisor" is used, it is to include the administrator of any work location, functional division or group.
- 12.2. Whenever the term "bargaining unit member" is used, it is to include any member of the Bargaining Unit.
- 12.3. The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.
- 12.4. Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.

- 12.5 The term "contract year" shall mean a twelve-month period commencing on the first Tuesday immediately following the first Monday in September of each year.
- 12.6 A "preparation period" is a period in which the bargaining unit member is not assigned to a regular program responsibility. A "teaching period" is a period in which the bargaining unit member is actually teaching students.
- 12.7 A "vacancy" shall be defined as any position which has been vacated by resignation, termination, transfer, or newly created position.
- 12.8. "Seniority" shall be defined as continuous years of employment in the district effective with the first day of employment. This effective date will be the day, month and year the employee was eligible for pay in a regular contracted position. In the event of identical seniority dates, the order of seniority shall be determined by a draw.
- 12.8.1 Seniority shall continue to accumulate when an employee is on an approved leave.
- 12.8.2 When a tenured bargaining unit member returns to the Unit from District administrative service, only service in the Bargaining Unit will count towards seniority in times of staffing and layoffs. The salary in the position to which the bargaining unit member is assigned shall be the same as if the bargaining unit member had been continuously employed in the newly assigned position.
- 12.8.3 Seniority is lost only when there has been a severance of employment to the district, i.e. resignation, employment elsewhere, failure to return from approved leave. Layoff does not constitute severance of employment. Seniority shall be lost when a bargaining unit member has been laid off for five (5) years.
- 12.9 "School Improvement Study Session" (S.I.S.S.) is a committee composed of the Superintendent and Federation President each of whom will select five (5) representatives from administration and the union respectively to address concerns relative to the educational program.

ARTICLE XIII

13. STAFFING

- 13.1. The Administration will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to April 15th. The Union will be furnished with all relevant information regarding the program and staffing upon completion of the above and prior to the publishing of tentative assignments for the ensuing school year.
 - 13.1.1 These proposed staffing recommendations will be presented to the Board for approval at their next regularly scheduled meeting. Staff will be notified of their tentative assignments by their building administrator the day after Board approval.
- 13.2. Job sharing will be available to members of the bargaining unit in conformity to the criteria set forth in the Job-Sharing Committee's report of January 1983.
 - 13.2.1 If a job-sharing position cannot be readily facilitated at the building of application, the Administrative Services and/or Instruction Office will aid applicants in their search for a job sharing in another building.
 - 13.2.2 Bargaining unit members will receive full seniority, full salary credit, and share fringe benefits not to exceed the cost of one full family coverage package.
 - 13.2.3. The Director of Human Resources and job sharers will agree upon attendance at staff meetings, parent/bargaining unit member conferences, professional development meetings, substituting, and similar non-instructional commitments.
 - 13.2.4 Job sharers will be paid at the hourly rate when attending district meetings on a non- scheduled workday.
 - 13.2.5. Schedule is subject to approval by the building principal and the Superintendent or his/her designee.
- 13.3 Bargaining unit members will be recalled according to seniority to the first position for which they are certified. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. The employee must return the letter either accepting the recall or terminating employment. If the employee fails to respond within fifteen (15) business days from the date the Administrative Services Office receives the signed return receipt, he/she shall be considered to have terminated his/her employment.
- 13.4. Any bargaining unit position vacated for more than thirty (30) days by transfer or

unpaid leave of absence, shall be filled by a bargaining unit member who shall be given a contract. Subject contract will be retroactive to the first day of a thirty (30) day period for which the position was continually filled by that bargaining unit member. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

13.4.1 A person assigned to a temporary position for 150 days may be given a contract terminating in June of their teaching year. They will be entitled to all benefits of the contract with the exception of seniority rights. They will not become part of the seniority roster. Any re-employment will be at the discretion of administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.

13.5. Tenured bargaining unit members may express to the Superintendent or his/her designee, through their principal, in writing, their desire to transfer to another assignment. Said request must be filed by March 1st of each year and set forth the rationale for transfer.

13.6. Bargaining unit members will be notified in writing of the disposition of their transfer request subsequent to staffing.

Section B

Paraprofessionals

ARTICLE XIV

14. PURPOSE & SCOPE

- 14.1 This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 24, 2024.
- 14.2 Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.
- 14.3 While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties. The board shall not negotiate those subjects listed as prohibited subjects of bargaining in section 15 of the Public Employment Relations Act as it is constituted as of August 25, 2021.
- 14.4 This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.
- 14.5 This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.
- 14.6 This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.
- 14.7 The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.
- 14.8 This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction

from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

1.8.1 In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.

14.9 During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.

14.10 Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.

14.10.1 The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.

14.10.2 Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

14.10.3 The Board shall seek out and hire a certified integrated Staff reflective of all races.

ARTICLE XV

15 RECOGNITION AND UNION RIGHTS

- 15.1 Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph whose employment is regulated by the Michigan Teacher tenure act, as amended, and “support staff” shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.
- 15.2 No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.
- 15.2.1 The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.
- 15.2.2 Further, the employer shall notify the Union of any changes in the above.
- 15.3 Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.
- 15.4 The Board shall provide to the Union, upon request, any and all information as required by law.

- 15.5 Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.
- 15.6 Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.
- 15.6.1 Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.
- 15.7 Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.
- 15.8 Conference days: The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.
- 15.8.1 The Union President shall be released half time to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations. If the Union President is from the secondary level, they shall be assigned two (2) teaching periods and one (1) preparation assignment. They shall be released for three (3) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned one-half day and shall be released one-half day exclusive of lunch.
- 15.8.2 The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.
- 15.9 The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining Agreement amendments and supplements, Union literature; and professional literature.

- 2.11.1 Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.
 - 2.11.2 The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.
- 2.12 The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.
- 2.12.1 Material detrimental to the employer and employee relationship shall not be placed in mailboxes.
 - 2.12.2 A copy of material for general distribution shall be given to the building principal and Superintendent.
 - 2.12.3 All material placed in the mail boxes shall contain on it the identity of the sender.
 - 2.12.4 The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.
- 2.13 Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.
- 2.13.1 Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.
 - 2.13.2 The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

Article XVI

3. Paraprofessionals

16.1 **Hourly pay rates.** These are as set forth in Appendix A. The Board shall provide twenty-four (24) pays for all full-time employees. Paraprofessionals on terminating contracts will be paid on twenty (20) pays.

14.1.2 **Paid Holidays-** the following will be designated as paid holidays:

Labor Day
Thanksgiving Day and the full day following Thanksgiving Day
Christmas Day and one day before and after Christmas Day
New Years' Eve Day and New Years' Day
Martin Luther King Jr. Day
Good Friday and the Monday following Easter
Memorial Day

16.2 **Longevity-** Members of the bargaining unit who have ten (10) years of experience in the system shall receive \$1000 each year, in addition to their contract salary. Members who have served twenty (20) years shall receive an additional \$100 each year in addition to their contract salary.

16.3 **Insurance Coverage-** Coverage of benefits within this section shall be as follows: Employees who work an average of at least seven (7) hours per day will receive 100% coverage.

See Appendix B, C and D for insurance plan details.

16.4 **Individual security and working conditions**

16.4.1 **Personnel file-** Upon request, employees shall have the right to examine their personnel file. Employees shall be permitted to reproduce any material in their file. Copies of all evaluative material placed in the employee's file shall be provided to the employee. Paraprofessionals must meet the criteria set forth in applicable state and federal laws in terms of education, qualification, experience, etc.

16.4.2 **Work Schedule-** An employee who is advised not to report to work because of an emergency school closing, where the days do not have to be made up under State law, will be paid at the daily rate of pay. If State law requires the day be made up, the employee will report on the rescheduled day and will not be paid for the day when schools were closed.

16.4.3 **Posting of Job Openings-** Whenever any vacancy within the bargaining unit arises, the employer shall publicize the same by notifying each employee at least ten (10) calendar days before the vacancy is filled. In the event of an emergency, the employer may fill a vacancy on a temporary basis.

16.4.4 **Duties-** Duties of the members of the bargaining unit shall be limited to performing those tasks that supplement the instructional process under the direction of a certified staff member.

16.4.5 **Seniority/Probationary Period-** Seniority shall be based on the member's date of hire into the bargaining unit. Every new hire and re-hire shall be considered a probationary employee for the initial sixty (60) working days of their employment. Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire. During such probationary period the employee shall have no rights under this agreement. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire. An employee's seniority shall terminate when:

- d. An employee resigns or is discharged
- e. The employee fails to return from recall within fifteen (15) business days of the date of notification
- f. Retirement under Michigan Public School Employees

16.4.6 **Evaluation criteria-** Paraprofessionals will be evaluated and goals for improvement will be written by the appropriate administrator, in collaboration with the paraprofessional. Paraprofessionals will be observed for purposes of evaluation two (2) times per year. Building administrators will collaborate on the evaluations with the Assistant Superintendent of Instruction or his/her designee. Paraprofessionals with an unsatisfactory evaluation will have an individual development plan put in place to improve performance before the next evaluation.

16.4.7 **Layoff-** Whenever it becomes necessary to reduce the working force, employees will be laid off on the basis of seniority and specific job qualifications. Employees whose positions have been eliminated shall have the right to transfer to positions within the bargaining unit for which they are qualified, providing the person holding such position has less seniority. Employees to be laid off for an indefinite period of time shall have at least fifteen (15) business days' notice of the layoff. The Union President shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. Title One

Academic Support Staff on terminating contracts with a satisfactory evaluation will be given reasonable assurance of employment notification for the next school year as soon as funding is assured.

16.4.8 **Recall**-Laid-off employees shall be recalled in the reverse order of lay-off. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within fifteen (15) business days from the date of mailing of notice of recall, he/she shall be considered to have terminated his/her employment.

16.4.9 **Transfer Rights**-Employees shall have transfer rights only within their classification.

16.4.10 **Union Membership**- Each member of the bargaining unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

16.5 Definitions

16.5.1 **Definition of Full Time** Full time will be considered to be employees who work an average of at least six (6) hours per day.

16.5.2 **Academic Support Paraprofessional** Academic Support Paraprofessionals work under the direction of the program/building administrators and teachers. Typical responsibilities include but are not restricted to the following:

1. Works with individual and small groups of students to provide direct academic support services.
2. Assists the classroom teachers with instruction of reinforcing material and/or skills as identified by the literacy coach/teacher.
3. Works with other Literacy Team members to maintain the Literacy Library.
4. Assists with the administration, scoring, recording of assessments and with data collection.
5. Maintains program records as assigned and within due dates.
6. Maintains open communication with administration, bargaining unit members, staff, parents, and students relative to programs.
7. Participates in professional development as required.
8. Demonstrates excellent reading, writing, and communication skills, and demonstrates ability to work effectively with children and adults.

Academic Support Paraprofessionals shall also possess appropriate qualities of character and experience as determined by the Board of Education.

16.5.3 Media Center Paraprofessional- Media Center Paraprofessionals supplement the instructional process within or outside of an instructional, educational setting, under the direction of the Media Specialist. The typical responsibilities include but are not restricted to the following:

1. Schedules use of specialized equipment, technology, programs and materials
2. Works with students and faculty in utilizing media and technology resources.
3. Works with students relative to curriculum tasks and assignments as directed by professional staff.
4. Locates, processes, maintains, repairs, and circulates media collections.
5. Keeps the professional staff informed of materials available to enhance and supplement their instruction.
6. Performs first line routine maintenance on all equipment. Schedules service and arranges for repairs, as directed.
7. Interacts with administration, teaching staff and students to develop innovative practices for the Media Center.

The Media Center Paraprofessional should have a working knowledge of computers, current media technology and catalog/filing protocol. The individual shall also possess qualities of character and experience as determined by the Board of Education.

16.5.4 Vocational Education Paraprofessional- Vocational Education Paraprofessionals assist certified personnel in career and technology education. Typical responsibilities include but are not restricted to the following:

1. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment, and reinforcement work set up and assigned by the bargaining unit member.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the bargaining unit member.
5. Serves as resource person to any guest teacher in the absence of the classroom teacher.

6. Informs the classroom teacher of any problem or special information about students.
7. Demonstrates appropriate reading, writing, and communication skills.
8. Works effectively with special population students.
9. Utilizes and maintains program specific career/technology equipment. The Vocational Education Paraprofessional must have certified education and/or work experience directly related to the Career and/or Technology Program for which they are assigned. The paraprofessional must also meet State and/or Federal guidelines relative to mandated qualifications. The individual will demonstrate ability to communicate and work effectively with students. The individual shall possess the appropriate qualities of character and experience as determined by the Board of Education.

16.5.5 Special Education Paraprofessional- Special Education Paraprofessional assists certified special education personnel with the instruction, management and medical needs of students within an instructional setting. Typical responsibilities include but are not restricted to the following:

1. Works with students in class with curriculum tasks and assignments, guiding and helping, but not teaching.
2. Under supervision of teacher, works with the student to reinforce and master material initially introduced by bargaining unit member.
3. Establishes, as fully as possible, a supportive and working relationship with the student(s).
4. Maintains behavior management procedures and follows classroom routines.
5. Serves as a member of the IEPT (Individual Educational Plan Team) when appropriate.
6. Gives assistance relative to physical needs of student(s), as needed.
7. Serves as a resource person to any guest teacher in the absence of the classroom teacher.
8. Informs the special education teacher of any problems or special information about students(s).

9. Demonstrates appropriate reading, writing, and communication skills.

10. Works effectively with special needs children.

It is the intent of the East Detroit Public Schools to have all special education paraprofessionals certified utilizing the Macomb Intermediate School District classes and standards. Administration will pay hourly rate, mileage, and tuition for any current employees to attend. Every special education paraprofessional hired after the 1996-97 school year will be required to attend certification classes. Other paraprofessionals may request approval to attend. Special Education Paraprofessionals shall possess the appropriate qualities of character, physical ability and experience as determined by the Board of Education.

16.6. General Performance- In addition to specific job classification responsibilities, all paraprofessionals will:

16.6.1 Follows teacher and/or administrator instructions for carrying out assigned tasks within the identified scope of responsibilities in a specific position level (see additional indicators for specific paraprofessional positions).

16.6.2 Follows policies and procedures established for district personnel.

16.6.3 Maintains confidentiality of all information about students and their families.

16.6.4 Uses interactive and communication methods that demonstrate respect for cultural diversity and individuality among students and staff.

16.6.5 Participates in professional and career development opportunities.

16.6.6 Uses copy machines, computers, adaptive equipment, and audio/visual technology appropriately.

16.6.7 Is punctual and maintains an acceptable attendance record.

16.6.8 Dresses in a manner consistent with their professional responsibilities.

Appendix A- Salary Table

FORMULA ROW	Step	BA	MA	ES	EDD
	0 Non-Certified	\$35,000.00			
	1	\$40,000.00	\$42,000.00	\$43,000.00	\$44,000.00
	2	\$41,050.00	\$43,050.00	\$44,050.00	\$45,050.00
	3	\$42,100.00	\$44,100.00	\$45,100.00	\$46,100.00
	4	\$43,150.00	\$45,150.00	\$46,150.00	\$47,150.00
	5	\$44,200.00	\$46,200.00	\$47,200.00	\$48,200.00
	6	\$45,250.00	\$47,250.00	\$48,250.00	\$49,250.00
	7	\$46,300.00	\$48,300.00	\$49,300.00	\$50,300.00
	8	\$47,350.00	\$49,350.00	\$50,350.00	\$51,350.00
	9	\$48,400.00	\$50,400.00	\$51,400.00	\$52,400.00
	10	\$49,450.00	\$51,450.00	\$52,450.00	\$53,450.00
	11	\$50,500.00	\$52,500.00	\$53,500.00	\$54,500.00
	12	\$51,550.00	\$53,550.00	\$54,550.00	\$55,550.00
	13	\$52,600.00	\$54,600.00	\$55,600.00	\$56,600.00
	14	\$53,650.00	\$55,650.00	\$56,650.00	\$57,650.00
	15	\$54,700.00	\$56,700.00	\$57,700.00	\$58,700.00
	16	\$55,750.00	\$57,750.00	\$58,750.00	\$59,750.00
	17	\$56,800.00	\$58,800.00	\$59,800.00	\$60,800.00
	18	\$57,850.00	\$59,850.00	\$60,850.00	\$61,850.00
	19	\$58,900.00	\$60,900.00	\$61,900.00	\$62,900.00
	20	\$59,950.00	\$61,950.00	\$62,950.00	\$63,950.00
	21	\$61,000.00	\$63,000.00	\$64,000.00	\$65,000.00
	22	\$62,050.00	\$64,050.00	\$65,050.00	\$66,050.00
	23	\$63,100.00	\$65,100.00	\$66,100.00	\$67,100.00
	24	\$64,150.00	\$66,150.00	\$67,150.00	\$68,150.00
	25	\$65,200.00	\$67,200.00	\$68,200.00	\$69,200.00
	26	\$66,250.00	\$68,250.00	\$69,250.00	\$70,250.00
	27	\$67,300.00	\$69,300.00	\$70,300.00	\$71,300.00
	28	\$68,350.00	\$70,350.00	\$71,350.00	\$72,350.00
	29	\$69,400.00	\$71,400.00	\$72,400.00	\$73,400.00
	30	\$70,450.00	\$72,450.00	\$73,450.00	\$74,450.00
Paraprofessional Wages		\$14.60	60 Day Probationary Period		
		\$15.00	Per hour Para- professionals		
		0.2	20 College Credits		
		0.4	40 College Credits		

The rate of pay for bargaining unit members on a partial teaching contract or partial teaching assignment within the school program is as set forth below:

High School

One extra class, one semester		11%
One extra class, two semesters		22%
One extra "skinny" class, one semester		5.50%
One extra "skinny" class, two semesters		11%

Middle School

three classes, prep and benefits		67%
four classes, prep and benefits		83%
one extra class, one semester		8.50%
one extra class, two semesters		17%

Bargaining unit members with a full-time contract who take an additional class for the full year will be paid proportionately throughout the school year. Bargaining unit members who take an additional class for less than a full year will be paid at the conclusion of the class.

Employees working less than fulltime, but at least .5 shall have prorated benefits. Employees working less than half-time shall not be eligible for benefits.

APPENDIX B-HEALTH CARE COVERAGE



**EASTPOINTE COMMUNITY SCHOOLS-
39529003
0070065730003 - 047GC
Effective Date: 01/01/2021**

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your health care administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Eligibility Information

Member Eligibility Criteria

*Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Deductibles	<p>\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Deductible may be waived for covered services performed in an in-network physician's office.</p>	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network deductible amounts also apply toward the in-network deductible.</p>
Flat-dollar copays	<ul style="list-style-type: none"> • \$20 copay for office visits and office consultations • \$20 copay for chiropractic services and osteopathic manipulative therapy • \$250 copay for emergency room visits 	<p>\$250 copay for emergency room visits</p>
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing care • 20% of approved amount for mental health care and substance abuse treatment • 20% of approved amount for most other covered services (coinsurance waived for covered service's performed in an in-network physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing care • 40% of approved amount for mental health care and substance abuse treatment • 40% of approved amount for most other covered services
Coinsurance maximums - applies to coinsurance amounts for all covered services - including mental health and substance abuse services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.</p>
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	<p>\$6,350 for one member, \$12,700 for two or more members each calendar year</p>	<p>\$12,700 for one member, \$25,400 for two or more members each calendar year</p> <p>Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.</p>
Lifetime dollar maximum	None	

Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered

Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible

Office visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible

Emergency medical care

Benefits In-Network Out-of-Network*

Hospital emergency room	\$250 copay per visit (copay waived if admitted or for an accidental injury)	\$250 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits In-Network Out-of-Network*

Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
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Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician

Benefits In-Network Out-of-Network*

Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits In-Network Out-of-Network*

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a Participating hospital.	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits In-Network Out-of-Network*

Skilled nursing care - must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	120 days per member per calendar year	
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 80-day periods - provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: <ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency 	80% after in-network deductible	80% after in-network deductible

<p>Infusion therapy:</p> <ul style="list-style-type: none"> • must be medically necessary • must be given by participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible
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Inpatient hospital benefits not covered

<ul style="list-style-type: none"> • Services that may be medically necessary but can be provided safely in an outpatient or office location; except when noted by other benefit coverage
<ul style="list-style-type: none"> • Services of physicians and surgeons not employed by the hospital
<ul style="list-style-type: none"> • Custodial care or rest therapy
<ul style="list-style-type: none"> • Psychological tests if used as part of, or in connection with, vocational guidance training or counseling
<ul style="list-style-type: none"> • Dental services. However, certain procedures may be payable as medical services if performed in a hospital because the patient has a dental condition that is adversely affecting a medical condition such as: <ul style="list-style-type: none"> • Bleeding or clotting abnormalities • Unstable angina • Severe respiratory disease • Known reaction to analgesics, anesthetics, etc. • Those procedures include: <ul style="list-style-type: none"> • Alveoplasty • Diagnostic X-rays • Multiple extractions or removal of unerupted teeth • Gingivectomy <p>Note: Medical records must verify the patient's concurrent hazardous medical condition.</p>
<ul style="list-style-type: none"> • Services covered under any other Blue Cross Blue Shield contract or under any health care benefits plan
<ul style="list-style-type: none"> • Screening services
<ul style="list-style-type: none"> • Artificial and endodontic transplants and related services, including repair and maintenance of implants and surrounding tissue
<ul style="list-style-type: none"> • Those for care that is not considered acute, such as: <ul style="list-style-type: none"> • Observation • Dental treatment, including extraction of teeth, except as otherwise noted in this Certificate • Diagnostic evaluations • Lab exams • Electrocardiography • Weight reduction • X-ray, exams or therapy • Cobalt or ultrasound studies

<ul style="list-style-type: none"> • Basal metabolism tests • Convalescence or rest care • Convenience items
<ul style="list-style-type: none"> • Those mainly for physical therapy, speech and language pathology services or occupational therapy; except when noted by other benefit coverage

Surgical services

Benefits In-Network Out-of-Network*

Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males Note: For voluntary sterilizations for females, see "Preventive care services."	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants Benefits In-Network Out-of-Network*

Specified human organ transplants - must be in a designated facility, and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials Note: BCBSM covers clinical trials in compliance with PPACA	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders.

This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.

Benefits In-Network Out-of-Network*

Inpatient mental health care and Inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care		
<ul style="list-style-type: none"> Facility and clinic 	80% after in-network deductible	80% after in-network deductible - in participating facilities only
<ul style="list-style-type: none"> Physician's office 	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Outpatient hospital benefits not covered

Autism Spectrum Disorders, diagnoses and treatment

Benefits In-Network Out-of-Network*

Applied behavioral analyses (ABA) treatment when rendered by an approved board-certified behavioral analyst - is limited to a maximum of 25 hours of direct line therapy per week per member, through age 18 Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment. ABA and AAEC services are not available outside of Michigan.	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for Autism Spectrum Disorder	Not covered	Not covered

Other covered services

Benefits In-Network Out-of-Network*

Outpatient Diabetes Management Program (ODMP) Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training	60% after out-of-network deductible
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Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per office visit	60% after out-of-network deductible
	combined maximum of 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	combined 60-visit maximum per member per calendar year	
Durable medical equipment Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider. For a list of covered DME items required under PPACA, call BCBSM.	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

Physician and other professional benefits not covered

<ul style="list-style-type: none"> • Services covered under any other Blue Cross or Blue Shield contract or under any other health care benefits plan
<ul style="list-style-type: none"> • Self-treatment by a professional provider and services given by the provider to parents, siblings, spouse or children
<ul style="list-style-type: none"> • Services for cosmetic surgery when performed primarily to improve appearance
<ul style="list-style-type: none"> • Health care services provided by persons who are not legally qualified or licensed to provide them
<ul style="list-style-type: none"> • Dental care (except to treat accidental injuries or multiple extractions requiring hospitalization), unless otherwise noted as an included benefit
<ul style="list-style-type: none"> • Artificial and endodontic dental implants and related services, including repair and maintenance of implants and surrounding tissue, unless otherwise noted as an included benefit
<ul style="list-style-type: none"> • Weight loss programs
<ul style="list-style-type: none"> • Contraceptive devices and medications used for the express purpose of preventing pregnancy, unless otherwise noted as an included benefit

<ul style="list-style-type: none"> • Rest therapy or services provided to you while you are in a convalescent home, long, term care facility, nursing home, rest home or similar nonhospital institution
<ul style="list-style-type: none"> • Services, care, supplies or devices not prescribed by a physician
<ul style="list-style-type: none"> • Services provided during nonemergency medical transport
<ul style="list-style-type: none"> • Experimental treatment
<ul style="list-style-type: none"> • Hearing aids or services to examine, prepare, fit or obtain hearing aids, unless otherwise noted as an included benefit
<ul style="list-style-type: none"> • Services to examine, prepare, fit or obtain eyeglasses or other corrective eye appliances, unless you lack a natural lens
<ul style="list-style-type: none"> • Hospital services, including services provided by hospital employees
<ul style="list-style-type: none"> • Drugs, medical appliances, materials or supplies or blood transfusions
<ul style="list-style-type: none"> • Any reversible or irreversible medical and/or dental services performed for diagnosis and/or treatment of temporomandibular joint (jaw joint) dysfunction, except for: <ul style="list-style-type: none"> • Surgery directly to the temporomandibular joint (jaw joint) • Diagnostic X-rays • Arthrocentesis • Physical therapy <p>Note: The above restriction applies to any condition causing the temporomandibular joint (jaw joint) dysfunction.</p>
<ul style="list-style-type: none"> • Alternative medicines or therapies (such as acupuncture, herbal medicines and massage therapy)
<ul style="list-style-type: none"> • Cardiac rehabilitation services that do not require intensive monitoring (EKGs) or supervision because the patient's endurance while exercising and management of risk factors are stable
<ul style="list-style-type: none"> • Infertility services that do not treat a medical condition other than infertility This can include services such as: <ul style="list-style-type: none"> • Sperm washing • Post coital test • Monitoring of ovarian response to ovulatory stimulants • In vitro fertilization • Ovarian wedge resection or ovarian drilling • Reconstructive surgery of one or both fallopian tubes to open the blockage that causes infertility • Diagnostic studies done for the sole purpose of infertility assessment • Any procedure done to enhance reproductive capacity or fertility <p>Note: You or your physician can call us to determine if other proposed services are a covered benefit under your Certificate.</p>
<ul style="list-style-type: none"> • Sports medicine, pain management, patient education (except as otherwise specified) or home exercise programs
<ul style="list-style-type: none"> • Screening services (except as otherwise stated)
<ul style="list-style-type: none"> • Those for which you legally do not have to pay or for which you would not have been charged if you did not have coverage under your Certificate
<ul style="list-style-type: none"> • Those available in a hospital maintained by the state or federal government, unless payment is required by law
<ul style="list-style-type: none"> • Those payable by government, sponsored health care programs, such as Medicare, for which a member is eligible. These services are not payable even if you have not signed up to receive the benefits provided by such programs. However, care and services is payable if federal laws require the government, sponsored program to be secondary to this coverage.

- Any services not listed in your Certificate as being payable

Blue Preferred Rx® Prescription Drug Coverage

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at **bcbsm.com**. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a **90-Day Retail Network provider** or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Member's responsibility (copays)

Note: Your prescription drug copays, including mail order copays, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum:

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber did not write "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for generic *plus* the applicable copay.

		90-day retail network pharmacy	*Network mail order provider	Network pharmacy (not part of the 90-day network)	Non-network pharmacy
Tier 1 – Generic or select prescribed over-the-counter drugs	1 to 30-day period	\$7 copay	\$7 copay	\$7 copay	\$7 copay plus an additional 25% of BCBSM approved amount for the drug

	84 to 90-day period	\$7 copay	\$7 copay	No coverage	No coverage
Tier 2 – Formulary (preferred) brand-name drugs	1 to 30-day period	\$35 copay	\$35 copay	\$35 copay	\$35 copay plus an additional 25% of BCBSM approved amount for the drug
	84 to 90-day period	\$35 copay	\$35 copay	No coverage	No coverage
Tier 3 – Nonformulary (non-preferred) brand-name drugs	1 to 30-day period	\$70 copay	\$70 copay	\$70 copay	\$70 copay plus an additional 25% of BCBSM approved amount for the drug
	84 to 90-day period	\$70 copay	\$70 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription drug for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM custom formulary

A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.

- **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.
- **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.
- **Tier 3 (nonformulary brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.

Drug interchange and generic copay waiver

BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.

If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay.

Prescription Drugs Not Covered

Any contraceptive medications and devices, whether over-the-counter or FDA-approved or not, regardless of the reason they were prescribed or their intended use, unless otherwise noted as an included benefit

Therapeutic devices or appliances including, but not limited to, hypodermic or disposable needles and syringes when not dispensed with a covered injectable drug, insulin or self-administered chemotherapeutic drugs

Drugs prescribed for cosmetic purposes

The charge for any prescription refill in excess of the number specified by the prescriber or any refill dispensed one year after the prescriber's prescription order

Any vaccine given solely to resist infectious diseases

Administration of covered drugs (e.g., injections)

Non-self-administered injectable drugs

More than a 30-day supply of a covered drug. We may make exceptions for certain maintenance drugs or for drugs whose minimal package size prevents a 30-day supply from being dispensed (e.g., inhalers)

More than 12 doses of an impotence drug in a 30-day period unless otherwise noted or excluded. If you have a BCBSM mail order drug program, no more than 36 doses in a 90-day period

More than the quantities and doses allowed per prescription of select drugs by BCBSM, unless the prescribing physician obtains preauthorization from BCBSM. A list of drugs that may have quantity and/or dose limits is available at the BCBSM Web site at bcbsm.com.

Any drug we determine to be experimental or investigational

Any covered drug entirely consumed at the time and place of the prescription

Anything other than covered drugs and services

Diagnostic agents

Any drug or device prescribed for uses or in dosages other than those specifically approved by the Federal Food and Drug Administration. This is often referred to as the off - label use of a drug or device. Some chemotherapeutic drugs may be subject to prior authorization review.

Drugs that are not labeled FDA-approved, except for state - controlled drugs and insulin, or such drugs the BCBSM designates as covered

Covered drugs or services dispensed to a member when such services are benefits under other Blue Cross and Blue Shield certificates

Drugs or services obtained before the effective date of this contract or after the contract ends

Nonpreferred co - branded drugs, unless they are preauthorized

Claims for covered drugs or services submitted after the applicable time limit for filing claims

Support garments or other nonmedic

**APPENDIX C
OPTICAL COVERAGE**

	Frequency
Fashion Plan	
Exam	Once every 12 months
Eyeglasses (frames and spectacle lenses)	
Spectacle Lenses	Once every 24 months
Frame	Once every 24 months
Contact Lenses (in lieu of Eyeglasses)	Once every 24 months

Covered Service	In-Network Benefits
Exam	\$0.00 Copayment
Eyeglasses	
Frames	
Collection Frame (in lieu of Allowance for a Non-Collection Frame)	
Fashion Frame Collection	\$0.00 Copayment
Designer Frame Collection	\$15 Copayment
Premier Frame Collection	\$40 Copayment
Non-Collection Frame	\$68.00 Allowance
Spectacle Lenses (per pair)	
Single Vision Lenses	\$0.00 Copayment
Bifocal Lenses	\$0.00 Copayment
Trifocal Lenses	\$0.00 Copayment
Lenticular Lenses	\$0.00 Copayment
Contact Lenses (per pair)	
Collection Contact Lenses (in lieu of Allowance for a Non-Collection Lens)	Not Applicable
Non-Collection Contact Lenses	\$150.00 Allowance
Medically Necessary Contact Lenses (with prior approval)	Not Applicable
Contact lens evaluation, fitting and follow-up care	Not Applicable
All Ranges of Prescriptions and sizes	Included
Oversize Lenses	Included
Choice of Glass or Plastic Lenses Inc	Included

There is an additional cost for the following Lens Options; other lens options, powers and frames may require an additional cost.

Lens Options (per pair)	
Glass-Grey #3 prescription sunglass lenses	Included
Fashion, sun and gradient tinted plastic lenses	Included
Ultraviolet Coating	\$15 Copayment
Polycarbonate Lenses	Either Paid in full or \$35 Copayment

Blended Segment Lenses	\$20 Copayment
Intermediate Vision Lenses	\$30 Copayment
Standard Progressive Lenses	\$65 Copayment

Premium Progressive Lenses	\$105 Copayment
Scratch Resistant Coating	Included
Plastic Photosensitive Lenses	\$70 Copayment
Polarized Lenses	\$75 Copayment
Standard Anti-Reflective (AR) Coating	\$40 Copayment
Premium Anti-Reflective (AR) Coating	\$55 Copayment
Ultra Anti-Reflective (AR) Coating	\$69 Copayment
Photochromic Glass Lenses	\$20 Copayment
Hi-Index Lenses	\$60 Copayment

Covered Service	Out-of-Network Benefits
Exam	\$30 Reimbursement
Eyeglasses	
Frames	\$30 Reimbursement
Spectacle Lenses (per pair)	
Single Vision Lenses	\$25 Reimbursement
Bifocal Lenses	\$35 Reimbursement
Trifocal Lenses	\$45 Reimbursement
Lenticular Lenses	\$60 Reimbursement
Contact Lenses (per pair – in lieu of eyeglasses)	
Soft, Standard, Daily Wear, Disposable, Planned Replacement and Specialty	\$75 Reimbursement
Medically Necessary Contact Lenses (with prior approval)	\$225 Reimbursement

Polycarbonate lenses are covered in full for dependent children, monocular patients, and patients with prescriptions $\geq \pm 6.00$ diopters.

Exam or Eye Examination includes (but is not limited to)-

- Case history - chief complaint, eye and vision history, medical history;
- Entrance distance acuities;
- External ocular evaluation including slit lamp examination;
- Internal ocular examination;
- Tonometry;
- Distance refraction - objective and subjective;
- Binocular coordination and ocular motility evaluation;
- Evaluation of pupillary function;
- Biomicroscopy;
- Gross visual fields;
- Assessment and plan;

- Advising the Member on matters pertaining to vision care;
- Form completion - school, motor vehicle, etc.; and
- A Dilated Fundus Examination (DFE) (diagnostic procedure used in the detection and management of diabetes, glaucoma, hypertension and other ocular and/or systemic diseases) when professionally indicated.

In-Network Providers that do not display the frame Collection, or have the contact lens Collection available will apply the Allowance towards non-collection frame or non-collection contacts.

Ancillary Product Discount

A Member will receive up to a 20% courtesy discount from most In-Network Providers. This discount applies to the purchase of items that the Policy either does not cover or which you are currently not eligible for. No additional discounts are available at Wal-Mart or Sam's Club locations.

APPENDIX D- DENTAL COVERAGE

ADN Administrators, Inc.
P.O. Box 610
Southfield, MI 48037
248-901-3705

Eastpointe Community Schools Dental Benefits Plan Group #9554
The Plan-at-a-Glance-PPO Networks: ADN Dental Network, MichiganDental Plan, DenteMax
Maximum Benefits Plan year Jan 1 through Dec 31

Annual Maximum \$1,500 per eligible individual for covered class I, II and III services.

Class I Preventive Services-80%
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Oral Examinations	Twice per plan year
Bitewing X-Rays	Once per plan year
Prophylaxis (Cleaning)	Twice per plan year
Topical Application of Fluoride	Twice per plan year
Full Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays or Space Retainers	Once per area per lifetime, up to age 19

Class II Restorative Services – 80%
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Periodontal Maintenance	Twice per plan year
Composite and Amalgam fillings**	Once per tooth surface per 12 months
Root Canal Therapy	
Periodontal Root Planning	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	Medically necessary and with covered oral surgery
Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch

Class III Major Services-80%

Inlays, Onlays, Crowns**	Once per permanent tooth in 60 months
Complete and Partial Removable Dentures**	Once per arch per 60 months
Fixed Partial Dentures (Bridges)**	Once per arch per 60 months
Addition of Teeth to Partial Dentures	

Not Covered

Sealants
Orthodontics
Implants and Restorations over implants
TMJ/TMD Treatment
Occlusal Guards

Deductible – None
Missing Tooth Clause – None
12 Month Billing Limitation
Waiting Periods – None
COB-Standard

**Composite, porcelain and ceramic not covered for posterior teeth, alternate benefit applies

**Prosthetics are considered on seat/delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

Appendix E- Calendar

Eastpointe Community Schools
District School Calendar
2021-2022

Aug 25-26	Teacher Professional Development Day
Aug 30	1/2 Day/1st Day of School for Students
Sept. 3-6	No School - Labor Day Break
Oct. 12	Evening Conferences
Oct 14	1/2 Day Parent Conf. see Building Schedule
Oct 15	1/2 Day Parent Conf. see Building Schedule
Oct 29	End of 1st Quarter
Nov 2	No School for Students
Nov 24-26	No School - Thanksgiving Vacation
Dec 20-Jan 3	No School - Winter Break
Jan 4	School Resumes
Jan 17	No School - Martin Luther King, Jr. Day
Jan 27	End of 2nd Quarter
Jan 28	No School for Students/ Records Day
Feb 18-21	No School - Winter Break
Apr 1	End of 3rd Quarter ½ Day
Apr 4 – 8	No School - Spring Break
Apr 11	School Resumes
Apr 15	No School - Good Friday
May 30	No School - Memorial Day
Jun 17	Last Day of School/ 1/2 Day

Appendix F

\$10,000.00	Dean of Students, Pending Building-Determined Need
\$3,000.00	Instructional Coach/Assessment Coordinator K-8, If staffed, grant funded positions
\$5,000.00	Department Leader 6-12
\$6,800.00	Activities Sponsor
\$2,000.00	Assessment EHS (EVA \$600)

Compensation for positions above rolled into contracts for annual work; annual year-end evaluation to be completed; Union leadership and Administration shall review position descriptions.

\$3,000.00	Counselors, EHS Yearbook, EHS Robotics
\$2,750.00	Class Sponsor, NHS, Drama (per production 1 per semester half payment), Band (per 1 concert per semester half payments)
\$2,500.00	Forensics, EMS Robotics, EMS NJHS, 3-5 Patrol
\$2,000.00	Student Council 6-8, MS Yearbook, Drama Coach
\$500.00	Visual Arts (1 art show per semester half payments 3-12)
\$960.00	Mentor Teacher 24 hours full year (EOY)

Compensation for positions above paid at the conclusion of activity semester 1 and semester 2 based on successful completion of the program.

Appendix G

NON-ATHLETIC: HIGH SCHOOL	Percentage of Salary
Activities Sponsor	10.0
Band Director	9.0
Drama Coach	8.0
Vocal Music	6.0
Counselors	5.0
Forensics Coach	4.5
Debate Coach	4.5
Class Advisor-FR/SP/JR**	4.0
Newspaper	3.5
Yearbook (beg. 2008-09)	6.0
National Honor Society	3.0
Health Occupations Students pf America	3.0
Visual Arts	1.0

NON-ATHLETIC: MIDDLE SCHOOL & ELEMENTARY

Band Director	7.0
Counselors	5.0
Vocal Music	4.0
Drama Coach*	4.0
Student Council Middle School	3.0
Elementary Safety Patrol	3.0
Elementary Service Squad	3.0
Elementary Music (per performance)*	1.0
Middle School Yearbook* (beg 2008-09)	2.0
Visual Arts	1.0
Elementary Book Fair	1.0

*These supplemental will be paid at the conclusion of the activity

**Class advisors will follow the class through freshman, sophomore, and junior years. The Advisor after completion of the three-year cycle will begin a new three-year cycle with the next freshman class. The Student Activities Sponsor will advise the 12th grade.

Appendix H

Approved supplemental activities, not included in Appendix G, shall be paid at the hourly rate. Bargaining unit members interested in sponsoring a club or activity should submit their activity and projected cost to the building principal or designated building administrator.

The building administrator will forward the proposal, with or without recommendation, to the District Activities Committee. Application approved by the committee will be paid at the hourly rate. Decisions made by the committee will be based on program merit and available funds.