

A G R E E M E N T

between

HEMLOCK PUBLIC SCHOOLS
BOARD OF EDUCATION

and

HEMLOCK FEDERATION OF TEACHERS

2010-11

TABLE OF CONTENTS

Article I Recognition 1

II Federation Dues/Fees & Payroll Deductions 2

III Financial Responsibility 3

IV Grievance Procedure 4

V Board Rights & Responsibilities 8

VI Federation Rights & Responsibilities 10

VII Teacher Rights & Responsibilities 11

VIII Teacher Evaluation 13

IX Disciplinary Support & Protection of Teachers .. 14

X Reduction, Recall & Seniority 16

XI Leaves of Absence 18

XII Sick Leave 20

XIII Other Authorized Absence from Duty 23

XIV Assignment & Transfer 24

XV Medical Examination 25

XVI Teaching Conditions 26

XVII Substitute Services for Teachers 29

XVIII No Strike Clause 30

XIX Retirement 31

XX Professional Compensation 32

XXI Insurance Benefits 34

XXII Salary Provisions 36

XXIII Termination 39

TABLE OF CONTENTS (continued)

Appendix A	2010-11 Salary Schedule	A-1
B	Special Assignments - 2010-11 Athletics	B-1, 2
C	Special Assignments - 2010-11 Other	C-1
D	Dental & Vision Schedule	D-1, 2
E	Grievance Form	E-1
F	Memorandum of Understanding	F-1
	Memorandums of Understanding	F-2
G	Letter of Understanding	G-1
	Letter of Agreement	G-2
	Letter of Agreement	G-3
	Letter of Agreement	G-4
	Letter of Agreement	G-5

A G R E E M E N T

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Hemlock Federation of Teachers, Local #3509, AFT, MFT, AFL-CIO, as the sole and exclusive bargaining representative, as defined in Section II of Act 379 of the Public Acts of 1965, as certified in Case No. R75 C-135.

All classroom teachers, including probationary teachers, school librarians, counselors, all extra-curricular personnel, and any other regular teaching day or state certified educational employees, but excluding executive, supervisory and administrative personnel, office and clerical employees, cooks, bus drivers, teachers' aides, custodians, adult education, community school and all other employees not included herein.

B. The term teacher when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as defined above, and references to male teachers shall include female teachers.

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

D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Federation.

E. This Agreement preempts any policies of the Board which are in conflict with its written provisions.

F. If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or of the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.

G. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in questions immediately.

ARTICLE II
FEDERATION DUES/FEES & PAYROLL DEDUCTION

A. The Board agrees that it shall provide payroll deduction for the purpose of payment of Federation Dues and Assessments and/or Service Fees of the members of the bargaining unit.

B. The Federation shall present the Board with a certified checkoff list along with proper authorization for checkoff and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may constitute any illegal deduction.

C. The Federation shall indemnify the Board and hold it harmless against any loss of claims for damages resulting from the payment to the Federation of any sums deducted under this Article and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Federation shall intervene and defend against such action or claim, subject however to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Federation after consultation with the Board has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
3. The Federation shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE III
FINANCIAL RESPONSIBILITY

A. It is recognized that because of religious convictions or otherwise, some teachers may object to joining any organization engaged in collective bargaining. It is also recognized that the proper negotiation and implementation of collective bargaining agreements entail expense to the Federation. Furthermore, it is recognized that this expense shall be shared by all members of the bargaining unit that enjoy its benefits and security.

B. Any teacher who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Federation in an amount equivalent to the dues and assessment of the Hemlock Federation of Teachers, Local #3509, AFT, MFT, AFL-CIO, provided however, that the teacher may authorize payroll deduction, as provided in this Agreement.

C. In the event that a teacher shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board shall, at the request of the Federation, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is reasonable and just cause for discharge from employment.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definition: Any claim by a teacher of the Federation there has been a violation, misinterpretation, or inequitable application of the specific terms or provisions of this Agreement, or a complaint concerning disciplinary action which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth herein. Any complaint subject to the procedures of the Teacher Tenure Act shall not be the basis of any grievances filed under the procedure outlined in this Article.

B. Procedure for Handling:

1. The teacher who feels that he has a grievance should first take the matter up with the principal of the school, who will attempt to resolve it with him.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing [within ten (10) working days following the act or condition which is the basis of the grievance] specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks as per the Grievance Form in Appendix I.
3. Within five (5) working days of receipt of the written grievance, the principal shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by the Federation representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
4. Within five (5) working days after such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.
5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.
6. If the Federation does not accept the principal's written answer, the grievance may be appealed to the superintendent of schools by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the superintendent or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
8. Within ten (10) working days after the conference, or longer if mutually agreed to, the superintendent or his designated representative shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the superintendent's written decision.
10. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three arbitrators as follows:
 - a. Within the thirty (30) days referred to above (Step 9), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated and designating one (1) arbitrator selected by it.
 - b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.
 - c. The parties may waive the three member panel by mutual agreement.
 - d. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to submit a panel in accordance with their rules.
11. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.

12. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority, nor shall it consider its function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, de-tracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in what is in effect a modification (whether by addition or detracting) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision merely because in its opinion such a decision is fair or equitable or because in its opinion it is unfair or inequitable.

13. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.

C. Any teacher who is a member of the bargaining unit covered under this Agreement, or any group of such teachers or the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article.

D. Any teacher or group of teachers may be represented at any level of the grievance procedure by a designated representative of the Federation.

E. The primary purpose of this grievance procedure is to secure equitable solution at the closest supervisor level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.

F. The terms "days" in this article shall mean calendar days except where otherwise indicated.

G. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may however, mutually agree to extend the time limits at any step.

H. Nothing contained herein shall be construed as limiting the right of any teacher to discuss the matter informally with his principal as described in Level One of the grievance procedure.

I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.

J. A grievance may be withdrawn by mutual agreement at any level without prejudice.

K. Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.

L. In processing grievances, released time will be granted upon mutual consent by the aggrieved person, Federation and superintendent, or if so required, by the arbitrator. Such released time shall be without loss of pay or penalty.

ARTICLE V
BOARD RIGHTS & RESPONSIBILITIES

A. The Federation recognizes that the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

B. The Federation further recognizes that the exercise by the Board of the foregoing rights, power, authority, duties and responsibilities shall be limited by the provisions of this agreement and this only to the extent permitted by the law and Constitution of the State of Michigan and the United States.

C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices will not be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

D. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights conferred by Act 379; that it will not directly discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment because of his membership in the Federation, or collective professional obligations with the Board, his participation in any activity of the Federation, not in conflict with this Agreement, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

E. The Board agrees to furnish the Federation, upon request, information concerning the financial resources of the district, including, but not limited, to annual financial budgets or reports, register of bargaining unit personnel, county allocation budgets, agenda and minutes of all Board meetings (but not executive sessions, except to the extent they pertain to programs, grievances, negotiations or discussions in which the Federation is involved), membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.

F. The Board and Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all new teachers. All available resources including principal, assistant principal, administrative assistants, as well as the experienced and diverse abilities of all teachers should be utilized to help orient the new teacher.

G. The Board agrees that it shall be a violation of this Agreement for the Board and Federation to limit, segregate, or classify any employee which in any way deprives, or tends to deprive any teacher of employment opportunities or otherwise adversely affects their status as an employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Board from establishing a reasonable and equitable retirement policy for its employees.

ARTICLE VI
FEDERATION RIGHTS & RESPONSIBILITIES

A. First time teachers in the district shall be scheduled to attend two days for orientation before regular staff reports for work.

B. The Federation shall be allotted the minimum of two (2) consecutive hours on the first day of the normal school year when students are not in attendance for the purpose of discussing topics of mutual interest to the Federation. This time shall be scheduled during the normal working hours.

C. The Federation shall have right to use the school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:

1. Request is made and use arranged for in advance.
2. The use is strictly to service the legitimate purpose of the Federation, such as duplication of records, notices, correspondence.
3. The purpose is for the internal business of the Federation and is not for public distribution.

D. The Federation shall have the exclusive right over any other teacher organization to post notices of its activities and matters of Federation concern on Federation bulletin boards, one of which shall be provided in each school building.

E. The Federation shall have the exclusive right over any other teacher organization to use interschool mail service and teacher mail boxes for communications to its members provided distribution of Federation mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.

ARTICLE VII
TEACHER RIGHTS & RESPONSIBILITIES

A. Building keys shall be allocated to teachers upon written request and in accordance with the following procedure:

1. Requests will be made in writing stating the reason and length of time required to possess key.
2. Keys shall be returned at the end of use or after length of time in original request has expired.
3. No duplicate of the key shall be made by any teacher.

B. Copies, exclusively for the use of teachers, of all texts used in each course shall be furnished by the Board.

C. Teachers will participate in the selection of books.

D. Teachers shall have the right to confer with parents during school hours for regular scheduled Parent-Teacher Conferences in a private room or area without the presence and beyond the hearing of other teachers or students. Any administrator desiring to attend a particular conference will first inform the teacher involved.

1. The federation shall have the right in each school to form a committee for the purpose of making proposals to the Principal regarding the implementation of this Section.
2. After receiving written proposals, the Principal shall meet with the committee to discuss these proposals and attempt to reach a consensus regarding its implementation.
3. If the parties fail to agree on a method of implementation, the Principal shall make the final determination regarding the procedure for implementation, and shall forward such recommendation to the Superintendent of Schools.
4. The Superintendent of Schools will, when requested, scheduled a hearing with a committee prior to making a final decision on the implementation for the scheduling of Parent Teacher Conferences.

E. Teachers shall be entitled to perform their duties under fair, safe, healthful and equitable working conditions as regulated by the State and Federal Occupational Safety and Health Act. When such conditions do not prevail, the affected teacher(s) shall notify the building principal immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.

F. The personal lives of teachers are not within the appropriate concern of the Board nor are the religious or political activities of any teacher, or the lack thereof, grounds for any disciplinary action or discrimination, unless such activities prove to adversely affect the teachers efficiency or classroom performance.

G. Teachers shall have the right to review their personnel files after initial employment and to have a representative of the Federation accompany them in such review.

H. Records of unsatisfactory performance or otherwise which may lead to disciplinary action must be specific in content, signed by the contributor, and a copy furnished to the employee.

I. A teacher shall have the right to recommend the removal of material from his personnel file that is in error. Provided cause is shown, the materials will either be corrected or expunged from the file.

J. No tenured teacher shall be disciplined by written warning, reprimand, docking or unexcused absences unless there is just cause.

K. Any complaint deemed not serious enough to be promptly called to the attention of the teacher cannot, at a later date, be used as the basis of any disciplinary action.

L. Those teachers who are given unusual responsibilities or difficult situations in which to teach such as assignments outside a teacher's area of preparation, large number of students with learning or behavior problems, large classes and poorly equipped teaching environment, will not be expected to meet the same expectations as other teachers.

M. No teacher will be disciplined for failing to follow any rule, regulation, or order unless such rule, regulation or order has been applied uniformly with all employees.

N. Probationary teachers may not file a grievance protesting the decision or recommendation of the administrator except:

1. To the extent that he was denied the procedural process for evaluation under the article "Teacher Evaluation" or;
2. He was not given adequate direction for improvement of stated deficiencies and the consequence of failure to follow such directive, or;
3. He was not given a reasonable opportunity to comply with the directives, or;
4. The Board acted arbitrarily, capriciously or whimsically.

ARTICLE VIII
TEACHER EVALUATION

A. All teachers upon employment and at the beginning of each school year will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

B. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least once during the first semester and once during the second semester providing that said observations shall not interfere with the normal teacher-learning process.

C. Tenured teachers will be observed for the purpose of evaluation at least once every three (3) years.

D. Evaluations will be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work.

E. All monitoring or observation of the work of a teacher will be conducted openly and with the full and complete knowledge of the teacher. The use of electronic devices or similar surveillance devices shall be strictly prohibited.

F. A written evaluation will be executed within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher and personal conference will be held between the teacher and the evaluator within six (6) days of the observation.

G. In the event a tenured teacher disagrees with the evaluation, he will be permitted to enter a written rebuttal to be attached to the evaluation and/or submit his complaint through the written grievance procedure.

H. All evaluations must indicate the evaluator's observation of the teacher's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted the evaluator must indicate the specific way in which the teacher is to improve and what assistance will be provided by administration. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies.

ARTICLE IX
DISCIPLINARY SUPPORT & PROTECTION OF TEACHERS

A. The Board of Education recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for emotionally disturbed students, nor to be charged with the responsibility of psychotherapy. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teachers of his rights and obligations with respect to the assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student and may administer corporal punishment in accordance with the statutes of the State of Michigan and school policies.

D. No student grades will be altered unless the teacher has been consulted. Whenever a grade or decision to pass or retain a student is changed against the advice of the teacher(s), the administrator shall state in writing to the teacher(s) the reasons for such change and a copy sent to the superintendent. In cases appealed by the teacher under provisions of this article, the teacher shall state in writing supporting evidence for his position on the case appealed.

E. A consistent and reasonable disciplinary policy shall be established in writing within each school building after consultation between the staff and building principal. The building principal shall review the building discipline policy with the building staff at the initial staff meeting each year. All building discipline policies shall minimally include procedures for the exclusion of students from the classroom when the seriousness of the offense or persistence of misbehavior disrupts the educational process and conditions for readmission of excluded students. Final approval shall be required by the Board of Education.

) F. Initial application of sound classroom management regarding behavior problems rests with the classroom teacher. The Board and the Federation agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the immediate support of administration who shall give the teacher effective and consistent support in each case, in accordance with the written disciplinary policy.

G. The Board and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided all teachers.

ARTICLE X
REDUCTION, RECALL and SENIORITY PERSONNEL

A. In the event that it becomes necessary to lay off personnel, the Board will not lay off teachers with valid contracts during the school year. Reductions will be formally implemented in the start of the new school year and the order of reduction shall be as follows:

1. Probationary teachers according to the following:
 - a. teaching certification and endorsement
 - b. qualifications
 - c. seniority

2. Tenured teachers according to the following:
 - a. certification and endorsement
 - b. qualifications
 - c. seniority

B. Seniority is defined as the length of service within the school district as of the teacher's first working day. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a place and time which will allow all affected teachers to attend.

C. It is agreed between the Hemlock Federation of Teachers and the Hemlock Board of Education that in order to determine seniority for employees the following conditions will be applied:

1. Credit on the seniority list will be given for only those years of active employment in the Hemlock Public School District.

2. The seniority list would be arranged according to the total time of active employment accumulated by bargaining unit members.

3. Half days are considered as half years of employment (based on social security and retirement).

4. Teachers on lay off would not receive credit for a year of active employment (exception: four teachers reinstated through arbitration 1977-78).

5. Internship is not considered active employment for the Hemlock Public School District.

6. Employees that had a leave of absence at any time during their employment would not receive seniority credit for the length of time on leave except for an approved sick leave not to exceed one (1) year.

7. A leave of absence is defined as one approved by the Board of Education.

D. If, for any reason, the Board anticipates a reduction in staff for the following year, it shall confer with the Federation to discuss the implications of said reduction.

E. Any teacher on lay off shall be recalled in inverse order of lay off provided he is certified and qualified for the available position.

F. Recall of personnel shall be in writing and sent by registered or certified mail to said teacher(s). It is the responsibility of the teacher(s) to keep the Board informed of his current address.

G. Teachers laid off may, subject to the terms of the insurance carrier, continue the insurance payments at the group premium rate by paying the premiums directly to the school.

H. Any teacher placed on lay off shall not remain on the lay off list any longer than six (6) years.

ARTICLE XI
LEAVES OF ABSENCE

A. Procedures:

1. Leaves of absence may be authorized by the Board of Education upon the recommendation of the superintendent.
2. No leave of absence shall be granted for a period longer than one (1) year except by specific action of the Board of Education.
3. Written application for such leave shall be made by the faculty person, addressed to the superintendent of schools, who shall upon receipt of same, make such investigation as may be necessary to determine to the best of his ability if the granting of such leave would serve not only the interests of the faculty person, but also of the school district.
4. Such leave of absence shall be without compensation from this school district, except as may be determined other-wise by the Board of Education.
5. Leave of absence may be denied or abrogated by the Board of Education upon evidence of violation of the Agreement.
6. It is agreed that an individual returning from a leave of one year or less shall be guaranteed a position in the Hemlock Public School District, provided they have the necessary seniority. Application to return from a leave of absence shall be filed with the Superintendent of Schools no later than March 15 preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
7. No guarantee will be made to persons granted leaves that they will be reinstated in the original position, but assurance will be made that they will be granted first consideration for a comparable or the same position as was held when leave was granted.
8. In computing service to determine the faculty person's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the school district, except that the superintendent of schools may, at his discretion, allow part or all of such time for the following leaves:

- a. Professional study
- b. Temporary teaching assignments outside the district
- c. Travel

B. Types of Leaves of Absence:

1. Health and Hardship Leave

- a. Faculty personnel may be granted a leave of absence because of personal illness, accident, or other grave emergency, and for rest and recuperation.
- b. Whenever a leave of absence is granted as Described, the faculty person shall give acceptable medical evidence of recovered health, or such other evidence as may be required by the superintendent, before being permitted to return to his duties in this school system.

2. Professional Study

Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon written request, may be granted, without pay, a leave of absence for one year for professional study, provided such leave does not in any way impair the program of the school.

3. Travel

Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon written request, may be granted, without pay, a leave of absence for travel provided such leave does not in any way impair the program of the school.

4. Emergency

An annual total of three (3) days shall be granted upon approval of the superintendent.

5. Military Leave

A military leave shall be granted to the teacher who shall be inducted or ordered to active duty in the armed forces of the United States. (This does not apply to volunteer enlistment.) Upon return from such leave, said teacher shall be placed at the same place on the district during such period. Such leave shall be for the duration of the emergency or conflict.

6. Child Rearing

The Board of Education shall grant a leave of absence for child rearing, without pay, upon receipt of satisfactory professional recommendations (physician, psychologist, social worker, etc.) that the refusal of such leave would adversely affect the child's health or well being. There shall be no credit in the salary schedule for the period of such leave.

ARTILE XII
SICK LEAVE

A. General Provisions

1. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect faculty personnel and pupils when faculty personnel become ill.
2. Faculty personnel shall be credited with twelve (12) days of sick leave on the opening day of school each year, and any sick leave days not used in one year shall be accumulated to a total of one hundred (100) days.

If the employee begins the school year with 100 accumulated sick days, then any sick days used during the year will be deducted from the total of 112 days and not 100 days.

3. Any teacher having exceeded his accumulated sick leave days may request additional days from the superintendent.
4. Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of faculty personnel from such leave.
5. Faculty personnel who terminate employment with the school district shall forfeit all of their unused days of sick leave and days so forfeited shall not be restored if the faculty member should later re-enter the service of the school district.
6. Absence from duty for the following reasons shall be considered sick leave deductible from the accumulative sick leave:

a. Personal Illness

1. For absence resulting from personal illness or injury (including disability caused by pregnancy or related complications) and not exceeding two (2) consecutive days, approval of the principal shall suffice.

2. Satisfactory medical affidavit to the effect that the absence was caused by illness may be requested for illness of more than two (2) days.

3. Faculty personnel who have been absent because of personal illness for more than two (2) weeks before returning to duty may be required to submit satisfactory medical evidence of ability to perform their duties. This evidence may be either a signed statement from their personal physician or a signed statement by a physician designated by the superintendent.
 - b. Quarantine
In case of quarantine because of exposure to contagious disease which could be communicated to other personnel or pupils, the approval of a physician must be presented for the entire period of absence.
 - c. Death in the Immediate Family:
 1. Faculty personnel shall be allowed five (5) days of absence and any additional days approved by the superintendent, without loss of pay in the event of death of a member of the immediate family. (Immediate family shall include mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law. This will also include any relative who is a permanent resident in the employee's home.)
 2. Faculty personnel shall be allowed one (1) day of absence and any additional days approved by the superintendent without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or the spouse of his child.
 - d. Emergency Days
For unforeseen emergencies or events not covered in this Article, a faculty member may be granted leave days, deductible from their accumulated leave, by the administration.
 - e. Worker's Compensations
An individual who is injured and drawing Worker's Compensation shall have his sick leave deduction prorated, not to exceed his daily rate of pay.
7. A teacher who is absent from duty as the result of personal injury caused by an accident, disease, or assault upon him arising out of, and in the cause of, his employment, may have the option of drawing Worker's Compensation solely, or Worker's Compensation plus sick

leave (payment not to exceed his regular daily rate). In the event he chooses the latter, the days sick leave drawn will be chargeable to his sick leave accumulation.

8. Illness in the Household

Accumulated Sick Days may be used to care for family members in the immediate family.

- a. The immediate family shall be defined as spouse, son, daughter, parent, and grandparents. This will include any person who is permanent resident in the employee's household.
- b. Exceptions may be granted by the superintendent.

ARTICLE XIII
OTHER AUTHORIZED ABSENCES FROM DUTY

A. Death of Faculty Personnel

1. At the discretion of the superintendent, the school shall be closed in the case of the death of faculty personnel.
2. Other members of the faculty may be allowed to attend the funeral services if satisfactory arrangements can be made to discharge their teaching responsibilities and if such absence is approved by the principal.
3. The principal shall be responsible for all matters concerning the school in connection with the death of a faculty personnel, including student collections, memorials, remembrances, flower arrangements, and the disposition of personal effects.

B. Personal Leave Days

Each teacher shall be entitled each year during his regular employment period to be absent without loss of pay or other benefits from scheduled work for two (2) days in increments of full or half days only. A teacher planning to use a personal leave day shall notify his building principal in writing four (4) days in advance. Teachers shall not be asked to explain the reason for any request for a personal leave day except for a day immediately before and after a holiday or vacation period in which event reasonable restrictions may be imposed. Any unused personal days shall be credited to the accumulated days of sick leave for the following years.

C. Jury Duty

Faculty personnel shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay except that any compensation for such jury duty shall be deducted from his regular salary payment.

D. Subpoena

Faculty personnel shall not be charged for any absence when subpoenaed to appear in court as a result of the teacher performing their assigned duties.

E. Other Absences

Absence from duty shall be authorized by the building principal except in those instances where the Board of Education policy or administrative regulations expressly reserve this authority to the superintendent.

ARTICLE XIV
ASSIGNMENT & TRANSFER

A. Teachers shall teach within the scope of their teaching certificates, such as their major and minor as provided by the Michigan department of Education, except for emergencies. In the event of such emergencies, the Federation will be notified by the administration.

B. All teachers will be given notice of their schedules and/or assignments for the next year not later than the last scheduled day of school in June. If the proposed assignment is altered while school is in summer recess, the affected teachers will be consulted and/or notified by certified mail.

C. Assignment of individual teachers to class schedules within a building is the responsibility of the building administrator. In making the assignments, the building administrator shall base his assignments on the following criteria:

1. Certification
2. Preparation
3. Experience in level or subject area

D. Where qualifications such as ability, experience, preparation are equal, the teacher with the highest seniority will be given the first choice of assignment.

E. Transfer requests for another building shall be evaluated in light of the individual academic qualifications, certification and preparation required for the assignment. Transfer requests shall be made on the basis of seniority and qualifications in the academic program of the school district. Where qualifications in the academic program are equal, the teacher with the highest seniority will be given the first choice of assignment.

F. Whenever a vacancy occurs in the Hemlock Public School system during the school year, such position will be posted in each school building for a minimum of five (5) days. During the months of June, July and August, all teachers will receive written notification placed in their pay envelopes. Those teachers who do not receive summer pay will also receive summer job notification by mail.

G. All teachers will be given first consideration for all open positions within the bargaining unit.

ARTICLE XV
MEDICAL EXAMINATION

The Board of Education requires, by law, evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter for all personnel employed by the Board. All teachers will present such evidence within a reasonable time when requested by the Board.

ARTICLE XVI
TEACHING CONDITIONS

A. Teachers' day shall conclude only after students leave their rooms.

B. Any teacher shall make arrangements with his immediate supervisor to leave early during the school day.

C. Each teacher shall be required to participate in staff meetings which will be limited to ten (10) per school year except in case of emergency and excluding pre-school conferences. In no case shall a meeting last longer than one and one-half hours. Each teacher recognizes attendance as an obligation of his employment and shall attend unless excused by the building principal.

D. Teachers teaching in more than one building shall be required to attend meetings scheduled in the building in which the majority of their teaching time is spent, unless otherwise directed by that building principal. In no case shall that teacher be required to attend more than the specified number of meetings.

E. Absence of up to a half day (until 12:00 noon for secondary teachers and before the start of the afternoon session for elementary teachers) caused by accidents, weather conditions or other acts of God, making transportation extremely hazardous in the opinion of the Board, taking age, sex, health and locality into consideration, will be excused and not treated as deduction from his sick leave credits or pay, provided the teacher has notified his building principal as soon as possible.

F. It is understood that Public Act 239 of 1984, as amended, does not require student make up of the first two "Act of God" days called during any school year, and the Board shall not require the teachers to do so. It is understood that the teachers shall not lose any compensation for the first two "Act of God" days called during any school year. Any "Act of God" student make up days over and above these two days during any school year shall be made up with no additional compensation. If Public Act 239 of 1984, as amended, is changed, the parties agree to negotiate new language to this agreement.

G. In the event of a delayed start day for students, all teachers will report at the delayed start time as reported by local T.V. and radio stations.

H. When special area teachers in music and physical education are instructing a class in grades K-6, that class's regular teacher shall be free from duty as a preparation period, provided it is a single class. When there is more than one class being instructed at any one time, the affected teachers will develop a rotation schedule to assist with the supervision of the classes unless waived by the building principal.

I. The instructional organization of the school will be determined by the building principal in consultation with the staff.

J. The Board shall provide a copy of the Agreement between the Hemlock Federation of Teachers and the Hemlock Public Schools for each teacher after the contract has been ratified and signed by both parties.

K. The Board agrees to develop in each building a specific procedure to be implemented during the absence of a building principal to insure the continued operation of the school. The building principal shall review this procedure with staff at the beginning of the school year.

L. The Board agrees to develop in each building a specific policy for the ordering of supplies and equipment in consultation with its staff. Consideration will be given to the following areas:

1. Deadline for submission of requests
2. Verification of order
3. Notification of availability or non-availability of ordered items.
4. Requests of materials in order of priority
5. See memorandum of understanding

The parties agree that only the failure to implement such a procedure will be grievable.

M. K-5 teachers shall receive regular daily preparation time in blocks of no less than 30 minutes which when added to other blocks of time will add up to a minimum weekly average of 45 minutes per teacher per day. Recess time in grades K-5 shall be twenty (20) minute block of time to be scheduled between the teacher and the principal.

N. Each day, preparation periods in grades 6-12 will be equivalent to an uninterrupted period of time equivalent to one (1) class period.

O. Teachers in all buildings shall be guaranteed a thirty (30) minute duty free lunch period each day.

)

P. Teachers shall not be required to exceed seven (7) hours and eleven (11) minutes per day in a continuous block of time effective with the beginning of the 2006-2007 school year. Twenty (20) minutes of this time will be any combination of time spent before and/or after the student school day as agreed to between the teacher and administrator

Q. Every effort will be made to schedule IEPCs during the regular school day.

R. The official school calendar will state the number of teacher work days and is a decision of the Board

ARTICLE XVII
SUBSTITUTE SERVICE FOR TEACHERS

A. The district will maintain a list of substitute teachers to be utilized by the administration when a teacher is absent from his assignment.

B. Substitutes will be provided for absent special area teachers if available (music, band, physical education, shop, etc.).

C. Substitute degree teachers shall receive sixty (66) dollars per day.

D. Normally, regular/special education teaching staff will not be utilized as substitutes. Teaching staff are not required to substitute on their prep time nor are they required to take someone else's class into theirs, thus doubling up. Substituting for another staff member should be voluntary and the teacher subbing will be compensated at the daily hourly rate of a substitute teacher.

**ARTICLE XVIII
NO STRIKE CLAUSE**

The Federation and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XIX
RETIREMENT

A. Teachers who reach the age of fifty-five (55) are eligible to retire under the Michigan Retirement Law and will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

B. Upon retirement each teacher shall be eligible to continue the payments of all insurance policies of the current contract at group rates subject to the terms of the carrier and at the teacher's expense.

ARTICLE XX
PROFESSIONAL COMPENSATION

A. Annual salaries shall be computed according to Appendix A, B, & C.

B. Wages shall be paid bi-weekly and at the time of payment the Board shall not be in arrears.

C. Teachers required to drive personal automobiles in the course of their employment shall be reimbursed at a rate equal to that received by public employees of the State of Michigan. Should the State of Michigan increase the rate of reimbursement during the course of the contract year, such increases would immediately be effective in all reimbursements made to teachers. School owned vehicles should be used when possible.

D. A teacher who is engaged during the school day in negotiating procedures in behalf of the Federation with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board of administration shall be released from regular duties without any pay loss or penalties.

E. A teacher, upon request, may be released from his regular duties without loss of pay to participate in workshops, programs, or conferences oriented solely to improving professional competency. Such time is subject, however, to the discretion of each principal as to scheduling feasibility. All teachers will make requests to attend these meetings on forms provided by the administration.

F. Payroll Procedures as Follows:

1. Payroll checks will be issued bi-weekly on Fridays with a maximum of twenty-six (26) paydays per contract year to all teachers except as elsewhere provided. The Board further agrees to provide 27 pay periods to all its teachers during the years that 26 pays does not provide for a paycheck every 2 weeks. (This situation occurs about once every 7 years). For the 2006-07 and 2007-08 school years there will be 27 pays each year.
2. Upon written application filed no later than September 15, any teacher may request that full payment of salary be made during the last pay period in June.
3. Upon written application filed no later than April 1 (no exceptions), any teacher may request that full payment of salary be made during the last pay period in June if sufficient funds are available. Final approval for payment will remain with the superintendent.

4. Upon request by a teacher prior to the first payroll, a teacher may elect to have his pay issued over the actual months of active employment.
5. All authorizations for payroll deductions will be made on one form and shall be available for:
 - a. Federation dues
 - b. Saginaw County Employees Credit Union
 - c. Tax sheltered or deferred annuities
6. Any teacher who is terminating his service pay prior to the end of his contractual period, upon written application filed no later than ten (10) days prior to his termination date, may request total payment of his salary due. Such payment shall be made on the first regular pay date following the termination date.
7. All teachers who are hired for less than full time shall receive all salary and other benefits on a prorated basis.

ARTICLE XXI
INSURANCE BENEFITS

A. The Board will provide the Blue Cross/Blue Shield Community Blue PPO 15/20, with a wrap plan as detailed in the included grids or equivalent.

B. The Board agrees to provide the Blue Cross/Blue Shield Prescription plan as detailed in the included grid for 2010-11. The Board agrees to pay for the Smoking Cessation Patch.

C. The Board agrees to provide a Dental Care Insurance plan as detailed in the included grid for 2010-11.

D. The Board further agrees to provide Basic Term Life Insurance in the amount of \$30,000, Basic Term AD&D in the amount of \$30,000, Seat Belt/Airbag benefit in the amount of \$5,000, to all teachers, without cost or limitation.

E. The Board further agrees to provide, without cost or limitation, to all teachers a long-term disability program with benefits payable to full retirement according to the ADEA rules and regulations. Benefits shall commence after the expiration of the forty (40) scheduled work days waiting period, and are payable for each regularly scheduled work day on which the insured is disabled during a period of continuous disability and prior to the expiration of the contract year. Accrued sick days in excess of forty (40) days shall remain in the employee's sick bank. The amount of benefit payable for each day of disability is 70% during the first school contract year. If an employee is disabled beyond the end of the school or contract year, then the program will provide continued insurance benefit payments on a long term disability basis. Insurance coverage following the end of the school or contract year is at the LTD rate specified of the employee's monthly earnings to a maximum benefit of \$3,000 per month.

F. A Group Vision Care Insurance Plan shall be offered to all employees and their families as detailed in the included grids.

G. The Board further agrees to make payment of all insurance benefit premiums described above for all persons who complete their contractual obligation in order to assure insurance coverage over the months of June, July and August, even though the teacher may not be returning the next school year.

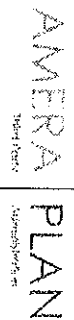
H. The Board agrees to provide, without cost or limitation, to all teachers dependent coverage for the 19-25 year age group provided they meet the requirements of the carrier. This applies to all participants in the health, dental and vision programs.

I. The parties agree to abide by underwriting rules and regulations established by the insuring carriers noted above.

J. The Board agrees to pay each full time staff member that chooses not to take the school insurance plan a stipend in the form of an annuity or IRA, as chosen by the staff member. The staff member must have full proof of insurance from their spouse's provider in order to qualify for the stipend of \$2,000 per contract year. The stipend will be paid at the conclusion of each contract year. If the staff member wishes to have a cash payment in lieu of an annuity or IRA the amount of \$1,520 would be paid at the conclusion of each contract year.

K. Any savings from the budgeted amount will be added to the general fund.

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



IN NETWORK!

IN NETWORK!

IN NETWORK!

Blue Cross Blue Shield
 Community Blue PPO Plan 15/20%
 Blue Cross Blue Shield Pays

HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan
 Employee's Portion

HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan
 Employer Pays

***Deductible, Copays and Dollar Maximums**

Deductible	\$2500 per member, \$ 5000 per family per calendar year	\$250 per member, \$500 per family per calendar year	\$2250 per member, \$ 4500 per family per calendar year
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Copays

Fixed Dollar Copays	\$ 40 for office visits and \$ 250 for emergency room visits	\$25 for office visit; \$25 for chiropractic visit; \$150 for emergency room visits; \$0 for accidental injuries	\$15 for office visit; copay; \$15 for chiropractic visits; \$100 for emergency room visits
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Percent Copays (waived if service is performed in a PPO physician's office)	80% for general services 80% for mental health and substance abuse 50% private duty nursing	0% for general services, based on classification 0% for mental health and substance abuse care 0% for private duty nursing	20% for general services, based on classification 20% for mental health and substance abuse 50% private duty nursing
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Copays Dollar Maximums

Fixed Dollar Copays	None	None	None
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Percent Copays- excludes mental health care, substance abuse care and private duty nursing copays	\$ 2500 per member, \$ 5000 family per calendar year	None	\$ 2500 per member, \$ 5000 family per calendar year
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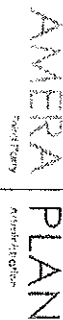
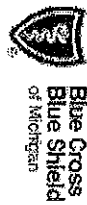
For groups of 51 or more employees (including seasonal and part-time) that are subject to the MHP law, copays for mental health and substance abuse treatment are subject to a separate copay maximum	\$ 2500 per member, \$ 5000 family per calendar year	None	\$ 2500 per member, \$ 5000 family per calendar year
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Dollar Maximums	\$ 5 million lifetime per member for all covered services and as noted above for individual services	\$ 5 million lifetime per member for all covered services and as noted above for individual services	None
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Prescriptions through BCBSM Retail	Generic: \$10 Preferred Brand: \$40 Non-Preferred Brand: \$80	Generic: \$10 Preferred Brand: \$40 Non-Preferred Brand: up to \$50	Generic: \$0 Preferred Brand: \$0 Non-Preferred Brand: up to \$30
Prescriptions through BCBSM Mail Order or 90-day Retail	Generic: \$20 Preferred Brand: \$80 Non-Preferred Brand: \$160	Generic: \$20 Preferred Brand: \$80 Non-Preferred Brand: up to \$100	Generic: \$0 Preferred Brand: \$0 Non-Preferred Brand: up to \$60

This benefit outline is intended for use only as a reference. Official benefits, conditions, exclusions, and limitations are documented in the BCBSM certificates and riders.

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



IN NETWORK!
 Blue Cross Blue Shield
 Community Blue PPO Plan 15/29%

IN NETWORK!
 HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan

IN NETWORK!
 AMERA PLAN
 A member of CIGNA

Preventive Services (\$1000 annual maximum per covered individual)

Health Maintenance Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Annual Gynecological Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Pap Smear Screening- Laboratory services only	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Well-Baby and Child Care	Covered- 100% * see benefits at a glance for age breakdowns	Covered- 100% * see benefits at a glance for age breakdowns	None
Immunizations	Covered- 100%, up through age 16	Covered- 100%, up through age 16	None
Fecal Occult Blood Screening	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Flexible Sigmoidoscopy Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Prostate Specific Antigen (PSA) Screening	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
*Age Breakdowns: 6 visits through 12 months; 6 visits, 13 months through 23 months; 2 visits, 24 months through 35 months; 2 visits, 36 months through 47 months; 1 visit per birth year; 48 months through age 15			

Mammography

Mammography Screening	Covered- 100%	Covered- 100%	None
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Physician Office Services

Office Visits	Covered- \$40 copay	\$25 copay	\$15 copay
Outpatient and Home Visits	Covered- 80% after deductible	Covered- 100% after deductible	* Reference Deductible and Coinsurance
Office Consultations	Covered- \$40 copay	\$25 copay	\$15 copay
Urgent Care Visits	Covered- \$40 copay	\$30 copay	\$10 copay

Emergency Medical Care

Hospital Emergency Room - waived if admitted or for accidental injury	Covered- \$250 copay	\$150 copay for medical emergency Covered- 100% for accidental injury	\$100 copay for medical emergency \$250 for accidental injury
Ambulance Services- medically necessary	Covered- 80% after deductible	Covered- 100% after deductible	* Reference Deductible and Coinsurance

Diagnostic Services

Laboratory and Pathology Tests	Covered- 80% after deductible	Covered- 100% after deductible	* Reference Deductible and Coinsurance
Diagnostic Tests and X-rays	Covered- 80% after deductible	Covered- 100% after deductible	* Reference Deductible and Coinsurance
Radiation Therapy	Covered- 80% after deductible	Covered- 100% after deductible	* Reference Deductible and Coinsurance

This benefit outline is intended for use only as a reference. Official benefits, conditions, exclusions, and limitations are documented in the BCBSM certificates and riders.

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



AMERA PLAN
 FROM BERNARD
 CORPORATION

IN NETWORK! Blue Cross Blue Shield Community Blue PPO Plan 45/20%
 IN NETWORK! HEMLOCK PUBLIC SCHOOLS Employee PPO Plan

IN NETWORK! Employee Subsidized Account

Maternity Services Provided by Physician

Pre-Natal and Post-Natal Care (includes care by a certified Nurse Midwife)	Covered- 100%	Covered - 100%	None
Delivery and Nursing Care (includes care by a certified Nurse Midwife)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

Hospital Care

Semi-Private room, Inpatient Physician Care, General Nursing care, Hospital Services and Supplies (unlimited days)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance plus \$5 private room allowance per day
Inpatient Consultations	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Chemotherapy	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

Alternatives to Hospital Care

Skilled Nursing (up to 120 days per calendar year)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Hospice Care	Covered- 100%	Covered- 100%	None
Home Health Care	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Home Infusion therapy-must be medically necessary	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

Surgical Services

Surger- Includes all related surgical services	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Presurgical Consultations	Covered- 100%	Covered- 100%	None
Colonoscopy	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Voluntary Sterilization	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

Human Organ Transplants

Specified Organ Transplants- in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1.800.242.3504) up to \$1 million maximum per transplant type	Covered- 100%	Covered- 100%	None
Bone Marrow- when coordinated through the BCBSM Human Organ Transplant Program (1.800.242.3504)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Specified oncology clinical trials	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Kidney, Cornea and Skin	Covered- 90% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

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Group : 48629
 Effective Date: 5-1-2010
 TEACHERS



IN NETWORK!

Blue Cross Blue Shield
 Community Blue PPO Plan 15/20%



IN NETWORK!

HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan

IN NETWORK!

AMERA PLAN
 Employee
 Subsidized Exchange

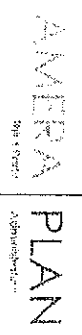
Mental Health Care and Substance Abuse

Inpatient Mental Health Care - unlimited days	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Inpatient Substance Abuse Care - unlimited days up to state dollar amount that is adjusted annually	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Outpatient Mental Health Care - unlimited visits	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Facility and Clinic	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Physician's Office	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Outpatient Substance Abuse Care - in approved facilities only. Up to state dollar amount that is adjusted annually	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance

Other Covered Services

Outpatient Diabetes Management Program (ODMP)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Allergy Testing and Therapy	Covered- 100%	Covered- 100%	None
Chiropractic Spinal Manipulation-up to 24 visits per calendar year	Covered- 100% after \$40 copay	Covered- 100% after \$25 copay	* \$15 copay
Outpatient Physical, Speech, and Occupational Therapy (facility and clinic) - up to 60 visits per calendar year combined)	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Durable Medical Equipment	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Prosthetic and Orthotic Appliances	Covered- 80% after deductible	Covered-100% after deductible	* Reference Deductible and Coinsurance
Private Duty Nursing	Covered- 50% after deductible	Covered-100% after deductible	* Reference Deductible only
Voluntary Abortion	Not Covered	Not Covered - Participant responsible for entire cost	None
Orthopedic Shoes (limited to 2 pairs per year) with special provision	Covered - 80% after deductible	Covered - 100%	* Reference Deductible and Coinsurance
Hearing Aid Rider Includes 1 Audiometric Exam, 1 Hearing Aide Evaluation, Ordering and Fitting of the Hearing Aide and 1 Hearing Aide and Conformity Test every 36 months)	Covered - 100%	Covered-100%	None

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



OUT OF NETWORK
 Blue Cross Blue Shield
 Community Blue PPO Plan 15/20%
 Blue Cross Blue Shield Pays

OUT OF NETWORK
 HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan
 Employer Pays

OUT OF NETWORK
 AMERA PLAN
 Employer Pays

*Deductible, Copays and Dollar Maximums			
Deductible	\$5000 per member, \$10000 per family per calendar year	\$500 per member, \$1000 per family per calendar year	\$4500 per member, \$9000 per family per calendar year

Copays			
Fixed Dollar Copays	Office Visits - 60% after deductible; Emergency Room Visits - \$250 copay	Office Visits - 60% after deductible; Emergency Room Visits - \$250 copay	*Reference Deductible and Coinsurance

Percent Copays (waived if service is performed in a PPO physician's office)	80% for general services 50% for mental health and substance abuse 50% private duty nursing	40% for general services, based on classification 40% for mental health and substance abuse care 50% for private duty nursing	None None None
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Copays Dollar Maximums	None	None	None
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Percent Copays - excludes mental health care, substance abuse care and private duty nursing copays	\$5000 per member, \$10000 family per calendar year	\$3000 per member, \$6000 family per calendar year	\$2000 per member, \$4000 family per calendar year
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For groups of 51 or more employees (including seasonal and part-time) that are subject to the MHP law, copays for mental health and substance abuse treatment are subject to a separate copay maximum	\$ 5000 per member, \$10000 family per calendar year	\$3000 per member, \$6000 family per calendar year	\$2000 per member, \$4000 family per calendar year
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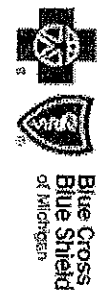
Dollar Maximums	\$ 5 million lifetime per member for all covered services and as noted above for individual services	\$ 5 million lifetime per member for all covered services and as noted above for individual services	None
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Prescriptions through BCBSM Retail	Generic: \$10 plus 25% of BCBSM approved amount Preferred Brand: \$40 plus 25% of BCBSM approved amount Non-Preferred Brand: \$80 plus 25% of BCBSM approved amount	Generic: \$10 plus 25% of BCBSM approved amount Preferred Brand: \$40 plus 25% of BCBSM approved amount Non-Preferred Brand: up to \$50 plus 25% of BCBSM approved amount	Generic: \$0 Preferred Brand: \$0 Non-Preferred Brand: up to \$30
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Prescriptions through BCBSM Mail Order or 90-day Retail	Generic: \$20 plus 25% of BCBSM approved amount Preferred Brand: \$80 plus 25% of BCBSM approved amount Non-Preferred Brand: \$160 plus 25% of BCBSM approved amount	Generic: \$20 plus 25% of BCBSM approved amount Preferred Brand: \$80 plus 25% of BCBSM approved amount Non-Preferred Brand: up to \$100 plus 25% of BCBSM approved amount	Generic: \$0 Preferred Brand: \$0 Non-Preferred Brand: up to \$60
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Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



OUT OF NETWORK

Blue Cross Blue Shield
 Community Blue PPO Plan 15/20%



OUT OF NETWORK

HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan

OUT OF NETWORK

AMERA PLAN
 The First American

Preventive Services (Not Covered)

Health Maintenance Exam	Not Covered	Not Covered	None
Annual Gynecological Exam	Not Covered	Not Covered	None
Pap Smear Screening- Laboratory services only	Not Covered	Not Covered	None
Well-Baby and Child Care	Not Covered	Not Covered	None
Immunizations	Not Covered	Not Covered	None
Facial Ocult Blood Screening	Not Covered	Not Covered	None
Flexible Sigmoidoscopy Exam	Not Covered	Not Covered	None
Prostate Specific Antigen (PSA) Screening	Not Covered	Not Covered	None

Mammography

Mammography Screening	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
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Physician Office Services

Office Visits	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Outpatient and Home Visits	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Office Consultations	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Urgent Care Visits	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

Emergency Medical Care

Hospital Emergency Room - waived if admitted or for accidental injury	Covered- \$250 copay	Covered- \$250 copay	None
Ambulance Services- medically necessary	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance

Diagnostic Services

Laboratory and Pathology Tests	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Diagnostic Tests and X-rays	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Radiation Therapy	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

This benefit outline is intended for use only as a reference. Official benefits, conditions, exclusions, and limitations are documented in the BCBSM certificates and riders.

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



AMERA PLAN
 2009 (2/29) | 4/1/2010-3/31/2011

OUT OF NETWORK

OUT OF NETWORK

OUT OF NETWORK

Blue Cross Blue Shield
 Community Blue PPO Plan (5/20/09)

HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan

EMPLOYEE
 SUSTAINED BENEFIT

Maternity Services Provided by Physician

Pre-Natal and Post-Natal Care (includes care by a certified Nurse Midwife)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Delivery and Nursing Care (includes care by a certified Nurse Midwife)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

Hospital Care

Semi-Private room, Inpatient Physician Care, General Nursing care, Hospital Services and Supplies (Unlimited days)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Inpatient Consultations	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Chemotherapy	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

Alternatives to Hospital Care

Skilled Nursing (up to 120 days per calendar year)	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance
Hospice Care	Covered- 100%	Covered- 100%	None
Home Health Care	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance
Home infusion therapy-must be medically necessary	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance

Surgical Services

Surgery- includes all related surgical services	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Pre-surgical Consultations	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Colonoscopy	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Voluntary Sterilization	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

Human Organ Transplants

Specified Organ Transplants- in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1.800.242.3504) up to \$1 million maximum per transplant type	Covered in designated facilities ONLY	Covered in designated facilities ONLY	None
Bone Marrow- when coordinated through the BCBSM Human Organ Transplant Program (1.800.242.3504)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Specified oncology clinical trials	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Kidney, Cornea and Skin	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

This benefit outline is intended for use only as a reference. Official benefits, conditions, exclusions, and limitations are documented in the BCBSM certificates and riders.

Group: 48629
 Effective Date: 5-1-2010
 TEACHERS



Blue Cross
 Blue Shield
 of Michigan

OUT OF NETWORK

Blue Cross Blue Shield
 Community Blue PPO Plan 15/20%



HEMLOCK PUBLIC SCHOOLS
 Employee PPO Plan

OUT OF NETWORK

AMERA PLAN
 Employee Association

Mental Health Care and Substance Abuse

Inpatient Mental Health Care - unlimited days	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Inpatient Substance Abuse Care - unlimited days up to state dollar amount that is adjusted annually	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Outpatient Mental Health Care - unlimited visits			
Facility and Clinic	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Physician's Office	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Outpatient Substance Abuse Care - in approved facilities only. Up to state dollar amount that is adjusted annually	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance

Other Covered Services

Outpatient Diabetes Management Program (ODMP)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Allergy Testing and Therapy	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Chiropractic Spinal Manipulation-up to 24 visits per calendar year	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Outpatient Physical, Speech, and Occupational Therapy (facility and clinic) - up to 60 visits per calendar year (combined)	Covered- 60% after deductible	Covered- 60% after deductible	* Reference Deductible and Coinsurance
Durable Medical Equipment	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance
Prosthetic and Orthotic Appliances	Covered- 80% after deductible	Covered- 80% after deductible	* Reference Deductible and Coinsurance
Private Duty Nursing	Covered- 50% after deductible	Covered- 50% after deductible	* Reference Deductible Only
Voluntary Abortion	Not Covered	Not Covered - Participant responsible for entire cost	None
Orthopedic Shoes (limited to 2 pairs per year) with special provision	Covered - 60% after deductible	Covered - 60% after deductible	* Reference Deductible and Coinsurance
Hearing Aid Rider Includes 1 Audiometric Exam, 1 Hearing Aide Evaluation, Ordering and Fitting of the Hearing Aide and 1 Hearing Aide and Conformity Test every 36 months)	Covered - 100%	Covered-100%	None

Preventive Plus

Blue Cross Blue Shield of Michigan Fact Sheet

Release Date: April 1, 2010



PRODUCT DESCRIPTION

Preventive Plus is a new rider that provides additional preventive services to those currently available with Community BlueSM and Flexible BlueSM. Additional services include:

- Mammograms
- Colonoscopies
- Adult immunizations

TARGET AUDIENCE

- Groups of all sizes

PLAN BENEFIT DESIGN

Effective April 1, 2010, new Preventive Plus benefits for Community Blue (excluding Plan 18) include current benefits plus:

- \$1,000 benefit maximum (\$500 maximum no longer available)
- Adult immunizations (applicable to \$1,000 maximum)
- Fully covered screening mammogram – one per member, per calendar year (outside \$1,000 maximum)
- Fully covered screening or medically necessary colonoscopy – one per member per calendar year (outside \$1,000 maximum)

Also available as an option for Flexible Blue, the new rider replaces the current preventive benefit option. However, for Flexible Blue, the fully covered colonoscopy, one per member per calendar year, is limited to screening colonoscopy only.

PURPOSE

Early preventive services can help groups and members avoid higher costs. Group customers have requested simple and comprehensive preventive care coverage. This rider supports standardized benefits and ensures adult immunization benefits are available for Blues members.

CUSTOMER VALUE

- Provides groups with a comprehensive set of benefits that proactively assists members in managing their health
- Encourages members to seek preventive care through higher preventive maximums, leading to lower health care costs for groups
- Standardizes preventive benefits into a comprehensive package for groups with multiple lines of PPO coverage (such as Community Blue and Flexible Blue)

ARTICLE XXII

SALARY PROVISIONS

A. Salary Placement

1. BA Schedule: Bachelor's category on the salary schedule shall be defined as a Bachelor's degree from an accredited college or university and being eligible for or possessing a valid Michigan teaching certificate.
2. BA & Permanent + 5/Continuing/PERM+5/PROF. ED.+5 Hours Schedule: A teacher who possesses a Bachelor's degree and a permanent or continuing certificate and who has completed five (5) semester hours of courses on the graduate level shall be eligible for the salary of this category.
3. MA Schedule: Master's category on the salary schedule shall be defined as a Master's degree from an accredited college or university and being eligible for or possessing a valid Michigan teacher certificate.
4. MA +24 Schedule: Effective in the 2009-2010 school year an additional five hundred dollars (\$500.00) will be added to all steps on the salary schedule for teachers who have accumulated 24 hours beyond the Master's degree.

Teachers must present satisfactory evidence of the degree or extra hours by October 1st for the full year, or February 1st for the second semester, to benefit from salary allowances or advanced degrees and extra hour schedules.

B. Outside Teaching Experience

Credit for experience outside the school system shall be given for years of successfully teaching and work experience directly related to teaching in the teaching field only at the time of initial employment. Such experience shall be evaluated and credited by the superintendent of schools and credited in accordance with the following schedule:

<u>Years of Experience</u>	<u>Years of Credit</u>
Less than 1	None
1 to 1.99	1
2 to 2.99	2
3 to 3.99	3
4 to 4.99	4
5 to 5.99	5
6 to 6.99	6
7 to 9.99	7
10 to 12.99	8
13 to 15.99	9
16 to 18.99	10
19 or more	11

C. Active Military Service

1. Military service shall count as Hemlock School experience, for purposes of determining placement on the salary schedule, if the teacher has performed teaching service in Hemlock Public Schools immediately prior to his or her military service.
2. For initial employment credit, experience credit for military service and/or service in government sponsored education programs not under the direction of a public school system, shall be granted to teachers who have not been employed by the Board previously in accordance with the following schedule:

Less than 13 months	No credit
13 but less than 31 month	1 year
31 or more months	2 years

D. Partial years of service in Hemlock Public Schools after September 1, 1969:

Teachers who teach one semester or more shall advance to the next step (years of experience) upon their return to the Hemlock Public Schools. Teachers who teach less than one semester shall remain on the same step upon their return the following year.

E. Extended Employment Agreements

The superintendent, at his discretion, may write employment agreements extending the period of employment subject to the following limitations.

1. Such agreements may be issued only if the teacher, during the extended period of employment, is performing duties similar to those he would perform while the normal teaching contract is in force.
2. Pay for the extended periods shall be at the daily rate of compensation multiplied by the days of extension. The daily rate is to be determined by dividing the normal contractual salary of the teacher by the number of required work days. (This section does not include Driver Training.)

F. Special Assignments

1. It is recognized that there are many tasks in and about a school which require persons with special qualifications and that many of these positions require the expenditure of extra time.

2. The standard teacher contract will not reflect the compensation paid for additional duties and responsibilities. The compensation and other conditions pertaining to special assignment will be indicated on a contract rider to be issued annually by the Board of Education. The grantee of such rider is not to be guaranteed the stated position for succeeding years or semesters by reason of the tenure act of 1937, as amended.

G. Hartley Nature Center

Each teacher attending Hartley Outdoor Education Center who supervises children and who stays overnight shall be granted one day substitute teacher wages for each night they stay.


**ARTICLE XXIII
TERMINATION**

This agreement shall become effective upon ratification of both parties and remain in effect until August 30, 2011.

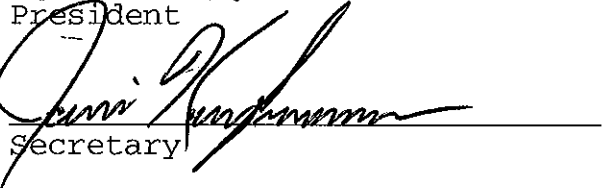
At least ninety (90) days prior to the expiration of the Agreement on August 30, 2011, the parties will begin negotiations for a new agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

**HEMLOCK PUBLIC SCHOOLS
BOARD OF EDUCATION**



President




Secretary

9/17/10
Date

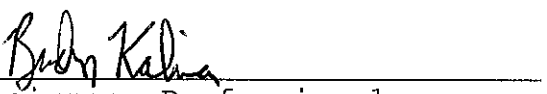
HEMLOCK FEDERATION OF TEACHERS



President



Secretary



Chairman, Professional
Negotiating Committee

9/17/10
Date

APPENDIX A - 2010-11 SALARY SCHEDULE

Step	B. A.	Continuing/PERM+5/PROF. ED/+5	M.A.	M.A. +24
1	35177	36677	38113	38613
2	37223	38814	40340	40840
3	39266	40952	42564	43064
4	41310	43088	44790	45290
5	43355	45226	47015	47515
6	45399	47363	49241	49741
7	47446	49500	51468	51968
8	49489	51636	53694	54194
9	51533	53773	55920	56420
10	53579	55908	58144	58644
11	55623	58044	60372	60872
12	57665	60181	62590	63090

In addition to the salaries, the Board will pay:

- 1 The Board agrees to continue the 5% contribution as presently mandated by state law on behalf of the teachers to the Michigan Public School Employees' Retirement Fund.
- 2 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 15th year of service within the Hemlock Public School District.
- 3 An additional 3 1/2% of the teacher's salary will be paid to all teachers beginning in the 20th year of service within the Hemlock Public School District.
- 4 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 25th year of service within the Hemlock Public School District.
- 5 Effective in the 2001-2002 school year, an additional 4 1/2% of the teacher's salary will be paid to all teachers beginning in the 30th year of service within the Hemlock Public School District.

6. Salary – For 2010-2011 the salary schedule will remain the same as the 2009-2010 salary schedule. There will be no percentage increase and no movement in steps. Movement on educational enhancements (rails) will occur. One example is a rail move of M.A. to M.A. +24.
7. Steps will resume in full effect after the 2010-2011 school year. For example, a teacher on step 9 during 2009-2010 would continue on that step for the 2010-2011 school year and would advance the following year to step 10 and so on.
8. Any teacher receiving longevity for their 15th, 20th, or 25th year of service in the 2010-2011 school year will defer their longevity for one year and receive that longevity in their 16th, 21st, and 26th year of service.
9. Some teachers will move as regularly scheduled. For example 2009-2010: 12 years, 2010-2011: 13 years, 2011-2012: 14 years, 2012-2013: 15 years.
10. Appendix B & C – Salary & steps will be frozen for the 2010-2011 school year.

APPENDIX B - SPECIAL ASSIGNMENTS - 2010-11(ATHLETIC)					
POSITION	1	2	3	4	5
Football, Head	2462	2959	3447	3942	4443
Football, Ass't. (2)	1621	1941	2262	2599	2915
Football, JV Head	1621	1941	2262	2599	2915
Football, JV Ass't.	1036	1241	1450	1654	1869
Football, 9th grade Head	1036	1241	1450	1654	1869
Football, 9th Grade Ass't	903	1085	1265	1448	1631
Basketball, Boys Head	2462	2959	3447	3942	4443
Basketball, Boys Ass't	1621	1941	2262	2599	2915
Basketball, Girls Head	2462	2959	3447	3942	4443
Basketball, Boys JV	1621	1941	2262	2599	2915
Basketball, Girls JV	1621	1941	2262	2599	2915
Basketball, 9th Grade Boys	903	1085	1265	1448	1631
Basketball, 9th Grade Girls	903	1085	1265	1448	1631
Basketball 8th - Boys "A"	903	1085	1265	1448	1631
Basketball 8th - Boys "B"	903	1085	1265	1448	1631
Basketball 8th - Girls "A"	903	1085	1265	1448	1631
Basketball 8th - Girls "B"	903	1085	1265	1448	1631
Basketball 7th - Boys "A"	903	1085	1265	1448	1631
Basketball 7th - Boys "B"	903	1085	1265	1448	1631
Basketball 7th - Girls "A"	903	1085	1265	1448	1631
Basketball 7th - Girls "B"	903	1085	1265	1448	1631
Wrestling, Head	2462	2959	3447	3942	4443
Wrestling, Assistant	1621	1941	2262	2599	2915
Wrestling, JV	1621	1941	2262	2599	2915
Wrestling, Middle School	903	1085	1265	1448	1631
Baseball, Head	1683	2019	2358	2693	3033
Baseball, JV	1036	1241	1450	1654	1869
Baseball, 9th Grade	903	1085	1265	1448	1631
Soccer, Boys	1683	2019	2358	2693	3033
Soccer, Girls	1683	2019	2358	2693	3033
Softball, Head	1683	2019	2358	2693	3033

APPENDIX B - SPECIAL ASSIGNMENTS - 2010-11(ATHLETIC CONT.)

POSITION	1	2	3	4	5
Softball, JV	1036	1241	1450	1654	1869
Track, Boys Head	1683	2019	2358	2693	3033
Track, Girls Head	1683	2019	2358	2693	3033
Track, Ass't. (2)	1036	1241	1450	1654	1869
Track, Middle School Boys	903	1085	1265	1448	1631
Track, Middle School Girls	903	1085	1265	1448	1631
Volleyball, Head	1683	2019	2358	2693	3033
Volleyball, JV	1036	1241	1450	1654	1869
Volleyball, 9th Grade	903	1085	1265	1448	1631
Volleyball, 8th Grade	903	1085	1265	1448	1631
Volleyball, Asst. 8th Grade	678	792	903	1021	1142
Volleyball, 7th Grade	903	1085	1265	1448	1631
Volleyball, Asst. 7th Grade	678	792	903	1021	1142
Tennis, Head Boys	1683	2019	2358	2693	3033
Tennis, Head Girls	1683	2019	2358	2693	3033
Tennis, Assistant	1036	1241	1450	1654	1869
Golf	1683	2019	2358	2693	3033
Cross Country, Head	1683	2019	2358	2693	3033
Cross Country, Assistant	1036	1241	1450	1654	1869
H.S. Cheerleader, Head	1683	2019	2358	2693	3033
H.S. Cheerleader, Ass't.	1036	1241	1450	1654	1869
M.S. Cheerleader, Head	903	1085	1265	1448	1631
M.S. Cheerleader, Ass't.	678	792	903	1021	1142
PomPon, High School	1261	1514	1768	2019	2276
Bowling	1683	2019	2358	2693	3033

APPENDIX C - SPECIAL ASSIGNMENTS 2010-11 (OTHER)

Position	1	2	3	4	5
High School Band	1814	2178	2544	2904	3267
Middle School Band	903	1085	1265	1448	1631
Yearbook	1292	1551	1812	2066	2328
Forensics/Debate/Mock Trial	1036	1241	1450	1654	1869
High School Drama	1036	1241	1450	1654	1869
Middle School Drama	1036	1241	1450	1654	1869
F.F.A.	1036	1241	1450	1654	1869
F.H.A.	715	855	995	1134	1274
National Honor Society	832	948	1064	1181	1298
Senior Class Advisor (2)	582	698	814	931	1048
Junior Class Advisor (2)	582	698	814	931	1048
Sophomore Class Advisor	389	467	549	624	704
Freshman Class Advisor	389	467	549	624	704
M.S. Student Council (2)	578	656	738	813	893
M.S. Academic Track Director	1036	1241	1450	1654	1869
Driver Education (per hour) Driving	18.67	19.51	20.30	21.19	22.05
Driver Education (per hour) Classroom	20.62	21.48	22.30	23.21	24.08
Business Professional of America	389	467	549	624	704
High School Student Council	389	467	549	624	704
Students Leading Students	389	467	549	624	704
National Junior Honor Society	389	467	549	624	704



HEMLOCK PUBLIC SCHOOLS
DENTAL SCHEDULE OF BENEFITS
TEACHERS

DENTAL BENEFITS	PLAN PAYS
TYPE I – Preventative and Restorative Services <ul style="list-style-type: none"> ◦ Visits and Exams ◦ X-Ray and Pathology ◦ Space Maintainers ◦ Oral Surgery ◦ Anesthesia ◦ Periodontics ◦ Endodontics ◦ Restorative 	100%
TYPE II – Replacement Services <ul style="list-style-type: none"> ◦ Inlays and Crowns ◦ Prosthodontics 	50% after \$25 calendar year deductible
TYPE III – Orthodontia Services (applicable only for Covered Individuals under age 19) <ul style="list-style-type: none"> ◦ Orthodontic Services ◦ Minor Treatment to control harmful habits ◦ Space Maintainers (habit breaking devices) 	50% after \$50 lifetime deductible
PLEASE REFER TO THE DENTAL SUMMARY PLAN DESCRIPTION FOR COMPLETE DETAILS REGARDING COVERAGES AND LIMITATIONS	
PLAN MAXIMUMS (per covered individual):	
Type I and Type II Services Combined	\$1,000.00 per calendar year
Type III Services	\$1,500.00 per lifetime



HEMLOCK PUBLIC SCHOOLS
VISION SCHEDULE OF BENEFITS
TEACHERS

VISION BENEFITS	PLAN PAYS
Complete Vision Examination	\$40.00
Single Vision Lenses (maximum per pair of lenses)	\$52.00
Bifocal Lenses (maximum per pair of lenses)	\$60.00
Trifocal Vision Lenses (maximum per pair of lenses)	\$75.00
Lenticular Lenses (maximum per pair of lenses)	\$90.00
Standard Frames	\$45.00
Contact Lenses	\$125.00 (includes exam)
FREQUENCY	
Vision Examination	Once every calendar year benefit period
Lenses (including Contacts)	Once every calendar year benefit period
Frames	Once every calendar year benefit period
PLEASE REFER TO THE VISION SUMMARY PLAN DESCRIPTION FOR COMPLETE DETAILS REGARDING COVERAGES AND LIMITATIONS	

APPENDIX E - GRIEVANCE FORM

HEMLOCK FEDERATION OF TEACHERS GRIEVANCE FORM

Name of grievant(s): _____

School and Assignment: _____

Building Principal or Administrator Involved: _____

Statement of Grievance: _____

Provisions of Contract That are Alleged to be Violated: _____

Relief or Remedy Sought: _____

Date of Level One Discussion With Appropriate Administrator: _____

Remedy or Relief Offered by Administrator at Level One: _____

APPENDIX F - MEMORANDUM OF UNDERSTANDING
HEMLOCK PUBLIC SCHOOLS
PURCHASING PROCEDURES

In order to clarify the procedures for ordering educational materials, the following procedures will be in effect. A requisition form is to be used in ordering materials.

If material is to be ordered from a specific company, the company name and address should be completed along with the date, school, and department or grade level. The vendor number will be assigned by the Business Office; the account title and account number will be assigned by the building Principal. Ordering information should be as complete as possible. This includes quantity; catalog number; the price per unit and the total amount. The requisition must be signed by the person ordering the material and approved by the Building Principal or supervisor. The Building Principal and the person doing the ordering should retain a copy of the requisition.

Each Spring, the district is involved in a cooperative bid with schools throughout the State. Each building office has the information that is necessary in placing bid orders.

If materials are ordered from a specific company, the most recent catalog should be used for ordering information, catalog numbers, prices, etc. If current catalogs are not available in the school offices, contact the company for a current catalog.

Requisitions submitted with incomplete information will be returned to the person placing the order for completion, thus delaying the ordering process.

Requisitions for materials to be ordered for the following school year must be submitted to the Building Principal by May 1 of the current school year. This will allow sufficient time for incomplete or questionable requisitions to be returned before school is dismissed for the summer.

Any questions pertaining to purchasing shall be referred to your Building Principal.

APPENDIX F - MEMORANDUM OF UNDERSTANDING

It is understood between the parties that unsubstantiated charges levied about a teacher's performance which has been sent to the Board of Education will not be read in public without first notifying the teacher of said charges.

APPENDIX F - MEMORANDUM OF UNDERSTANDING

Effective for the term of this agreement, the Board agrees that meetings will be held, at the request of the Federation, commencing within two weeks after the start of school in September to review and discuss class size. These discussions will be limited to those class size cases where the same subject matters are being taught at the same time but there is a significant difference in the respective size of classes.



HEMLOCK PUBLIC SCHOOLS

HEMLOCK, MICHIGAN 48626

May 8, 1998

Letter of Understanding between Hemlock Public Schools and Hemlock Federation of Teachers:

In order to clarify and eliminate any misunderstanding regarding the health care coverage at the Hemlock Public Schools, the parties agree that the following understanding is effective for the collective bargaining agreement entered into in 1997:

The health care program provided by the school carrier does not include voluntary abortion as a benefit under the present plan.

This letter is to prevent any misunderstanding of our compliance with state requirements effective under the amendments to the 1997-PA-93 state aid act.

Reginald D. Ray

Superintendent
Hemlock Public Schools

Karen G. Hillman

President
Hemlock Federation of Teachers

May 13, 1998

Date

Letter of Agreement
3/10/10

Article X

- a. Section A for the 2010-2011 school year, "The board of education will not budget or plan to lay off teachers during the school year. In the event that it becomes necessary the board will make every effort to make any changes at the semester change with a 45 day notice to employees. Reductions will be formally implemented in the start of the new school year and the order of reduction shall be as follows:

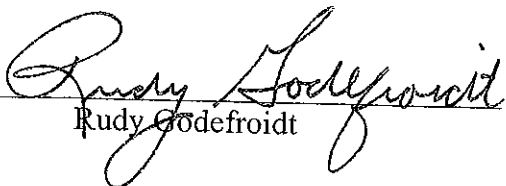
1. Probationary teachers according to the following:
 - a. teaching certification and endorsement
 - b. qualifications
 - c. seniority

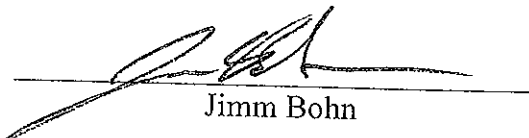
2. Tenured teachers according to the following:
 - a. certification and endorsement
 - b. qualifications
 - c. seniority

- b. Section A for the 2011-2012 school year, and continuing on from that point forward, in the event that it becomes necessary to lay off personnel, the board will not lay off teachers with valid contracts during the school year. Reductions will be formally implemented in the start of the new school year and the order of reduction shall be as follows:

1. Probationary teachers according to the following:
 - a. teaching certification and endorsement
 - b. qualifications
 - c. seniority

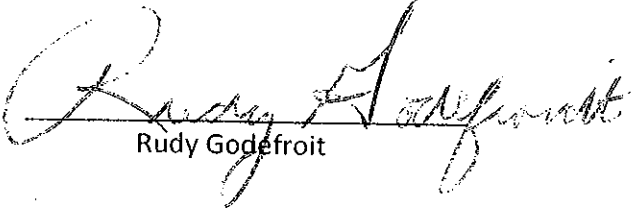
2. Tenured teachers according to the following:
 - a. certification and endorsement
 - b. qualifications
 - c. seniority

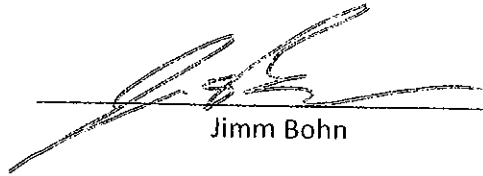

Rudy Godefroidt


Jimm Bohn

Letter of Agreement
6/1/2010

) In the event that coverage with the medical summary plans does not match the ratified contract and medical grids, the board agrees to re-submit language until HFT and the board do agree that the medical summary plan and the contract and grids reflect the same coverage.

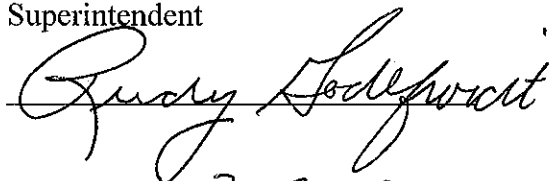

Rudy Godefroit


Jimm Bohn

Letter of Agreement
Between the Hemlock Board of Education
And
The Hemlock Federation of Teachers

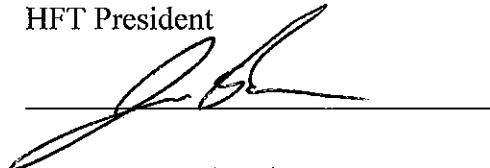
In order to comply with State of Michigan Public Act 201, the Hemlock Board of Education and the Hemlock Federation of Teachers have agreed to form a committee to develop and implement the mandates of the Act.

Superintendent



Date: 7-13-10

HFT President



Date: 7/13/10

Letter of Agreement
Between the Hemlock Board of Education
And
The Hemlock Federation of Teachers

In order to comply with State of Michigan Public Act 205, Section 1249 and 1250, The Hemlock Board of Education and the Hemlock Federation of Teachers have agreed to form a committee to develop and implement the mandates of the Act.

Derek Maddehr
Interim Superintendent
9-27-10
Date

[Signature]
HFT President
9/27/10
Date