

Agreement

between

**Bloomfield Hills
Schools**

and the

**Bloomfield Hills
Association**

of

**Instructional
Assistants**



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July 1, 2006 through July 30, 2009

Comprehensive education at its finest.

Bloomfield Hills Schools Mission Statement and Core Values

The mission of Bloomfield Hills Schools is to enable learners to become architects of their futures, building on a foundation of scholarship, citizenship, service, and integrity.

Students

Safe Learning Environment

We will provide all learners with an environment that is physically, emotionally, and intellectually safe, and that encourages inquiry and self-expression.

Choices

We will offer learning choices that develop each student's intellectual, emotional, social, creative, aesthetic, and physical dimensions.

Purpose and Meaning

We will provoke self-reflection so that students may find meaning and purpose in life.

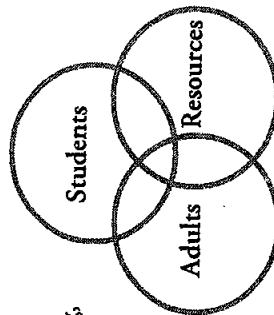
Adults

Passion for Learning

We embrace an attitude, willingly expressed, that relishes wonder, craves knowledge, seeks meaning, loves challenge, and pursues innovation.

Responsibility

We will engage in continuous growth and improvement, make decisions that enhance student learning, and provide opportunities for the community to learn with us.



Resources

Mission-Centered Use of Financial Resources

We will direct our resources toward our mission in ways that balance our core values and our priority commitment to our students.

Securing the Future

We will secure our financial base by developing partnerships to enhance human and material resources.

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ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 1st day of July, 2006 by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Instructional Assistants (hereinafter referred to as the "Association or Union").

ARTICLE 2 - RECOGNITION

In accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board recognizes the Instructional Assistant Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all instructional assistants assigned to SCI/SXI programs and excluding the volunteer coordinator and the program aide/instructional assistant special position and all other staff of the Bloomfield Hills Schools.

ARTICLE 3 - RESERVATION OF RIGHTS

- A. The Board of Education retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the constitution and laws of the state of Michigan, including:
1. The management and control of the school system and its properties and facilities, and the activities of its staff.
 2. To hire all staff and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion, and to promote and transfer all such individuals.
 3. To determine the hours of employment, and the duties, responsibilities, and assignment of individuals with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement.

ARTICLE 4 - STAFF MEMBER RIGHTS

A. Legal Obligations

The Association and Employer agree to recognize those applicable laws governing individuals in the work place.

B. Assignment Concerns

Instructional assistants may discuss assignment concerns with their immediate administrative supervisor or the Assistant Superintendent for Human Resources and Labor Relations.

C. Nondiscrimination

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

D. Personnel File

Any individual will have the right, per existing law, to review the contents of their personnel and payroll file, excluding pre-employment information; and to have an Association representative present during such review. The file review will be conducted at a time mutually agreeable to the parties.

Information included in the file will be in compliance with current legal standards. In the event of adverse inclusions, the individual may submit a written response concerning such inclusion, which will also be included in the file. The individual signature on file contents will confirm only that such has been reviewed by the individual.

ARTICLE 5 – ASSOCIATION RIGHTS

A. Bulletin Boards and School Mail

Bulletin board space and mail facilities in each building, including mail boxes, may be made available to the Union for official business. The Board, however, shall not assume the responsibility of, or any liability for, notices posted or to be delivered for union purposes. Notices posted shall not speak or suggest any adverse attitude or action toward anyone or the District.

B. Use of Facilities and Equipment

With the approval of the Administration, the Union may have the right to use school facilities

and equipment for meetings, when such equipment and facilities are not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment. The use of district equipment and facilities will be subject to prior approval of the administration and within board policy.

ARTICLE 6 – AGENCY SHOP

A. Membership is not Compulsory

Membership in the association is not compulsory. Instructional Assistants have the right to join, not join, maintain, or terminate their membership in the association as they see fit. Neither party shall coerce or discriminate against an instructional assistant as regards such matters.

B. Union Security

1. All current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining union, within 10 days after the 30th day of employment shall be given the opportunity to voluntarily elect whether to join the Union or to refrain from joining.

2. As a condition of employment, all employees shall either become a member of the Union and pay dues, or shall pay a service charge equal to the amount of the periodic dues required by a member of the Union, which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to contributions to Political Action Committees. Such contributions, through a payroll deduction, require a voluntary authorization as required by the Michigan Campaign Finance Act. All employees have the right to join, maintain or drop their membership in the Union as they see fit.

3. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with the provisions with this article.

C. Dues Deduction

The Board agrees to deduct the Union membership dues, or the service charge each month, from the pay of those individuals who request, in writing, that such deductions be made. Dues will be deducted from the second pay of each month beginning August. The treasurer will notify the payroll department no later than August 1st of each year of the monthly dues amount for each employee. Those individuals not authorizing a payroll deduction must remit such dues or service charge directly to the Union.

ARTICLE 7 – WORKING HOURS AND ASSIGNMENT

A. Daily Schedule

The daily schedule will be a six and one-half hour day which shall include unpaid, duty-free one-half hour lunch periods. Any modification in the daily schedule must have the approval of the Supervisor of Special Education.

B. Assignments

Before an assignment is made, the individual must meet the standards and be capable of performing the work without a trial period. It is understood that "capable of performing" the work includes satisfactory attendance as determined by the employer, temperament, personality, and ability to work with a particular administrator, the public, or teachers and students in a harmonious relationship.

C. Posting of Available Positions

When practical, instructional assistant positions will be posted within ten (10) days of availability. Staff interested in posted, available positions shall apply in writing to the Human Resources Department.

Positions will be posted as defined above for five (5) calendar days. Individuals interested in another assignment shall indicate such in their written application and subsequent assignments will be made from the original posting. Assignment of an individual to a posted or other position will be at the sole option of the supervisor.

Staffing of a vacancy may not result in the posting of subsequent vacancies created by staffing of the initial position.

ARTICLE 8 – SENIORITY

A. Seniority Date

The seniority of all individuals on the seniority list shall commence with the most recent date of hire by the Board.

B. Seniority List

1. The seniority list will include the name and most recent date of hire of all staff members entitled to seniority.

2. The Board will keep the seniority list up to date by providing the Association with a current copy upon request.

C. Probationary Period

1. The first 180 full work days of employment shall be probationary. Leave days will be available for use by probationary employees after completion of 60 full work days and may be used as provided in Article 12. All benefits will commence for eligible probationary employees on the first day of the month after satisfactory completion of 60 full work days. Probationary employees shall have no seniority, during the probationary period.

If the employee is absent, the probationary period is extended by the number of days absent. During the probationary period, the employee may be terminated at the sole discretion of the Board of Education.

2. If employment is continued beyond the 180 day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Insurance benefits will commence in compliance with Article 14(A)(2).

D. Loss of Seniority

Individuals shall lose seniority and be terminated if they quit, if they are discharged, if they are absent without notice or approval for three (3) consecutive working days, or if they fail to respond within ten (10) working days from date of mailing of recall letter to the individual's last known address as provided by the individual and shown on the individual's employment record, or if they are laid off for a period of time exceeding one year, or if the employee does not return to work after a medical leave or workers disability compensation leave within the time frames provided in Articles 14(F) and (G).

E. Seniority (Leaves of Absence)

Staff, while on approved short term disability (Article 14(F)), family medical leave (Article 13(B)), or child care (Article 13(C)) leaves of absences shall accumulate seniority.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of an individual, to promptly notify the Association verbally or in writing. Disciplinary actions will be for cause.

B. Association Representation

Upon request, the Board or its designated representative, will discuss the discharge or suspension with the individual and the Association. The Board, likewise, will discuss written reprimands with the individual and the Association upon request. An individual shall be entitled to have present a representative of the Association during meetings concerning disciplinary action. When a request for such representation is made, no meeting will be conducted with respect to the individual until such representative of the Association is present, unless said representative fails to appear within a twenty-four (24) hour period.

C. Appeal of Discharge or Suspension

Should the discharged or suspended staff member or the Association consider the discharge or suspension to be improper, a complaint shall be presented in writing. The matter shall be reviewed per Article 10.

ARTICLE 10 - PROBLEM RESOLUTION

A. Concern to be Processed within Ten Working Days

Any complaint by an employee concerning the application, meaning, interpretation, or alleged violation of this Agreement, shall constitute a concern and shall be processed as follows. No concern shall be processed unless it is presented within ten (10) working days of its occurrence.

B. Initial Presentation of Concern

The initial presentation of any concern shall consist of an informal discussion between the individual and immediate supervisor. At the option of the individual, a representative of the Association may participate in the discussion.

C. If Decision Not Satisfactory, Written Concern Presented to Assistant Superintendent for Human Resources and Labor Relations within Ten Working Days

If the decision is not satisfactory to the individual or the Association, the concern shall be reduced to writing and presented to the Assistant Superintendent for Human Resources and Labor Relations within ten (10) working days of the initial meeting. The Assistant Superintendent for Human Resources and Labor Relations shall respond, in writing, within five (5) working days of receipt of the concern.

D. If Decision Not Satisfactory, Written Concern Presented to Superintendent within 10 Working Days

If the decision of the Assistant Superintendent for Human Resources and Labor Relations is not satisfactory to the employee, an appeal may be made to the Superintendent. The appeal must be made in writing within ten (10) working days of the decision of the Assistant Superintendent for

Human Resources and Labor Relations. *An answer in writing shall be provided within twenty (20) working days of receipt of the concern.*

E. If Decision Not Satisfactory, Written Concern Presented to Board of Education within 10 Working Days

If the decision of the Superintendent is not satisfactory to the employee, an appeal may be made to the Board of Education. The appeal must be made in writing within ten (10) working days of the decision of the Superintendent. Appeals of administrative decisions may be brought to the Board after a decision on the matter has been rendered by the Superintendent. The Board president may then choose to deny the appeal, assign the appeal to a subcommittee of the Board or have the full Board hear the appeal. The decision of the Board president, subcommittee of the Board or full Board is final.

F. Mutual Extension of Timelines

The timelines contained in this Article may be extended by mutual agreement of the parties.

ARTICLE 11 - PAID HOLIDAYS

The following holidays are acknowledged as paid holidays:

Labor Day	New Year's Eve
Thanksgiving	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

In order to qualify for holiday pay, the individual must work the immediate scheduled day before and after the holiday, or have an approved compensable leave.

ARTICLE 12 - PAID LEAVE DAYS

A. Use of Leave Days

Instructional Assistants shall earn one (1) leave day each month during the school year, to a maximum of twelve (12) days per year. The leave days for the current school year shall be placed at the disposal of each employee on the first day of each school year.

Leave days may be used in accordance with the following schedule and the Family and Medical Leave Act (FMLA) procedures outlined in Appendix B. The employee must notify school administration when he/she first becomes aware of the need for the absence. It is

agreed that the use of leave days will be confined to the purposes specified in the following schedules:

1. Sick Leave:
 - a. Personal illness of the employee.
 - b. Absence for illness in the immediate family.
 - c. Definition of immediate family: For the purpose of this Article, the immediate family shall be defined as spouse, child, parent, brother or sister, grandparent, parent-in-law, or a relative living and making his/her home in the employee's household.
2. Personal Days: Up to two (2) personal days per year may be used for personal business that cannot be conducted other than during a scheduled work day. Personal days require prior approval of at least two work days.
3. Religious Holidays: Up to two (2) days per year may be used for observance of religious holidays.
4. Bereavement Leave: Up to three (3) days per year may be used for the purpose of attending to a death in the immediate family. Consideration may be given for other special circumstances at the sole discretion of the immediate supervisor.
5. Inclement Weather: The instructional assistants are expected to report as scheduled but shall be allowed to charge up to three (3) days against current year unused leave days should the SCI/SXI program be closed due to inclement weather conditions.

Individuals who report on a scheduled day when school is canceled may be assigned other responsibilities as determined by the supervisor.

6. Emergency Close: In the event a facility is shut down (i.e., as a result of a water main break, heating problem, etc.) prior to the start of the work day, or is shut down during the course of the work day, the following may occur: (1) the employee may be released from work upon the supervisor's direction, with no loss of pay or leave day for that day, or (2) the employee may be reassigned to another facility.

Should the employee be released from work and not reassigned, there will be no loss of pay nor any charge against the employee's leave day accumulation.

B. Leave Day Provisions

1. Whenever possible, leave for personal days, religious holidays, as well as any other leave, must be requested and approved in advance of the leave day(s) requested. The

request shall include a statement that the leave request is for a purpose authorized in this Article (Article 12). The instructional assistant may be requested to set forth a specific reason for such leave.

2. Leave days shall not be used for personal pleasure or extended vacations. Abuse of temporary leave shall be subject to one or more warnings, to suspension and/or dismissal.

All salary and fringe benefits of the individual are subject to being waived during the abused leave.

3. In the event the service of an individual is interrupted by reason of discharge, termination, suspension, or unpaid leave, and the individual has utilized more leave days than have been earned on the monthly basis, the value of the excess paid-for leave days shall be deducted from last pay check due the individual at the time of interruption.

C. Accumulation of Leave Days

The leave days may be accumulated up to a maximum of one hundred fifty (150) days.

D. Maternity

1. The staff member, upon learning of the pregnancy must, no later than the fourth month of pregnancy, notify the human resources manager. The required Family and Medical Leave Act (FMLA) forms will then be forwarded to the employee for completion by the employee and the physician verifying the estimated date of confinement and the employee's ability to continue employment. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.
2. Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation provisions in Article 14(E). The short term disability leave shall begin as soon as the physician completes the appropriate FMLA forms certifying the employee is unable to perform the functions of the job.

E. Jury Duty

Staff summoned for jury duty examination and investigation must notify the Human Resources Department of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

On release from jury duty, if the employee has sixty (60) minutes or more remaining on the employee's regular shift, the employee shall report to work. However, the supervisor of the Wing Lake Developmental Center may release the employee for the remainder of the work day.

To be eligible for the jury duty pay differential, the individual must furnish the Human Resources Department with a written confirmation of jury duty, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court.

This payment by the individual shall be made to the Human Resources Department no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

ARTICLE 13 - UNPAID LEAVE

A. Request a Maximum of Ten (10) Non-Compensable Days

Instructional Assistants may request a maximum of ten (10) non-compensable leave days during a school year, subject to the following conditions:

1. A request for a non-compensable leave must be approved by both the classroom teacher and the Supervisor of Wing Lake two full weeks prior to the leave.
2. The leave will be granted only if an approved substitute is pre-arranged by the staff member requesting the leave. The approval of the substitute shall be determined by the Supervisor of Wing Lake.
3. Only one instructional assistant per classroom may request a non-compensable leave at a time. If two instructional assistants from the same room request the same time for a leave, the request will be granted based on seniority.
4. The use of non-compensable days will be limited to four program staff members per month. Leaves taken in the summer will be from a rotating staff list based on seniority. (As an instructional assistant accepts the option one year, their name then drops to the bottom of the list for the next year.)
5. The Supervisor of Wing Lake may limit the use of non-compensable days immediately before and after a holiday, and may limit the total number of staff using such leave.

B. Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of 12 work weeks during any 12-month period to

eligible employees for family, medical, or personal medical reasons. *Appendix B to the contract contains the regulation applicable to FMLA leave.*

C. Child Care Leave

1. Child care leave shall be considered a non-paid leave. The unpaid child care leave of absence will be granted for a maximum of one year (12 months) from the date the short term medical leave was effective. FMLA leave for the birth of a child or for placement of adoption or foster care must conclude within 12 months of the birth or placement.
2. An individual desiring to return from leave shall notify the Executive Manager of Human Resources and Payroll, in writing, and provide the appropriate FMLA *Physician's Release to Return to Work* form approving the return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the individual is qualified.
3. If the leave exceeds the amount of leave an employee is eligible for under FMLA, the return to work is contingent upon a vacancy being available for which the individual is qualified. There shall be no layoff to provide a vacancy.

ARTICLE 14 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with Insurance Company Regulations

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

2. Commencement and Duration of Coverage

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the Group Policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

Insurance benefits shall be effective the first day of the month following the instructional assistant's successful completion of 60 full work days. Coverage shall remain in effect for the duration of this agreement as long as the Instructional Assistant is actively employed by the Board. Benefits shall terminate at the end of the month in which the individual last works or utilizes FMLA.

3. Designation of Insurance Carrier

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

B. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The individual must notify the Human Resources Department of any personal hospitalization coverage or coverage from a spouse's hospitalization insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the individual. The Association shall encourage staff members to abide by this policy and shall assist the Board in its enforcement.

C. Cafeteria Benefit Plan - *Educated Choices*

The following benefits are considered as a fringe benefit for all bargaining unit members and as such include no provision for reimbursement for those members who do not qualify or do not select such benefits, except as outlined in the cafeteria benefit plan document. Carrier selection, including self-insurance, shall remain the prerogative of the Board of Education and coverage provisions indicated in this section may vary, but will be comparable to the coverage below.

1. Board Paid Medical Benefits - Full Time Staff

For each full-time instructional assistant who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the Board will pay for the following: **(Note: Full time staff is defined as being regularly scheduled to work 6.5 hours per day.)**

- a. An HMO (Blue Care Network) hospitalization plan, BCN5, office visit co-pay of \$5, no annual deductible, with a co-pay for prescription drugs (including contraceptives) of \$5 for generic drugs and \$10 for brand-name drugs. Effective November 1, 2006 the co-pay for prescription drugs will be \$10.00 for generic and \$15.00 for brand name drugs. HAP will no longer be an option effective November 1, 2006. A Medical Plan Comparison Chart is attached as Appendix A.

- b. Family Continuation/Sponsored Dependents

Medical insurance will include family continuation coverage for each eligible instructional assistant who makes proper application to participate. Instructional assistants desiring to extend coverage to sponsored dependents may do so by electing this coverage as a pre-tax payroll deduction within the Flexible Benefit program.

c. Purchase of PPO Insurance Coverage

Instructional assistants may purchase PPO insurance coverage on a pre-tax basis. The current PPO will be changed to Blue Cross Blue Shield Community Blue Option 1 effective November 1, 2006. The prescription co-pay will be \$10 (generic) and \$15 (brand name). The amount of pre-tax deduction for the cost of the PPO insurance will be the difference between the HMO and PPO annual premiums.

d. Cash in Lieu of Health Insurance

The employer will provide a Cash in Lieu of Health insurance option each year for those individuals who do not elect the employer-provided hospital/medical insurance. Effective November 1, 2006 the amount will be \$600 for single subscribers, \$800 for two person subscribers and \$1000 for family subscribers.

2. Vision Plan

The Board will pay the premium for up to full family vision care program for those individuals who are full time.

The vision care program will provide a percentage of reimbursement for services in the areas of vision care in accordance with the coverage schedules provided by the carrier and outlined in the *Educated Choices* workbook.

The plan shall provide for services including examination every 12 months, lenses, and a \$35 cap on frames.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications.

3. Dental Plan

The Board will pay the premiums for up to a full family dental program for those individuals who are full-time. The plan will pay 100% for Class I preventative care, 70% for Class II basic care, and 70% for Class III restorative care. Individual dollar expenditures per year in Classes I, II, and III shall not exceed \$1,000/person. These percentages of reimbursements for dental care will be in accordance with the coverage schedule provided by the carrier and outlined in the *Educated Choices* Workbook.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications.

4. Life Insurance

The Board shall select the insurance carrier who will provide each instructional assistant with a thirty-five thousand dollar (\$35,000) group term life insurance policy. Such program shall pay to the instructional assistant's designated beneficiary, the sum of

thirty-five thousand dollars (\$35,000) upon death, with a provision for double indemnity in the event of accidental death.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above specifications.

5. Additional Life Insurance

Each staff member will have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

6. Dependent Life Insurance

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

D. Flexible Spending Account - *Educated Choices*

The option to enroll in a flexible spending account is available to every staff member. It is understood that, in accordance with Internal Revenue Service regulations, any staff member who is eligible to receive a cash payment in lieu of hospitalization insurance must enroll in the flexible spending account in order to receive this benefit.

1. Health Care Reimbursement Account

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

2. Dependent Care Reimbursement Account

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

E. Short Term Disability

1. For off-the-job sickness and accident, after all leave days have been used or twenty-five (25) work days, whichever is later, the individual who qualifies for short term disability

will be paid:

- a. Up to thirty (30) compensable days at 75% of the individual's current wages.
 - b. Up to an additional 199 compensable days at 60% of the individual's current wages.
2. Those individuals who have more than twenty-five (25) leave days may elect to use a minimum of twenty-five (25) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of twenty-five (25) will have access to unused leave days upon the return from leave.

F. Long-Term Disability

1. Benefit

Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

2. Offset

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

3. Separation from Employment

On the date an employee commences long term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within six (6) months of the date of the commencement of the long term disability leave, the employee will be given priority for placement in a vacant instructional assistant position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or

medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

If the employee does not return to work within six (6) months from the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

G. Worker's Compensation

1. Benefit

In the event an individual is absent from work due to a job-related accident, the individual will be paid, for a period not to exceed 120 days from the date of the accident, the difference between the individual's full salary and such monies as may be received from Worker's Compensation benefits (loss-of-time benefits).

2. No Leave Days Charged

It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

3. No Eligibility for Short Term Disability

Should the individual continue to be off work beyond a period of 120 days, the individual shall not then be eligible for short-term disability benefits under Article 14(E). After the 120-day period, current and bank days may be used, per Article 12. No district supplement will be made after 120 days, as defined above.

4. Doctor Visits

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

5. Benefits Beyond One Year

Any benefits beyond one year shall be payable only under the terms of the Worker's Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article 14(F).

6. Separation from Employment

If an employee on Worker's Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the

employee's position will not be held open for the employee. However, if the employee is medically able to return to work within 18 months of the date of the commencement of the worker's compensation leave, the employee will be given priority for placement in a vacant instructional assistant position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the employee, and this decision will be final. If the employee retires during this time period, this paragraph does not apply.

If the employee does not return to work within 18 months of the date of the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

ARTICLE 15 - HEALTH

To provide continuing health and safety protection for students and school personnel, staff members shall provide health certificates and submit to physical examinations as follows:

1. At the time of hiring, each individual shall provide a certificate from a physician showing that the individual is able to fulfill the essential functions of the instructional assistant position, with or without reasonable accommodation.
2. The Employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE 16 - MILEAGE

- A. Staff required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the individual must submit a mileage form in accordance with the established district procedures.
- B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage form shall be held by the individual until the end of the month in which fifty (50) miles have been accumulated.

ARTICLE 17 - TUITION REIMBURSEMENT

Reimbursement for college tuition will be provided for those individuals required or approved to attend school, providing course work is completed with a grade of "B" or better. Reimbursement is

subject to the course work being related to the individual's assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire unit will not exceed one thousand five hundred dollars (\$1,500).

Application and supporting information for tuition reimbursement shall be filed with the Human Resources Department by June 30 of each year. Contingent on the total reimbursement requests, there may be a proration.

ARTICLE 18 – PAID VACATION

A. Vacation Day Earning

Regular full-time instructional assistants will earn up to fifteen (15) paid vacation days per year. Up to five (5) of the earned days may be used during the school year, subject to the sole approval of administration. The paid vacation days cannot be used in conjunction with the unpaid leave days provided in Article 13(A). The remaining earned vacation days will be paid out at the close of the school year.

B. Vacation Day Proration

Those individuals who have not completed a full year will have paid vacation days prorated based on the portion of the year actually worked. Upon termination, with timely notice of at least one week, vacation earned to date will be paid.

C. Additional Vacation Days for Perfect Attendance

As an incentive for perfect attendance, instructional assistants who are present every day during one or both of the six-month periods will earn an additional vacation day for each six-month period he/she has perfect attendance. The six-month periods are July 1 to December 31 and January 1 - June 30. Days taken for funeral leave, snow days, or if the building is closed, or for approved days taken without pay in accordance with Article 13(A), will not be counted against the employee for determining eligibility for the additional days.

A maximum of two (2) days will be added to the vacation day payment at the close of the school year. An instructional assistant must have worked the full six-month period to be eligible for the additional vacation day incentive.

ARTICLE 19 – SEVERANCE

A. Payout of Unused Leave Days Upon Severance

Upon severance of employment after five (5) full years of service, for reasons of death, retirement, or quits with proper notice of not less than two weeks, but not an individual who is discharged or quits without two weeks notice, a severance payment for each unused leave day, up to a maximum of one hundred fifty (150) days, will be made by the Board of Education at 50% of the employee's daily rate.

ARTICLE 20 - SALARY SCHEDULES

2006-2007 Base schedule

Step	Non-Degree		Associate Degree		Bachelors Degree	
	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>
0	\$19,066.00	\$12.81	\$19,377.00	\$13.01	\$19,920.00	\$13.36
1	\$20,062.00	\$13.48	\$20,373.00	\$13.68	\$20,917.00	\$14.03
2	\$21,025.00	\$14.12	\$21,336.00	\$14.32	\$21,880.00	\$14.67
3	\$21,667.00	\$14.56	\$21,977.00	\$14.76	\$22,521.00	\$15.11
4	\$22,273.00	\$14.96	\$22,584.00	\$15.16	\$23,127.00	\$15.51
5	\$22,986.00	\$15.44	\$23,296.00	\$15.64	\$23,840.00	\$15.99
6	\$23,697.00	\$15.92	\$24,008.00	\$16.12	\$24,551.00	\$16.47
7	\$24,339.00	\$16.35	\$24,650.00	\$16.55	\$25,194.00	\$16.90
8	\$24,948.00	\$16.76	\$25,259.00	\$16.96	\$25,802.00	\$17.31
9	\$25,480.00	\$17.12	\$25,791.00	\$17.32	\$25,335.00	\$17.67
10	\$29,221.00	\$19.63	\$29,531.00	\$19.83	\$30,075.00	\$20.18

2007-2008 Base schedule

Step	Non-Degree		Associate Degree		Bachelors Degree	
	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>
0	\$19,466.39	\$13.08	\$19,764.09	\$13.28	\$20,285.06	\$13.63
1	\$20,483.30	\$13.76	\$20,781.00	\$13.96	\$21,301.98	\$14.31
2	\$21,466.53	\$14.42	\$21,764.23	\$14.62	\$22,285.20	\$14.97
3	\$22,122.01	\$14.86	\$22,419.71	\$15.06	\$22,940.68	\$15.41
4	\$22,740.73	\$15.28	\$23,038.43	\$15.48	\$23,559.41	\$15.83
5	\$23,468.71	\$15.77	\$23,766.41	\$15.97	\$24,287.38	\$16.32
6	\$24,194.64	\$16.25	\$24,492.34	\$16.45	\$25,013.31	\$16.80
7	\$24,850.12	\$16.69	\$25,147.82	\$16.89	\$25,668.79	\$17.24
8	\$25,471.91	\$17.11	\$25,769.61	\$17.31	\$26,290.58	\$17.66
9	\$26,015.08	\$17.48	\$26,312.78	\$17.68	\$26,833.76	\$18.03
10	\$29,834.64	\$20.04	\$30,132.34	\$20.24	\$30,653.32	\$20.59

2008-2009 Base schedule

Step	Non-Degree		Associate Degree		Bachelors Degree	
	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>	<u>Contract</u>	<u>Hourly</u>
0	\$19,875.18	\$13.35	\$20,172.88	\$13.55	\$20,693.86	\$13.90
1	\$20,913.45	\$14.05	\$21,211.15	\$14.25	\$21,732.13	\$14.60
2	\$21,917.32	\$14.72	\$22,215.02	\$14.92	\$22,736.00	\$15.27
3	\$22,586.57	\$15.17	\$22,884.27	\$15.37	\$23,405.24	\$15.72
4	\$23,218.29	\$15.60	\$23,515.99	\$15.80	\$24,036.96	\$16.15
5	\$23,961.55	\$16.10	\$24,259.25	\$16.30	\$24,780.22	\$16.65
6	\$24,702.72	\$16.60	\$25,000.42	\$16.80	\$25,521.40	\$17.15
7	\$25,371.97	\$17.05	\$25,669.67	\$17.25	\$26,190.65	\$17.60
8	\$26,006.82	\$17.47	\$26,304.52	\$17.67	\$26,825.49	\$18.02
9	\$26,561.40	\$17.84	\$26,859.10	\$18.04	\$27,380.07	\$18.39
10	\$30,461.17	\$20.46	\$30,758.87	\$20.66	\$31,279.84	\$21.01

A. Salary Schedule Placement

Per the above schedule, those individuals who have an Associate's Degree or sixty semester hours with a C average or better, an additional \$0.20/hour will be granted upon request. Those individuals who hold a Bachelor's Degree from an accredited institution of higher learning will be eligible for an additional \$0.35/hour upon request. Requests shall be made in writing to the Assistant Superintendent for Human and Resources and Labor Relations and must be verified by submission of transcripts.

Increments will be determined at the beginning of each school year. Those individuals employed prior to December 1 will be given a full increment; staff whose first day of work is after December 1, but on or before April 1, will receive a half-step increment. Credit for experience will be given to individuals who have developmental center experience.

B. Longevity

Staff who have completed six (6) years of service as of June 30 of the previous year will receive a longevity payment of \$500. Staff who have completed fifteen (15) years of service as of June 30 of the previous year will receive a longevity payment of \$1500. This payment will be made prior to the Thanksgiving recess.

ARTICLE 21 - REDUCTION/RECALL

A. In the event there is a reduction in staff, probationary employees will be laid off first, then the least senior instructional assistant will be placed on layoff, and the remaining staff will be reassigned as determined by the administration.

- B. Staff to be laid off for an indefinite period of time will be given at least ten (10) working days' notice of layoff. For purposes of recall, the most senior person will be recalled first. Notice of recall shall be sent to the individual at the last known address as provided by the individual and as shown on the employer's record, by registered or certified mail. If an individual fails to report for work within ten (10) days from date of mailing of notice of recall, the individual shall be terminated.
- C. Each individual is responsible for keeping the Employer advised in writing of any changes of address and will not be excused for failure to report for work or recall if the individual fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE 22 - EFFECT OF AGREEMENT

A. Addendum to Contract

The School Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the school board and the Association in an amendment hereto which shall be ratified and signed by both parties.

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties, and obligations of the Employer, the Association and the staff in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

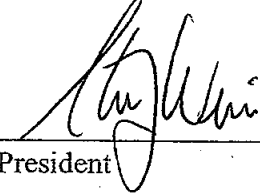
ARTICLE 23 - DURATION OF AGREEMENT

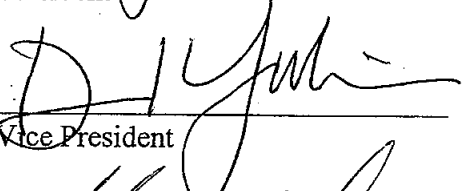
This Agreement shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2009. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than ninety (90) days prior to June 30, 2009 setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a Successor Agreement.

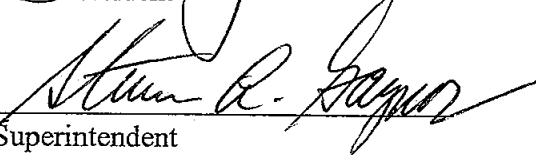
In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement, in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2010 which extension shall be subject to the reopening and extension provisions set forth herein.

This Agreement was ratified by the Bloomfield Hills Association of Instructional Assistants on June 23, 2006 and was approved by the Board of Education on July 13, 2006.

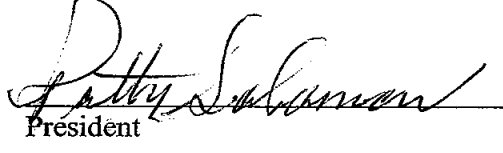
BOARD OF EDUCATION

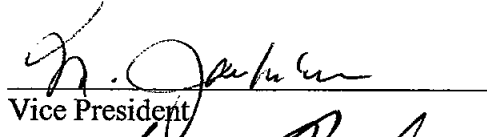
By 
President

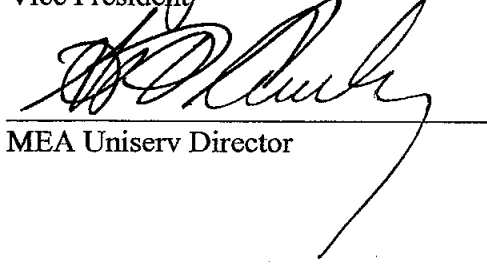
By 
Vice President

By 
Superintendent

BLOOMFIELD HILLS ASSOCIATION OF
INSTRUCTIONAL ASSISTANTS


President


Vice President


MEA Uniserv Director

APPENDIX

1. APPENDIX A Group Enrollment & Coverage Agreement
2. APPENDIX B Health Insurance Riders
3. APPENDIX C Description of Health/Dental/Vision/Prescription Benefits
4. APPENDIX D Family Medical Leave Act Procedures



Group Enrollment & Coverage Agreement Part A – Terms & Conditions

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

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

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

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

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

- Enrollment Requirements.** The Group will offer the coverage described in Part C of this Agreement to all eligible individuals as described in Section 4. To continue coverage, the number of eligible individuals enrolled in a Blue Family Benefit Program (Traditional, PPO, Blue Care Network, or any other program that BCBSM may establish) must at all times equal or exceed BCBSM enrollment, participation, and underwriting requirements. The Group agrees to provide BCBSM or its designee with all information required to conduct an annual underwriting review and a payroll audit. Under no circumstances will coverage be available if fewer than two eligible individuals are enrolled.

A husband and wife may be enrolled as a group only if a valid employee/employer relationship exists and can be documented by FICA and employee income tax withholding payroll records; otherwise, they must be enrolled as a single contract (two person or family).

- Eligibility Information.** The Group agrees to provide timely and accurate eligibility information, including Medicare status, and to identify all persons subject to the Medicare Secondary Payer statutes and regulations. The Group acknowledges that BCBSM will rely upon the accuracy of all eligibility information the Group provides, and the Group agrees to indemnify and hold BCBSM harmless against loss, claim or action, including costs, penalties and reasonable attorney fees, arising from the provision of inaccurate eligibility information.

- Enrollment Applications.** BCBSM will not accept Member applications for coverage not submitted according to procedures contained in the Guide. Rehires and persons renewing terminated memberships will be enrolled as new employees/Members. All applicable premiums, including those for any retroactive periods, must be paid before such persons shall be deemed to be eligible for coverage.

- PA 350 Claims Dispute Procedures.** A Member who disagrees with how a claim was processed may take advantage of BCBSM's routine inquiry procedures. A Member who is still dissatisfied must exhaust all steps of the internal grievance procedures established pursuant to Part 4 of 1980 PA 350 (MCL 550.1401 et seq., as amended) or, if the GHP is subject to the Employment Retirement Income Security Act of 1974 (ERISA), the procedures established pursuant to 29 CFR Part 2560, before seeking other remedies. A Member dissatisfied with the results of the internal grievance procedure may be entitled to request an external review from the Office of Financial and Insurance Services as provided in 2000 PA 251 (MCLA 550.1901 et seq., as amended), or may file suit in a court having jurisdiction as set forth in Section 15. If the GHP is subject to the Employee Retirement Income Security Act of 1974 (ERISA), a Member may also have a right to file a claim under § 502(a) of ERISA.

Continued on reverse side

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

Company Name (Full Legal Name): **BLOOMFIELD HILLS BD OF ED**
List of Groups: **67201-665**

Customer ID: 112357

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

Signature of BCBSM Rep:

Signature of Agent:

Signature of Underwriter/Group Administration:

[Handwritten signatures]

Mail Code: **B110**

Date: _____

Date: **9-14-06**

Date: _____

Date: **9/19/06**

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

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



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

BlueCard

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

Liability Calculation Method Per Claim

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

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

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

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

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

Return of Overpayments

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

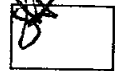


Blue Cross
Blue Shield
Blue Care Network
of Michigan

Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Group Exec Initials



PART B - GROUP INFORMATION

Group Size: 100 + Group Type: Self-Funded (ASC) Assoc/Chamber Indicator: No Effective Date: November 1, 2006
 Industry/Sponsoring Organization Name: Services Customer ID: 112357
 Leasing Company Acronym - Name:
 Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED Phone: +1 (248) 341-5431
 Physical Address: 4175 ANDOVER RD, BLOOMFIELD HILLS, MI 48302 Fax: +1 (248) 341-5449
 Mailing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303 Federal Employer ID: 386003046
 County Name: OAKLAND Type of Business: Elementary and secondary schools
 Name of Owner: Mr. STEVEN GAYNOR Phone: +1 (248) 341-5405

Group #	Suffix	Admin Contact	Phone	Billing Contact	Phone
BLOOMFIELD HILLS BOARD OF ED					
67201	665	SHELLY HOLLIDAY	+1 (248) 341-5432	SARAH DARE	+1 (248) 341-5431
Billing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303					

Workers Compensation Coverage

Status	Expiration Date	Policy #	Carrier
In Force	06/30/2008	2062192	ACCIDENT FUND OF MICHIGAN

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

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

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

Group #	Suffix	Previous BCBSM or BCN Coverage	Former Group #	Cancellation Date	Current Carrier
67201	665	No			
Employer Contribution: 100.00%					

Addition of Eligible Employees:

- A. To be eligible for coverage an employee must work a minimum of 30 hours per week.
- B. Eligible **Dependent** coverage will be effective on date of event, e.g., spouse, newborn, if written notification is received within 30 days thereof with billing prorated. If after 30 days, coverage will be effective at group's next annual reopening date.
- C. **Newly hired full-time, or part-time employees who become full-time** are to be effective 1st billing following the number of days specified below.
- D. Employees hired with an active BCBSM/BCN contract may transfer to this group without regard to above schedule (Item C, above).
- E. Exceptions: Instructional Assistants - newly hired eligible staff working an average of 30 hours per week will be effective the 1st of the month after satisfactory completion of 60 work days probation.

BCBSM ONLY: If a subscriber covered under your group becomes temporarily inactive or leaves your group temporarily for reasons such as family leave, layoff, sick leave, leave of absence, or other temporary situations, you may continue coverage for such person and any of his or her covered dependents for a period not to exceed six months by continuing to pay the premium for such coverage. However, this option is prohibited for any employee or dependent who has experienced permanent termination of employment or loss of eligibility for coverage.

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

Managing Agency Name: NOT APPLICABLE M.A. Number: 00
 Agent Name: GARY M MIKLOSOVIC Agency No.: 00098 BCBSM Agent ID No: 09333
 Agent Address: 24175 NORTHWESTERN HWY STE 200, SOUTHFIELD, MI 480752532 Agent Phone: 2482231991



Group Enrollment & Coverage Agreement

Independent licensees of the Blue Cross
Blue Shield Association

Part C - Coverage Selection

Company Name (Full Legal Name): **BLOOMFIELD HILLS BD OF ED** Customer ID: **112357**

Group(s) Covered: **67201-665**

Certificate/Rider Options: _____ Benefit Requested Date: **November 1, 2006**

MEDICAL/SURG. Package: **Non-Standard PPO Med/Surg**

Certificates/Riders

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

BMT	CB-MH 20%	CB-MHP	CB-PCB	CB-PCM
CI	CNM	CNP	CRNA	DC
ECIP	GCP-D	GLE-1	GPC-SAT-2	PCD
PDC	SD	SOCT	TBHD	HCB-1

MASTER/MEDICAL Package: **Non-Standard PPO Med/Surg - Freestanding**

Certificates/Riders

Master Medical 65 Certificate

MM65AL	MMC-PD
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PRESCRIP. DRUG Package: **Non-Standard Drug**

Certificates/Riders

Preferred Rx Plan Certificate

MOPD	PD-BC \$5	PD-CM	PD-CR \$10
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DENTAL Package: **Non-Standard Dental - Freestanding**

Certificates/Riders

Dental Options Group Benefit Dental Plan Certificate (DENOPT)
RC-30-30-1000 (PK168)

CDC-DC	DO-PPO
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VISION Package: **Non-Standard Vision - Freestanding**

Certificates/Riders

Series A80

ASC930	FLVS
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SELECTED PACKAGES/OPTIONAL RIDERS

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

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

[Signature]

Date: **9-14-06**

Signature of BCBSM Rep:

[Signature]

Date: **9/14/06**

Signature of Agent:

Signature of Underwriter/Group Administration:

Date: _____

070103C Distribution: Underwriting Sales Office 1 Sales Office 2 Membership & Billing



Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Part C con't (2)

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED Customer ID: 112357

Group(s) Covered: 67201-665

Benefit Requested Date: November 1, 2006

Coordination of Benefits: COB3 - Pay & Pursue Coordination of Benefits Form must be attached

Funded Account Program: Maintain Cancel - attach group letter

HRA (Health Reimbursement Account): Add Maintain Cancel - attach group letter

HSA (Health Savings Account): Add Maintain Cancel - attach group letter

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

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

[Blue Cross Blue Shield of Michigan Use Only]

Business Type: Benefit Change

Effective Date: November 1, 2006	BCBSM Inventory Date: November 1, 2006	Control Code: WE
Billing Cycle Date: 01	Sales Office Code: 111	Cluster Code: D500
Current Rate Renewal Date: November 1, 2006	Mail Code: B110	SIC Code: 8211
BCN Inventory Date: November 1, 2006	Territory Code: WE	County Code: 063

**BLUE CROSS BLUE SHIELD OF MICHIGAN
DENTAL OPTIONS GROUP BENEFIT CERTIFICATE
SCHEDULE OF BENEFITS FOR**

(Group Name, Group, Suffix Number(s) Bloomfield Hills Bd. of Education – Group #67201/665

Effective date of Coverage: 11/1/06

We provide benefits only for the following classes of dental services. If a class of service listed in your certificate is not shown below, we will not pay for any services within that classification. All benefits are subject to the terms and conditions of your Dental Options Group Benefit Certificate (Form No. 4943) and to the limitation below.

- | | | |
|---|--|---|
| <p>CLASS I SERVICES</p> <ul style="list-style-type: none"> • Diagnostic Services – Type A • Diagnostic Services – Type B • Preventative Services • Palliative Services | <p>CLASS II SERVICES</p> <ul style="list-style-type: none"> • Endodontic & Periodontic Services • Oral Surgery Services • Adjunctive General Services • Prosthodontic Services – Type A • Restorative Services – Type A • Restorative Services – Type B | <p>CLASS III SERVICES</p> <ul style="list-style-type: none"> • Prosthodontic Services – Type B <p>CLASS IV SERVICES</p> <ul style="list-style-type: none"> • Orthodontic Services |
|---|--|---|

Dental Packages for Experience Rated and ASC Accounts:

Packaged Plans: <i>Select One from Each Column:</i>	Copay/Maximum		Membership:
<input type="checkbox"/> Traditional	<input type="checkbox"/> DO-50/800	<input type="checkbox"/> DO-25/50/1000-OS	<input type="checkbox"/> CDC-FC
<input type="checkbox"/> Traditional Plus, DO-PPO	<input type="checkbox"/> DO-50/1250	<input type="checkbox"/> DO-25/50/1500-OS	<input type="checkbox"/> CDC-DC
<input type="checkbox"/> Blue Exclusive Dental, DO-PPO-XNP	<input type="checkbox"/> DO-25/50/1000	<input type="checkbox"/> DO-25/50/50/1000	
<input type="checkbox"/> Freestanding	<input type="checkbox"/> DO-25/50/1500	<input type="checkbox"/> DO-25/50/50/1000/OS	

Additional Plans: <i>Select One from Each Column:</i>	Copay:	Annual Maximum:	Orthodontic:	Membership:
<input type="checkbox"/> Traditional	<input type="checkbox"/> DO-CR-1	<input type="checkbox"/> DO-AM1000	<input type="checkbox"/> DO-OS1000	<input type="checkbox"/> CDC-FC
<input type="checkbox"/> Traditional Plus, DO-PPO	<input type="checkbox"/> DO-CR-2	<input type="checkbox"/> DO-AM1500	<input type="checkbox"/> DO-OS1500	<input type="checkbox"/> CDC-DC
<input type="checkbox"/> Freestanding	<input type="checkbox"/> DO-CR-3		<input type="checkbox"/> DO-EOS	
	<input type="checkbox"/> DO-CR-4			

Select One from Each Column:	Copay		Annual Maximum:	Orthodontic:	Membership:
<input type="checkbox"/> Community Dental	<input type="checkbox"/> DO-IN/ON-1	<input type="checkbox"/> DO-IN/ON-5	<input type="checkbox"/> DO-AM1000	<input type="checkbox"/> DO-OS1000	<input type="checkbox"/> CDC-FC
<input type="checkbox"/> DO-PPO	<input type="checkbox"/> DO-IN/ON-2	<input type="checkbox"/> DO-IN/ON-6	<input type="checkbox"/> DO-AM1500	<input type="checkbox"/> DO-OS1500	<input type="checkbox"/> CDC-DC
<input type="checkbox"/> Freestanding	<input type="checkbox"/> DO-IN/ON-3	<input type="checkbox"/> DO-IN/ON-7		<input type="checkbox"/> DO-EOS	
	<input type="checkbox"/> DO-IN/ON-4				

Optional Riders: (Traditional, Plus, Community & Flexible)	<input type="checkbox"/> DO-CL-6	<input type="checkbox"/> DO-DBP	<input type="checkbox"/> DO-FLX	<input type="checkbox"/> DO-PC4X	<input type="checkbox"/> DO-PSRP	<input type="checkbox"/> DO-RCR
	<input type="checkbox"/> DO-CL-12	<input type="checkbox"/> DO-DS	<input type="checkbox"/> DO-FT	<input type="checkbox"/> DO-PS	<input type="checkbox"/> DO-RAF	<input type="checkbox"/> DO-XNP

Flexible Dental Plan – Dental Options Group Benefit Certificate

Instructions:	<input type="checkbox"/> Traditional Dental <input checked="" type="checkbox"/> Traditional Plus <input checked="" type="checkbox"/> Freestanding	<input type="checkbox"/> Community Dental <input type="checkbox"/> Freestanding
Enter Copay Amount for:	Class I Services: 0% Class II Services: 30% Class III Services: 30% Class IV Services:	_____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel
Enter Annual Maximum \$ Amount for Class I, II, III:	\$1,000	_____
Enter Lifetime Maximum \$ Amount for Class IV:		_____
Enter Deductible Amount for:	_____ Class I, II III	_____ Class II, III _____ Class III
Enter Deductible Amount per contract year:	_____ Per Member	_____ Per Contract Year
Deductible Credits Apply:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Move X-Rays to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Crowns to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Dentures to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Membership Riders	<input type="checkbox"/> CDC-FC	<input checked="" type="checkbox"/> CDC-DC

Signature of Group Executive: _____
 Signature of BCBSM Rep: _____
 Signature of Agent: _____
 Signature of Underwriter/Group Administration: _____

Joseph Perry

Date: _____
 Date: **9-14-06**
 Date: **9/14/06**
 Date: _____

070102DNT Distribution: Underwriting Sales Office 1 Sales Office 2 Membership & Billing

REFER TO THE FOLLOWING CHARTS FOR APPLICABLE MEMBER COPAYMENT AMOUNTS:

CLASS OF SERVICE	TRADITIONAL DENTAL Dental Options Group Benefit Certificate and a DO Rider				TRADITIONAL DENTAL PLUS Dental Options Group Benefit Certificate – Rider DO-PPO and a DO Rider							
	I	II	III	IV	I		II		III		IV	
PROVIDER	N/A	N/A	N/A	N/A	Panel	Non-P	Panel	Non-P	Panel	Non-P	Panel	Non-P
Dental Package:												
DO-50/800	50%	50%	50%	N/A	50%	50%	50%	50%	50%	50%	N/A	N/A
DO-50/1250	50%	50%	50%	NA	50%	50%	50%	50%	50%	50%	N/A	N/A
DO-25/50/1000	0	25%	50%	N/A	0	0	25%	25%	50%	50%	N/A	N/A
DO-25/50/1500	0	25%	50%	N/A	0	0	25%	25%	50%	50%	N/A	N/A
DO-25/50-1000/OS	0	25%	50%	50%	0	0	25%	25%	50%	50%	50%	50%
DO-25/50/1500/OS	0	25%	50%	50%	0	0	25%	25%	50%	50%	50%	50%
DO-25/50/50/1000	25%	50%	50%	N/A	25%	25%	50%	50%	50%	50%	N/A	N/A
DO-25/50/50/1000/OS	25%	50%	50%	50%	25%	25%	50%	50%	50%	50%	N/A	N/A
DO-CR-1	50%	50%	50%	N/A	50%	50%	50%	50%	50%	50%	N/A	N/A
DO-CR-2	25%	50%	50%	N/A	25%	25%	50%	50%	50%	50%	N/A	N/A
DO-CR-3	0	50%	50%	N/A	0	0	50%	50%	50%	50%	N/A	N/A
DO-CR-4	0	25%	50%	N/A	0	0	25%	25%	50%	50%	N/A	N/A

CLASS OF SERVICE	COMMUNITY DENTAL Dental Options Group Benefit Certificate – Rider DO-PPO and a DO-IN Rider, DO-OS Rider & DO-AM Rider							
	I		II		III		IV	
PROVIDER	Panel	Non-P	Panel	Non-P	Panel	Non-P	Panel	Non-P
Dental Package:								
DO-IN/ON-1	0	20%	20%	40%	40%	60%		
DO-IN/ON-2	0	25%	25%	50%	50%	50%		
DO-IN/ON-3	0	50%	50%	50%	50%	50%		
DO-IN/ON-4	25%	50%	50%	50%	50%	60%		
DO-IN/ON-5	0	100%	25%	100%	50%	100%		
DO-IN/ON-6	0	25%	0%	25%	25%	50%		
DO-IN/ON-7	0	50%	25%	50%	50%	50%		
DO-OS1000							50%	60%
DO-OS1500							50%	60%
DO-AM1000	\$1,000 Annual Maximum (Class I, II, III)						\$1,000 Ortho Lifetime Maximum	
DO-AM1500	\$1,500 Annual Maximum (Class I, II, III)						\$1,500 Ortho Lifetime Maximum	
DO-EOS							Deletes Orthodontic Services	

Riders	Explanation
CDC-DC	Dependent Continuation Rider
CDC-FC	Family Continuation Rider
DO-CL-12	We pay for two dental cleaning in any 12-month period; beginning on the date of the member's first cleaning.
DO-CL-6	We pay for dental cleaning once every six months, per member. This period begins on the date of the member's first treatment.
DO-DBP	Benefit period for dental coverage is the 12 month period beginning on the effective date of coverage or renewal by the group
DO-DS	Dental sealants are on payable once per tooth every 36 months. This period begins on the date of the member's first treatment.
DO-FLX	We pay full mouth x-rays every 36 months per member. This period begins on the date of the member's last x-ray.
DO-FT	Restricts fluoride treatments to members age 19 and under.
DO-PC4X	Allows up to 4 cleanings per member, per calendar year, during the two full calendar years immediately following periodontal surgery.
DO-PPO	Adds a Preferred Provider Organization Network.
DO-PPO-XNP	Excludes Non-Panel services
DO-PS	Periodontal surgical services are payable once every 60 months per quadrant. This period begins on the date these services were last rendered to a member.
DO-PSRP	Periodontal scaling and root planing services are payable once every 60 months per quadrant, per member. This period begins on the date these services were last rendered to the member.
DO-RAF	We pay for replacement (fillings) once for each tooth every 12 months, per member, after the initial filling.
DO-RCR	We pay for replacement cast restorations (crowns, inlays, onlays and veneers) once every 36 months per member. This period begins on the date the last restoration was cemented in place.
DO-XNP	Excludes services by a non-network (DenteMax) provider

070102DNT



An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 09/14/2006

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-665

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>MEDICAL/SURG.</u>		
Rider	BMT	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
	Bone Marrow Transplants		
Rider	CB-MH 20% (CB-MH20%)	5811	Decreases copay to 20% for mental health care and substance abuse treatment provided by both network and non-network providers.
	Mental Health/Substance Abuse Treatment Copay Requirement		
Rider	CB-MHP	5515	Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to substance abuse treatment.
	Mental Health Parity		
Rider	CB-PCB	6603	Adds the following laboratory and radiology services to the list of preventive care services: o Chemical profile o Complete blood count o Urinalysis o Chest X-ray o EKG One of each test per member, per calendar year is covered when performed by a network provider, with no age restrictions. These benefits are subject to the annual \$250 Preventive Care Benefits maximum.
	Preventive Care Benefits		
Rider	CB-PCM	5812	Removes \$250 annual maximum for covered preventive care services. All age and frequency limitations remain the same.
	Preventive Care Maximum		
Certificate	CBPPO1	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 copay for select office services, a \$50 copay for emergency room visits and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member, \$500 family deductible, a 20% out-of-network copay, a \$50 copay for emergency room and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. Preventive care is not covered out-of-network.
	Community Blue Group Benefits Certificate		
Rider	CI	5315	Adds benefits for contraceptive injections. Note: This coverage is available only with prescription drug coverage. When this rider is selected, Riders PCD and PD-CM must also be selected.
	Contraceptive Injections		
Rider	CNM	6600	Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or Blue Cross Blue Shield approved birthing center. Pre- and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage.
	Certified Nurse Midwife		
Rider	CNP	3687	Allows payment to participating Certified Nurse Practitioners for services covered by the member's group health plan when provided in any location except a hospital inpatient setting.
	Certified Nurse Practitioner		



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-665

Classification	Certificate/Rider	Number	Benefit Description
Rider Certified Registered Nurse Anesthetist	CRNA	5385	Includes certified registered nurse anesthetists (CRNA) as professional providers and pays them directly for covered anesthesia services.
Rider Dependent Continuation	DC	4656	Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met.
Rider Extended Coverage for Inpatient Psychologists' Services	ECIP	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Rider Extended Days	GCP-D (GCPD)	2014	Increases maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Rider General Limitations and Exclusions	GLE-1 (GLE1)	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider Substance Abuse Treatment Program Benefits	GPC-SAT-2 (GPCSAT2)	4087	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Rider Hospice Care Benefits	HCB-1	7021	Adds hospice care benefits for terminally ill individuals when certain conditions are met and services are provided in an approved hospice program.
Certificate Blue Shield Complementary Option 1	OPTION 1 (OPT1)	0738	Works with group health care programs to supplement Medicare Part B (professional) benefits. Covers the Medicare Part B deductible, 20% coinsurance for general services, and 50% coinsurance for outpatient mental health care.
Certificate Blue Cross Complementary Group Benefit Certificate	OPTION 2 (OPT2)	2017	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare.
Rider Prescribed Contraceptive Devices	PCD	9973	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and IUDs. Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.
Rider Prior Deductible Credit	PDC		Allows for the credit of a prior carrier's deductible to the BCBSM deductible in the first year. The expenses must be incurred and applied to the prior carrier's deductible within the 90 days prior to the Blue Cross Blue Shield effective date.
Rider Sponsored Dependent	SD	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-665

Classification	Certificate/Rider	Number	Benefit Description
Rider Specified Oncology Clinical Trials	SOCT	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider Temporary Benefits Due to Hospital Departicipation	TBHD	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-665

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



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List of Groups: 67201-665

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



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Benefit Descriptions

Printed on 09/14/2006

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-685

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u> <u>DENTAL</u>			
Rider	CDC-DC	4693	Allows members to continue group dental coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met.
Continuation of Coverage for Dependent Children			
Certificate	DENOPT	4943	Provides coverage for preventive (Class I), restorative (Class II), construction (Class III), and Orthodontic (Class IV) dental services with copayments and annual benefit maximums indicated by the purchased riders.
Dental Options Group Benefit Dental Plan Certificate			
	DO-PPO (DOPPO)	5339	Adds a Preferred Provider Organization dental network.
Preferred Provider Organization			
Certificate	PK168	PK168	
RC-30-30-1000			



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-665

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>VISION</u>		
Rider	ASC930	6001	Bloomfield Hills Board of Education 67201-663
ASC Plan Mod 930			
Rider	FLVS	4764	Changes frequency limitation for exams and lenses from once every 24 months to once every 12 months.
Frequency Limitations for Vision Care Services			
Certificate	VCA-80 (VCA80)	4770	Adds coverage for vision care benefits once every 24 months. Services received from participating providers are paid at 100% of the Blue Cross Blue Shield-approved amount, minus the following member copays: o Vision testing exams - \$5 copay o Frames and lenses or Contact lenses - \$7.50 copay
Series A80			

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**Community BlueSM PPO
Benefits-at-a-Glance
Plan 1**
**Bloomfield Hills Bd. of Education
Group #67201/665**

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

In-Network
Out-of-Network
Preventive Care Services – *Payment for preventive services is unlimited per member per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth 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	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		

Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

Diagnostic Services

Laboratory and Pathology Services	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic Radiology	Covered – 100%	Covered – 80% after deductible

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible
Unlimited days		
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 100%
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100%	Covered – 100%
Unlimited visits		

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50%	Covered – 50%
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which is adjusted annually	

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	Covered – see attached	Covered – see attached

Deductible, Copays and Dollar Maximums

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

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

Additional Coverage

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and prescription oral or injectable contraceptive medications. Note: These riders are only available as a "package" with prescription drug coverage.
Rider CB-MH20%, Mental Health & Substance Abuse	Decreases the co-pay to 20% for mental health and substance abuse treatment provided by both network and non-network providers.

CB-1, CB-MHP, CB-MH20%, CB-PCM, \$10/\$15RX, MOPD, CI, PCD, PD-CM, Dental #PK168, VCA-80, ASC Plan Mod. 930, FLVS, FC, SD 8/14/06/bm

Traditional Plus Dental Coverage Benefits-at-a-Glance

Bloomfield Hills Bd of Ed - #67201/665

Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19

Class II Services

Fillings - permanent teeth	Covered – 70%, once every 24 months
Fillings - primary teeth	Covered – 70%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 70%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 70%, three per calendar year
Root Canal Therapy	Covered – 70%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 70%, once every 24 months
Occlusal Adjustment	Covered – 70%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 70%, once every 12 months
General Anesthesia or IV Sedation	Covered – 70%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 70%
Relining or Rebasings of Partials or Dentures	Covered – 70%, once every 36 months per arch
Tissue Conditioning	Covered – 70%, once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 70%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 70%

Class III Services

Removable Dentures and Partials	Covered – 70%, once every 60 months
Fixed Bridges	Covered – 70%, once every 60 months, payable for members age 16 and older

Class IV Services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Full-Banding Treatment	Not Covered
Monthly, Active Treatment Visits	Not Covered

Copays and Dollar Maximums

Copays	30% for class II & III services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	Not Covered

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Dental #DPK168

8/14/06/bm

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Blue Vision Care (A80) Coverage

Benefits-at-a-Glance

Bloomfield Hills Bd. of Education

Group #67201/665

Participating
Provider

Nonparticipating
Provider

Vision Testing Examination

Eye Exam	Covered – \$5 copay	Covered – 75% after \$5 copay
	Once every 24 months	

Frames – Members may obtain either eyeglasses or contact lenses, but not both.

Frames	Covered – \$7.50 copay, combined with copay for lenses	Covered – Up to predetermined amount
	One frame every 24 months	

Lenses – Members may obtain either eyeglasses or contact lenses, but not both.

Standard Lenses, less than 65 mm in diameter	Covered – \$7.50 copay, combined with copay for frames	Covered – Up to predetermined amount
	One pair every 24 months	
Cosmetic Contact Lenses, not medically necessary	Covered – Up to a maximum payment of \$35, member responsible for difference	Covered – Up to predetermined amount
	One every 24 months	
Therapeutic Contact Lenses, medically necessary	Covered – \$7.50 copay	Covered – Up to predetermined amount
	One every 24 months	

Copays

<ul style="list-style-type: none"> • Eye exam • Frames and/or lenses <u>or</u> therapeutic contact lenses 	\$5 copay	\$5 copay
	A combined \$7.50 copay	Member responsible for difference between approved amount and provider's charge

Additional coverage

Rider FLVS

Changes the benefit renewal limitation for vision care services from once every 24 months to once every 12 months for Eye Examinations and Lenses.

ASC Plan Modification 930

FRAMES:

This modification **REMOVES** the use of BCBSM's approved amount, acquisition fee, and dispensing fee methodology for eyeglass frames. It also **ALLOWS** the \$7.50 member co-payment to be imposed for frames dispensed by a non-participating provider, too.

BCBSM's maximum approved amount for frames dispensed by **participating and non-participating providers** will now be \$42.50, less the member's \$7.50 co-payment. As a result, BCBSM's maximum **PAYMENT** for frames will not exceed \$35.00 ($\$42.50 - \$7.50 = \35.00). Note: The \$7.50 co-payment remains a **combined** co-payment for both frames and lenses.)

LENSES:

This modification **REMOVES** the use of BCBSM's approved amount, acquisition fee, and dispensing fee methodology for eyeglass lenses. Instead, BCBSM will now consider the provider's billed charge to be the approved amount for eyeglass lenses, whether provided by a participating or non-participating provider. (In other words, we will pay the provider's charge for lenses less, the member's co-payment.) The \$7.50 combined co-payment for frames and lenses remains unchanged.

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8/14/06/bm



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Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$15 Brand Name Fixed Dollar Copay Benefits-at-a-Glance Bloomfield Hills Bd. of Education Group #67201/665

Network Pharmacy

Non-Network Pharmacy

Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

Copays

Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$15 for each brand name drug	\$15 for each brand name drug
Out-of-Network Sanction	Not Applicable	25% plus applicable co-pay
Mail Order Prescription Drugs (Rider MOPD)	\$10 for each generic drug; \$15 for each brand name drug	Not Applicable

Additional Coverage

Rider PD-CM, Prescription Contraceptive Medications	Adds benefits to the Prescription Drug Plan for prescription oral or injectable contraceptive medications. Note: When this rider is selected, Rider PCD must also be selected.
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Note: A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Med Impact pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Med Impact networks.

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8/14/06/bm

APPENDIX D

FAMILY AND MEDICAL LEAVE ACT PROCEDURES

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

A. Eligible Employees

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

B. Definition of 12 Month Period

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

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

C. Reasons for Leave

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

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

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

D. Definition of Serious Health Condition

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

E. Intermittent Leave or Reduced Leave Schedule

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

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

F. Transfer to Temporary Alternative Jobs

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

G. Used of Accrued Leave Days

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

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

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

Leave should be requested, in writing, stating the date the leave will begin and the expected date of return to work. Employees are required to give 30 days notice for foreseeable leaves for birth, adoption, foster care placement, or planned medical treatment. However, if the reason for leave requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. Forms for requesting Family and Medical Leave are available in the Personnel Office.

I. Certification of a Health Care Provider

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

J. Subsequent Recertification

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

K. Group Health Care Benefits

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

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

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

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

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

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

M. Spouse Employed by Bloomfield Hills Schools

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

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

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

N. Restoration to Position After Leave

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

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

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

In accordance with Article XVII, Leaves of Absence (Non-Compensable), Section 3, the return to work of employees who take up to twelve months of unpaid leave for the birth or adoption of a child is contingent upon a vacancy being available for which the individual is qualified. There shall be no layoff to provide a vacancy.

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

O. Status and Intention of Employee To Return To Work

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

P. Highly Compensated Employees

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

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

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

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

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

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