

Agreement between Bloomfield Hills Schools and the Bloomfield Hills Association of Instructional Assistants



July 1, 2009 through June 30, 2012



Bloomfield Hills Schools
Scholarship · Opportunity · Integrity

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.

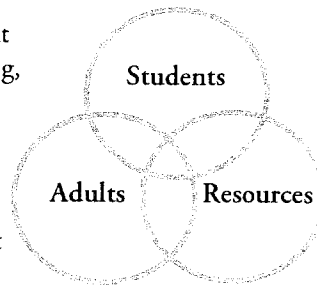
Adults

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, 2009 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 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 in 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 Director 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 worker's 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(E)), 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 Ten 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 Ten 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 C. 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

Basic Leave Entitlement: Bloomfield Hill Schools Family and Medical Leave Regulation allows eligible employees to take up to twelve (12) work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to twelve (12) work weeks of unpaid leave for military exigencies, and up to a total of twenty-six (26) work weeks of unpaid leave for military exigencies, and up to a total of twenty-six (26) work weeks of unpaid leave to care for a covered military service member. Appendix C to this contract contains the regulation applicable to FMLA leave. Compensable absences and use of leave days are included in the calculation of the twelve (12) work weeks for FMLA.

Additional information and forms relating to Family and Medical leaves are available from the Human Resources Department.

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 Hospital/Medical Insurance Permitted While District is Self-Insured

Duplication of hospitalization insurance is permitted as long as the District is self-insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan.

If District is Not Self-Insured

In the event the District is no longer self-insured, duplication of medical/hospitalization insurance will not be permitted. The Human Resources Department will notify employees, in writing, if the district is no longer self-insured. In that event, employees shall not knowingly cause the Board to provide medical/hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Association shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

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, 2010, there will be a triple tiered co-pay for prescription drugs as follows: \$10 generic, \$20 preferred; \$40 non-preferred. A Medical Plan Comparison Chart is attached as Appendix B.

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 Blue Cross Blue Shield Community Blue Option 1. The prescription co-pay is \$10 (generic) and \$15 (brand name). Effective November 1, 2010, the prescription co-pay will be: \$10 generic, \$20 preferred, \$40 non-preferred brand. 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. The amount is \$600 for single subscribers, \$800 for two person subscribers and \$1000 for family subscribers.

e. Employee Contribution

Effective November 1, 2010, each employee electing health insurance coverage shall make the following annual pre-tax contribution:

| | |
|-------------|-------|
| Single | \$250 |
| Two Person | \$500 |
| Full Family | \$500 |

f. Health Risk Assessment/Rebate

1. Health Risk Assessment

A. Health Risk Assessment

Effective with the November 1, 2010 Cafeteria Benefits plan year, employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider. The health risk assessment includes height, weight, pulse and tests for the following as outlined on the Health Risk Assessment form:

Fasting Glucose
Hemogram
Lipid Panel

The Health Risk Assessment form will be available in the Human Resources Department.

B. Partial Rebate of Pre-tax Contribution

Employees and their spouses (if applicable) who participate in the annual health risk assessment are eligible to receive a partial rebate of the employee pre-tax contribution provided in subparagraph (1)(e) above. The rebate of the annual contribution is as follows:

| <u>School Year</u> | <u>Partial Rebate</u> |
|--------------------|---|
| 2010-11 & after | \$125 single/\$250 two persons or full family |

Eligibility for the partial rebate is based upon the receipt by the Benefits Coordinator, in the Human Resources Department of the completed health risk assessment form by the following dates:

Rebate for 2010-11 school year:

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 1, 2009 and August 1, 2010: Form due by August 1, 2010.

Rebate for 2011-12 school year:

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 2, 2010 and August 2, 2011: Form due by August 2, 2011.

Rebate for 2012-13 school year:

The employee/spouse may submit the completed health risk assessment for any physical exam that occurred between August 3, 2011 and, August 3, 2012. Form due by August 3, 2012.

Forms received after the due date will not qualify the employee for the partial rebate. *There will be no exceptions.*

The partial rebate is premised upon each adult (employee and spouse (if applicable)) participating in the annual health risk assessment. In the event only one adult in a two adult household participates, the rebate will be reduced by 50%. For example:

- Employee participates and spouse participate – rebate = \$250
- Employee participates and spouse does not – rebate = \$125

- Employee does not participate but spouse does – rebate = \$125
- Neither employee nor spouse participates – rebate = \$0.00

In the event of a one parent family electing full family coverage, where there is only one adult to participate in the annual health risk assessment, if the adult participates in the health risk assessment, the rebate will be \$250.00. If the adult does not participate, the rebate will be \$0.00.

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 Workers' 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 Workers' 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 workers' 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:

- A. 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.
- B. 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

2009-2010 Base schedule (227 days @ 6.5 hours = 1475.50 hours) includes 9 paid holidays

0.50%

Plus 1% OFF schedule for those not getting a step increase

| | Non-Degree | | Associate Degree | | Bachelors Degree | |
|------------------------|-----------------|----------------|------------------|-----------------------|------------------|-----------------------|
| | <u>Contract</u> | <u>Hourly</u> | <u>Contract</u> | <u>Hourly</u> 0.20 | <u>Contract</u> | <u>Hourly</u> 0.55 |
| 0 | \$19,801 | \$13.42 | \$20,096 | \$13.62 | \$20,613 | \$13.97 |
| 1 | \$20,834 | \$14.12 | \$21,129 | \$14.32 | \$21,646 | \$14.67 |
| 2 | \$21,837 | \$14.80 | \$22,133 | \$15.00 | \$22,649 | \$15.35 |
| 3 | \$22,501 | \$15.25 | \$22,796 | \$15.45 | \$23,313 | \$15.80 |
| 4 | \$23,136 | \$15.68 | \$23,431 | \$15.88 | \$23,947 | \$16.23 |
| 5 | \$23,874 | \$16.18 | \$24,169 | \$16.38 | \$24,685 | \$16.73 |
| 6 | \$24,611 | \$16.68 | \$24,906 | \$16.88 | \$25,423 | \$17.23 |
| 7 | \$25,275 | \$17.13 | \$25,570 | \$17.33 | \$26,087 | \$17.68 |
| 8 | \$25,910 | \$17.56 | \$26,205 | \$17.76 | \$26,721 | \$18.11 |
| 9 | \$26,456 | \$17.93 | \$26,751 | \$18.13 | \$27,267 | \$18.48 |
| 10 | \$30,351 | \$20.57 | \$30,646 | \$20.77 | \$31,163 | \$21.12 |
| 1% OFF Schedule | \$30,661 | \$20.78 | \$30,956 | \$20.98 | \$31,472 | \$21.33 |

2010-2011 Base schedule (221 days @ 6.5 hours = 1436.50 hours) includes 9 paid holidays

0.50%

Plus 1% OFF schedule for those not getting a step increase

| | Non-Degree | | Associate Degree | | Bachelors Degree | |
|------------------------|-----------------|----------------|------------------|-----------------------|------------------|-----------------------|
| | <u>Contract</u> | <u>Hourly</u> | <u>Contract</u> | <u>Hourly</u> 0.20 | <u>Contract</u> | <u>Hourly</u> 0.55 |
| 0 | \$19,378 | \$13.49 | \$19,666 | \$13.69 | \$20,168 | \$14.04 |
| 1 | \$20,384 | \$14.19 | \$20,671 | \$14.39 | \$21,174 | \$14.74 |
| 2 | \$21,361 | \$14.87 | \$21,648 | \$15.07 | \$22,151 | \$15.42 |
| 3 | \$22,022 | \$15.33 | \$22,309 | \$15.53 | \$22,812 | \$15.88 |
| 4 | \$22,625 | \$15.75 | \$22,912 | \$15.95 | \$23,415 | \$16.30 |
| 5 | \$23,357 | \$16.26 | \$23,645 | \$16.46 | \$24,148 | \$16.81 |
| 6 | \$24,076 | \$16.76 | \$24,363 | \$16.96 | \$24,866 | \$17.31 |
| 7 | \$24,737 | \$17.22 | \$25,024 | \$17.42 | \$25,527 | \$17.77 |
| 8 | \$25,354 | \$17.65 | \$25,642 | \$17.85 | \$26,144 | \$18.20 |
| 9 | \$25,886 | \$18.02 | \$26,173 | \$18.22 | \$26,676 | \$18.57 |
| 10 | \$29,692 | \$20.67 | \$29,980 | \$20.87 | \$30,483 | \$21.22 |
| 1% OFF Schedule | \$29,994 | \$20.88 | \$30,281 | \$21.08 | \$30,784 | \$21.43 |

2011-2012 Base schedule (218 days @ 6.5 hours = 1417.0 hours) includes 9 paid holidays

0.50%
Plus 1% OFF schedule for those not getting a step increase

| | Non-Degree | | Associate Degree | | Bachelors Degree | |
|------------------------|-----------------|----------------|------------------|-----------------------|------------------|-----------------------|
| | <u>Contract</u> | <u>Hourly</u> | <u>Contract</u> | <u>Hourly</u> 0.20 | <u>Contract</u> | <u>Hourly</u> 0.55 |
| 0 | \$19,200 | \$13.55 | \$19,484 | \$13.75 | \$19,980 | \$14.10 |
| 1 | \$20,206 | \$14.26 | \$20,490 | \$14.46 | \$20,986 | \$14.81 |
| 2 | \$21,184 | \$14.95 | \$21,468 | \$15.15 | \$21,964 | \$15.50 |
| 3 | \$21,822 | \$15.40 | \$22,105 | \$15.60 | \$22,601 | \$15.95 |
| 4 | \$22,431 | \$15.83 | \$22,715 | \$16.03 | \$23,210 | \$16.38 |
| 5 | \$23,154 | \$16.34 | \$23,437 | \$16.54 | \$23,933 | \$16.89 |
| 6 | \$23,876 | \$16.85 | \$24,160 | \$17.05 | \$24,656 | \$17.40 |
| 7 | \$24,514 | \$17.30 | \$24,798 | \$17.50 | \$25,293 | \$17.85 |
| 8 | \$25,138 | \$17.74 | \$25,421 | \$17.94 | \$25,917 | \$18.29 |
| 9 | \$25,662 | \$18.11 | \$25,945 | \$18.31 | \$26,441 | \$18.66 |
| 10 | \$29,431 | \$20.77 | \$29,714 | \$20.97 | \$30,210 | \$21.32 |
| 1% OFF Schedule | \$29,729 | \$20.98 | \$30,012 | \$21.18 | \$30,508 | \$21.53 |

A. Salary Schedule Placement

Per the above schedule, those individuals who have an Associate 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 Degree from an accredited institution of higher learning will be eligible for an additional \$0.55/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, 2009 and shall continue in full force and effect until June 30, 2012. 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, 2012 setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in

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, 2013 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 14, 2010 and was approved by the Board of Education on June 17, 2010.

BOARD OF EDUCATION

BLOOMFIELD HILLS ASSOCIATION
OF INSTRUCTIONAL ASSISTANTS

By Ingrid M. Day
Ingrid Day, President

By Nancy Richards
Nancy Richards, President

By Ed Ford
Ed Ford, Vice President

By Gwendolyn Higgins
Gwendolyn Higgins, Vice President

By Robert Glass
Robert Glass, Superintendent

By Steve Amberg
Steve Amberg, MEA Uniserv Director

APPENDIX

1. APPENDIX A Group Enrollment & Coverage Agreement
2. APPENDIX BDescription of Health/Dental/Vision/Prescription Benefits
3. APPENDIX CFamily Medical Leave Act Procedures

Blue Care Network Region: Hospital Market & Large Groups

Part C

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED Group ID: 00112357

Sub Group(s) Covered: 0001-0015

Blue Care Network Certificate/Rider Options Benefit Requested Date: November 1, 2010

MEDICAL/SURG. Package: Non-Standard HMO Med/Surg

Certificates

BCN 5

Riders

DC SD SN120 IOMHP

PRESCRIP. DRUG Package: Non-Standard Drug

Certificates

Riders

P1024C MOPD

SELECTED PACKAGES & OPTIONAL RIDERS

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

Family Continuation Coverage terminates at the end of the year when the child reached age: 23 25 Other
Group requires Family Continuation dependent to be: full-time student - OR - follows IRS income test (4) times personal exemption amount

Mail Identification Cards to: Individual Send Bill to: Group Sub Group Contract

Should BCN issue certificates of creditable coverage (HIPAA): Yes No

| Total Group Census: | | Enrolling: | | Not Enrolling: | |
|---------------------|-------------------------------|-------------------------|-------|----------------------------|-------------------------------|
| Total Employees: | 1,100 | 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: | 1,100 | | | | |

[Blue Cross Blue Shield of Michigan/Blue Care Network Use Only]

Business Type: Benefit Change

| | | |
|--|------------------------|--|
| Effective Date: November 1, 2010 | Sales Office Code: 655 | SIC Code: 8211 |
| Billing Cycle Date: 01 | Mail Code: B440 | County Code: 063 |
| Rate Renewal Date: November 1, 2009 | Territory Code: DE | Is this group |
| BCBSM Inventory Date: November 1, 2010 | Control Code: DE | BluesCONNECT: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| BCN Inventory Date: November 1, 2010 | | |

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 Care Network 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:

Deeley Hall

Date: _____

Signature of BCBSM Rep:

Date: _____

Signature of Agent:

Date: _____

Signature of Underwriter:

Date: _____

100107BCNC Benefit Change

Distribution:

Underwriting

Sales Office 1

Sales Office 2



Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Federal Tax ID Number: 386003046

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, 2010 |

MEDICAL/SURG.

Package: Non-Standard PPO Med/Surg

Certificates/Riders

Blue Cross Complementary Group Benefit Certificate 2
Blue Shield Complementary Option 1
Community Blue Group Benefits Certificate

| | | | | |
|-----------|--------------|----------|--------|-------|
| ASC3696 | BMT | CB-MHP-2 | CB-PCM | CI |
| CUSTCB | DC | ECIP | GCP-D | GLE-1 |
| GPC-SAT-2 | GPC-SAT-MHP2 | PCD | SD | SOCT |
| TBHD | | | | |

PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders

Preferred Rx Plan Certificate

| | | | | |
|----------------|------|-------|-------|------|
| \$10/\$20/\$40 | MOPD | PD-CM | PD-PT | RX90 |
|----------------|------|-------|-------|------|

DENTAL

Package: Non-Standard Dental - Freestanding

Certificates/Riders

SEE ATTACHED

VISION

Package: Non-Standard Vision - Freestanding

Certificates/Riders

Series A80

| | |
|--------|--------|
| ASC930 | FLVS-A |
|--------|--------|

SELECTED PACKAGES & OPTIONAL RIDERS

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

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 1998, "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.

The Group agrees with all terms as stipulated in this Benefit Change - Part C and in specified Blue Cross Blue Shield of Michigan Health Care Certificate(s) and Rider(s). Do not sign this agreement unless a benefit description is enclosed.

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

Date: _____

Signature of BCBSM Rep:

Date: _____

Signature of Agent:

Date: _____

Signature of Underwriter/Group Administration:

Date: _____



**BLUE CROSS BLUE SHIELD OF MICHIGAN
DENTAL OPTIONS GROUP BENEFIT CERTIFICATE
SCHEDULE OF BENEFITS FOR
Bloomfield Hills Bd. of Education 67201/665
PK168**

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 • Preventive 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 Plus, DO-PPO | <input type="checkbox"/> DO-50/800 | <input type="checkbox"/> DO-25/50/1000-OS | <input type="checkbox"/> CDC-FC |
| <input type="checkbox"/> Exclusive Dental, DO-PPO-XNP | <input type="checkbox"/> DO-50/1250 | <input type="checkbox"/> DO-25/50/1500-OS | <input type="checkbox"/> CDC-DC |
| <input type="checkbox"/> Freestanding | <input type="checkbox"/> DO-25/50/1000 | <input type="checkbox"/> DO-25/50/50/1000 | |
| | <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 Plus, DO-PPO | <input type="checkbox"/> DO-CR-1 | <input type="checkbox"/> DO-AM 1000 | <input type="checkbox"/> DO-OS1000 | <input type="checkbox"/> CDC-FC |
| <input type="checkbox"/> Exclusive Dental, DO-PPO-XNP | <input type="checkbox"/> DO-CR-2 | <input type="checkbox"/> DO-AM 1200 | <input type="checkbox"/> DO-OS1500 | <input type="checkbox"/> CDC-DC |
| <input type="checkbox"/> Freestanding | <input type="checkbox"/> DO-CR-3 | <input type="checkbox"/> DO-AM 1500 | <input type="checkbox"/> DO-EOS | |
| | <input type="checkbox"/> DO-CR-4 | | | |

| <i>Select One from Each Column:</i> | Copay | | Annual Maximum: | Orthodontic: | Membership: |
|---|-------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|---------------------------------|
| <input type="checkbox"/> Community Dental, DO-PPO | <input type="checkbox"/> DO-IN/ON-1 | <input type="checkbox"/> DO-IN/ON-5 | <input type="checkbox"/> DO-AM 1000 | <input type="checkbox"/> DO-OS1000 | <input type="checkbox"/> CDC-FC |
| <input type="checkbox"/> Exclusive Dental, DO-PPO-XNP | <input type="checkbox"/> DO-IN/ON-2 | <input type="checkbox"/> DO-IN/ON-6 | <input type="checkbox"/> DO-AM 1200 | <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-AM 1500 | <input type="checkbox"/> DO-EOS | |
| | <input type="checkbox"/> DO-IN/ON-4 | | | | |

| Optional Riders all above Dental Plans | <input type="checkbox"/> DO-CL-6 | <input type="checkbox"/> DO-D\$50 | <input type="checkbox"/> DO-DI | <input type="checkbox"/> DO-FT | <input type="checkbox"/> DO-PSRP | <input type="checkbox"/> DO-XDI |
|--|-----------------------------------|------------------------------------|---------------------------------|----------------------------------|----------------------------------|---------------------------------|
| | <input type="checkbox"/> DO-CL-12 | <input type="checkbox"/> DO-D\$100 | <input type="checkbox"/> DO-ERP | <input type="checkbox"/> DO-PC4X | <input type="checkbox"/> DO-RAF | <input type="checkbox"/> DO-XNP |
| | <input type="checkbox"/> DO-CC2 | <input type="checkbox"/> DO-DBP | <input type="checkbox"/> DO-FLX | <input type="checkbox"/> DO-PS | <input type="checkbox"/> DO-RCR | |

| | |
|---|--|
| Blue Dental ChoiceSM (Voluntary) | <input type="checkbox"/> BDC Plan 2: DO-25-50-1000, DO-WP 0/0/12, DO-D\$50, DO-CC2, DO-PPO-PNP |
| | <input type="checkbox"/> BDC Plan 3: DO-25-50-1000-OS, DO-WP 0/0/12, DO-D\$50, DO-CC2, DO-PPO-PNP, DO-WP-Ortho12 |

| | | |
|--|---|--|
| Instructions: | <input checked="" type="checkbox"/> Traditional Plus (PK) | <input type="checkbox"/> Community Dental (CK) |
| | <input type="checkbox"/> Exclusive (BK) | <input type="checkbox"/> Freestanding |
| | <input type="checkbox"/> Freestanding | |
| Enter Copay Amount for: | Class I Services: 0% | _____ Panel _____ Non Panel |
| | Class II Services: 30% | _____ Panel _____ Non Panel |
| | Class III Services: 30% | _____ Panel _____ Non Panel |
| | Class IV Services: NA | _____ Panel _____ Non Panel |
| Enter Annual Maximum \$ Amount for Class I, II, III: | \$1,000 | _____ |
| Enter Lifetime Maximum \$ Amount for Class IV: | NA | _____ |
| 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 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 |

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

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

Benefits At A Glance

BCN5

00112357 Bloomfield Hills Bd. of Education

This is intended as an easy to read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network 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. **Services must be provided or arranged by member's primary care physician or health plan.**

Deductible, Copays and Dollar Maximums

| | |
|---|--|
| Deductible | None |
| Fixed Copay: | \$5 for allergy injections |
| | \$5 office visits |
| | \$10 for urgent care visits |
| | \$25 for emergency room Visits |
| | \$5 for referral physician visit |
| Percent Copay | 50% for selected services as noted below |
| Copay Dollar Maximums | |
| Fixed Dollar Copay | None |
| Percent Copay - Inpatient Mental Health | None |
| Percent Copay | None |
| Dollar Maximums | None |

Preventive Services

| | |
|---|--|
| Health Maintenance Exam | \$5 Copay |
| Annual Gynecological Exam | \$5 Copay |
| Pap Smear Screening | Office visit copay may apply per member, per visit |
| Well-Baby and Child Care | \$5 Copay |
| Immunizations - pediatric and adult | Office visit copay may apply per member, per visit |
| Prostate Specific Antigen (PSA) Screening | Office visit copay may apply per member, per visit |

Mammography

| | |
|-----------------------|------|
| Mammography Screening | 100% |
|-----------------------|------|

Physician Office Services

| | |
|--|-----------|
| Office Visits | \$5 Copay |
| Consulting Specialist Care - when referred | \$5 Copay |

Emergency Medical Care

| | |
|---|-------------------------------|
| Hospital Emergency Room (copay waived if admitted, if applicable) | \$25 Copay |
| Urgent Care Center | \$10 Copay |
| Ambulance Services - medically necessary | 100%, ground and air services |

Diagnostic Services

| | |
|-----------------------------------|--|
| Laboratory and Pathology Tests | Office visit copay may apply per member, per visit |
| Diagnostic Tests and X-rays | Office visit copay may apply per member, per visit |
| High Technology Radiology Imaging | Office visit copay may apply per member, per visit |
| Radiation Therapy | Office visit copay may apply per member, per visit |

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Benefits At A Glance

BCN5

00112357 Bloomfield Hills Bd. of Education

Maternity Services Provided by a Physician

| | |
|-------------------------------|--|
| Pre-Natal and Post-Natal Care | \$5 Copay |
| Delivery and Nursery Care | 100% (for professional services. See Hospital Care for facility charges) |

Hospital Care

| | |
|---|----------------------|
| General Nursing Care, Hospital Services and Supplies | 100%; unlimited days |
| Outpatient Surgery - see member certificate for specific outpatient surgical copays | 100% |

Alternatives to Hospital Care

| | |
|----------------------|----------------------------------|
| Skilled Nursing Care | 100% |
| | Up to 120 days per calendar year |
| Hospice Care | 100% |
| Home Health Care | \$5 Copay |

Surgical Services

| | |
|--|--|
| Surgery - included all related surgical services and anesthesia - see member certificate for specific surgical copays. | See Hospital Care for inpatient and outpatient copay |
| Voluntary Sterilization | 50% on all associated cost |
| Elective Termination (First Trimester Termination of Pregnancy) | |
| Human Organ Transplants (subject to medical criteria) | 100% |

Mental Health Care and Substance Abuse Treatment

| | |
|-------------------------------|---|
| Inpatient Mental Health Care | 100%, up to 30 days per calendar year |
| Inpatient Substance Abuse | 50% coinsurance, one program per 12-month period. A program of treatment may include outpatient or intermediate services or both. |
| Outpatient Mental Health Care | 50% coinsurance, up to 20 visits per calendar year |
| Outpatient Substance Abuse | 50% coinsurance, up to 20 visits per calendar year |

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Benefits At A Glance

BCN5

00112357 Bloomfield Hills Bd. of Education

Other Services

| | |
|--|--|
| Allergy Testing and Therapy | 50%, \$5 Copay for allergy injections |
| Chiropractic Spinal Manipulation - when referred | \$5 Copay |
| Outpatient Physical, Speech and Occupational Therapy | \$5 Copay (60 consecutive days/ episode) |
| Infertility Counseling and Treatment (excludes In-vitro Fertilization) | 50% on all associated costs |
| Durable Medical Equipment | 50% |
| Prosthetic and Orthotic Appliances | 50% |
| Weight Reduction Procedures | 100% |
| Prescription Drugs | Generic - \$10 copay, Brand - \$15 copay 34 day supply with contraceptives Sexual Dysfunction Drugs - 50% coinsurance |
| Mail Order Prescription Drugs | One time the applicable copay up to a 90 day supply |
| Prescription Drug Deductible | None |
| Hearing Aid | Not Covered |

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Community BlueSM PPO

Benefits-at-a-Glance for Bloomfield Hills Board of Education

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 a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates 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 your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

In-network

Out-of-network

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

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. 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.

| | | |
|--|--|--|
| Deductibles | None | \$250 for one member, \$500 for the family (when two or more members are covered under your contract) each 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, mental health care, substance abuse treatment and 50% for private duty nursing |
| 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 for one member, \$4,000 for two or more members each calendar year |
| Dollar maximums | \$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services | |

Preventive care services

| | | |
|---|--|-------------|
| 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 |
| Childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics | Covered – 100% | 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 |



In-network

Out-of-network

Mammography

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

Physician office services

| | | |
|---|---------------------------------------|---|
| Office visits | Covered – \$10 copay per office visit | Covered – 80% after deductible, must be medically necessary |
| Outpatient and home medical care visits | Covered – 100% | Covered – 80% after deductible, must be medically necessary |
| Office consultations | Covered – \$10 copay per office visit | Covered – 80% after deductible, must be medically necessary |
| Urgent care visits | Covered – \$10 copay per office visit | Covered – 80% after deductible, must be medically necessary |

Emergency medical care

| | | |
|--|---|---|
| Hospital emergency room | Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury) | Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury) |
| Ambulance services – must be 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

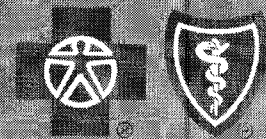
| | | |
|---|----------------|--------------------------------|
| Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital. | Covered – 100% | Covered – 80% after deductible |
| Unlimited 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 member per calendar year | | |
| Hospice care | Covered – 100% | Covered – 100% |
| Limited to dollar maximum that is reviewed and adjusted periodically | | |
| Home health care – must be medically necessary | Covered – 100% | Covered – 100% |
| Home infusion therapy – must be medically necessary | Covered – 100% | Covered – 100% |

Surgical services

| | | |
|--|----------------|--------------------------------|
| Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility | Covered – 100% | Covered – 80% after deductible |
| Presurgical consultations | Covered – 100% | Covered – 80% after deductible |
| Colonoscopy | Covered – 100% | Covered – 80% after deductible |
| Voluntary sterilization | Covered – 100% | Covered – 80% after deductible |



In-network

Out-of-network

Human organ transplants

| | | |
|---|--|--|
| Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504) | Covered – 100% | Covered – in designated facilities only |
| | Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services | |
| Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504) | Covered – 100% | Covered – 80% after deductible |
| Specified oncology clinical trials | Covered – 100% | Covered – 80% after deductible |
| Kidney, cornea and skin transplants | Covered – 100% | Covered – 80% after deductible |

Mental health care and substance abuse treatment

| | | |
|--|--|--------------------------------|
| Inpatient mental health care | Covered – 80% | Covered – 80% after deductible |
| | Unlimited days | |
| Inpatient substance abuse treatment | Covered – 80% | Covered – 80% after deductible |
| | Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum | |
| Outpatient mental health care • Facility and clinic • Physician's office | Covered – 80% | Covered – 80% |
| | Covered – 80% | Covered – 80% after deductible |
| Outpatient substance abuse treatment – in approved facilities only | Covered – 80% | Covered – 80% |
| | Up to the state-dollar amount that is adjusted annually | |

Other covered services

| | | |
|--|--|--------------------------------|
| Outpatient Diabetes Management Program (ODMP) | Covered – 100% | Covered – 80% after deductible |
| Allergy testing and therapy | Covered – 100% | Covered – 80% after deductible |
| Chiropractic manipulation treatment and osteopathic manipulation treatment | Covered – \$10 copay per office visit | Covered – 80% after deductible |
| | Up to a maximum of 24 visits per member per calendar year | |
| Outpatient physical, speech and occupational therapy | Covered – 100% | Covered – 80% after deductible |
| | Limited to a combined maximum of 60 visits per member per calendar year | |
| Durable medical equipment | Covered – 100% | Covered – 100% |
| Prosthetic and orthotic appliances – Also allows coverage for shoe inserts and/or orthotic shoes when not attached to a leg brace. | Covered – 100% | Covered – 100% |
| Private duty nursing | Covered – 50% | Covered – 50% |



Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 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 a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates 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 your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Network access information

- **DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points* nationwide where dental services are available through our partnership with the **DenteMax** PPO network. To find a **DenteMax** dentist, please call 800-752-1547 or go to the DenteMax Web site at dentemax.com.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

- **Blue Par SelectSM** – Most dentists participate with the Blues on a “per claim” basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement “Blue Par Select.” To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the **Dental Professionals** subsection of “**Where You Can Go for Care**” page.

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

Member's responsibility (copays and dollar maximums)

| | |
|---|-----------------------------------|
| Copays | 30% for Class II and III services |
| Dollar maximums | |
| • Annual maximum (for Class I, II and III services) | \$1,000 per member |
| • Lifetime maximum (for Class IV services) | N/A |

Class I services

| | |
|--|--|
| Oral exams | Covered – 100%, twice per calendar year |
| A set (up to 4) of 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 |
| Pit and fissure sealants – for members age 19 or under | Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars |
| Palliative (emergency) treatment | Covered – 100% |
| Fluoride treatment | Covered – 100%, two per calendar year |
| Space maintainers – missing posterior (back) primary teeth | Covered – 100%, once per quadrant per lifetime, for members under age 19 |

Class II services

| | |
|--|---|
| Fillings – permanent teeth | Covered – 70%, replacement fillings covered after 24 months or more after initial filling |
| Fillings – primary teeth | Covered – 70%, replacement fillings covered after 12 months or more after initial filling |
| Onlays, crowns and veneer fillings – permanent teeth | Covered – 70%, once every 60 months per tooth, payable for members age 12 and older |
| Recementing of crowns, veneers, inlays, onlays and bridges | Covered – 70%, three times per tooth per calendar year after six months from original restoration |

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Class II services, continued

| | |
|--|--|
| Oral surgery including extractions | Covered – 70% |
| Root canal treatment – permanent tooth | Covered – 70%, once every 12 months for tooth with one or more canals |
| Scaling and root planing | Covered – 70%, once every 24 months per quadrant |
| Limited occlusal adjustments | Covered – 70%, limited occlusal adjustments covered up to five times in a 60-month period |
| Occlusal biteguards | Covered – 70%, once every 12 months |
| General anesthesia or IV sedation | Covered – 70%, when medically necessary and performed with oral or dental surgery |
| Adjustment of dentures | Covered – 70%, six months or more after it is delivered |
| Relining or rebasing of partials or complete dentures | Covered – 70%, once every 36 months per arch |
| Tissue conditioning | Covered – 70%, once every 36 months per arch |
| Repair and adjustments of partial or complete dentures | Covered – 70% |

Class III services

| | |
|--|--|
| Removable dentures (complete and partial) | Covered – 70% |
| Bridges (fixed partial dentures) – for members age 16 or older | Covered – 70%, once every 60 months after original was delivered |
| Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement | Covered – 70%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31 |

Class IV services – Orthodontic services for dependents under age 19

| | |
|--|-------------|
| Minor treatment for tooth guidance appliances | Not covered |
| Minor treatment to control harmful habits | Not covered |
| Interceptive and comprehensive orthodontic treatment | Not covered |
| Post-treatment stabilization | Not covered |
| Cephalometric film (skull) and diagnostic photos | 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.



Vision Care (A80) Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/665

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Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

| | Participating provider | Nonparticipating provider |
|---|-------------------------|---|
| Member's responsibility (copays) | | |
| Eye exam | \$5 copay | \$5 copay |
| Prescription glasses (lenses and/or frames) | A combined \$7.50 copay | A combined \$7.50 copay |
| Medically necessary contact lenses | \$7.50 copay | Member responsible for difference between approved amount and provider's charge |

Eye exam

| | | |
|--|---------------------|---------------------|
| Eye exam by a physician or optometrist | Covered – \$5 copay | Covered – \$5 copay |
| One eye exam in any period of 12 consecutive months | | |

Lenses and frames

| | | |
|--|--|---|
| Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician | Covered – \$7.50 copay (one copay applies to both lenses and frames) | Covered – \$7.50 copay (one copay applies to both lenses and frames) |
| One pair of lenses, with or without frames, in any period of 24 consecutive months | | |
| Standard frames | Covered – \$7.50 copay (one copay applies to both frames and lenses) | Covered – \$7.750 copay (one copay applies to both frames and lenses) |
| One frame in any period of 12 consecutive months | | |

Contact lenses

| | | |
|--|--|--|
| Medically necessary contact lenses (must meet criteria of medically necessary) | Covered – \$7.50 copay | Covered – up to predetermined amount |
| One pair of contact lenses in any period of 12 consecutive months | | |
| Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary) | Covered – up to a maximum payment of \$35 per pair (member responsible for difference) | Covered – up to a maximum payment of \$35 per pair (member responsible for difference) |
| One pair of contact lenses in any period of 12 consecutive months | | |

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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**Blue Preferred[®] Rx Prescription Drug Coverage
Triple-Tier Copay \$10/20/40
Benefits-at-a-Glance for Bloomfield Hill Board of Ed.
67201/665 11_01_10**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

| | | 90-day retail network pharmacy | * Network mail order provider | Network pharmacy (not part of the 90-day retail network) | Non-network pharmacy |
|--|---------------------|--------------------------------|-------------------------------|--|--|
| Member's responsibility (copays) | | | | | |
| Tier 1 – Generic or prescribed over-the-counter drugs | 1 to 30-day period | \$10 copay | \$10 copay | \$10 copay | \$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug |
| | 31 to 83-day period | No coverage | \$10 copay | No coverage | No coverage |
| | 84 to 90-day period | \$10 copay | \$10 copay | No coverage | No coverage |
| Tier 2 – Formulary brand-name drugs | 1 to 30-day period | \$20 copay | \$20 copay | \$20 copay | \$20 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug |
| | 31 to 83-day period | No coverage | \$20 copay | No coverage | No coverage |
| | 84 to 90-day period | \$20 copay | \$20 copay | No coverage | No coverage |
| Tier 3 – Nonformulary brand-name drugs | 1 to 30-day period | \$40 copay | \$40 copay | \$40 copay | \$40 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug |
| | 31 to 83-day period | No coverage | \$40 copay | No coverage | No coverage |
| | 84 to 90-day period | \$40 copay | \$40 copay | No coverage | No coverage |

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

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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**90-day retail
network pharmacy**

*** Network mail
order provider**

**Network
pharmacy**
(not part of the 90-day
retail network)

**Non-network
pharmacy**

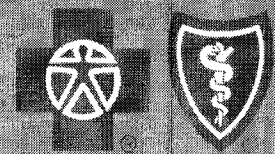
Covered services

| | | | | |
|--|---|---|---|--|
| FDA-approved drugs | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 75% of approved amount less plan copay |
| Prescribed over-the-counter drugs – when covered by BCBSM | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 75% of approved amount less plan copay |
| State-controlled drugs | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 100% of approved amount less plan copay | 75% of approved amount less plan copay |
| Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay. | 100% of approved amount less plan copay for the insulin or other covered injectable legend drug | 100% of approved amount less plan copay for the insulin or other covered injectable legend drug | 100% of approved amount less plan copay for the insulin or other covered injectable legend drug | 75% of approved amount less plan copay for the insulin or other covered injectable legend drug |

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

bcbsm.com

Preferred Rx – RX90 with triple-tier copay, 67201/660,663 11-1-09 664,664 11-1-10 BGK 9-1-10



Features of your prescription drug plan

| | |
|--|---|
| <p>BCBSM custom formulary</p> | <p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. ▪ Tier 2 (formulary brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay. ▪ Tier 3 (nonformulary brand) – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs. |
| <p>Drug interchange and generic copay waiver</p> | <p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p> |
| <p>Quantity limits</p> | <p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.</p> |
| <p>Prescription drug preferred therapy</p> | <p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p> |
| <p>Rider CI, Contraceptive injections Rider PCD, Prescription contraceptive devices Rider PD-CM, Prescription contraceptive medications</p> | <p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered).</p> <p>Note: These riders are only available as part of a prescription drug package.</p> <p>Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.)</p> <p>Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p> |

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**BLOOMFIELD HILLS SCHOOLS
FAMILY AND MEDICAL LEAVE REGULATION**

1. PURPOSE

Basic Leave Entitlement. Bloomfield Hills Schools Family and Medical Leave Policy allows eligible employees to take up to 12 work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to 12 work weeks of unpaid leave for military exigencies, and up to a total of 26 work weeks of unpaid leave to care for a covered military service member.

Additional information and forms relating to Family and Medical Leaves are available from the Human Resources Department.

2. DEFINITIONS

- A. **"Leave Year".** The District has selected the following method for determining the "12-month period" for non-military related leave.

The 12-month rolling backwards period. The 12-month rolling period is calculated backwards from the date the requested leave commences. This method determines FMLA leave entitlement based upon how much FMLA leave an employee has taken the preceding 12 months, measured backwards from the date the leave is to commence.

For "Military Caregiver Leave," the leave period begins the first day the leave begins, regardless of past non-military leave taken and regardless of the leave period for other FMLA qualifying leave.

- B. **"Spouse"** means a husband or wife, but does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any 12-month period may be limited to an aggregate of 12-weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. The aggregated amount of leave in a 12-month period is 26 weeks in situations where the leave is based on the care for a covered service member.
- C. **"Parent"** means biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the employee when the employee was a child. A parent-in-law does not meet this definition.
- D. **"Child"** means a son or daughter under age 18, or 18 years or older who is incapable of self-care due to mental or physical disability. Employees who are *in*

loco parentis include those with day-to-day responsibility for care and financially supports the "child". A biological or legal relationship is not necessary.

- E. **"Next of Kin of a Covered Service Member"** means the nearest blood relative *other* than a spouse, parent, son, or daughter, in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.
- F. **"Military Family Leave"** means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:
- (1) **"Military Caregiver Leave."** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
 - (2) **"Qualifying Exigency Leave."** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.
- G. **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves:
- (1) inpatient care (an overnight stay);
 - (2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

"Continuing treatment" by a healthcare provider must involve a period of incapacity of more than 3 *full* consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that also involves either: (1) treatment of two or more times within 30 days of the first day of incapacity by a healthcare provider; or (2) treatment on at least one occasion by a healthcare provider which results in a "regimen of continuing treatment under the supervision of the a healthcare provider." (e.g., a course of prescription drugs, physical therapy). The first (or only) in-person treatment visit to the healthcare provider must occur within 7 days of the first day of incapacity.

- (3) a period of incapacity from work due to pregnancy or for prenatal care;
- (4) a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer); or
- (5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than 3 consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer).

Unless complications arise, the common cold, flu, upset stomach, headache, routine dental problems and cosmetic treatments do not meet the definition of "serious health condition."

Please contact the Human Resources Department for a more complete definition of "serious health condition."

- H. **"Instructional Employee"** means a person whose principal function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition **does not include** auxiliary personnel such as counselors, teacher assistants, aides, psychologists, social workers, and non-instructional support personnel.
- I. **"District"** means the Bloomfield Hills Schools. This regulation shall be implemented by the Superintendent or his/her designee.

3. GENERAL

- A. **Eligibility.** An employee who has worked at least 1,250 hours during the 12-month period before commencement of the leave is eligible for FMLA leave after having completed at least 12 months of service, including previous service with the District up to 7 years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the 12-month period.

B. Eligible employees may use FMLA leave for one or more of the following reasons:

- (1) The birth of a child and care for a newborn;
- (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;
- (3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;
- (4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or
- (5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.

C. An eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for a purpose which qualifies for a leave under the FMLA policy. As identified in Section 2.F.(1)., an eligible employee may take up to 26 weeks "Military Caregiver Leave" measured from the first day the military-related leave commences during a single 12-month period.

An eligible part-time employee is entitled to leave on a pro-rata basis.

If spouses are both employed by the District and both are eligible for FMLA leave, spouses may take up to a combined total of 12 weeks of leave for the birth and care of a newborn child, the placement of a child in the spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take 4 weeks to care for a newborn child, each spouse will have eight weeks remaining within the 12-month period to use for other kinds of FMLA leaves, if necessary.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within 12 months of the birth, adoption, or placement of the child.

4. NOTICE

A. *Notice by Employee.* The employee shall give notice for FMLA leave according to the following:

- (1) When the need for FMLA is *foreseeable* (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) 30-days notice is required. If the employee fails to give 30-days notice with no reasonable excuse, the District reserves

the right to delay the employee's FMLA leave until at least 30-days after the leave request is made.

- (2) When the need for FMLA leave is *unexpected*, absent unusual circumstances, the employee must provide notice to the Employer either the same business day or the next business day after the employee learns of the need for the FMLA leave.

With respect to both foreseeable and unexpected leave, employees must comply with District policies, work rules, collective bargaining provisions, and customary time off or call-in notice procedures.

At the time of requesting leave from work, the employee is required to complete District-approved forms for leave utilization. The District will provide District-approved forms which advise the employee of his/her FMLA rights and responsibilities. When any leave from work is requested, the District will inquire about the circumstances to determine if the requested leave appears to qualify as FMLA leave. Any leave request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the 12-month period described in Section 2.A. of this policy.

- B. ***District Notification of FMLA Leave.*** Once the District receives sufficient notice that leave qualifies for FMLA leave, the District will (within 5 business days, absent extenuating circumstances) notify the employee, in writing, whether the employee is eligible for leave.

5. **SUBSTITUTION OF PAID LEAVE TIME**

Although FMLA leave is **unpaid**, there are several ways in which the District's policies or collective bargaining agreements (regarding salary continuation, sick days and vacation pay) may operate in conjunction with certain kinds of FMLA leaves to provide the employee with some income during the leave. If paid leave is available, and applicable, it shall run concurrently with the FMLA leave.

- ***Use of earned and/or accrued paid time off.*** When leave from work qualifies as FMLA leave is taken, an employee must first concurrently exhaust earned and/or accrued paid time off which will be credited against the FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first concurrently apply that leave time to his/her FMLA leave until the earned or accrued paid leave time is exhausted. The District may also require that any earned or accrued paid vacation or personal/sick leave be exhausted concurrently with the FMLA leave before the unpaid portion of the FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis.

6. MEDICAL CERTIFICATION

- A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.
- B. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Administration when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied.
- C. After an employee submits the required medical certification, the District may require, at its option and expense, that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.
- D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
 - (1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.
 - (2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.
 - (3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the District within 15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts. The District may ask for the same information as that permitted for the original certification. The

employee has the same obligations to participate and cooperate in the recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

- A. If an employee requests intermittent leave or a reduced leave schedule, the District may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.
- B. The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the 12 (or 26 weeks for the care of a covered service member) weeks of FMLA leave are used.
- C. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent leave.
- D. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the leave period, the District may require the instructional employee to choose either to:
 - (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

8. BENEFITS

- A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.
- (1) Except as required under COBRA, the District's obligation to maintain health benefit premium contributions for an employee on FMLA leave ceases when: a) the employment relationship would have terminated, irrespective of the FMLA leave (*e.g.*, reduction in force); b) when the employee advises the District of his or her intent not to return from leave; or c) when the FMLA leave expires and the employee has not returned from leave.
 - (2) Employee contributions will be required either through payroll deduction or by direct payment to the District. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.
 - (3) If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid leave for reasons other than: a) the continuation, recurrence, or onset of a serious health condition of the employee or a covered family member, or b) circumstances beyond the employee's control, the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution") during the leave period, excluding the period where the District or the employee has substituted paid leave for FMLA leave.
 - (4) An employee is not entitled to seniority or benefits accrual (*e.g.*, holidays, vacations) during the unpaid leave, unless otherwise specified by the collective bargaining agreement or individual employment contract. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

B. **Disability Plans and FMLA Leave:**

- (1) **Workers' Compensation Leave.** If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, leave from the job for which the employee receives workers' compensation payments will be considered FMLA leave. The employer and employee may agree to have paid leave supplement worker's compensation benefits, *i.e.*, where worker's disability compensation benefits provide replacement income for only a portion of the employee's salary.
- (2) **Disability Plan Leave.** The District may designate any employer-sponsored disability plan leave as FMLA leave.

9. **RETURN TO WORK**

- A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- B. **Periods Near the Conclusion of an Academic Term**
 1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.
 2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.
 3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.
- C. **Fitness-for-Duty Certification.** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. **KEY EMPLOYEES**

- A. **Definition.** A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
- B. **Job Restoration.** While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee when the restoration to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.
- C. **Qualifications.** Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first; or if the notice cannot be given then because of the need to determine whether the employee is a key employee, as soon thereafter as practical.

In any situation in which the District determines that it will deny restoration or employment to a key employee, the District will issue a hand-delivered or certified letter to the key employee explaining the finding that the required injury to the District exists. Additionally, the District will inform the key employee of the potential consequences with respect to reinstatement and maintenance of health benefits should employment restoration be denied. When practical, the District will communicate this determination before the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already begun, the key employee will be provided a reasonable time in which to return to work after being notified of the District's intention – the decision cannot be made until the employee seeks to return to deny reinstatement.

- D. **Timelines.** If a key employee does not return to work in response to the District's notification of its decision to deny restoration of employment, the District will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the District will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice that he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave. The key employee has the right, at the end of the FMLA leave, to request reinstatement and the District will reevaluate the extent of the injury due to the requested reinstatement based on the facts at that time.

If the District again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his/her reinstatement to employment. If the District finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

11. FAILURE TO RETURN FROM LEAVE

An employee's failure to return to work upon expiration of FMLA leave will subject the employee to termination unless an extension is granted, as required by law or under a collective bargaining agreement. An employee who requests an extension of FMLA leave due to the continuation, recurrence, or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a written request for an extension to the Assistant Superintendent for Human Resources and Labor Relations. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required to support any request for leave extension.

12. FORMS

The following forms, where applicable, must be filed with the Administration in accord with District policies and procedures:

WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition

WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

WH-385 Certification for Serious Injury or Illness of Covered Service Member For Military Family Leave

Date Adopted: April 24, 2009

Legal Authority: Family and Medical Leave Act of 1993, P.L. 103-3; National Defense Authorization Act for FY 2008, P.L. 110-118.

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