



Bloomfield Hills Schools

Scholarship · Opportunity · Integrity

BLOOMFIELD HILLS SCHOOLS

OFFICE PERSONNEL

July 1, 2005 through June 30, 2008

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Comprehensive education at its finest.

Bloomfield Hills Schools Mission Statement and Core Values

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

Students

Safe Learning Environment

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

Choices

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

Purpose and Meaning

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

Adults

Passion for Learning

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

Responsibility

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

Resources

Mission-Centered Use of Financial Resources

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

Securing the Future

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

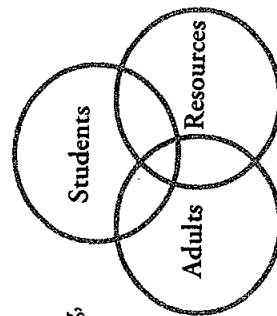


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ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 14th day of June, 2006, between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "School Board"), and the Michigan Education Support Personnel Association (hereinafter referred to as the "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 Union 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 the following staff members of the School Board included in the Bargaining Unit:

All office clerical and secretarial personnel, excluding supervisors, coordinators, temporary substitute staff, confidential staff members, as follows: administrative assistant to the Superintendent, administrative assistant to the Executive Assistant to the Superintendent, administrative assistant to the Assistant Superintendent for Instruction, administrative assistant to the Assistant Superintendent for Human Resources and Labor Relations, administrative assistant to the Assistant Superintendent for Business Services, Accountant; and all other staff. (Effective 7/1/01 the positions called Assistant Superintendent for Elementary Education and Assistant Superintendent for Secondary Education (formerly called the Executive Director for Instruction) were consolidated into one position called Assistant Superintendent for Instruction. Should this position become two positions in the future, the administrative assistants to both positions will be confidential staff members excluded from the bargaining unit).

ARTICLE 3 - REPRESENTATION

A. Officer Notification

The Union will furnish the Employer with lists of its officers, representatives and stewards who have dealings between the Employer and the Union, within five (5) days after their appointment.

B. Union Representatives

Duly-authorized local representatives of the Union shall be permitted to transact official Union business on school property, provided that this shall not interfere with nor interrupt normal school operations.

C. Investigation, Initiation & Presentation of Grievances

The investigation, initiation and presentation of grievances should be conducted outside working hours. In the event a Union representative must use working hours to investigate or present a grievance, the representative shall first get the permission of the Assistant Superintendent for Human Resources and Labor Relations and the building administrator and then conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

ARTICLE 4 - UNION SECURITY & DUES CHECK-OFF

A. Union Security

1. All current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining unit, within 10 days after the 30th day of employment shall be given the opportunity to voluntarily elect whether to join the Union or to refrain from joining.
2. As a condition of employment, all employees shall either become a member of the Union and pay dues, or shall pay a service charge equal to the amount of the periodic dues required by a member of the union,

which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to contributions to Political Action Committees. Such contributions, through a payroll deduction, require voluntary authorization as required by the Michigan Campaign Finance Act. All employees have the right to join, not 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 of this article.

B. Dues Deduction

Staff who wish to do so may sign and deliver to the Human Resources Department an assignment authorizing deduction of membership dues of the Union or the service charge, as set forth above. The dues or service charge shall be deducted periodically from the regular pay of all such employees and remitted to the Union. The Human Resources Department will provide approved standard hours and seniority date for new employees on the Michigan Education Association membership form.

ARTICLE 5 - STAFF MEMBER RIGHTS

A. Legal Obligations

The Union and employer agree to recognize those applicable laws governing employees in the work place.

B. Nondiscrimination

The Employer and the Union agree that an employee will not be discriminated against solely on the basis of race, religion, creed, national origin, sex, marital status or disability.

C. Personnel File

An employee will have the right, per existing law, to review the contents of their personnel file, excluding pre-employment information; and may have a Union 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 employee 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 employee.

ARTICLE 6 - MANAGEMENT RIGHTS

A. Reservation of Rights

The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby 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, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its staff;
2. To hire all staff members and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion; and to promote and transfer all such employees;

3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

B. Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan.

ARTICLE 7 - UNION RIGHTS

A. Bulletin Boards and School Mails

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.

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 approval of the administration and within Board Policy.

C. Information

The employer will provide information to enable the Union to develop appropriate negotiation proposals as required under the law. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled or to furnish a copy of any document which has not become a matter of public record.

ARTICLE 8 - SENIORITY

A. Commencement of Seniority

The seniority of all employees on the seniority list shall commence with the most recent date of hire as a regular employee (not as a substitute) by the Board.

B. Seniority List

1. The seniority list will include the names, job titles, classification and most recent date of hire of all employees entitled to seniority.
2. The Board will keep the seniority list up to date by providing the Union with a current copy in July, October and February of each fiscal year.
3. Seniority shall include only secretarial services as a bargaining unit member.
4. Any employee who leaves the bargaining unit may have their accrued secretarial seniority frozen at the amount earned as of the last day worked in the bargaining unit. If that employee returns to the bargaining unit, they may have the secretarial seniority accrued prior to leaving the bargaining unit reinstated. An employee does not accrue bargaining unit seniority in any position not covered by this contract.

C. Probationary Period

1. The First 90 Work Days Are Probationary

The first ninety (90) full work days of employment shall be probationary. During the first sixty (60) full work days of employment, the employee shall have no temporary leave or other benefits, except holiday pay, per Article 19. If the employee is absent, the probationary period is extended by the number of days absent. Any other extension of the probationary period will be by mutual agreement of the Board and the Union.

2. Leave Days and Other Benefits Begin After Sixty Full Work Days

Leave days will be available upon the satisfactory completion of sixty (60) full work days and may be used as provided in Article 16. Life insurance and short term disability will also commence upon the satisfactory completion of the sixty full work days. Health, dental, vision, and long term disability (LTD) will be effective for eligible employees on the first day of the month after satisfactory completion of the sixty (60) full work days.

3. Seniority Status

If the employee is continued in employment beyond the ninety (90) day probationary period, the employee shall acquire the status of a seniority staff member and seniority shall be established from the first day worked as a probationary staff member.

4. Union Representation

The Union shall represent probationary staff for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary staff may be discharged at the sole discretion of management. The discharge of a probationary employee is not subject to the grievance process. (see Article 13 (D))

D. Loss of Seniority

Staff members shall lose seniority and be terminated from employment if any of the following occurs:

- a. The employee quits.
- b. The employee is discharged and the discharge is not reversed through the grievance procedure.
- c. The employee is absent without notice or approval for three (3) consecutive working days.
- d. The employee fails to respond to a recall letter within 10 working days from the date of mailing the letter to the employee's last known address in the employee's personnel file.
- e. The employee is laid off for a period of time exceeding one year.
- f. The employee does not return to work after a medical leave or worker's compensation leave within the time frame provided in Article 20(C)(10) and (11).

E. Seniority (Leaves of Absence)

Staff, while on approved compensable leave days or on short term disability (Article 20(C)(9)) or child care (Article 17 (B)) leaves of absence, shall be able to accumulate up to one year of seniority.

ARTICLE 9 - LAYOFF

A. Temporary Layoffs not Exceeding One Week

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority and qualifications.

B. Reduction of Staff: Substitute and Temporary Staff, Probationary Staff

In the event that it becomes necessary to reduce the number of staff through layoff from employment, substitute and temporary staff then probationary staff in the affected positions will be laid off first.

C. Employee in Affected Position Removed First

In the event layoff of regular seniority staff becomes necessary, those employees in the affected positions shall be removed first.

D. Bumping /Layoff

1. Any employee so removed may exercise seniority district-wide to remove the least senior staff member in the same or lower classification, provided the employee has the seniority and can satisfactorily meet the standards and is capable of performing the work without a trial period. If the employee has satisfactorily served in a higher classification, the employee may bump the least senior employee in the higher classification if he/she can satisfactorily meet the standards and is capable of performing the work without a trial period.
2. If the employee who is being displaced under Paragraph D, above, has seniority, the employee may either accept the layoff or displace the least senior staff member in a lower classification, provided the first employee has more seniority and can satisfactorily meet the standards and that the most senior employee is capable of performing the work without a trial period.

E. Definition: Capable of Performing Work

It is understood that "capable of performing" the work includes temperament, personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining capability.

In the application of this provision, the Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is "capable of performing" the work.

F. Notice of Layoff

Staff to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. Copies of layoff notices will be sent to the Local president on the same date the notices are issued to the employees.

ARTICLE 10 - RECALL

A. By Classification and Reverse Order of Layoff

The recall of staff members from a layoff shall be by classification in the reverse order of layoff, provided they can meet the standards and are capable of performing the work without a trial period.

B. Seniority Staff Recalled Before New Staff Hired

All employees having seniority, meeting the standards and capability requirements, will be recalled before any new staff are hired.

C. Notice of Recall Sent to Last Known Address

Notice of recall shall be sent to the employee at the last known address as provided by the employee and as shown on the Employer's records, by registered or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing of notice of recall, the employee shall be considered as having quit.

D. Employees Responsible for Notifying Employer of Change of Address

Each employee 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 employee fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Procedure

Any complaint by an employee concerning the application, meaning, interpretation or alleged violation of this Agreement, or concerning any disciplinary action, shall constitute a grievance and shall be processed as follows.

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth in Steps 1 and 2 may be extended by mutual consent of the parties. Further, any step in the procedure may be omitted upon mutual consent of the parties.

1. Step One

The initial presentation of any grievance shall consist of an informal discussion between the staff member and immediate supervisor. At the option of the employee, representatives of the Union may participate in the discussion at Step One. Other employer representatives may also participate.

If the decision is not satisfactory to the employee or the Union, the grievance shall be reduced to writing and presented to the immediate supervisor within five (5) working days of the Step One meeting. The immediate supervisor shall answer in writing within five (5) working days of receipt of the grievance.

2. Step Two

If the decision of the immediate supervisor is not satisfactory, the grievance, in writing, will be referred by the grievant to the Assistant Superintendent for Human Resources and Labor Relations within five (5) working days of receipt. A hearing date will be established within ten (10) working days.

Within five (5) working days after the hearing or its investigation, the Assistant Superintendent for Human Resources and Labor Relations shall advise the aggrieved employee(s) and the Union of the decision in writing.

3. Pre-Arbitration

Within ten (10) working days after the Step Two answer, the union or Employer may request a pre-arbitration hearing. This meeting must be held within ten (10) working days of the request for pre-arbitration.

4. Step Three (Arbitration)

a. Referral to Arbitration

If the alleged grievance is unresolved after Step 2, the matter may be referred to arbitration. The union may refer the matter to arbitration provided that notice to refer the matter is given to the employer within ten (10) working days from the date of the written decision at Step Two, or after pre-arbitration is conducted. Within five (5) working days after the date of the written request for arbitration, designated representatives of the Employer and the Union shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

b. If the Parties Are Unable to Agree on Arbitrator

If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

c. Arbitrator to Render Decision Within 30 Days From Close of Hearing

The Arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Employer, the Union, and the staff member(s) involved.

d. Authority of Arbitrator

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

e. Fees and Expenses

1. The Arbitrator's fees and expenses shall be shared by the Employer and the Union equally. The expenses and compensation for attendance of any individual, witness, or participant in the arbitration shall be paid by the party calling such individual, witness, or requesting such participant.
2. Unless otherwise agreed by the parties, if a scheduled arbitration is cancelled at the request of one party, the party requesting cancellation of the arbitration shall pay any of the arbitrator's fees and expenses associated with the cancellation.

B. Individual Grievances

Notwithstanding the foregoing provisions, it is understood that any individual staff member at any time shall have the right to process a grievance on their own behalf, excluding arbitration, and have the grievance adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. The Union shall have the right to attend hearings on the matters and receive a copy of any disposition.

C. Monetary Awards

If a grievance is sustained, the aggrieved party shall be paid for financial loss, as determined in the final disposition. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

ARTICLE 12 - PROMOTION, TRANSFER & ASSIGNMENT

A. Postings and Bidding

1. Vacancies will be posted for a period of seven (7) calendar days in each building during which time any individual who desires the position may apply by bid. Each posting will set forth the position, classification, location and number of hours to be worked and will define the qualifications required for the position. Positions will be posted in buildings except during bona fide recess periods.
2. If possible, posted positions will be filled within five (5) working days after the end of the posting period. If possible, as determined by the Assistant Superintendent for Human Resources and Labor Relations the successful bidder will be transferred within ten (10) working days.

B. Filling Vacancies

1. Staffing Conditions

- a. Interested employees who are qualified and who have satisfactory work records will be considered for vacant positions. The Assistant Superintendent for Human Resources and Labor Relations shall determine the qualifications of candidates.
- b. Qualifications for vacant positions include the following:
 1. Experience;
 2. Ability to perform the job;
 3. Needs of the receiving building or administrator;
 4. Temperament and personality;
 5. The ability to work with a particular administrator, the public, teacher, and students in a harmonious relationship;
 6. Seniority.
- c. Interested personnel will be given the opportunity to re-test for a posted position to determine skill qualifications.
- d. Less-than-52-week staff who make a written request shall have summer postings of secretarial vacancies mailed to their home. The employee shall be responsible for providing the most recent home address; failure to receive a posting in the mail shall not be subject to the grievance procedure.

2. Promotion

- a. Promotion is the change in jobs to one of a higher class and rate of pay.

3. Lateral Transfers

- a. Transfer shall be defined as the movement from one location to another with no change in pay or classification.

4. Demotion

- a. Acceptance of a position that carries a lower rate of pay constitutes a demotion.

5. All internal candidates from the bargaining unit bidding on a position who meet the qualifications set forth in the position posting shall be provided an interview. An employee who bids on a position and is not selected for the promotion, transfer or demotion will, upon request, be provided the reason the employee was not appointed.

C. Involuntary Reassignments (Permanent)

Involuntary reassignment shall not take place without prior discussion with the affected employee, in which any objections to the assignment by the employee shall be considered. If the employee objects to the reassignment, they shall have the right to a full review of the case by the Local president, vice president, or chief steward and the Assistant Superintendent for Human Resources and Labor Relations.

D. Trial Period Conditions

1. When an employee has been selected from bidding for promotion, transfer, or demotion, said employee shall begin a twenty (20) work day trial period. In the event the employee is unable to perform the duties of the new job to the immediate supervisor's satisfaction, the employee shall be removed and returned to the former position and location. The vacancy shall then be filled by the next qualified candidate from the original posting.
2. During the trial period the employee may, at their option, return to the former position and location and pay rate without loss of status or seniority.
3. An employee who bids on and then declines the offer of a posted position or who accepts a lateral transfer, or demotion, but by their own choice does not complete the trial period, cannot bid any additional postings for a period of one month.

ARTICLE 13 - DISCHARGE & DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of a staff member, to promptly notify verbally or in writing the Local president or designee of such action.

Disciplinary actions will be for cause.

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

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Union consider the discharge or suspension to be improper, a complaint shall be presented in writing to the Assistant Superintendent for Human Resources and Labor Relations. The matter shall be referred to Step Two of the Grievance procedure.

D. Discharge of Probationary Employee not Subject to Grievance

The Board retains the right to discharge a probationary employee for any reason and such action shall not be subject to the grievance procedure.

E. Use of Past Record

In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than (5) five years previously. Nor shall the Board take into account any misrepresentations

through inadvertent error or mistake on an employee's application form which occurred more than five (5) years previously.

ARTICLE 14 - SPECIAL CONFERENCES

A. Establishment and Use of Special Conferences

There shall be established under this article a closed forum, called "special conferences," for the purpose of improving Employer/Staff relationships. The special conferences are not to be construed or utilized as a grievance or "gripe" session. The special conferences are to be utilized solely as a constructive basis for important matters, and are not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Procedure for Arranging Special Conferences

Special conferences will be arranged between the Local president and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall be between two or three representatives of the Employer and two or three representatives of the union. Arrangements for the conference shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. An employee shall not lose time or pay for time spent in a special conference during the regular working day.

C. Union Meetings Preceding Special Conferences

The representatives of the Union may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE 15 - WORKING HOURS

A. Shift Hours

1. Shift hours will be determined by the Employer, but each shift will consist of up to eight (8) consecutive hours to be worked in five (5) consecutive days excluding a thirty-minute unpaid lunch period.
2. If a full-time staff member is unable to take a work-free lunch period and is required to stay at their work station (and therefore must eat lunch while on duty), the employee will be granted a paid lunch period unless it is rescheduled by the immediate supervisor. The determination of whether the employee must work the lunch period shall be left to the employee's supervisor. If the paid lunch period is granted, the supervisor will adjust the employee's work schedule in line with the needs of the school's (or office's) opening-closing. It is understood that if the paid lunch period is granted by the supervisor, the employee shall be on call and expected to perform any and all duties required.
3. It is further understood that this provision is not applicable in an emergency situation. The paid lunch period is anticipated only: (a) when the employee is regularly scheduled to work the lunch period (and is unable to take a work-free lunch period); (b) where the working requirement is consistently frequent;

or (c) where a temporary change in schedule requires it for one week or more (the paid lunch period shall be effective only during the temporary change).

B. Breaks

Staff will be granted a ten-minute break in the morning and a ten-minute break in the afternoon. It is understood, however, that because an office should not be left unattended, the employee may have to temporarily defer the time the break is taken. With the approval of the immediate supervisor, breaks may be used to extend the lunch period.

C. Overtime

Overtime will be paid at the rate of time and one-half for work over forty (40) hours per week. Double-time will be paid for service performed on Sundays or holidays designated in Article 19.

Upon mutual agreement of the parties, compensable time at the earning rates defined above may be taken in lieu of the hourly rate.

D. Less Than Full Time or Job Sharing

Employees in less-than-full-time or job-sharing assignments with a schedule other than daily, Monday through Friday, will be compensated only for regular days scheduled. Leave and vacation days earning will be determined based on the employee's full time equivalent (FTE) status. (For example, half time staff who have FTE of .5: 15 vacation days will be allocated as 7.5 and 12 leave days as 6.0.)

Because the value has already been prorated, eight (8) hour days are charged as full days and four (4) hour days are charged as half days.

ARTICLE 16 - COMPENSABLE LEAVE DAYS

A. Definition

Paid-for leave time will be provided in order to protect the employee's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

B. Accumulation

Upon satisfactory completion of sixty (60) full work days, each employee shall be entitled to a current leave day earning at the rate of one day per month of employment service. Leave days for the current school year shall be placed at the disposal of each employee who has completed the sixty (60) full work days on July 1st. Unused leave left over at the end of the school year shall be accumulated to a maximum of one hundred fifty (150) days.

C. Use of Leave Days

Leave may be used for personal or family illness, bereavement, religious holidays, emergencies and personal leaves as specified in the schedule contained within this provision. For all absences, the employee is required to notify the school administration upon first knowledge of the necessity for the absence. The use of leave days must be approved by the immediate supervisor and will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. **Personal Illness** : Bona fide involuntary physical incapacity to report for and discharge duties. It is understood that an employee may be required to provide a physician's certificate in cases of illness.
2. **Family Illness** : Bona fide pressing need due to illness of an employee's spouse, children or parents.
3. **Bereavement** : Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Assistant Superintendent for Human Resources and Labor Relations provided such additional leave days are available in the current or accumulated leave bank.

An employee's immediate family shall include spouse, parents, children, or persons living in the employee's household. Secondary family is considered to include the employee's grandparents, brothers and sisters.

4. Personal Leave : Up to three (3) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two days' advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Human Resources and Labor Relations.

5. Religious holidays: Up to two (2) days per year from current leave days may be used for observance of religious holidays.

D. Use of Accumulated Leave Bank

1. Illness or bereavement

The staff member's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.

2. Personal leave day from bank

An employee may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.

3. Illness in the family

Leave days for illness in the family may be used from the leave bank for serious illness to a family member only after current leave bank has been exhausted and prior approval has been received from the Assistant Superintendent for Human Resources and Labor Relations. See Appendix D for FMLA procedures.

E. Leave Day Provisions

1. Leave days not to be used for personal pleasure or extended vacations

Leave days shall not be used for personal pleasure or to extend vacations. However, approved personal days are not subject to this prohibition. Abuse of temporary leave shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.

2. Interruption of Service

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

F. Maternity Leave

1. Notify Personnel Department

The employee, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the human resources manager in the Human Resources Department. The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms 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. Short Term Disability

Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation (short term disability) provisions in Article 20(C)(9). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job.

G. Jury Duty

1. Notify Human Resources Department

Employees who are summoned for jury duty must notify the Human Resources Department within twenty-four (24) hours of receipt of such notice. If the employee then reports for jury duty, the employee shall receive jury duty pay. 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. Provided, however, the employee's building administrator or supervisor may release the employee for the remainder of the work day. Jury duty is the regular daily wage for each day on which the individual reports for or performs jury duty and on which the employee would otherwise have been scheduled to work. Time spent on jury duty shall not be charged against leave days.

2. Jury duty pay differential

To be eligible for jury duty pay differential, the employee must furnish the Human Resources Department with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the employee by the court. This payment by the employee shall be made to the Human Resources Department no later than two (2) weeks after the return from jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

H. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the superintendent due to weather or other conditions, and this official closing is announced on Radio Stations WJR (760 AM), WWJ (950 AM), WBFH (88.1 FM) and on WJBK (Fox 2), WDIV (Channel 4) and WXYZ (Channel 7) or through a program established by the administration, clerical staff will be expected to report for work.

1. In the event of inability to reach work, the employee has the option of protecting income by charging that day against unused leave time should it be available; the employee also has the option of reporting to Central Office or making up time missed, as mutually agreed between the employee and the immediate supervisor. Should there be no leave days available, and the employee does not wish to make up the time missed, a docking of pay would be initiated for time missed.

I. Closing of Facility

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.

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.

ARTICLE 17 - LEAVES OF ABSENCE (non-compensable)

A. Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of twelve (12) work weeks during any twelve (12) month period for family medical or personal medical reasons. (Appendix D to the contract contains the regulation applicable to FMLA leave.)

B. 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). FMLA leave for the birth of a child or for placement of adoption or foster care must conclude within twelve (12) months of the birth or placement.
2. An employee desiring to return from leave shall notify the human resources manager, in the Human Resources Department, in writing, and provide the appropriate Personnel form approving the return to work and indicating that the employee is able to perform the functions of the position. 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 employee 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 employee is qualified. There shall be no layoff to provide a vacancy.
4. In accordance with this section, a twelve (12) month leave of absence is available in cases of adoption or paternity. The leave of absence in such cases shall commence on the date of placement for adoption or birth of the child.

C. Military Leave

Reinstatement from Military Leave: Any staff member who enters into active service of the Armed Forces of the United States and upon the termination of such honorable service, shall be offered re-employment, provided the employee reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event, the employee will be offered employment in line with seniority as may be available, and which the employee is capable of doing.

A probationary staff member who enters the armed forces and meets the foregoing requirements must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the armed forces.

D. Leave for Union Business

A maximum of eight (8) days per year, not for consecutive use, may be used to conduct Union business. The use of these non-compensable days will be considered only when the office operation can be continued with no interruption, and is finally contingent on the approval of the immediate supervisor. These days will not be used in combination with other leave days or vacation.

E. Conditions for Return from Leave

1. An employee released by a physician for return to work will be assigned to the first vacancy for which the employee is qualified.
2. The Board of Education reserves the right to have any employee returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations or with reasonable accommodation acceptable to the employer.
3. An employee who is on an extended leave of more than eighteen (18) consecutive months from the first date of the absence, and does not return upon the expiration of the leave, will be considered a termination.

ARTICLE 18 - VACATION

A. Vacation-Earning Schedule

Staff (those normally scheduled or expected to work at least twenty hours per week) shall be granted vacations with pay. As of June 30th each year, each employee shall receive vacations with pay as follows:

1-2 years of service	earned at .83 per month of service
3-6 years of service	earned at 1.25 per month of service
7-12 years of service	earned at 1.66 per month of service
13 or more years of service	earned at 1.75 per month of service to a maximum of 20 days per year

Earning level will be determined based on years of service completed as of June 30th of earning year.

The above earning schedule results in employees earning the following vacation days annually, depending on whether the employee is classified as an eleven month employee or twelve month employee:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>
1-2	10 days	9 days
3-6	15 days	14 days
7-12	20 days	18 days
13 or more	20 days	19 days

B. Definitions: Twelve month staff and eleven month staff

- (1) Twelve month staff: any employee who is scheduled to work 52 weeks per year (not including paid holidays, earned vacation and leave days).
- (2) Eleven month staff: any employee who is scheduled to work less than 52 weeks but more than 42 weeks.

C. Vacation is Earned from July 1 through June 30

Vacation for all staff is earned during the period July 1 through June 30, for use during the fiscal year immediately following the year in which the days are earned. Those employees who have less than one year of service shall have their vacation earning computation premised on the number of months of service, and all others with more than one year of service shall follow the established earning schedule.

One year shall be defined as twelve months for a fifty-two week staff member; and for a less-than-fifty-two-week staff member one year shall be defined as eleven months.

Any request for non-compensable leave or pro-rata use of vacation requires the prior approval of the immediate supervisor and the Assistant Superintendent for Human Resources and Labor Relations.

D. Vacation Proration

Earning months shall be premised on job classification and a proration will be calculated for periods not worked for reasons of disability, workers compensation and absence without pay. Proration will be done only for months in which the employee is off work for more than ½ of the scheduled work days of that month. Payment for vacation days (including days from those employees who work less than full time or job share) will be based upon hours worked as more fully described in Article 15, Section D of this contract.

E. Vacation Use

1. The vacation year shall be from July 1 to June 30. Vacations must be approved by the immediate supervisor and may be granted at such times during the year as are suitable, considering both the wishes of the employee, and the efficient operation of the Department.
2. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. A vacation may not be waived by an employee and extra pay received for working during that period. Twelve month staff only may carry over unused vacation days into the following school year with the approval of the immediate supervisor, the Assistant Superintendent for Human Resources and Labor Relations and the superintendent.
3. If an employee becomes ill and is under the care of a duly-licensed physician prior to vacation, the vacation may be rescheduled. If, due to illness, the employee is unable to take vacation which has been earned, vacation pay shall be allowed in lieu of taking the vacation.

F. Vacation Payment

Vacation pay will be based on the employee's hourly rate and regular working day (not to exceed eight hours) immediately previous to the vacation period (or immediately previous to the date of layoff or retirement in cases provided for in Section D, above).

G. Vacation Payment Upon Termination

Any employee who leaves the employment of the Employer during the fiscal year, as the result of dismissal or voluntary quit without two-week notice, shall forfeit all vacation rights. Staff who resign from employment of the District with proper notice (two weeks) will be paid accrued vacation.

An employee who is laid off, retires, or quits with two-week notice (but not an employee who quits without two-week notice or is discharged), shall receive unused vacation credit accrued from the preceding July 1 based on months of service (or major fraction thereof) after which the employee would have been entitled on the basis of seniority the following June 30. A recalled employee who received such credit at the time of layoff will have credit deducted from the next vacation pay should they be recalled.

ARTICLE 19 – HOLIDAYS

A. Ten Holidays Granted

A maximum of ten holidays per year will be granted to each employee who has attained seniority and is scheduled for fifteen (15) hours or more per week. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the employee

has received permission from the Assistant Superintendent for Human Resources or designee in advance, or is on a compensable leave as defined in Article 16 of this Agreement.

Holiday pay will be based on the employee's hourly rate and regular work day (not to exceed eight (8) hours) immediately previous to the holiday.

B. Enumerated Holidays

The following days will be celebrated as paid holidays;

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

C. When Holiday Falls on Weekend

When one of the enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of the holidays falls on Saturday, then Friday shall be deemed the holiday. Should the holiday schedule and the school calendar conflict, the Board will determine the dates to be observed as holidays. The Employer will review the proposed holiday calendar with the Union president.

D. Floating Holiday: Each employee shall receive one floating holiday per school year. Use of the day is subject to the following provisions:

- a. The day may only be taken at a time when no substitute is required.
- b. If the day is not utilized by June 30, it will not be carried over to the next school year, and will be forfeited.
- c. New employees shall be eligible for the floating holiday on the July 1 immediately following employment in the bargaining unit.
- d. Requests to use the floating holiday shall be made in advance on Temporary Leave Request forms. When completing the form, the employees should note that the day is the floating holiday. Use of the day is subject to the approval of the immediate supervisor.

ARTICLE 20 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations

The Board shall provide a cafeteria benefit plan (Educated Choices) that includes coverage 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.

An employee will be eligible for insurance benefits when he/she has satisfactorily completed sixty (60) full work days. The coverage shall be effective the first day of the month following satisfactory completion of the sixty (60) full work days. Coverage shall remain in effect for the duration of the agreement as long as the employee is actively employed by the Board. Benefits shall terminate at the end of the month in which the employee last works or

exhausts Family and Medical Leave Act leave. Benefits also terminate when an employee commences long term disability leave or has been on worker's disability compensation leave exceeding one year.

B. Continuation of Benefits for Certain Employees Per the 1990-92 Collective Bargaining Agreement

Employees currently provided life, LTD, AD&D, dental and vision benefits per the 1990-92 collective bargaining agreement will be red circled and continued unless a voluntary change in hours per day is made by the employee.

C. Cafeteria Benefit Plan - *Educated Choices*

The Board will provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following benefits for employees who are eligible for and select such benefits:

1. Medical/hospitalization insurance

For each full time employee (a "full-time" employee is one who is normally scheduled or expected to work at least forty (40) hours per week) covered by this agreement who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer shall pay the premium for the following:

a. Preferred Provider Organization (PPO)

The parties have agreed to provide employer-paid Community Blue Option 1 to those members electing to take medical hospitalization insurance. The drug co-pay is \$10 generic and \$15 brand name. A brief description of the insurance coverage is attached for informational purposes as Appendix B. (Appendix B is not part of this contract.) The change in coverage will become effective November 1, 2006. Prior to November 1, 2006, the coverages provided in the 2001-2006 contract will remain in effect.

b. No Duplication of Medical/Hospitalization Insurance

There shall be no duplication of medical/hospitalization insurance. The staff member must notify the Benefits Coordinator of any personal medical/hospitalization coverage or coverage from a spouse's hospitalization insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Union shall encourage staff to abide by this policy and shall assist the Board in its enforcement.

c. Cash in Lieu of Health Insurance

The employer will provide a Cash in Lieu of Health insurance option each year for those individuals who are eligible for but who do not elect the employer-provided hospital/medical insurance. This option shall be in the amount of \$600 for one person, \$800 for two persons, and \$1000 for full family.

2. Hospital-Medical Benefit Proration for Part-Time Staff

The Employer will participate in Blue Cross-Blue Shield Hospital and Medical Insurance for part-time staff on a pro-rata basis. The Employer's contribution for each part-time employee who elects coverage will be a fraction of the Employer's contribution for a full-time employee. The fraction will represent the relationship between the number of hours the part-time employee is regularly scheduled or expected to work each month and 173 hours (percent compared to 40 hours per week). The provisions of (C)(1) (a) - (e) of this article are applicable for part-time staff.

3. Dental Insurance

For each employee working six (6) hours or more per day, the Employer will pay the premium in Classes I, II, III and IV, which includes preventative, basic care and prosthetics, a dental plan of Class I 100%, Class II 100%, Class III 70%, with a maximum per person per year of \$1,250.00, and Class IV of 60%, with a lifetime maximum of \$1,000.00 per person. Orthodontic benefits are provided for eligible dependents, 19 years of age or less at the time treatment is initiated.

The Board of Education reserves the right to change carriers or to self-insure.

4. Life Insurance

The Employer shall pay the premium for a life insurance policy for each employee working six (6) or more hours per day who has satisfactorily completed the sixty (60) full work days probationary period, which shall pay to the employee's designated beneficiary the sum of Forty-Five Thousand Dollars (\$45,000.00) upon death, with provision for double indemnity in the event of accidental death.

5. Vision Insurance

The Employer will pay the premium for vision coverage for staff who work six (6) hours or more per day. The vision care program, will provide annual services, including examination, lenses and frames, with a \$35 cap on frames, premised on a co-pay program with established reasonable and customary fee limitations. Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above.

6. Additional Life Insurance

Each employee will have the option to purchase additional life insurance with pre-tax dollars (if permitted by IRS rules), 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 for amounts in excess of \$100,000.

7. Dependent Life Insurance

Each employee will have the option to purchase life insurance for their spouse 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.

8. Flexible Spending Account - *Educated Choices*

The option to enroll in a flexible spending account is available to every staff member who is regularly scheduled to work at least 20 hours per week. 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.

a. 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.

b. 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.

9. Temporary Disability and Salary Continuation (Short Term Disability)

The Employer shall provide for each employee working four (4) or more hours per day (average of 20 hours per week) and who has satisfactorily completed sixty (60) full work days, the following disability and salary continuation coverage:

- a. For off-the-job sickness and accident, after all leave days have been used or ten work days, whichever is later, the employee will be paid:
 - 1. Up to 30 work days at 75% of the employee's current wages;
 - 2. Up to an additional 210 work days at 60% of the employee's current wages.
- b. The amount received from the District will be reduced by any primary remuneration received, or for which the employee is eligible, during the last 120 work days, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
- c. Those employees who have more than ten leave days may elect to use a minimum of ten days or all available in current and leave bank prior to temporary disability coverage being initiated. Employees who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

10. Long-Term Disability

a. Benefit

The Board shall provide a long-term disability insurance plan for each employee working thirty (30) or more hours per week. Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$2000.00 per month to the employee 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 employee 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 employee's regular salary divided by 12.

b. Offset

The amount received from the insurance company will be reduced by any primary remuneration received, or for which 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.

c. Separation from Employment

On the date the 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 one year of the date of the commencement of the leave, the employee will be given priority for placement in a vacant office personnel position for which the employee is qualified. 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 one year from the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

11. Workers' Compensation

a. Benefit

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

b. 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.

c. Doctor Visits

Any staff member 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 employee. 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 employee is scheduled to work, unless approved by the immediate supervisor.

d. Benefits Beyond One Year

Any district provided benefits beyond one year shall be payable only under the terms of Workers' Disability Compensation Act and Long-Term Disability insurance coverage of the District, provided under Article 20 (C)(10).

e. Separation from Employment

If an employee on Workers' 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 two (2) years of the date of the commencement of the leave, the employee will be given priority for placement in a vacant office personnel position for which the employee is qualified. 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 physician 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 an employee does not return to work within two (2) years of the date of the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

ARTICLE 21 - SEVERANCE

Upon severance of employment after five (5) years service, for reasons of death, retirement, or quit with proper notice of not less than two weeks, but not an employee who quits without notice or is discharged, a severance payment for each unused leave day, up to the maximum of 150 days, will be made by the Board of Education as defined in the schedule described below.

5 years through 10 years	40%
11 years through 20 years	60%

21 years through 30 years 70%
 31 years, plus 80%

ARTICLE 22 - HEALTH

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

1. At the time of hiring, each employee shall provide a certificate from a physician showing that the employee is able to fulfill the assigned duties and, if required by the Board, that they are free from active tuberculosis and other communicable diseases.
2. If required by the Board, as a condition of continued employment, each employee shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results. The results of the test must be filed with the Human Resources Department.

ARTICLE 23 - RATES FOR NEW JOBS

The Board of Education will have the right to establish new positions in the bargaining unit as may be required. The Employer and the Union shall meet to negotiate the classification, wages, and working conditions of such positions.

ARTICLE 24 - 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 employee must submit a mileage sheet in accordance with established District procedures.

B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage sheet shall be held by the employee until the end of the month in which fifty (50) miles has been accumulated.

ARTICLE 25 - WAGES

A. Salary

For each school year, the members of the bargaining unit will receive a 2.1% salary increase. The increase for the 2005/2006 school year will be retroactive to July 1, 2005 including any member who has retired prior to ratification, but not to any member who has resigned or been terminated. The salary schedule is as follows:

2005-2006 Salary Schedule

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 yr*</u>	<u>9 yr*</u>	<u>12 yr*</u>	<u>15 yr*</u>
							\$0.70	\$0.85	\$1.00	\$1.10
1	13.13	13.85	14.29	14.93	15.38	16.75	17.42	17.57	17.72	17.82
2	13.53	14.29	15.18	15.69	16.34	18.07	18.77	18.92	19.07	19.17
3	14.06	14.96	15.65	16.17	17.00	18.93	19.63	19.78	19.93	20.03

2006-2007 Salary Schedule

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 yr*</u> \$0.75	<u>9 yr*</u> \$0.90	<u>12 yr*</u> \$1.05	<u>15 yr*</u> \$1.15
1	13.41	14.15	14.59	15.24	15.70	17.08	17.83	17.98	18.13	18.23
2	13.81	14.59	15.50	16.02	16.68	18.45	19.20	19.35	19.50	19.60
3	14.35	15.27	15.98	16.51	17.36	19.33	20.08	20.23	20.38	20.48

2007-2008 Salary Schedule

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6 yr*</u> \$0.80	<u>9 yr*</u> \$0.95	<u>12 yr*</u> \$1.10	<u>15 yr*</u> \$1.20
1	13.69	14.44	14.90	15.56	16.03	17.43	18.23	18.38	18.53	18.63
2	14.10	14.90	15.83	16.36	17.03	18.84	19.64	19.79	19.94	20.04
3	14.66	15.59	16.32	16.86	17.72	19.73	20.53	20.68	20.83	20.93

*Steps six through 15 are longevity steps

B. Longevity

Staff with continuous service (excluding unpaid leaves of absence and other breaks in continuous service) will receive longevity increments in accordance with the following periods of continuous service:

Amount over top of step 5:

	<u>6 yrs</u>	<u>9 yrs</u>	<u>12 yrs</u>	<u>15 yrs</u>
2005/2006	\$.70	\$.85	\$1.00	\$1.10
2006/2007	\$.75	\$.90	\$1.05	\$1.15
2007/2008	\$.80	\$.95	\$1.10	\$1.20

Longevity increments will be paid on the regular pay period after the employee's anniversary date. The longevity rates have been included in the rates of pay provided in section (A) of this article for illustration purposes only.

C. Classifications

- Class II Accounting/Purchasing Secretary
 Athletics/Recreation Secretary
 High School Associate Principal Secretary
 High School Attendance Secretary
 High School Counseling Secretary
 High School Enrollment Secretary -- International Academy
 High School Financial Secretary
 High School Records Secretary
 Middle School Attendance Secretary
 Purchasing/Registration Secretary - Recreation/Community Service
 Student Services Secretary
- Class III Community Relations/Special Education Secretary
 Deaf & Hard of Hearing Program Secretary
 Elementary School Secretary
 Food Service Secretary
 High School Principal Secretary

Human Resources Secretary
 Information Services Secretary
 Instructional Services (and Grants) Secretary
 International Academy Principal Secretary
 Maintenance Payroll/Work Order Secretary
 Middle School Principal Secretary
 Model High School Coordinator Secretary
 Operations/Facilities Secretary
 Payroll Records/Receptionist Secretary
 Personnel Secretary
 Plant and Facilities Director Secretary
 Preschool/Bloomin' Kids Secretary*
 Preschool/Bloomin' Tots Secretary*
 Purchasing and Budgets Secretary
 Recreation/Community Services Secretary
 Special Education Secretary
 Secretary to Instruction
 Substitute Placement Secretary
 Transportation Secretary
 Wing Lake Center Secretary

The procedure for classification review is attached as Appendix E.

D. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. An employee promoted to a higher wage class will be placed at the same experience level in the higher class which had been obtained in the lower class.

E. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those employees 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 directly related to the employee's current 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 bargaining unit will not exceed ten thousand dollars (\$10,000.00).

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 requested, there may be a proration.

ARTICLE 26 - DEFINITIONS

- A. **Full-Time Staff** : Full-time staff are defined as employees regularly scheduled to work forty (40) hours per week, whether employed on a eleven-month or twelve-month basis.
- B. **Part-Time Staff** : Part-time staff are defined as employees regularly scheduled to work less than forty (40) hours per week, whether employed on a eleven-month or twelve-month basis.
- C. **Temporary Staff** : Temporary staff (those hired as additional temporary help) are not part of the bargaining unit and are not covered by any of the provisions of this Agreement. At the request of either party, the parties will meet and discuss the usage of temporary staff.
- D. **Substitute Staff** : Any temporary employee hired to substitute for a regular staff member who is on a compensable leave is not part of the bargaining unit and is not covered by the provisions of this Agreement.

E. Public Act 112 of 1994: Section 15(3)(F) of Public Act 112 of 1994 (MCL 423.215) provides that collective bargaining between a public school employer and a bargaining representative of its employees shall not include any of the following subjects:...the decision of whether or not to contract with a third party for one or more non-instructional support services; or the procedures for obtaining the contract; for the identity of the third party; or the impact of the contract on the individual employees or the bargaining unit. Section 15(4) of Public Act 112 of 1994 (MCL 423.215(4)) also provides that the matters described in this paragraph are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employers and, for the purposes of this act, are within the sole authority of the public school employer to decide.

1. Position of the Board: It is the position of the Board that the provisions in Article 25 with respect to the use of substitute and temporary staff are an illegal subject of bargaining under PA 112 of 1994 and are unenforceable insofar as they place any limitations on hiring or retention of non-instructional staff. As unenforceable provisions, they should be removed from the contract.

2. Position of the Union: It is the position of the union that Public Act 112 of 1994 does not apply to the provisions in Article 25 concerning the use of substitute and temporary staff, and therefore, the provisions should not be removed from the contract.

ARTICLE 27 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union, and 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 28 - NO STRIKE/LOCKOUT

A. No Strike

The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in the Michigan Public Relations Employment Act (PERA) as follows: "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment". Section 6(1) of PERA also defines strike as follows: Notwithstanding the provisions of any other law, a public employee who, by concerted action with others and without the lawful approval of his or her superior, willfully absents himself or herself from his or her position, or abstains in whole or in part from the full, faithful and proper performance of his or her duties for the purpose of inducing, influencing or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment, or a public employee employed by a public school employer who engages in an action described in this subsection for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer, shall be considered to be on strike. (If the definition of "strike" is changed by an amendment to the law, the parties agree that this paragraph will be changed accordingly.)

B. Lockout

No lockout of staff shall be instituted by the Employer during the term of this Agreement.

ARTICLE 29 - DURATION OF AGREEMENT

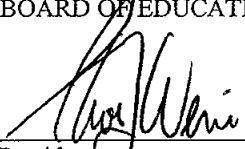
This Agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until June 30, 2008. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to June 30, 2008, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2009, which extension shall be subject to the reopening and extension provisions set forth herein.

This agreement was ratified by the Bloomfield Hills Schools Office Personnel on June 14, 2006 and was approved by the Board of Education on July 13, 2006.

The parties have executed this Agreement by their duly-authorized representatives designated below.

BOARD OF EDUCATION



President

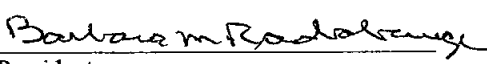


Secretary

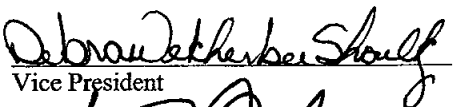


Superintendent

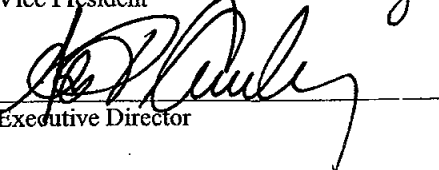
BLOOMFIELD HILLS OFFICE
PERSONNEL, MESPA



President



Vice President



Executive Director

APPENDIX

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



Group Enrollment & Coverage Agreement Part A – Terms & Conditions

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

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

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

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

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

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

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

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

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

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

Continued on reverse side

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

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED
List of Groups: 67201-664

Customer ID: 112357

Group Health Plan Name: _____

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

Signature of BCBSM Rep: _____

Signature of Agent: _____

Signature of Underwriter/Group Administration: _____

[Handwritten signatures]

Mail Code: B110

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

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

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

010106BCBSMA

Distribution:

Underwriting

Sales Office 1

Sales Office 2

Membership & Billing



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

BlueCard

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

Liability Calculation Method Per Claim

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

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

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

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

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

Return of Overpayments

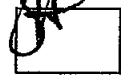
Under BlueCard, recoveries from a Host Plan or from participating providers of a Host Plan can arise in several ways, including but not limited, to anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host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



Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Group Exec Initials



PART B - GROUP INFORMATION

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

Group #	Suffix	Admin Contact	Phone	Billing Contact	Phone
BLOOMFIELD HILLS BOARD OF ED					
67201	664	SHELLY HOLLIDAY	+1 (248) 341-5432	SARAH DARE	+1 (248) 341-5431
Billing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303					

Workers Compensation Coverage

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

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

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

Primary Union Representation

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

Group #	Suffix	Previous BCBSM or BCN Coverage	Former Group #	Cancellation Date	Current Carrier
67201	664	No			
					Employer Contribution: 100.00%

Addition of Eligible Employees:

- A. To be eligible for coverage an employee must work a minimum of 30 hours per week.
- B. Eligible **Dependent** coverage will be effective on date of event, e.g., spouse, newborn, if written notification is received within 30 days thereof with billing prorated. If after 30 days, coverage will be effective at group's next annual reopening date.
- C. **Newly hired full-time, or part-time employees who become full-time** are to be effective 1st billing following the number of days specified below.
- D. Employees hired with an active BCBSM/BCN contract may transfer to this group without regard to above schedule (Item C, above).
- E. Exceptions:
 - Clerical - newly hired eligible staff working an average of 20 hours per week will be effective the first billing following a probationary period of 60 physical work days of employment.
 - Unaffiliated B Program Aids - newly hired eligible staff working an average of 25 hours per week will be effective the first billing following date of hire.
 - Classification to be marked on the enrollment form.

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

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

Group Enrollment & Coverage Agreement

PART B - GROUP INFORMATION con't (2)

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED		Customer ID: 112357
Group(s) Covered:	67201-664	
		Effective Date: November 1, 2006
Managing Agency Name: NOT APPLICABLE	M.A.Number: 00	
Agent Name: GARY M MIKLOSOVIC	Agency No.: 00098	BCBSM Agent ID No: 09333
Agent Address: 24175 NORTHWESTERN HWY STE 200, SOUTHFIELD, MI 480752532		Agent Phone: 2482231991



Group Enrollment & Coverage Agreement

Part C - Coverage Selection

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

Group(s) Covered: **67201-664**

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

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

Certificates/Riders

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

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

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

Certificates/Riders

Master Medical 65 Certificate

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

Certificates/Riders

Preferred Rx Plan Certificate

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

Certificates/Riders

Dental Options Group Benefit Dental Plan Certificate (DENOPT)
Schedule of Benefits - Dental (SCHEDULE)

CDC-DC	DO-PPO	PK015
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VISION Package: **Non-Standard Vision - Freestanding**

Certificates/Riders

Series A80

ASC930	FLVS-A
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SELECTED PACKAGES & OPTIONAL RIDERS

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

The Group agrees with all terms as stipulated in this Group Enrollment and Coverage Agreement (Parts A, B & C), on the Enrollment Change of Status Form, and in the specified Blue Cross Blue Shield of Michigan Health Care Certificate(s) and Rider(s). **Do not sign this agreement unless a benefit description is enclosed.**

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

Signature of BCBSM Rep: _____

Signature of Agent: _____

Signature of Underwriter/Group Administration: _____

Joseph Aug

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

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



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Group Enrollment & Coverage Agreement

Part C con't (2)

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

Group(s) Covered: 67201-664

Benefit Requested Date: November 1, 2006

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

Funded Account Program: Maintain Cancel - attach group letter

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

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

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

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

[Blue Cross Blue Shield of Michigan Use Only]

Business Type: Benefit Change

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

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

(Group Name, Group, Suffix Number(s) Bloomfield Hills Bd. of Education – Group #67201/664

Effective date of Coverage: 11/1/06

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

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

Dental Packages for Experience Rated and ASC Accounts:

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

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

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

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

Flexible Dental Plan – Dental Options Group Benefit Certificate

Instructions:		<input type="checkbox"/> Traditional Dental <input checked="" type="checkbox"/> Traditional Plus <input checked="" type="checkbox"/> Freestanding	<input type="checkbox"/> Community Dental <input type="checkbox"/> Freestanding
Enter Copay Amount for:	Class I Services:	0%	_____ Panel _____ Non Panel
	Class II Services:	0%	_____ Panel _____ Non Panel
	Class III Services:	30%	_____ Panel _____ Non Panel
	Class IV Services:	40%	_____ Panel _____ Non Panel
Enter Annual Maximum \$ Amount for Class I, II, III:		\$1,250	
Enter Lifetime Maximum \$ Amount for Class IV:		\$1,000	
Enter Deductible Amount for:	_____ Class I, II III	_____ Class II, III	_____ Class III
Enter Deductible Amount per contract year:	_____ Per Member	_____ Per Contract Year	
Deductible Credits Apply:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Move X-Rays to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Crowns to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Dentures to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Membership Riders	<input type="checkbox"/> CDC-FC	<input checked="" type="checkbox"/> CDC-DC	

Signature of Group Executive: _____

Signature of BCBSM Rep: _____

Signature of Agent: _____

Signature of Underwriter/Group Administration: _____

Date: _____

Date: 9-14-06

Date: 9/14/06

Date: _____

070102DNT

Distribution:

Underwriting

Sales Office 1

Sales Office 2

Membership & Billing

REFER TO THE FOLLOWING CHARTS FOR APPLICABLE MEMBER COPAYMENT AMOUNTS:

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

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

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

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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-664

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



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

List of Groups: 67201-664

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



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-864

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



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Benefit Descriptions

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

List of Groups: 67201-664

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



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Benefit Descriptions

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

List of Groups: 67201-664

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



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

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>DENTAL</u>		
Rider	CDC-DC	4693	Allows members to continue group dental coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met.
Continuation of Coverage for Dependent Children			
Certificate	DENOPT	4943	Provides coverage for preventive (Class I), restorative (Class II), construction (Class III), and Orthodontic (Class IV) dental services with copayments and annual benefit maximums indicated by the purchased riders.
Dental Options Group Benefit Dental Plan Certificate			
	DO-PPO (DOPPO)	5339	Adds a Preferred Provider Organization dental network.
Preferred Provider Organization			
	PK015 (DPK15)	PK15	MNDINQ: CLASS I PREVENTATIVE: NO COPAYMENT; INCLUDES REGULAR EXAMS, XRAYS, AND LAB TESTS, TREATMENT FOR PAIN RELIEF, CLEANING AND FLUORIDATION, AND CHILDREN'S SPACE MAINTAINERS. CLASS II RESTORATIVE: NO COPAYMENT; INCLUDES FILLINGS, ROOT CANALS, TREATMENT OF GUMS AND BONES, SURGICAL EXTRACTIONS, ADJUSTMENTS AND RELINING OF EXISTING DENTURES AND BRIDGES AND CROWNS, INLAYS, ONLAYS AND GENERAL ANESTHESIA. CLASS III PROSTODONTIC: 30% COPAYMENT; INCLUDES CONSTRUCTION AND INSTALLATION OF NEW DENTURES AND BRIDGES. MAXIMUM CLASS I, II AND III HAVE A YEARLY MAXIMUM OF \$1,250 PER BENEFIT MEMBER. LIMIT CLASS IV ORTHODONTIC SERVICES; INCLUDES BRACES; COVERS DEPENDENTS TO AGE19; 40% COPAYMENT APPLIES. LIFETIME ORTHODONTIC SERVICES LIFETIME MAXIMUM IS \$1,000 MAXIMUM PREFERRED PROVIDER ORGANIZATION NETWORK (DOPPO): - PANEL PROVIDER: THE PANEL PROVIDER IS PAID BCBSM'S APPROVED AMOUNT MINUS THE MEMBER'S DEDUCTIBLE AND COPAYMENT (IF APPLICABLE), FOR A COVERED SERVICE. - NON-PANEL; PROVIDER IN MICHIGAN: A NON-PANEL PROVIDER IN MICHIGAN AGREEING
CR RCRC30-1250 OS 40-1000			



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Benefit Descriptions

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

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
			<p>TO ACCEPT PAYMENT DIRECTLY FROM BCBSM IS PAID THE BCBSM APPROVED AMOUNT MINUS ANY DEDUCTIBLE OR COPAYMENT.</p> <p>NOTE: IF A NON-PANEL PROVIDER IN MICHIGAN DOES NOT ACCEPT PAYMENT DIRECTLY FROM BCBSM, THE APPROVED AMOUNT IS PAID DIRECTLY TO THE MEMBER, MINUS ANY REQUIRED DEDUCTIBLE AND COPAYMENT. THE MEMBER IS RESPONSIBLE FOR PAYING THE PROVIDER DIRECTLY. THE PROVIDER'S CHARGE MAY BE MORE THAN THE APPROVED AMOUNT. THE DIFFERENCE BETWEEN THE APPROVED AMOUNT AND THE PROVIDER'S CHARGE MAY BE THE MEMBER'S RESPONSIBILITY.</p> <p>- NON-PANEL PROVIDER OUTSIDE OF MICHIGAN: THE APPROVED AMOUNT IS PAID DIRECTLY TO THE MEMBER, MINUS ANY REQUIRED DEDUCTIBLE AND COPAYMENT. THE MEMBER IS RESPONSIBLE FOR PAYING THE PROVIDER DIRECTLY. IF THE PROVIDER'S CHARGE IS MORE THAN THE APPROVED AMOUNT, THE MEMBER MAY BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE APPROVED AMOUNT AND THE PROVIDER'S CHARGE.</p>

Certificate **SCHEDULE**
Schedule of Benefits - Dental



Blue Cross
Blue Shield
of Michigan

An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>VISION</u>		
Rider ASC Plan Mod 930	ASC930	6001	Bloomfield Hills Board of Education 67201-663
Rider Frequency Limitations for Vision Care Services	FLVS-A	7797	Changes frequency limitation for all covered services from once every 24 months to once every 12 months.
Certificate Series A80	VCA-80 (VCA80)	4770	Adds coverage for vision care benefits once every 24 months. Services received from participating providers are paid at 100% of the Blue Cross Blue Shield-approved amount, minus the following member copays: o Vision testing exams - \$5 copay o Frames and lenses or Contact lenses - \$7.50 copay

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Community BlueSM PPO

Benefits-at-a-Glance

Plan 1

Bloomfield Hills Bd. of Education

Group #67201/664

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In-Network

Out-of-Network

Preventive Care Services – *Payment for preventive services is unlimited per member per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

Mammography

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

Physician Office Services

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

Emergency Medical Care

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

Diagnostic Services

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

Maternity Services Provided by a Physician

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

Hospital Care

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

Alternatives to Hospital Care

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

In-Network

Out-of-Network

Surgical Services

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

Human Organ Transplants

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

Mental Health Care and Substance Abuse Treatment

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

Other Services

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

Deductible, Copays and Dollar Maximums

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

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

Additional Coverage

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

CB-1, CB-MHP, CB-MH20%, CB-PCM, \$10/\$15RX, MOPD, CI, PCD, PD-CM, Dental #PK015, VCA-80, ASC Plan Mod. 930, FLVS-A, FC, SD

8/14/06/bm

Traditional Plus Dental Coverage

Benefits-at-a-Glance

Bloomfield Hills Bd of Ed - #67201/664

Class I Services

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

Class II Services

Fillings - permanent teeth	Covered – 100%, once every 24 months
Fillings - primary teeth	Covered – 100%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 100%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 100%, three per calendar year
Root Canal Therapy	Covered – 100%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 100%, once every 24 months
Occlusal Adjustment	Covered – 100%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 100%, once every 12 months
General Anesthesia or IV Sedation	Covered – 100%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 100%
Relining or Rebasement of Partial or Dentures	Covered – 100%, once every 36 months per arch
Tissue Conditioning	Covered – 100%, once every 36 months per arch
Repairs to Existing Partial or Dentures	Covered – 100%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 100%

Class III Services

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

Class IV Services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Covered – 60%
Minor Tooth Guidance Appliances	Covered – 60%
Full-Banding Treatment	Covered – 60%
Monthly, Active Treatment Visits	Covered – 60%

Copays and Dollar Maximums

Copays	30% for class III services and 40% for class IV services
Dollar Maximums	
• Annual Maximum	\$1,250 per member for covered class I, II and III services
• Lifetime Maximum	\$1,000 per member for covered class IV services

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

Dental #DPK15

8/14/06/bm

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**Blue Vision Care (A80) Coverage
Benefits-at-a-Glance**

**Bloomfield Hills Bd. of Education
Group #67201/664**

**Participating
Provider**

**Nonparticipating
Provider**

Vision Testing Examination

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

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

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

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

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

Copays

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

Additional coverage

Rider FLVSA

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

ASC Plan Modification 930

FRAMES:

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

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

LENSES:

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

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Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$15 Brand Name Fixed Dollar Copay Benefits-at-a-Glance Bloomfield Hills Bd. of Education Group #67201/664

Network Pharmacy

Non-Network Pharmacy

Covered Services

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

Copays

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

Additional Coverage

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

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8/14/06/bm

APPENDIX D

FAMILY AND MEDICAL LEAVE ACT PROCEDURES

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

A. **Eligible Employees**

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

B. **Definition of 12 Month Period**

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

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

C. **Reasons for Leave**

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

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

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

D. **Definition of Serious Health Condition**

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

E. **Intermittent Leave or Reduced Leave Schedule**

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

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

F. Transfer to Temporary Alternative Jobs

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

G. Used of Accrued Leave Days

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

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

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

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

I. Certification of a Health Care Provider

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

J. Subsequent Recertification

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

K. Group Health Care Benefits

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

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

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

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

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

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

M. Spouse Employed by Bloomfield Hills Schools

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

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

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

N. Restoration to Position After Leave

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

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

The taking of a leave shall not result in the loss of any employment benefit accrued prior to the date on which leave commenced. However, the employee is not entitled to the accumulation of any seniority or employment benefits during any period of such leave, or to any right, benefit, or position of employment

other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave, except in accordance with the contract. Article VIII (Seniority), Section E, provides that employees on medical or maternity leaves of absence shall be able to accumulate up to one year of seniority.

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

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

O. Status and Intention of Employee To Return To Work

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

P. Highly Compensated Employees

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

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

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

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

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

1. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with or because of such inpatient care. A period of incapacity means an inability to work, attend school or perform other regular daily activities due to the serious health condition; treatment for or recovery from the serious health condition.
2. **Absence Plus Treatment by a Health Care Provider:** A serious health condition involving continuing treatment by a health care provider includes a period of incapacity of more than three (3) consecutive calendar days, including subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (a) **Treatment Two or More Times:** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider. Treatment includes examinations to determine if a serious health condition

exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

- (b) Continuing Treatment: by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
 - (c) Pregnancy/Prenatal Care: Any period of incapacity due to pregnancy or for prenatal care.
 - (d) Chronic Conditions Requiring Treatment: A chronic condition is one which: (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.)
 - (e) Permanent/Long Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include: Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - (f) Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or by a provider of health care services under orders of, or on referral by, a health care provider) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention of treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
3. Examples of Conditions that are not Serious Health Conditions: Cosmetic treatments and minor illnesses are not *serious health conditions*. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Procedure for Classification Review

1. A joint committee will be established, composed of up to three (3) representatives each, of the Board and the Union.
2. Any request for classification revision will be submitted to the personnel department between February 1 and March 1.
3. A request for reclassification may be made by the Board, the Union or an employee. The request may be for a higher or lower classification.
4. Each request will be submitted on a district-provided form to elicit the following information (a copy of the current form is attached, for informational purposes only, as Appendix E):
 - a. date, name, job title and current classification
 - b. job location
 - c. name of supervisor
 - d. requested classification
 - e. reasons for the request including, but not limited to: the addition or deletion of duties; a change in department, or supervisor; or any other reasons for the request.
5. The personnel department will forward copies of all requests to the Union president following the close to the application period.
6. The committee will establish a meeting date prior to April 30.
7. Consideration of the Request:
 - a. The applicant will be given an opportunity to present their request to the committee.
 - b. The committee will determine by a majority vote if a request will be granted. (A tie vote indicates the request is denied.) Votes will be conducted by secret ballot.
 - c. The decision of the committee will be rendered in writing to the personnel department with copies to the applicant and the union.
 - d. The decision of the committee will be final and non-grievable.
 - e. Any change in classification (with commensurate pay at the same step of the changed classification) will be implemented on July 1 with no retroactivity.
 - f. Unless otherwise determined by the Assistant Superintendent for Human Resources and Labor Relations (after prior discussion with the union president), no request involving the same job position will be considered in two (2) consecutive years.
 - g. Unless otherwise determined by the Assistant Superintendent for Human Resources and Labor Relations (after prior discussion with the union president), the committee will not consider or hear more than five (5) requests from the union/employee and five (5) requests from the administration

per year for a total of no more than ten (10). All requests will be considered on a first-come, first-serve basis. Timely requests not heard will be considered the first received for the next year.

8. The following positions will be automatically re-evaluated without counting toward the annual ten-position limit for reclassification:

- X Wing Lake secretary: if the position is reduced from 1.5 position to 1.0 position.
- X Operations secretary and maintenance secretaries A, B and C; when the positions are reduced from 4 to 3.

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