

**Master Agreement**

**Between**

**St. Clair County Intervention Academy**

**and**

**St. Clair County Intervention Academy**

**Education Association MEA/NEA**

**July 1, 2009 – June 30, 2011**

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## **BOARD RIGHTS AND RESPONSIBILITIES**

The Board hereby retains all rights, powers and authority vested, exercised or had by it prior to the date hereof except as specifically limited by this Agreement. The Board, in the exercise of these rights, powers, authorities, duties and responsibilities shall be consistent with the constitutional provisions and with the terms of this Agreement. The Board shall have the right to make and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement. The choice, control and direction of the supervisory staff are vested exclusively in the Board.

## **ARTICLE I – RECOGNITION**

- 1.1 The St. Clair County Intervention Academy Board of Education hereinafter noted as the “Board” recognizes the St. Clair County Intervention Academy Association/MEA-NEA (SCCIAA) hereinafter noted as the “Association,” as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of Michigan, 1965, for all employees in the bargaining unit, set forth in 1.2 below, for purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment, as defined in Act 379 of the Public Code of Michigan, 1965.
- 1.2 Bargaining unit members means all full time and regular part-time teachers employed by the St. Clair County Intervention Academy but excluding all other employees.
- 1.3 The term “teacher” shall mean salaried personnel employed by the Board in Section 1.2 of this Article who hold valid Michigan Certificates or their equivalent (e.g. endorsement, authorization or licensure) in accordance with Michigan Department of Education Regulations, under contract and are assigned to classroom strategies and/or instructional duties.
- 1.4 The term “Board” shall refer to the Board of the St. Clair County Intervention Academy, its designees, representatives or agents, including St. Clair County Intervention Academy administrators and supervisors.
- 1.5 The term “Employee,” shall mean members of the bargaining unit.
- 1.6 Membership in any professional organization shall not be considered as a condition of employment.

## **ARTICLE 2 – AGENCY SHOP**

- 2.1 All teachers, as defined in Article 1.2, as a condition of employment: Shall sign and deliver to the Board an assignment authorizing deduction of regular membership dues and assessments of the Association, including the National and Michigan Education Associations, and such authorization shall continue in effect from year to year unless revoked in writing.
- 2.2 Any teacher not electing to become a member of the Association within (30) days from the commencement of teaching duties shall pay as a service fee to the Association an amount established by the Association and payable to the Association, the NEA and MEA.
- 2.3 In the event that dues and assessments, or a service fee in an amount established by the Association shall not be paid, the Board upon receiving a signed statement from the Association indicating that a teacher has failed to comply with the conditions shall immediately begin payroll deduction of such fee.
- 2.4 The Association agrees to promptly advise the Board of all members of the Association in good standing and to furnish from time to time any other information needed by the Board to fulfill the provisions of this of this Article which are not otherwise available to the Board.
- 2.5 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided: The Board shall give timely notice of such action to the Association.
- 2.6 The Association agrees that in any action so defended, it will hold the Board harmless from any liability imposed by a final judgment of a court or administrative agency as a direct consequence of the Boards' compliance with this Article.

## **ARTICLE 3 – PROFESSIONAL NEGOTIATIONS**

- 3.1 Any amendment to this Agreement that is agreed upon must be placed in writing and executed by both parties. Any such amendment is subject to ratification by the Board and the Association prior to implementation.
- 3.2 No later than ninety (90) days prior to the expiration of this Agreement, the Association shall submit a written request to the Board to commence the negotiations of the successor Agreement.
- 3.3 For the duration of this Agreement and its successor agreements the Board agrees not to negotiate with any labor organization other than the Association for the employees covered by this agreement.

## **ARTICLE 4 – ASSIGNMENTS**

- 4.1 The Board shall employ teachers who possess proper state certification, endorsements, authorization, license or other Department of Education approval.
- 4.2 Under normal circumstances, teachers shall be given written notice of their tentative teaching assignment for the coming school year no later than the first teacher workday of the school year. In the event a tentative assignment is changed by the Board, the effected teacher and the Association shall be promptly notified, with reasons for the change, and be given the opportunity to discuss the change with his/her Supervisor or the Supervisor's designee.

## **ARTICLE 5 – PROTECTION OF EMPLOYEES**

- 5.1 The Board recognizes its responsibility to coordinate with the St. Clair County intervention staff for support and assistance to employees for the maintenance of control and discipline of students.
- 5.2 Association employees recognize their responsibility to give reasonable support and assistance to administration and the St. Clair County Intervention staff.
- 5.3 Teachers shall exercise reasonable care with respect to the safety of pupils and property.
- 5.4 A teacher may exclude a pupil from class when the offense, in the teachers opinion is serious or when the student is causing a disruption. Such exclusion shall be in co-operation with the Intervention facility staff.
- 5.5 Any assault upon a teacher arising out of the course of employment shall be reported promptly to the Board or its designated representative. If the assault was by a student, the student will immediately be excluded from the teachers' class while the building administrator recommends a suitable course of action.
- 5.6 The teachers reserve the right to exercise their individual rights as provided by law.
- 5.7 All teachers shall enjoy all civil rights as set forth in the Constitution of the United States and the State of Michigan during their employment with the Intervention Academy.
- 5.8 No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

- 5.9 Any teacher who may require any disciplinary action shall first be contacted by the director in private.
- 5.10 The academy director will advise the teacher prior to the director-teacher conference if at that conference disciplinary action will be taken.
- 5.11 Any such teacher shall have a right to have a representative of the Association present during the time that the teacher is being disciplined.
- 5.12 If any further disciplinary actions are required, the director may then refer the matter to the Chief Administrative Officer in writing, in triplicate, and dated; one copy going to the Chief Administrative Officer, one to be kept by the director and one given to the teacher.
- 5.13 No teacher shall be disciplined within a view of, or hearing of, other persons except as above.
- 5.14 When any discipline action results in a written reprimand, suspension, discharge, loss of time, wages, and/or benefits, the specific grounds forming the basis for such disciplinary action will be made available to the bargaining unit member and the Association in writing.
- 5.15 Teachers at the St. Clair County Intervention Academy may not be disciplined or terminated without procedural and substantive due process or for arbitrary and capricious reasons.

## **ARTICLE 6 – CONTINUITY OF OPERATIONS**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operations.

## **ARTICLE 7 – VACANCIES**

- 7.1 A “vacancy” shall be defined as a position within the bargaining unit arising by virtue of a newly created position, death, retirement or resignation which the Board desires to fill either through reassignment, application from a current employee, or new hire.
- 7.2 A vacancy shall be publicized in writing and posted on campus for a minimum of ten calendar (10) days. The posting will contain the position to be filled and a summary of the qualifications required.
- 7.3 Employees meeting the qualifications for the position who submit a written application within the time provided shall receive an interview for the position with consideration given to the length of service, certifications and professional background of the internal applicant.

## **ARTICLE 8 – ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

8.1 The Association and its members shall have the privilege to use school facilities for meetings subject to the rules and regulations of the St. Clair County Intervention Center. The Association may also use the district E-mail, the school service and mail boxes for official Association business. Teachers shall have the right to wear the clothing, pins and insignias which comply with the established rules of the St. Clair County Intervention Center.

Members of the Association shall have the right to transact Association business on school premises provided that this shall not interfere with or interrupt normal school operations or absent a teacher from his/her classroom without advance notice and approval of the Academy. Use of RESA for meetings with MEA staff shall be provided at no cost to the association.

8.2 The District shall maintain personnel employment files for each bargaining unit member as required by law. Upon request and to the extent permitted by law, each bargaining unit member shall have full access and will be provided copies of records kept in his/her personnel employment file.

8.3 The Board shall provide the Association a maximum of three (3) released days for Association business provided the Principal is notified at least 48 hours in advance, except in case of emergency. The Association shall reimburse the Board for the full cost of the teachers' daily salary (wages, retirement, FICA, medicare and workers compensation).

## **ARTICLE 9 - WORKING CONDITIONS**

9.1 Teachers will have reasonable access to computers, duplicating equipment necessary for the preparation of instructional materials.

9.2 Teachers will have access to lunchroom and lavatory facilities as provided for county employees of the Intervention Center.

9.3 Locked storage space (locking desk drawers are acceptable) will be provided within the building where personal property may be kept.

9.4 The parties recognize that a clean safe environment is conducive to the learning process. Employees shall promptly report any unsafe or hazardous conditions to the principal.

9.5 If severe weather prevents the teacher from reporting to work on time, the teacher shall inform the director of the situation. If the teacher is unable to report to work within two (2) hours of scheduled start time. Leave time may be taken to avoid loss of pay.

## **ARTICLE 10 – YEARS OF SERVICE**

10.1 Years of service is hereby defined as the length of continuous service in an Intervention Academy instructional position as of the date of last hire, as represented by an approved board offered employment contract.

10.2 Copies of the annual employment list shall be available from the Board to the Association. The list will be available prior to July 1<sup>st</sup> and shall include the years of service and last date of hire of each employee.

## **ARTICLE 11 – PAID LEAVES**

11.1 At the beginning of each school year, all full time Association members will be credited with five (5) leave days. In addition, one (1) leave day shall be awarded each month the employee is actively working until a total of twelve (12) is reached. Should the member resign or retire from the Academy before the end of the school/contract year, the appropriate number of leave days will be apportioned on a pro-rated basis.

11.2 Vacation days – 29 paid vacation days as pre-determined in accordance with the Board approved school calendar shall be granted on an annual basis. These vacation days will be coordinated with the St. Clair County Intervention Academy vacation calendar. Unused vacation days cannot be used as a severance benefit.

11.3 Leave days may be used for personal illness, family illness, personal disability, or business that cannot be conducted outside of regular business hours. These leave days shall not be used to extend vacation or holidays. Teachers may accrue leave and may carry over a maximum of 25 days to a subsequent year. A semi-annual accounting of employee leave days shall be provided to each teacher.

11.4 Bereavement Days – Three bereavement days per incident will be allowed for a death in the immediate family. Use of bereavement days will not result in a payroll deduction or be charged against personal leave time.

11.5 Immediate family shall include spouse, mother, stepmother, mother in law, stepmother in law, father, stepfather, father in law, step father in law, daughter, stepdaughter, daughter in



law, stepdaughter in law, son, stepson, son in law, step son in law, sister, stepsister, sister in law, brother, stepbrother, brother in law, grandmother, grandmother in law, grand father, grandfather in law and grandchildren. Also, a leave for a significant other may be approved by the Director. Such leave shall be granted upon prior request, where possible.

11.6 Attendance to a funeral, of individuals other than those listed above will be charged against personal leave time.

11.7 An Association member required by subpoena to appear in court to give testimony in any case connected with the members' employment will receive their regular rate of pay, provided such appearance is not brought about by an illegal and/or negligent action on the part of the member or by an action against the Board by the Association or the member.

11.8 An Association member who is called to jury duty shall continue to receive his/her daily rate of pay for each day the member is required to report for jury duty. There shall be no loss of accumulated leave days. To receive continued pay, the member must turn in copies of all jury fees to the Academy (excluding travel allowance) paid by the court. All jury duty fees will be deducted from the members' regular pay. If the member is released at a time during the work day, the teacher will return to the Academy to complete the scheduled work day or request leave time from the members' accumulated leave.

11.9 Proof of illness may be required for an absence due to illness/injury. Upon the member's medical release from their attending physician, administration may request medical clearance from the Academies contracted medical provider at Academy expense.

11.10 Any Association member who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Act will receive the difference between the allowance under the Act and his/her regular base pay for a period of time that funds from his/her accumulated sick leave will provide (i.e. until he/she exhausts his/her accumulated sick leave). The Association members' health benefits package shall be continued by the board during the absence which is clarified under workers compensation. Any/all entitlement will be consistent with State of Michigan Workers Compensation regulations.

11.11 Upon completion of disability leave the Board will place the employee in a similar position as the one held prior taking short term disability or long term disability.

## **ARTICLE 12 – UNPAID LEAVES**

12.1 The St. Clair County Intervention Academy does not meet the requirements as defined by the Family Medical Leave Act; 29 C.F.R 825.300 (b), (c). Therefore, individuals employed by the Academy are not entitled to any rights or protections provided by the Act.

12.2 Any employee desiring a non-medical leave of absence from his or her employment shall request in writing, and secure written approval from the academy board prior to commencing the leave of absence. Approval of such leaves is within the discretion of the Academy Board, is non-grievable and will not include Board provided benefits as provided within this collective bargaining agreement.

12.3 The non-medical leave of absence shall be without pay and without board paid benefits.

12.4 Continued record of employment (years of service) shall not accrue during such leave of absence or extensions thereof.

12.5 The maximum leave time for the absence shall be as determined by the board of education. Upon written request by the employee, the board may extend the leave of absence or shorten the leave period.

12.6 **Subject to the provisions of the carrier;** employees desiring continuation of health and life insurance benefits during such leave shall make arrangements through the academy business office for payment of such benefits, before the leave commences. If payment is not made or other suitable arrangements are not acceptable to the academy business office, there shall be no continuation of health or life insurance benefits during such leave.

12.7 At least 30 days prior to the expiration of the leave, the employee shall notify the board in writing of his/her intent to return to work.

12.8 Should the leave be for medical reasons. Upon the member's medical release from their attending physician, administration may request clearance from the Academies contracted medical provider.

12.9 Upon employees return, the board will attempt to place the employee in a position similar to the one held prior to the leave.

**\*\* Moved from Article 12.12**

12.10 Upon the expiration of the term of leave of absence, the employee shall return to work on the next scheduled work day. Failure to return to work on the next scheduled work day shall be determined to be abandonment of the position unless proper notification of illness is given to administration.

12.11 It shall be the responsibility of the employee to inform the board of education, in writing, of any change in the condition of the employee or circumstances of the leave that affects the conditions under which the leave was granted.

### **ARTICLE 13 – LAYOFF AND RECALL**

13.1 Before the Board takes official action on a reduction of employees, it will give notice in writing to the Association President of the contemplated reduction. Reductions in employees shall be discussed with the Association prior to the Board action. The names of employees to be laid-off will be provided to the Association prior to the official action of the Board.

13.2 Economic conditions or a lack of enrollment may make necessary a reduction in the number of teachers employed by the Academy. The teacher to be retained shall be determined by the board with consideration given to length of service, highly qualified status as contemplated in No Child Left Behind, certifications and professional background.

13.3 Any employee who is to be laid-off shall be notified at least thirty (30) days prior to the effective lay-off date. In the event that an employee's hours are reduced, due to an unanticipated reduction in student count, shall be reassigned other duties within the Academy. Should the unexpected reduction continue, an employee's hours may be reduced after a 48 hour notification. An employee so affected may use personal days to offset loss of wages.

13.4 A teacher whose service is terminated due to a necessary reduction in staff shall be appointed to the first vacancy in the Academy for which he/she is certified and highly qualified.

13.5 In the event of recall, the Board shall notify a teacher of recall by certified letter, return receipt requested, at his/her last known address as reflected in the records of the payroll office. A teacher shall have five (5) calendar days from receipt of the letter to notify the Board if his/her intent to return and must be able to return within ten (10) calendar days of said receipt.

13.6 It is understood that failure to meet the time limits above shall be considered the resignation of said teacher.

13.7 Each teacher on lay-off must notify the Board, in writing, each school year of the teacher's then current address and any change of address thereafter. Any teacher on layoff who fails to respond to a certified letter from the Board, or who is on layoff beyond 36 months shall lose all recall rights.

13.8 Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the employee applies for and the board of education accepts an application for a leave of absence.

13.9 The Board or its' designee will meet with the Association President for the purpose of providing information concerning annual staff reduction by lay-off or the return of staff from lay-off and when applicable, the return of an employee from Leave.

## **ARTICLE 14 – QUALIFICATIONS**

14.1 The parties agree that for the purposes of this agreement, qualifications will be defined by the Board of Education.

14.2 In addition to those defined by the Board, qualifications may include the following:

- Documented teaching experience in the subject(s) to be taught at the Academy
- Documented experience (teaching or non-teaching) in the subject(s) to be taught
- College credit courses in the subject(s) to be taught
- Scope and level of the assignment (difficulty of the assignment)
- Spectrum of teaching experiences (all teaching experiences, all subjects taught)
- State certification as defined by the Michigan Department of Education
- Subject level endorsement
- Compliance with State of Michigan Highly Qualified Criteria

## **ARTICLE 15 - WORK SCHEDULE**

15.1 Professional assignments and work schedules should be arranged within a 37.5 hour work week and to meet the educational needs of the students and the operational needs of the St. Clair County Intervention Academy. The workday will begin at 8:00 a.m. and end at 4:00 p.m. In addition to the regular teaching duties the school day shall consist of a 30 minute duty free lunch and a one (1) hour prep and student consultation period currently provided at the end of the day.

15.2 The Academy and the Association agree that teacher input is desirable in curriculum development. Teachers are expected to participate in and have meaningful input into curriculum review and development.

15.3 All teachers shall attend meetings called by the administration as a regular part of their teaching assignment, unless otherwise excused by the Director.

## **ARTICLE 16 YEARLY WORK SCHEDULE**

16.1 The calendar shall include no more than 221 school days and shall be consistent with language in the master agreement and the expectations of the St. Clair County Intervention Center.

16.2 The Board reserves the right to reduce the number of school days consistent with language in the master agreement. Reduction in school days may be the result of requested changes in instructional programming by the Intervention center, lack of enrollment, change in instructional practices or changes as dictated by the State of Michigan, or Department of Education.

## **ARTICLE 17 GREIVANCE PROCEDURE**

17.1 An employee or group of employees or the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may process the claim as a grievance as provided below. This procedure shall be the sole and exclusive method of resolving grievances as defined above. The term "day" in this article means workdays.

17.2 Informal Step - Within 5 days of the alleged violation and prior to the initiation of the formal Grievance Procedure, an employee shall discuss the problem with the Director or his/her designee. Effort shall be made to resolve the matter informally.

17.3 Step One - In the event the problem is not resolved informally, the grievance will be put in writing and presented to the Director. The written grievance must be filed within 15 days after the event or occurrence which is the basis of the grievance. The Director will answer the grievance in writing with a copy to the Association President within ten (10) days of receipt of the grievance.

17.4 Step Two - In the event the employee is not satisfied with the Director's disposition at Step One, the grievance shall be appealed to the Chief Administrative Officer with a copy to the Director, within ten (10) days of the Director's response in Step One. Within ten (10) days of receipt of the written grievance, the Chief Administrative Officer, or his/her designee, shall meet with the grievant, and his/her Association Representative(s), to discuss the grievance. The Chief Administrative Officer shall indicate his/her disposition of the grievance in writing within ten (10) days of the meeting with a copy to the Association President.

17.5 Step Three - If the grievance is not settled in Step Two, the Association may, within fifteen (15) days after receipt of the written decision, submit the grievance to arbitration. The demand for arbitration shall be made by written notice delivered to the Chief Administrative Officer. Within fifteen (15) days following receipt of the notice to arbitrate, the Association and

the Academy shall mutually agree to an arbitrator from the American Arbitration Association.

**17.6 The Arbitrator:**

- Shall conduct the hearing under the Rules of the American Arbitration Association.
- Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- Shall have no power to establish salary scales or any change in salary, unless it is found that the employee has been improperly placed on the existing salary schedule.
- The fees and expenses of the Arbitrator shall be the responsibility of the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.

**17.7** Reasonable efforts will be made to accommodate the availability of the parties and their respective representatives. No reprisals of any kind will be taken against any employee who has taken part in a grievance procedure.

**17.8** The time limits set forth shall be strictly observed but may be extended with mutual agreement of the Association and the Chief Administrative Officer or his/her designee.

**ARTICLE 18 COMPENSATION**

| 2008-09                       | 2009-2010 | 2010-2011 |
|-------------------------------|-----------|-----------|
| Pay Rate                      | Pay Rate  | Pay Rate  |
| \$ 38,010                     | \$41,200  | \$41,200  |
| \$38,752                      | \$42,000  | \$42,000  |
| \$39,915                      | \$43,200  | \$43,200  |
| \$41,862                      | \$44,000  | \$44,000  |
| Signing Bonus                 |           | \$ 1,000* |
| Master Stipend                | \$500     | \$ 1,000  |
| Performance Merit Pay (total) |           | \$ 5,000  |

\*Paid December 2010

18.1 Merit Pay Salary Increase - During the 2010/2011 school year and in compliance of the Michigan State School Code, The St. Clair County Intervention Academy teachers should have a portion of their salary based on the merit system.

18.2 The Merit system will be based upon student achievement, successful completion of professional goals as outlined in the evaluation system, student input and teacher colleague input. Teachers will be given a ranking score. The ranking shall be equated to "shares" of the total available merit pay amount.

18.3 Teachers and administration will work together to create the evaluation instrument and the guidelines to put it into effect (it will include, but not be limited to a section for feedback for teachers who have not been granted a requested transfer).

18.4 The Board of Education shall use the following formula to determine funds available for merit stipends each year. Each stipend is for that immediate school year only and does not compound to be carried through for any subsequent years. Final audited ending fund balance, less technology set aside, less vacation/sick liability exposure, less proposed salary adjustments, less salary covered by federal grants equal ending fund balance for each school year.

18.5 Each year the Board of Education shall determine what % of available fund balance shall be afforded teachers for the support of the merit pay.

18.6 Tuition Reimbursement – Each teacher shall be eligible for a minimum annual reimbursement of \$1,000 for successful completion of graduate level courses. Courses shall be toward a planned program and be pre-approved by the director.

18.7 Schedule B Extra Work - The Board of Education reserves the right to establish extra duty/extra pay assignments for work to be completed outside the regular work day. The Board reserves the right to establish initial compensation for the position. Such positions shall be posted as vacancies.

18.8 Assignments are for the current school years only. A teacher who is employed for extra work will have an individual contract for that assignment. All extra duty assignments are voluntary. Teachers will be notified before July 1 if their extra duty assignments will not be continued into the next school year.

## **ARTICLE 19 – INSURANCE**

19.1 Insurance Protection - St. Clair County RESA is the authorizing agency for the St. Clair County Intervention Academy and other academies. It is also the employer of the St. Clair County Regional Educational Service Agency employees. St. Clair County RESA currently includes the employees of the St. Clair County Intervention Academy in its pool of employees for insurance premium pricing. It is to the academy's benefit to continue to be within the employee pool pricing St. Clair County RESA can provide.

19.2 The Board agrees to pay premiums for health insurance for each existing bargaining unit member through a carrier determined by the authorizing agency's insurance purchasing process.

19.3 Health Care Coverage - For the 2010/2011 school year, the levels of medical coverage/prescription drugs shall be as provided to St. Clair County RESA non-union at will employees. In all cases, the provider of such benefit will be determined by the Board.

19.4 Dental Coverage - The Board agrees to provide dental coverage to all members by a carrier, to be determined by the Board, with benefits comparable to dental coverage as provided under Dental Exhibit A. In all cases, the provider of such benefit will be determined by the Board.

19.5 Vision Care - The Board agrees to pay the actual premium cost to provide all members with benefits comparable to the Ultra-Vision Plan 2 as provided in Vision Exhibit A. In all cases, the provider of such benefit will be determined by the Board.

19.6 Long Term Disability - The Board agrees to pay 100% of actual premium costs to provide approximately 66.67% salary long term disability by injury or illness subject to carrier's exclusions, limitation and reductions. In all cases, the provider of such benefit will be determined by the Board.

19.7 Short Term Disability - The Board agrees to pay 100% of actual premium costs to provide approximately 66.67% salary short term disability by injury or illness subject to carrier's exclusions, limitation and reductions. In all cases, the provider of such benefit will be determined by the Board.

19.8 Cash In-Lieu - For the 2010/2011 school year, any member not selecting health care coverage will be granted an allowance of \$333.55 each month for investment in a tax shelter annuity and/or toward other optional insurance program offered by a carrier approved by the Board.

19.9 The Board agrees to pay the actual premium cost to provide \$50,000 of group term life insurance with added benefits. In all cases, the provider of such benefit will be determined by the Board.

## **ARTICLE 20 – MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall supersede any rules and/or regulations of the Academy which are contrary to or inconsistent with the terms herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

20.2 Copies of this Agreement shall be printed at the expense of the Academy within 30 days after the Agreement is signed and presented to teachers now employed or hereafter employed by the Academy. The Academy shall furnish copies of the Agreement to the Association for its use.



20.3 If any provision of this Agreement or any application of the Agreement to any employee of group of employees shall be found contrary to law, then such provisions or application shall be deemed not valid; but all other provisions or applications shall continue in full force and effect in accordance with this written Agreement.

Signed this 16<sup>th</sup> day of August, 2010

BY: Daniel W. Langolf  
St. Clair County Intervention Academy Education Association

BY: Charles J. [Signature] 08-25-10  
St. Clair County Intervention Academy Chief Administrative Officer

BY: Grant C. Pitts 8/25/10  
St. Clair County Intervention Academy Board of Education President



ADDENDUM A

## Flexible Blue<sup>SM</sup> Plan 3 Medical Coverage with Preventive Care, Mammography and Colonoscopy Benefits Benefits-at-a-Glance

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 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 emergency services are covered at the in-network level. If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. 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.

|  | <b>In-network</b>   | <b>Out-of-network</b>   |
|--|---|---|
| <b>Deductibles</b><br><b>Note:</b> The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract. | \$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over)   | \$4,000 for a one-person contract or \$8,000 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over) |
|  | Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.                              |   |
| <b>Copays</b><br><b>Note:</b> Copays apply once the deductible has been met.   |   |   |
| <ul style="list-style-type: none"> <li>• Fixed dollar copays</li> <li>• Percent copays</li> </ul>  | None<br><br>None  | None<br><br>20% of approved amount  |
| <b>Copay dollar maximums</b>   | Not applicable  | \$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year   |
| <b>Dollar maximums</b>   | \$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted above for individual services |   |



ADDENDUM B

**In-network**

**Out-of-network**

**Preventive care services** – Payment for preventive services is limited to a combined maximum of \$1,000 per member per calendar year

|   |   |             |
|---|---|-------------|
| Health maintenance exam – includes chest X-ray, EKG, cholesterol screening and other select lab procedures  | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |
| Gynecological exam  | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |
| Pap smear screening – laboratory and pathology services   | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |
| Well-baby and child care  | Covered – 100% (no deductible or copay)*<br><ul style="list-style-type: none"> <li>• 6 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul> | Not covered |
| Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM<br><b>Note:</b> Immunizations for travel to foreign countries are not covered. | Covered – 100% (no deductible or copay)*  | Not covered |
| Fecal occult blood screening  | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |
| Flexible sigmoidoscopy exam   | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |
| Prostate specific antigen (PSA) screening   | Covered – 100% (no deductible or copay)*, one per member per calendar year  | Not covered |

**Screening mammography**

|                                       |   |   |
|---------------------------------------|---|---|
| Routine mammogram and related reading | Covered – 100% (no deductible or copay)<br><br>One per member per calendar year | Covered – 80% after out-of-network deductible<br><b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider. |
|---------------------------------------|---|---|

**Physician office services**

|   |  |   |
|---|--|---|
| Office visits                           | Covered – 100% after in-network deductible | Covered – 80% after out-of-network deductible |
| Outpatient and home medical care visits | Covered – 100% after in-network deductible | Covered – 80% after out-of-network deductible |
| Office consultations                    | Covered – 100% after in-network deductible | Covered – 80% after out-of-network deductible |
| Urgent care visits                      | Covered – 100% after in-network deductible | Covered – 80% after out-of-network deductible |

**Emergency medical care**

|  |  |  |
|--|--|--|
| Hospital emergency room                          | Covered – 100% after in-network deductible | Covered – 100% after in-network deductible |
| Ambulance services – must be medically necessary | Covered – 100% after in-network deductible | Covered – 100% after in-network deductible |

ADDENDUM C

|  | In-network   | Out-of-network   |
|--|--|--|
| <b>Diagnostic services</b>   |  |  |
| Laboratory and pathology services  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| Diagnostic tests and x-rays  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| Therapeutic radiology  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| <b>Maternity services provided by a physician</b>  |  |  |
| Prenatal and postnatal care  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| Delivery and nursery care  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
|  | Includes care provided by a certified nurse midwife  |  |
|  | Includes delivery provided by a certified nurse midwife  |  |
| <b>Hospital care</b>   |  |  |
| Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies<br><b>Note: Nonemergency services must be rendered in a participating hospital.</b> | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
|  | Unlimited days   |  |
| Inpatient consultations  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| Chemotherapy   | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| <b>Alternatives to hospital care</b>   |  |  |
| Skilled nursing care   | Covered - 100% after in-network deductible, in participating skilled nursing facilities only<br>Limited to 90 days per member per calendar year  |  |
| Hospice care   | Covered - 100% after in-network deductible, through a participating hospice program only<br>Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically |  |
| Home health care - must be medically necessary   | Covered - 100% after in-network deductible, by a participating home health care agency only  |  |
| Home infusion therapy - must be medically necessary  | Covered - 100% after in-network deductible, by participating providers only  |  |
| <b>Surgical services</b>   |  |  |
| Surgery - includes presurgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility                     | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |
| Routine screening colonoscopy  | Covered - 100% (no deductible or copay)<br><b>Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.</b>   | Covered - 80% after out-of-network deductible<br><b>Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.</b> |
|  | One per member per calendar year   |  |
| Voluntary stentization   | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible  |

ADDENDUM D

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 (1-800-242-3504) | Covered - 100% after in-network deductible, 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 (1-800-242-3504)  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible |
| Specified oncology clinical trials  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible |
| Kidney, cornea and skin transplants   | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible |

**Mental health care and substance abuse treatment**

|  |  |   |
|--|--|---|
| Inpatient mental health care and inpatient substance abuse treatment | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible                                   |
|  | <p>Note: If your employer has 50 or fewer employees (including seasonal and part-time) and is not subject to the MHP law, covered mental health care and substance abuse treatment is limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member. If you are employed by a union group with a collective bargaining agreement, please contact your employer to determine if this benefit level applies to you.</p> |   |
| Outpatient mental health care  | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible, in participating facilities only |
|  | <p>Note: If your employer has 50 or fewer employees (including seasonal and part-time) and is not subject to the MHP law, covered mental health care is limited to a combined maximum of 120 visits per member per calendar year. If you are employed by a union group with a collective bargaining agreement, please contact your employer to determine if this benefit level applies to you.</p>   |   |
| Outpatient substance abuse treatment - in approved facilities only   | Covered - 100% after in-network deductible   | Covered - 80% after out-of-network deductible, in approved facilities only      |
|  | <p>Note: If your employer has 50 or fewer employees (including seasonal and part-time) and is not subject to the MHP law, covered substance abuse treatment is limited to the annual state-dollar amount (that combines outpatient and residential substance abuse). If you are employed by a union group with a collective bargaining agreement, please contact your employer to determine if this benefit level applies to you.</p>                |   |

**Other covered services**

|   |   |   |
|---|---|---|
| Outpatient Diabetes Management Program (ODMP)   | Covered - 100% after in-network deductible  | Covered - 80% after out-of-network deductible |
| Allergy testing and therapy   | Covered - 100% after in-network deductible  | Covered - 80% after out-of-network deductible |
| Osteopathic manipulative therapy  | Not covered   | Not covered                                   |
| Chiropractic spinal manipulation  | Not covered   | Not covered                                   |
| Outpatient physical, speech and occupational therapy services - provided for rehabilitation | Covered - 100% after in-network deductible  | Covered - 80% after out-of-network deductible |
|   | <p>Note: Outpatient physical therapy is not covered at nonparticipating facilities.<br/>Limited to a combined maximum of 60 visits per member per calendar year</p> |   |
| Durable medical equipment   | Covered - 100% after in-network deductible  | Covered - 100% after in-network deductible    |
| Prosthetic and orthotic appliances  | Covered - 100% after in-network deductible  | Covered - 100% after in-network deductible    |
| Private duty nursing services   | Covered - 100% after in-network deductible  | Covered - 100% after in-network deductible    |
| Prescription drugs  | Not covered   | Not covered                                   |



ADDENDUM E

Optional riders

|  |  |
|--|--|
| Rider FB – C20%-P, 40%-NP  | Adds a 20% in-network copay and increases the out-of-network copay to 40%. These riders apply to Flexible Blue medical coverage, and, if applicable, Flexible Blue prescription drugs.<br>Note: Rider FB – CM1000/2000-P, 2000/4000-NP or Rider FB – CM2000/4000-P, 4000/8000-NP is required when this rider is selected.  |
| Rider FB – C30%-P, 50%-NP  | Adds a 30% in-network copay and increases the out-of-network copay to 50%. These riders apply to Flexible Blue medical coverage, and, if applicable, Flexible Blue prescription drugs.<br>Note: Rider FB – CM1000/2000-P, 2000/4000-NP or Rider FB – CM2000/4000-P, 4000/8000-NP is required when this rider is selected.  |
| Rider FB – CM1000/2000-P, 2000/4000-NP                           | Adds an annual copay maximum of \$1,000 for a one-person contract, \$2,000 for a family contract (2 or more members) for in-network services and increases the copay maximum for out-of-network services to \$2,000 for a one-person contract, \$4,000 for a family contract (2 or more members).  |
| Rider FB – CM2000/4000-P, 4000/8000-NP                           | Adds an annual copay maximum of \$2,000 for a one-person contract, \$4,000 for a family contract (2 or more members) for in-network services and increases the copay maximum for out-of-network services to \$4,000 for a one-person contract, \$8,000 for a family contract (2 or more members).  |
| Rider FB – CSR   | Changes copay and deductible for out-of-state services.  |
| Rider FB – OCSM-24   | Adds coverage for osteopathic and chiropractic spinal manipulation, up to 24 visits per member per calendar year, subject to applicable cost-sharing   |
| Blue Advantage Rx Certificate                                    | Allows BCBSM members to purchase eligible prescription drugs and supplies from network pharmacies at the Blues' negotiated rate rather than full price.<br>Note: Optional prescription drug riders are not available with this plan.   |
| Flexible Blue Rx Program Certificate                             | Adds coverage for outpatient prescription drugs including mail order drugs.<br>Note: Effective 4/1/09, when selecting Flexible Blue prescription coverage, you must select some level of copay: a fixed dollar Rx copay option, a triple tier Rx copay option or a percent medical copay level option (20%/40% medical copay or 30%/50% medical copay). A 0% network medical copay level is no longer available.   |
| Rider FB RX-PD-GB \$10 / \$60<br>Mail Order 2X                   | Adds specific copays for generic and brand name drugs and doubles the copay for mail order drugs for a 35- to 90-day supply. It removes any applicable percent copay for prescription drugs only.<br>Note: When this rider is selected you must also select the Flexible Blue Rx Program Certificate and Rider FB – CM1000/2000-P, 2000/4000-NP or Rider FB – CM2000/4000-P, 4000/8000-NP.   |
| Rider RX-90-2x   | Expands retail coverage of prescription drugs to include 84 to 90-day supplies (prescriptions with days supply between 35 to 83-days are not covered via retail), subject to one member copay that is double the amount that would apply for a 34-day refill. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider.<br>Note: If a plan currently has Rider MOPD, the group may add Rider RX-90. Otherwise, Rider RX-90-2x is the only option because the copay at mail order and at retail must match for dispensing up to a 90 day supply. |
| Rider PD-GB \$10 / \$40-RXCF<br>(closed formulary)               | Limits coverage for prescription drugs to those on BCBSM's list of approved generic and brand name drugs and requires preauthorization for select drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program, a Mandatory Preauthorization program, and the mail-order drug program.   |
| Rider PD-GB \$15 / 40% / \$40 / \$100-RXCF<br>(closed formulary) | Limits coverage for prescription drugs to those on BCBSM's list of approved generic and brand name drugs and requires preauthorization for select drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program, a Mandatory Preauthorization program, and the mail-order drug program.   |



ADDENDUM F

Optional riders, continued

|   |   |
|---|---|
| <p><b>Rider PD-RXCF-CM</b><br/>(closed formulary)</p>                             | <p>Limits coverage for prescription drugs to those on BCBSM's list of approved generic and brand name drugs and requires preauthorization for select drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program and the mail-order program.</p>   |
| <p><b>Rider PD-RXCF-CM</b><br/>(closed formulary)</p>                             | <p>Limits coverage for prescription drugs to those on BCBSM's list of approved generic and brand name drugs and requires preauthorization for select drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program and the mail-order program.<br/><b>Note:</b> This rider is only available with the Flexible Blue RX after deductible certificate (FB-RX). It may not be selected with any other FB-RX prescription drug plans (e.g. \$10/\$60, \$10/\$40 RXCF, etc.).</p> |
| <p><b>Rider PD-TTC \$15 / \$50 / 50% / \$70 / \$100-RXCM</b> (open formulary)</p> | <p>Imposes a triple-tier copay for prescription drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program, a Mandatory Preauthorization program and the mail-order drug program</p>  |
| <p><b>Rider PD-TTC \$20 / \$60 / 50% / \$80 / \$100-RXCM</b> (open formulary)</p> | <p>Imposes a triple-tier copay for prescription drugs. Adds: provisions for up to a 90-day supply of prescription drugs when obtained from the 90-Day Retail Network, a Mandatory Maximum Allowable Cost (MAC) program, a Mandatory Preauthorization program and the mail-order drug program.</p>   |
| <p><b>Rider FB-Prev RX500</b></p>   | <p>Imposes a \$500 annual benefit maximum which is distinct from any maximum applicable to a medical-surgical preventive benefit, and removes the annual deductible and any applicable copays for specified preventive drugs. The annual deductible will continue to be imposed on all other prescription drugs that are not on the "Preventive Rx Drug List."<br/><b>Note:</b> When this rider is selected, Rider PD-XED cannot be selected.</p>   |
| <p><b>Rider CI, Rider PCD2 and Rider PD-CM</b></p>                                | <p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and Rx only oral or injectable contraceptive medications.<br/><b>Note:</b> These riders are only available as a "prescription drug package" with the Flexible Blue Prescription Drug Plan.<br/>Riders CI and PCD2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.</p>   |
| <p><b>Rider PD-XED</b></p>  | <p>Excludes coverage for elective drugs.<br/><b>Note:</b> Elective drugs are health habit and reproductive drugs such as those that treat sexual impotency or infertility, help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated.</p>  |
| <p><b>Rider XVA</b></p>   | <p>Excludes benefits for voluntary abortions.</p>   |





# St. Clair County Academies

## Ultra-Dent Plan Benefits-at-a-Glance

This is intended to be an easy-to-read summary. The policy issued by Union Security Insurance Company to SET, Inc is the controlling document

**Note: Your plan includes access to the DENTEMAX dental network. Dentists in this network provide discounted services and agree to accept DENTEMAX prices as full payment for services. You can find DENTEMAX dentists at [www.dentemaxdental.com](http://www.dentemaxdental.com). Your benefit levels are the same regardless of whether you are in or out of network.**

### Basic Benefits

|   | In-Network                     | Out-of-Network      |
|---|--------------------------------|---------------------|
| Examination – includes initial and periodic<br>2 per member per benefit year* | Covered - 80% DenteMax price ★ | Covered - 80% R&C ★ |
| Cleaning – adult, and child<br>2 per member per benefit year*                 | Covered - 80% DenteMax price ★ | Covered - 80% R&C ★ |
| Flouride – to age 18<br>2 per member per benefit year*                        | Covered - 80% DenteMax price ★ | Covered 80% R&C ★   |
| Restorative-Fillings  | 80% DenteMax price ★           | 80% R&C ★           |
| Oral Surgery  | 80% DenteMax price ★           | 80% R&C ★           |
| Endodontics   | 80% DenteMax price ★           | 80% R&C ★           |
| Periodontics  | 80% DenteMax price ★           | 80% R&C ★           |
| Lifetime Deductible   | \$0.00                         | \$0.00              |

### Major Benefits

|  |                      |           |
|--|----------------------|-----------|
| Inlays, Onlays, Crowns, Post/Cores and Repairs | 80% DenteMax price ★ | 80% R&C ★ |
| Bridges and Repairs                            | 80% DenteMax price ★ | 80% R&C ★ |
| Dentures                                       | 80% DenteMax price ★ | 80% R&C ★ |
| Annual Deductible                              | \$0.00               | \$0.00    |

### Annual Maximum

\$1,000.00 per person per benefit year\* for basic and major services combined.

### Orthodontic Services

|   |                      |            |
|---|----------------------|------------|
| Payment @   | 80% DenteMax price ★ | 80% R&C ★  |
| Deductible  | \$0.00               | \$0.00     |
| Lifetime maximum  | \$2,500.00           | \$2,500.00 |
| <input type="checkbox"/> To Age 19<br><input checked="" type="checkbox"/> Adult Orthodontic coverage – no age limit |                      |            |

# St. Clair County Academies

## Ultra-Vision Plan II Benefits-at-a-Glance

This is intended to be an easy-to-read summary. The policy issued by Union Security Insurance Company to SET, Inc. is the controlling document.

### Basic Benefits

**Note: There is no network for this plan. You may select any vision provider that you wish to use. Your benefit levels remain the same with any provider.**

|                    |   |
|--------------------|---|
| Examination        | \$48.00 covered once every 12 months ★  |
| Regular Lenses     | \$63.00 covered once every 12 months ★  |
| Bifocal Lenses     | \$72.00 covered once every 12 months ★  |
| Trifocal Lenses    | \$90.00 covered once every 12 months ★  |
| Progressive Lenses | \$108.00 covered once every 12 months ★ |
| Frame Allowance    | \$65.00 covered once every 12 months ★  |
| Contact Lenses     | \$150.00 covered once every 12 months ★ |

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogray lenses or contact lenses) will be provided once in a 12 month period, defined as July 1 to June 30 of the following year, for each eligible member of the family.

Additional charges for tint, oversized lenses, blended bifocal, and scratch or anti-glare coatings are not covered.

★ This amount will be paid toward items and services incurred in connection with your appointment regardless of the amount charged by your provider. The remaining balance is your responsibility.