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Paraeducator Agreement

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August 1, 2005 through July 31, 2008

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ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 6th day of June 2006, by the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Paraeducators (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION

In accordance with the 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 terms and conditions of employment for the term of this Agreement for employees of the School Board included in the Bargaining Unit described below:

Paraeducator personnel in K-12 regular and special education, excluding supervisors, temporary substitute employees, special education center program staff, instructional assistants, interpreters of the hearing impaired and all other employees.

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) working 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. Carrying Out Investigation, Initiation and 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 have the approval of the Assistant Superintendent for Human Resources and Labor Relations and the building administrator and conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

ARTICLE 4 - UNION SECURITY AND 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 interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act: Act 379, of the Michigan Public Acts of 1965 as amended from time to time.

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives timely notice of such action to the Union; and,
- b. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

Any challenge by a paraeducator to this Article is not subject to the grievance procedure contained in Article 10, but must be referred to the Michigan Employment Relations Commission.

The Union agrees that in any action so defended it will indemnify and hold harmless the Board from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

B. Dues Deduction

Employees 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 (MEA) membership form.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Legal Obligations

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

B. Nondiscrimination

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

C. Personnel File

1. Review of File

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

2. Response to Adverse Inclusions

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 employee 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 employees;
2. To hire all employees 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. Notices posted shall not speak or suggest any adverse attitude or action toward anyone or the District.

B. Use of Facilities and Equipment

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

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. Seniority

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

B. Seniority List

1. The seniority list will include the 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 February and October of each fiscal year.

C. Probationary Period

1. The first 120 work days are probationary

The first 120 full work days of employment shall be probationary. During the first 60 full work days of employment, the employee shall have no temporary leave or other benefits, except holiday pay, per Article 17. 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 60 full work days

Leave days will be available upon the satisfactory completion of 60 full work days and may be used as provided in Article 15. Health, dental, vision, life insurance, short term disability (STD), and long term disability (LTD) will be effective for eligible probationary employees on the first day of the month after satisfactory completion of the 60 full work days.

3. Seniority Status

If the employee is continued in employment beyond the 120 day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee.

4. Union Representation

The Union shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged and such discharge shall not be grievable.

D. Loss of Seniority

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

- a. The employee is discharged and the discharge is not reversed through the grievance procedure.
- b. The employee is absent without notice or approval for three (3) consecutive working days.
- c. 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.
- d. The employee is laid off for a period of time exceeding one year.
- e. The employee does not return to work after a medical leave of absence or worker's compensation leave of absence within the time frame provided in Article 18(C)(2)(e) and 18(C)(4).

E. Seniority (Leaves of Absence)

Employees, while on approved compensable leave days (Article 15), short term disability (Article 18(C)(2)(d)), or child care (Article 16(B)) leaves of absences, shall accumulate seniority.

ARTICLE 9 - REDUCTION/RECALL/POSTING

- A. Least senior employee by category laid off first.

In the event of a reduction in staff, the least senior person, by category, will be removed and remaining staff will be reassigned as determined by the administration.

B. 14 days notice of lay-off

Staff to be laid off for an indefinite period of time will be given at least 14 calendar days notice of layoff. Copies of layoff notices will be sent to the local president.

1. Recall

For purposes of recall, the most senior person, by category, will be recalled first. Notice of recall shall be sent to the individual at the last known address as provided by the individual and as shown on the employer's record, by registered or certified mail. If an individual fails to accept recall to work within 14 calendar days from date of mailing of notice of recall, the individual shall be terminated.

C. Initiation of reduction in staff

Reduction in staff may be initiated by the staffing need of the program or building as determined solely by the administration. Paraeducators who are affected by a reduction in staff may displace the least senior person in their category.

1. Retention based upon qualifications and then seniority

Individuals will be retained based on qualifications and then seniority within their category. Assignment to another category may be initiated subject to approval of the Assistant Superintendent for Human Resources and Labor Relations.

2. If qualified, laid off staff placed prior to new hires

Except for situations where the individual does not meet the job requirements as determined by the Assistant Superintendent for Human Resources and Labor Relations, the paraeducators on layoff will be placed prior to hiring a new person.

3. Must meet standards and be capable of performing the work

Before an assignment is made, the individual must meet the standards and be capable of performing the work without a trial period. It is understood that "capable of performing" the work includes temperament, personality and ability to work with a particular administrator, or the public, or teachers and students in a harmonious relationship. It is also understood that meeting "the standards" includes meeting the qualifications of the No Child Left Behind Act (NCLB), Education YES and any amendments thereto.

4. Category definitions

Category definitions are defined per Appendix A.

D. Provide employer with change of address in writing

Individuals will not be excused for failure to report for work or recall if the individual fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

E. Posting of vacancies

1. During the week immediately before and immediately after the beginning of the school year, vacancies shall be posted at each paraeducator work site for a period of three (3) working days. Vacancies, at times other than the beginning of the school year, shall be posted at each paraeducator work site for a period of five (5) working days.
2. The administration is under no obligation to transfer paraeducators at any time other than the beginning of a school year.

F. Number of hours worked may vary

The number of hours a paraeducator is assigned to work may change (upward or downward) from year to year and during the school year.

ARTICLE 10 - 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 employee and immediate supervisor. At the option of the employee, representatives of the Union (2) may participate in the discussion at Step One. Other Employer representatives (2) 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 Two, 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 other party 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 or the Employer and the Union shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

b. If Parties 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 be final and binding upon the Employer, the Union, and the employee(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 any action in violation of the 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 employee, witness, or participant in the arbitration shall be paid by the party calling such employee, 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 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 employee 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 and any wage settlement will be reduced by income earned from other sources.

ARTICLE 11 - TRANSFER AND ASSIGNMENT

A. Transfer

Paraeducator staff may transfer from one building to another a maximum of once per year and said transfer may occur only at the opening of school and not later than the last Friday of September. All transfers are subject to the approval of the Assistant Superintendent for Human Resources and Labor Relations.

B. Assignment

An individual may assume a new assignment or increased hours within the same building during the school year subject to the approval of the Assistant Superintendent for Human Resources and Labor Relations.

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, BHAP's Executive Director, the Assistant Superintendent for Human Resources and Labor Relations and a second administrator.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Suspension

If an employee is discharged or suspended, the Board will promptly notify the local president or designee of such action.

Disciplinary actions will be for cause.

B. Discussion of Discharge or Suspension

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

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Union consider the discharge or suspension to be improper, a complaint shall be presented in writing. The matter shall be referred to Step Two of the grievance procedure.

ARTICLE 13 - SPECIAL CONFERENCES

A. "Special Conferences" are established

There shall be established under this Article a closed forum, hereinafter called "Special Conferences," for the purpose of improving Employer/Employee relationships. It is understood by the parties, however, that the Special Conferences are not to be construed or utilized as a grievance or "gripe" session. It is to be utilized solely as a constructive basis for important matters. It is not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Arrangements for 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 work day.

C. Union may meet prior to 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 14 - WORKING HOURS/WELCOME BACK DAY ACTIVITIES

A. Shift Hours

Shift hours will be determined by the Employer, and each shift will consist of up to eight (8) consecutive hours excluding a thirty-minute (30) unpaid lunch period.

B. Additional Days

Work beyond that normally scheduled may only be initiated with the prior approval of the building principal.

C. Overtime

Overtime will be paid at the rate of time and one-half for work over forty (40) hours per week. Overtime will be paid in compliance with the Fair Labor Standards Act.

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

D. Welcome Back Day Activities

If the employer schedules "Welcome Back Day" activities, an employee will be paid for attendance at Welcome Back Day activities in the building, provided the employee participates in such activities. In order to be paid for the Labor Day holiday (see Article 17), an employee must participate in all (not part) scheduled Welcome Back Day activities, from start to finish, including any activities or assignments directed or requested by his/her supervisor and professional development activities provided for employees on Welcome Back Day. Any employee who attends part but not all of the Welcome Back Day activities will not receive holiday pay for Labor Day.

ARTICLE 15 - 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

Each employee, upon satisfactory completion of sixty full work days 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 year shall be placed at the disposal of each employee who has completed the sixty full work days on July 1st and will be made available to the employee, on a pro rata basis, upon completion of the sixty work days. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred (100) days for ten-month employees.

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 a maximum of 100 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%

C. Use of Leave Days

Leave days may be used, in accordance with the following schedule and the Family and Medical Leave Act (FMLA) procedures outlined in Appendix E. For all absences the employee is required to notify the school administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be confined to the legitimate purposes specified as follows:

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 Human Resources Department 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 two (2) 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 (2) 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 employee'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. One 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.

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 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 Human Resources Department

The staff member, 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 personnel leave forms will then be forwarded to the employee. The employer and the physician must complete the required 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 18(C)(2)(d). 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 Office

Employees who are summoned for jury duty must notify the Human Resources Office 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 pay 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

To be eligible for jury duty pay, the employee must furnish the Human Resources office with written verification 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), WXYZ (CHANNEL 7) AND WDIV (CHANNEL 4) or through a program established by the administration, employees will be expected to report for work.

1. In the event of inability to reach work due to inclement weather, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed.
2. In the event a facility must be shut down and the individual has reported for work, the employee may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the employee may be reassigned to another facility.
3. An individual may charge up to a maximum of two (2) days against unused current leave days in the event time is missed due to circumstances as defined in H 1 and 2 above.

ARTICLE 16 - LEAVES OF ABSENCE (noncompensable)

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

B. Child Care Leave

1. Non-Paid Leave

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. Return from Leave

An individual desiring to return from leave shall notify the Executive Manager of Human Resources and Payroll, 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 individual is qualified.

3. Return from Leave Exceeding FMLA Eligibility Amount

If the leave exceeds the amount of leave an employee is eligible for under FMLA, the return to work is contingent upon a vacancy being available for which the individual is qualified. There shall be no layoff to provide a vacancy.

4. Adoption or Paternity

In accordance with this section, a twelve (12) month unpaid 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 employee 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 individual 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 individual will be offered employment in line with seniority as may be available, and which the individual is capable of doing.

A probationary employee who enters the Armed Forces and meets the foregoing requirement 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 for the conduct of union business. The use of these noncompensable days will be considered only when the 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 individual is qualified. Should no vacant position exist, the employee will be considered as unassigned staff until a vacancy occurs.

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.

3. An employee who is on a leave of absence, and doesn't return upon the expiration of the leave, will be considered a termination.

ARTICLE 17 - HOLIDAYS

A. Eligibility for Holiday Pay

A maximum of nine (9) paid holidays per year will be granted to each employee. 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 Superintendent or designee in advance, or is on a compensable leave as defined in Article 15 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. The following days will be celebrated as paid holidays:

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

When one of the enumerated holidays falls on a Saturday or Sunday, the employee will be provided an alternative paid leave day. The holiday work calendar will be determined by the employer.

*Pilot for 2006-07 and 2007-08: To receive pay for Labor Day, the employee must "work" on Welcome Back Day. "Work" means attending all scheduled Welcome Back Day activities, any building activities directed or requested by his/her supervisor and professional development activities provided for paraeducators on Welcome Back Day. Any employee who attends part but not all of the scheduled activities will not receive holiday pay for Labor Day. The Union will organize and be responsible for professional development activities for paraeducators on Welcome Back Day, subject to the approval of the Assistant Superintendent for Human Resources and Labor Relations. The Union will also be responsible for verifying the attendance of employees at the professional development activities. The Assistant Superintendent for Human Resources and Labor Relations will assist the Union in organizing the professional development activities.

If the employer does not schedule Welcome Back Day activities, employees will not receive pay for Labor Day unless the employee is requested to work and works the scheduled hours *immediately* previous to and following the holiday.

C. Employees not scheduled to work on the holiday

For employees who are not scheduled to work on the day of a designated holiday, the following shall occur:

1. Employees Scheduled Less than Five Days
Holiday pay for employees who are scheduled less than five days per week will be equal to their scheduled hours per day should the holiday fall on a day they are regularly scheduled to work.

2. Employees Not Normally Scheduled to Work on Day of Holiday
Employees who are not normally scheduled on the working day on which the holiday falls will receive a holiday pay equal to the total hours they are regularly scheduled per week divided by five.

D. Floating Holiday

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

1. The day may only be taken at a time when school is not in session.
2. If the day is not utilized by June 30, it will not be carried over to the next school year and will be forfeited.
3. New employees shall be eligible for the floating holiday on the July 1 immediately following employment in the bargaining unit.
4. 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 18 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations
The Board shall provide a cafeteria benefit plan (*Educated Choices*) that includes coverages and benefits defined in this Article for eligible employees. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive benefits.
2. Commencement and duration of coverage
Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

An employee will be eligible for insurance benefits upon satisfactory completion of sixty (60) full working days. The coverage for eligible employees shall be effective the first day of the month following completion of the sixty (60) full working days. Coverage shall remain in effect for the duration of this agreement as long as the paraeducator 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 disability compensation leave exceeding 1 year.

B. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The Employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that employees 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 employees to abide by this policy and shall assist the Board in its enforcement.

C. Cafeteria Benefit Plan - Educated Choices

The following benefits are considered as a fringe benefit for all bargaining unit members who are eligible for and select such benefits.

1. Coverage For Paraeducators Who Work Thirty (30) or More Hours Per Week

For each paraeducator who works thirty (30) hours or more per week, the Employer will pay the single subscriber* premium for the following medical/hospitalization, dental and vision coverage:

a. Medical/Hospitalization for Employees hired after February 3, 1998

1. Blue Care Network (HMO)

For employees hired after February 3, 1998, the Board will pay the premium for a single subscriber HMO (Blue Care Network) hospitalization and medical plan, BCN5, office visit co-pay of \$5, no annual deductible, with a prescription drug co-pay of \$5.00 for generic drugs and \$10.00 for brand name drugs through October 31, 2006. Effective November 1, 2006 the prescription drug co-pay will increase to \$10 for generic drugs and \$15 brand name drugs. For informational purposes only, a summary of the Blue Care Network coverages is attached as Appendix B; a summary of paraeducator benefits (hired after 2/3/98) is attached as Appendix C(1); and a medical comparison chart of PPO and HMO coverage is attached as Appendix D.

2. Board Contribution

The Board contribution is as follows:

- (a) 100% of the monthly premium for single subscriber HMO, or
- (b) 75% of the monthly premium for the two-person or full family HMO.

3. Purchase of PPO Coverage

Paraeducators may purchase Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage during the Educated Choices open enrollment period. (Note: Effective November 1, 2006, the PPO coverage will be Blue Cross/Blue Shield Community Blue Option 1.) The Board will provide funding for this option as follows:

- (a) Single Subscriber PPO – The Board will pay 100% of the HMO monthly premium; the employee will pay the difference in cost between the HMO monthly premium and the PPO monthly premium.
- (b) Two Person or Full Family PPO – The Board will pay 75% of the HMO monthly premium; the employee will pay the difference in cost between 75% of the HMO monthly premium and the PPO monthly premium.

- (c) Any additional cost will be deducted as a pre-tax payment within the Educated Choice benefits program in compliance with current IRS regulations.

4. Cash in Lieu of Health Insurance

The Board will provide a Cash in Lieu of Health insurance option each year for those individuals who are eligible for but do not elect the employer-provided hospital/medical insurance. This option will be in the amount of \$500 for single subscribers, \$600 for two persons and \$700 for full family. Effective November 1, 2006, this option will increase to \$600 for single subscriber, \$800 for 2 persons and \$1000 for full family subscribers.

b. Employees hired on or before February 3, 1998

1. PPO Medical/Hospitalization Coverage

For Employees hired before February 3, 1998, the Board will pay the premium for the following single* subscriber health insurance: Blue Cross/Blue Shield of Michigan, PPO (comparable to PSG-II Master Medical Option 1), prescription co-pay of \$10.00 and a master medical annual deductible of \$150 (individual)/- \$300 (family). Effective November 1, 2006, the Blue Cross/Blue Shield PPO coverage will be Community Blue Option 1 and the prescription co-pay will be \$10.00 for generic and \$15.00 for brand name drugs. For informational purposes only, a summary of the Blue Cross/Blue Shield coverages is located on Appendix B of this agreement, a summary of paraeducator benefits (those hired on or before 2/3/98) is attached as Appendix C(2).

2. Board Contribution

The Board Contribution will be as follows:

- (a) 55% of the cost of the premium for the family (two person or full family) PPO, or
- (b) 100% of the single subscriber HMO, or
- (c) 90% of the two person HMO, or
- (d) 85% of the full family HMO.

Employees may purchase two persons or full family PPO or HMO coverage by paying the difference in cost between the monthly premiums for the elected insurance coverage and the amount of Board co-payment as described above. Any additional cost will be deducted as a pre-tax payment in compliance with current IRS regulations.

3. Cash in Lieu of Health Insurance

The Board will provide a Cash in Lieu of Health insurance option each year for those employees who are eligible for but do not elect the employer-provided hospital/medical coverage. This option will be in the amount of \$500 for single subscriber, \$600 for two persons and \$700 for full family. Effective November 1, 2006, this option will increase to \$600

for single subscriber, \$800 for two person and \$1000 for full family subscribers.

c. Dental Care

Classes I, II, and III which includes preventive basic care and prosthetics, a dental plan of Class I - 90%, Class II - 75%, and Class III - 60%, with a maximum per person per year of \$1,000. The percentage of reimbursement for dental care will be in accordance with the coverage schedule provided by the carrier and outlined in the *Educated Choices Workbook*. Employees may purchase, with pre-tax dollars, two person or full family dental coverage through the Cafeteria Benefit Plan.

It is agreed and understood that the Board of Education reserves the right to change carriers or to self-insure.

d. Vision

The plan shall provide for services including an annual examination, lenses, with a \$35.00 cap on frames, premised on a co-pay program with established reasonable and customary fee limitations. Employees may purchase, with pre-tax dollars, two person or full family vision coverage through the Cafeteria Benefit Plan.

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

2. Coverage For Paraeducators Who Work Twenty-five (25) or More Hours Per Week

For each paraeducator who works twenty-five (25) hours or more per week, the Employer will pay the premium for the following: life insurance, short term disability coverage, and long term disability insurance.

- a. Life Insurance: The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each employee. The life insurance policy shall pay the employee's designated beneficiary the sum of \$30,000 upon death with a provision for double indemnity in the event of accidental death.
- b. Additional Life Insurance: Each staff member will have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period. (The ability to purchase additional life insurance with pre-tax dollars will remain in effect as long as the IRS permits such purchase).
- c. Dependent Life Insurance: Each staff member 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.

d. Short Term Disability

For each employee who has satisfactorily completed sixty (60) working days, the following short term disability (STD) coverage will be provided:

1. Benefit: For off-the-job sickness and accident, after all leave days have been used or ten (10) work days, whichever is later, the employee will be paid:
 - (a) Up to thirty (30) work days at 75% of the employee's current wages;
 - (b) Up to an additional 210 work days at 60% of the employee's current wages.
 - (c) 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.
 - (d) Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

e. Long-Term Disability

1. Benefit: Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the 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.
2. Offset: The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits or other such pensions.
3. Separation from Employment: On the date an employee commences long term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within one year of the date of the commencement of the long term disability leave, the employee will be given priority for placement in a vacant paraeducator position for which the employee is qualified. Seniority does not accrue during long term disability leave. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be

required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the district's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

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

3. Flexible Spending Account - Educated Choices

The option to enroll in a flexible spending account is available to every employee who is regularly scheduled to work 20 hours or more per week. In accordance with Internal Revenue Service regulations, any staff member who is eligible to receive 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

Eligible employees 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

Eligible employees 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*.

4. Worker's Disability Compensation (Available to all employees)

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 from Worker's Disability 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. No Eligibility for Short Term Disability: Should the employee continue to be off work beyond a period of 120 days, the employee shall not then be eligible for short-term disability benefits under Article 18. After the 120-day period, current and bank days may be used, per Article 15. No District supplement will be made after 120 days, as defined above.

d. Doctor Visits: Any employee 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.

e. Benefits Beyond One-Year: Any benefits beyond one year shall be payable only under the terms of Worker's Disability Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article 18.

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

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

ARTICLE 19 - HEALTH

To provide continuing health and safety protection for students and school personnel, employees 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.
3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE 20 - 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 wages, hours, terms and conditions of employment.

ARTICLE 21 - DEFINITIONS

A. Temporary Employees

Temporary employees (those hired for a period of sixty (60) working days) are not part of the bargaining unit and are not covered by any of the provisions of this Agreement. Any employee hired on a temporary basis, but who works more than sixty (60) consecutive working days, or who is hired within thirty (30) days and works a total of more than sixty (60) consecutive days, shall be considered to be a regular employee and shall be covered by the provisions of the Agreement.

B. Substitute Employees

Any temporary employee hired to substitute for a regular employee who is on a compensable sick leave shall be allowed to exceed the sixty (60) consecutive work day limit only as a replacement for the regular employee. This does not apply to temporary employees hired as additional temporary help.

ARTICLE 22 - MILEAGE

A. Employees 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 the 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 have been accumulated.

ARTICLE 23 - WAGES

A. Salary

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	8 yr. base	Longevity 8-10 yrs.	Longevity 11-15 yrs	Longevity 16+ yrs.
<u>2005-06</u>											
No degree	\$9.62	\$9.76	\$9.99	\$10.49	\$11.35	\$12.07	\$14.73	\$16.05	\$16.10	\$16.20	\$16.40
Assoc.	\$9.92	\$10.06	\$10.29	\$10.79	\$11.65	\$12.37	\$15.03	\$16.35	\$16.40	\$16.50	\$16.70
Bach.	\$10.07	\$10.21	\$10.44	\$10.94	\$11.80	\$12.52	\$15.18	\$16.50	\$16.55	\$16.65	\$16.85
<u>2006-07</u>											
No degree	\$9.82	\$9.97	\$10.20	\$10.71	\$11.59	\$12.32	\$15.04	\$16.39	\$16.44	\$16.54	\$16.74
Assoc.	\$10.12	\$10.27	\$10.50	\$11.01	\$11.89	\$12.62	\$15.34	\$16.69	\$16.74	\$16.84	\$17.04
Bach.	\$10.27	\$10.42	\$10.65	\$11.16	\$12.04	\$12.77	\$15.49	\$16.84	\$16.89	\$16.99	\$17.19
<u>2007-2008</u>											
No degree	\$10.03	\$10.18	\$10.41	\$10.93	\$11.84	\$12.58	\$15.36	\$16.73	\$16.78	\$16.88	\$17.08
Assoc.	\$10.33	\$10.48	\$10.71	\$11.23	\$12.14	\$12.88	\$15.66	\$17.03	\$17.08	\$17.18	\$17.38
Bach.	\$10.48	\$10.63	\$10.86	\$11.38	\$12.29	\$13.03	\$15.81	\$17.18	\$17.23	\$17.33	\$17.53

B. Longevity

Upon completion of the following consecutive years of service, employees will receive the following additional pay which will be added to the hourly rate defined above as 8 years. The longevity rate of pay has been included in the above rates of pay.

Amount in addition to the 8-year base rate

8 to 10 years of service	\$.05 per hour
11 to 15 years of service	\$.15 per hour
16 + years	\$.35 per hour

C. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. Up to three (3) years maximum credit for outside work experience may be given. In-district experience may be granted for up to five (5) years.

D. Additional Education Pay

For those individuals who have an Associate's Degree, or sixty semester hours with a C average or better, an additional \$.30/hour will be granted upon request. Such request shall be by submission of transcripts. Those individuals who hold a Bachelor's Degree from an accredited institution of higher learning will be eligible for an additional \$.45/hour upon request. Such request shall be made in writing to the Assistant Superintendent for Human Resources and Labor Relations and must be verified by submission of transcripts.

E. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those individuals required or approved to attend school providing course work is completed with a grade of "B" or better. Reimbursement is subject to the course work being directly related to the individual'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 two thousand dollars (\$2,000).

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.

F. Substitute Teaching

In the event a paraeducator is assigned to perform substitute teaching services during the course of the work day, the employee will be paid the permanent substitute hourly rate or the paraeducator hourly rate, whichever is higher. The decision to place the paraeducator in a substitute teaching position is that of the building administrator. This paragraph is not subject to the grievance procedure of Article 10.

ARTICLE 24 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the union and the employees 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 25 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2005, and shall continue in full force and effect until July 31, 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 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 July 31, 2009, which extension shall be subject to the reopening and extension provisions set forth herein

The parties reached a tentative Agreement on April 10, 2006. The Union ratified this agreement on May 2, 2006 and the Board of Education approved the agreement on May 23, 2006.

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

BLOOMFIELD HILLS
BOARD OF EDUCATION

By [Signature]
President

By Mary Ellen Miller
Secretary

By Thomas A. Gaynor
Superintendent

BLOOMFIELD HILLS
PARAEDUCATORS, MEA/NEA

By Barbara M. Rasabawa
President

By Donald W. Shultz
Vice President

By [Signature]
Executive Director

APPENDIX

1. APPENDIX AStaffing Categories
2. APPENDIX BGroup Enrollment & Coverage Agreements
3. APPENDIX CDescription of Health/Dental/Vision/Prescription Benefits
4. APPENDIX DFamily Medical Leave Act Procedures
5. APPENDIX EMemorandum of Understanding
6. APPENDIX F..... Letter of Understanding

APPENDIX A

The following categories are those established for all staffing as it concerns transfer, layoff and recall.

Category I - Elementary, Middle School and High School including kindergarten, regular education classroom, GERT, elementary media/science/computer, noon supervisor, office, computer, physical education, media center, bilingual, ESL, PAGES, farm, and community service.

Category II - Middle School and High School including parking lot, audio visual, hall monitor, school store, career center, study hall and attendance.

Category III - Elementary, Middle School and High School positions in the hearing impaired program.

Category IV - Special Education positions (Preschool, Elementary, Middle School and High School) - excluding positions in the Deaf & Hard of Hearing program.



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)

Group Name (Full Legal Name):
List of Groups: 67201-666

BLOOMFIELD HILLS BOARD OF ED

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 Signature]
[Handwritten Signature]

Mail Code: B11C

Date: _____

Date: 9-14-06

Date: 9/14/06

Date: _____



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

BlueCard

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

Liability Calculation Method Per Claim

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

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

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

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

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

Return of Overpayments

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

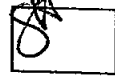


Blue Cross
Blue Shield
Blue Care Network
of Michigan

Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Group Exec Initials



PART B - GROUP INFORMATION

Group Size: 100 + Group Type: Self-Funded (ASC) Assoc/Chamber Indicator: No Effective Date: November 1, 2006
 Industry/Sponsoring Organization Name: Services Customer ID: 112357
 Leasing Company Acronym - Name:
 Group Name (Full Legal Name): BLOOMFIELD HILLS BOARD OF ED Phone: +1 (248) 341-5432
 Physical Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303 Fax: +1 (248) 341-5449
 Mailing Address: 4175 ANDOVER 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	666	SHELLY HOLLIDAY	+1 (248) 341-5432	SARAH DARE	+1 (248) 341-5431
Billing Address: 4175 ANDOVER 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	666	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: Para-Educators - newly hired eligible staff working an average of 30 hours per week will be effective the first billing following a probationary period of 60 physical work days of employment.

Extended Day Kindergarten - newly hired eligible staff working an average of 30 hours per week will be effective the first billing following their date of hire.

Classification to be marked on each 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

Independent licensees of the Blue Cross Blue Shield Association

Part C - Coverage Selection

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

Group(s) Covered: **67201-666**

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

PRESCRIP. DRUG

Package: **Non-Standard Drug**

Certificates/Riders

Preferred Rx Plan Certificate

MOPD PD-BC \$5 PD-CM PD-CR \$10

DENTAL

Package: **Non-Standard Dental - Freestanding**

Certificates/Riders

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

DDC-DC DO-PPO PK016

VISION

Package: **Non-Standard Vision - Freestanding**

Certificates/Riders

Series A80

ASC930 FLVS-A

SELECT 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:

[Handwritten Signatures]

Date: _____

Date: **9-14-06**

Date: **9/14/06**

Date: _____

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



Group Enrollment & Coverage Agreement

Independent licensees of the Blue Cross
Blue Shield Association

Part C con't (2)

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED	Customer ID: 112357
Group(s) Covered: 67201-666	
Benefit Requested Date: November 1, 2006	

Coordination of Benefits: COB1 - Pursue & Pay Aggressive **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 Board of Education - #67201/666

Effective date of Coverage: 11/1/00

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"/> Freestanding	<input type="checkbox"/> DO-25/50/1000	<input type="checkbox"/> DO-25/50/50/1000	
	<input type="checkbox"/> DO-25/50/1500	<input type="checkbox"/> DO-25/50/50/1000/OS	

Additional Plans: <i>Select One from Each Column</i>	Copay:	Annual Maximum:	Orthodontic:	Membership:
<input type="checkbox"/> Traditional	<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	

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: 10% Class II Services: 25% Class III Services: 40% Class IV Services:	_____ Panel _____ M'cn Panel _____ Panel _____ Non Panel _____ Panel _____ Ncn Panel _____ Panel _____ Non Panel
Enter Annual Maximum \$ Amount for Class I, II, III:	\$1000.00	
Enter Lifetime Maximum \$ Amount for Class IV:		
Enter Deductible Amount for:	_____ Class I, II, III	_____ Class II, III _____ Class III
Enter Deductible Amount per contract year:	_____ Per Member	_____ Per Contract Year
Deductible Credits Apply:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Move X-Rays to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Crowns to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Dentures to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services <input type="checkbox"/> Yes <input 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: 2/14/01

Date: 3/1/01

Date: _____

Date: _____

2-00DNT Distribution:

Underwriting

Sales Office 1

Sales Office 2

Membership & Billing



Blue Care Network

Blue Care Network of Michigan is a nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

GROUP ENROLLMENT AND COVERAGE AGREEMENT

between Blue Care Network of Michigan and

BLOOMFIELD HILLS BD OF ED PART A - GROUP LETTER OF AGREEMENT

Blue Care Network of Michigan (BCN) will provide health care coverage to eligible persons enrolled through the Group identified below subject to the terms of applicable certificates and riders ("Certificates and Riders"), BCN's administrative and underwriting requirements, the Group Administrative Manual (Manual), a copy of which the Group acknowledges receiving, and the following terms and conditions of this Group Enrollment & Coverage Agreement (Agreement):

- 1. Effective Date. This Agreement will become effective on the date established by BCN... 2. Group as Agent. For all purposes of this Agreement... 3. Premiums. The Group must prepay all premiums... 4. Eligibility. Individuals who may be eligible for enrollment... 5. Enrollment Requirements. The Group will offer the coverage... 6. Eligibility Information. The Group agrees to provide timely... 7. Enrollment Applications. BCN will not accept Member... 8. Claims Dispute Procedures. A Member who disagrees... 9. Group Conversion. Michigan law (2000 PA 252) requires...

Continued on Reverse Side.

The Group agrees with all the terms and conditions as stipulated in this Agreement (which includes Parts B, C and Exhibit 1), and in the specified Blue Care Network of Michigan Certificates(s) and Rider(s). Do not sign this Agreement unless a benefit description is enclosed.

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

Group ID: 00112357

List of Sub Groups: 0001-0001 0001-0015 0001-0016

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

Signature of BCN Rep:

Signature of Agent:

Signature of Underwriter/Group Administration:

Handwritten signatures of Group Executive, BCN Rep, and Agent.

Mail Code: B110

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

10. **Open Enrollment.** At least once a year, BCN will have reasonable access to eligible subscribers and members of the Group for purposes of open enrollment. Persons joining the Group between periodic open enrollment periods may enroll in BCN coverage at the time they meet eligibility requirements.
11. **ERISA Fiduciaries.** If the Group's health care plan is subject to ERISA, the Group, or its designee (other than BCN), shall be the Plan Administrator of the Group's health care plan 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 BCN as "claims administrator" and retains all other responsibilities and duties under ERISA not specifically delegated to BCN. BCN 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 administrator, BCN 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 BCN 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 appeals.
12. **HIPAA Privacy Notices; Certification of Creditable Coverage.** BCN will prepare Notices of Privacy Practices appropriate for the Group under 45 C.F.R. Parts 160 and 164 ("Privacy Standards"), specifically 45 C.F.R. § 164.520. The Group represents and warrants that it does not create or receive Protected Health Information, as that term is defined in 45 C.F.R. § 164.501, and is not entitled to receive any Protected Health Information from BCN, 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 BCN. The Group will cooperate with BCN in the preparation of Notices of Privacy Practices and shall not prepare any such notices independently.

BCN will distribute the appropriate Notice of Privacy Practices to each Member for the reasons and within the time periods as required by the Privacy Standards. BCN may distribute the Group's Notices of Privacy Practices by electronic mail to Members who have agreed to receive electronic notification and have not revoked that agreement. If BCN maintains a web site that provides information about customer service or benefits for the Group's Members, BCN will prominently post and make available electronically the Group's Notices of Privacy Practices on that web site. BCN will neither use nor disclose Members' Protected Health Information in any manner inconsistent with the content of the Group's then current Notices of Privacy Practices.

Unless the Group otherwise notifies BCN in writing, BCN will assume all responsibility for issuing automatic certificates of creditable coverage to terminated Members as required by the HIPAA and regulations, and further agrees to respond to any requests for such certificates and related inquiries. The Group will be responsible for notifying BCN 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.
13. **Licensee Status of BCN.** This Agreement is between the Group and BCN, 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, BCN 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 BCN 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 BCBSA. If BCBSA revises the disclosure in Exhibit 1, BCN 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 or a Member file suit before exhausting the internal BCN-administered steps of the applicable grievance procedure referenced in Section 8. However, exercising any rights under 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. BCN may also terminate this Agreement as described in Section 3 above and at any time the Group fails to meet BCN underwriting requirements.
17. **Assignment and Waiver.** Neither party may assign this Agreement without the written permission of the other party. The Group will immediately notify BCN in writing of any Change in Control or any change in the Group's name, identity, or legal organizational structure, and of any change in, or addition to, a location of the Group's place of business. 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. 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.
18. **Exclusions.** Notwithstanding anything contained in this Agreement, BCN 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 BCN harmless against any loss, claims, actions, and damages, including costs and reasonable attorneys' fees, that may arise from any coverage not so provided by BCN.
19. **Entire Agreement.** This Agreement (including Parts B, C, and Exhibit 1) together with any attachments is the entire agreement between BCN 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.

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

GROUP ENROLLMENT & COVERAGE AGREEMENT
PART A - Group Letter of Agreement
Blue Care Network of Michigan
Exhibit 1

BlueCard

Like all Blue Cross and Blue Shield Licensees, Blue Care Network of Michigan ("BCN") participates in a program called "BlueCard." Whenever Members access covered health care services outside the geographic area BCN serves, the claim for those services may be processed through BlueCard and presented to BCN 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"), BCN will remain responsible to the Group for fulfilling BCN'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 interactions 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 BCN serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCN 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 BCN on a claim for covered health care services processed through BlueCard may represent:

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

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

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

Return of Overpayments

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



Blue Cross
Blue Shield
Blue Care Network
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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: Book - Non-Standard Assoc/Chamber Indicator: No Effective Date: November 1, 2006
 Industry/Sponsoring Organization Name: Services Group ID: 00112357
 Leasing Company Acronym - Name:
 Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED Phone: +1 (248) 341-5431
 Physical Address: 4175 ANDOVER RD, BLOOMFIELD HILLS, MI 48302 Fax: +1 (248) 341-5449
 Mailing Address: 4175 ANDOVER RD PO BOX 816, BLOOMFIELD HILLS, MI 48303 Federal Employer ID: 386003046
 County Name: OAKLAND Type of Business: Elementary and secondary schools
 Name of Owner: Mr. STEVEN GAYNOR Phone: +1 (248) 341-5405

Sub Group Class ID	Admin Contact	Phone	Billing Contact	Phone
XXXX 000X	BLOOMFIELD HILLS BOARD OF ED SHELLY HOLLIDAY	+1 (248) 341-5432	SARAH DARE	+1 (248) 341-5431
Billing Address: 4175 ANDOVER RD. P.O BOX 816, BLOOMFIELD HILLS, MI 48303				

Workers Compensation Coverage

Status	Expiration Date	Policy #	Carrier
In Force		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					
Sub Group ID/ Class ID	Union Name	Employees No.	Local #	Exp Date	Local Representative Name

Sub Group ID	Class ID	Previous BCBSM or BCN Coverage	Former Group #	Cancellation Date	Current Carrier
XXXX 0001-0015 0001-0016	XXXX	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:
 - 0001-0015 Instructional Assistants - newly hire eligible staff working an average of 30 hours per week will be effective the first of the month after satisfactory completion of 60 work days probation.
 - 0001-0016 Para-Educators - newly hired eligible staff working an average of 30 hours per week will be effective the first billing following a probationary period of 60 physical work days of employment.
 - 0001-0016 Extended Day Kindergarten - newly hired eligible staff working an average of 30 hours per week will be effective the first billing following their date of hire.

Classification to be marked on each 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		Group ID: 112357
Sub Group(s) XXXXXX 0001-0015		
Covered: 0001-0016		
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



Blue Care Network

Blue Care Network of Michigan is a nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Group Enrollment & Coverage Agreement

Blue Care Network Region: SOUTHEAST MICHIGAN

Part C

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

Sub Group(s) Covered: ~~0001-0001~~ 0001-0015
0001-0016

Blue Care Network Certificate/Rider Options Benefit Requested Date: November 1, 2006

MEDICAL/SURG.

Package: Non-Standard HMO Med/Surg

Certificates

BCN 5

Riders

SN120 DC SD

PRESCRIP. DRUG

Package: Non-Standard HMO Rx Pkg

Certificates

Riders PD10/15NSC

SELECTED PACKAGES & OPTIONAL RIDERS

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

Family Continuation Coverage terminates at the end of the year when the child reached age: [] 19 [] 23 25 [] Other

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

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

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

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

Business Type: Benefit Change

Effective Date: November 1, 2006	Sales Office Code: 111	SIC Code: 8211
Billing Cycle Date: 01	Mail Code: B110	County Code: 063
Rate Renewal Date: November 1, 2006	Territory Code: WE	Is this group BluesCONNECT: [] Yes [] No
BCBSM Inventory Date: November 1, 2006	Control Code: WE	
BCN Inventory Date: November 1, 2006		

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

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

Signature of BCBSM Rep:

Signature of Agent:

Signature of Underwriter:

[Handwritten Signature]

[Handwritten Signature]

Date:

Date: 9-14-06

Date: 9/14/06

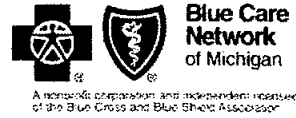
Date: _____

062904BCNC Distribution:

Underwriting

Sales Office 1

Sales Office 2



Blue Care Network of Michigan
Benefits-at-a-Glance for: Bloomfield Hills Bd of Education
BCN5, SN120, PD1015DC, MOPD1x, DC, SD Group #00112357 – 0015 & 016

This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Care Network of Michigan certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Preventive Services

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

Mammography

Mammography Screening	Covered – Office visit copay may apply per member, per visit
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Physician Office Services

Office Visits	Covered – \$5 copay
Consulting Specialist Care – when referred	Covered – \$5 copay

Emergency Medical Care

Hospital Emergency Room – copay waived when admitted; applicable hospital copay will apply	Covered – \$25 copay
Urgent Care Center	Covered – \$10 copay
Ambulance Services – medically necessary	Covered – 100%, ground and air services

Diagnostic Services

Laboratory and Pathology Tests	Covered - Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Covered - Office visit copay may apply per member, per visit
Radiation Therapy	Covered - Office visit copay may apply per member, per visit

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – \$5 copay
Delivery and Nursery Care	Covered – 100%

Hospital Care

Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%
Outpatient Surgery – see member certificate for specific outpatient surgery copay	Covered – 100%

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%, up to 120 days per calendar year
Hospice Care	Covered - 100% in a facility, \$5/home visit
Home Health Care	Covered – \$5 copay

Surgical Services

Surgery – includes all related surgical services and anesthesia – see member certificate for specific surgical copays.	Covered – 100%
Voluntary Sterilization	Covered - 50% on all associated costs
Human Organ Transplants	Covered – 100%, subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 100%, up to 30 days per calendar year Substance Abuse Care: Covered – 50%, one program per 12 month period
Outpatient Mental Health Care	Covered – 50%, up to 20 visits per calendar year
Outpatient Substance Abuse Care	Covered – 50%, up to 20 visits per calendar year

Other Services

Allergy Testing and Therapy	Covered – 50%, \$5 copay for allergy injections
Chiropractic Spinal Manipulation – when referred	Covered – \$5 copay
Outpatient Physical, Speech and Occupational Therapy	Covered – \$5 copay, 60 consecutive days/episode
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	Covered – 50% on all associated costs
Durable Medical Equipment	Covered – 50%
Prosthetic and Orthotic Appliances	Covered – 50%
Prescription Drugs	\$5 copay with Contraceptives
Mail Order Prescription Drugs	Mail Order up to a 90 day supply
Prescription Drug Deductible	None

Deductible, Copays and Dollar Maximums

Deductible	None
Copays	
• Fixed Dollar Copay	\$5 for allergy injections, \$5 office visits, \$10 for urgent care visits , \$25 for emergency room visits, , and \$5 for referral physician visit
• Percent Copay	50% for selected services as noted above
Copay Dollar Maximums	
• Fixed Dollar Copay	None
• Percent Copay	None
Dollar Maximums	None

Blue Care Network Rx Prescription Drug Coverage \$10/\$15 Copay with Contraceptive Coverage and Mail Order at the Applicable Copay Benefits-at-a-Glance

This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Covered Services

Formulary Drug – Generic	Covered – \$10 copay
Formulary Drug – Brand Name	Covered – \$15 copay
Formulary Brand Name when Generic is available	Covered – Difference in cost between brand name drug and generic drug plus \$15
Non-Formulary Drugs	Not covered
Sexual Dysfunction Drugs	Covered – 50% copay
Mail Order Prescription Drugs	Covered – Applicable generic or brand name copay

Definitions

BCN Formulary	A list of all prescription drugs which have been approved for use by BCN and which shall be dispensed through participating pharmacies to members.
Brand Name Drugs	Prescription drugs which are manufactured and marketed under a registered trade name or trademark.
Covered Drugs	Prescription drugs (Generic, Brand Name, Compounded Medication, or Health Habit) which are prescribed by a BCN affiliated provider and obtained through a participating pharmacy. Certain covered drugs are a benefit only if a BCN affiliated provider certifies to BCN and BCN agrees that the covered drug in question is medically necessary. Those drugs are not payable without preauthorization by BCN.
Generic Drugs	Prescription drugs which have been determined by the FDA to be bioequivalent to Brand Name Drugs and are not manufactured or marketed under a registered trade name or trademark.
Mail Order Prescription Drugs	Up to a 90-day supply of covered drugs
Participating Pharmacy	A network of licensed pharmacies selected by or authorized by BCN

1015DC, MOPD1X



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-666

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



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-666

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: 67201-666

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: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u> <u>MASTER/MEDICAL</u>			
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.
Master Medical 65 Certificate			
Rider	MM65AL	1013	Excludes reimbursement of any member liability or copays required under the member's basic certificate.
Additional Limitations			
Rider	MMC-PD	4786	Excludes coverage for prescription drugs under Master Medical certificate.
Prescription Drugs			



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Benefit Descriptions

Printed on 09/14/2006

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>PRESCRIP. DRUG</u>		
	MOPD	3948	
Mail Order Prescription Drugs			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.
Rider	PD-BC \$5 (PD-BC\$5)	5164	
Prescription Drug Brand Name Copay Requirement			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.
Rider	PD-CM	5138	
Contraceptive Medications			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.
Rider	PD-CR \$10 (PD-CR\$10)	3509	
Prescription Drug Copay Requirement			Establishes copay requirement for the Preferred or Traditional Rx Plan certificate. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Certificate	PDRX	3607	
Preferred Rx Plan Certificate			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.



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-886

Classification	Certificate/Rider	Number	Benefit Description
Line of Business DENTAL			
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			
	PK016 (DPK16)	PK16	MNDINQ: CLASS I PREVENTATIVE: 10% COPAYMENT; INCLUDES REGULAR EXAMS, XRAYS, AND LAB TESTS, TREATMENT FOR PAIN RELIEF, CLEANING AND FLUORIDATION, AND CHILDREN'S SPACE MAINTAINERS. CLASS II RESTORATIVE: 25% 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: 40% COPAYMENT; INCLUDES CONSTRUCTION AND INSTALLATION OF NEW DENTURES AND BRIDGES. MAXIMUM CLASS I, II AND III HAVE A YEARLY MAXIMUM OF \$1,000 PER BENEFIT MEMBER. LIMIT CLASS IV ORTHODONTIC SERVICES: NOT A COVERED SERVICE OF THIS DENTAL PROGRAM. 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 TO ACCEPT PAYMENT DIRECTLY FROM BCBSM IS PAID THE BCBSM APPROVED AMOUNT MINUS ANY DEDUCTIBLE OR COPAYMENT.
CR 102540-1000			



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Benefit Descriptions

Printed on 09/14/2006

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
			<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



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Benefit Descriptions

Printed on 09/14/2006

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

List of Groups: 67201-666

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

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed to the laws of the State of Michigan.



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Community BlueSM PPO
Benefits-at-a-Glance
Plan 1

Bloomfield Hills Bd. of Education
Group #67201/666

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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% One per calendar year, no age restrictions	Covered – 80% after deductible
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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% Includes care provided by a certified nurse midwife	Covered – 80% after deductible
Delivery and Nursery Care	Covered – 100% Includes delivery provided by a certified nurse midwife	Covered – 80% after deductible

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	Covered – 50%	Covered – 50%
• Facility and Clinic	Covered – 50%	Covered – 50%
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
Up to the state-dollar amount which is adjusted annually		

Other Services

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

Deductible, Copays and Dollar Maximums

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

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

Additional Coverage

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

CB-1, CB-MHP, CB-MH20%, CB-PCM, \$10/\$15RX, MOPD, CI, PCD, PD-CM, Dental #PK016, VCA-80, ASC Plan Mod. 930, FLVS-A, DC, SD

8/14/06/bm

Traditional Plus Dental Coverage Benefits-at-a-Glance

Bloomfield Hills Bd of Ed - #67201/666

Class I Services

Oral Exams	Covered – 90%, twice per calendar year
Bitewing X-rays	Covered – 90%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 90%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 90%, twice per calendar year
Fluoride Treatment	Covered – 90%, twice per calendar year
Space Maintainers	Covered – 90%, once per quadrant per lifetime, up to age 19

Class II Services

Fillings - permanent teeth	Covered – 75%, once every 24 months
Fillings - primary teeth	Covered – 75%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%, three per calendar year
Root Canal Therapy	Covered – 75%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 75%, once every 24 months
Occlusal Adjustment	Covered – 75%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 100%, once every 12 months
General Anesthesia or IV Sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebasement of Partial or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partial or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

Class III Services

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

Class IV Services – Orthodontic services for dependents under age 19

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

Copays and Dollar Maximums

Copays	10% for class I, 25% for class II and 40% for class III services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	N/A

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 #DPK16

8/14/06/bm

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

**Bloomfield Hills Bd. of Education
Group #67201/666**

**Participating
Provider**

**Nonparticipating
Provider**

Vision Testing Examination

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

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

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

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

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

Copays

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

Additional coverage

Rider 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.

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 6 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 Human Resources 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

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.

APPENDIX E

MEMORANDUM OF UNDERSTANDING
regarding the
Negotiation of an Evaluation Instrument

Bloomfield Hills Schools (the "Board") and the Bloomfield Hills Association of Paraeducators (the "Union") agree that the parties will reopen the contract and negotiate the development of an evaluation instrument. Negotiations will be initiated within thirty (30) days of receipt of a written request from the Board to the Union that it is requesting bargaining to commence.

For the Board

For the Bloomfield Hills Association of
Paraeducators

Date

Date

APPENDIX F

LETTER OF UNDERSTANDING
REGARDING THE ESTABLISHMENT OF THE
PARA-EDUCATOR PROFESSIONAL DEVELOPMENT PROGRAM (NEW)

This Letter of Understanding is entered into on this _____ day of _____, 2006 by and between the Bloomfield Hills Association of Para-educators and the Bloomfield Hills Schools.

WHEREAS, the parties have inaugurated a pilot Professional Development Program to provide professional development opportunities to the para-educators employed by the district; and

WHEREAS, the parties have agreed to the following procedures to be followed for the implementation of the pilot program offering professional development during the term of the 2005/2006 – 2007/2008 Collective Bargaining Agreement;

NOW THEREFORE, the parties agree as follows:

1. The district shall provide a pilot program of professional development opportunities for para-educators for the 2006/2007 and 2007/2008 school years.
2. The program will expire on June 30, 2008, unless both parties agree to extend the program beyond that date.
3. The parties will establish a professional development calendar. A minimum of six (6) hours of professional development will be provided. Para-educators attending professional development will be paid at their regular hourly rate.
4. The Association will establish a committee to select topics for a professional development program for submission to the Assistant Superintendent for Human Resources and Labor Relations for approval. The administration may propose subjects to the committee and may send one or more representatives to meet with the committee. The professional development program will be submitted to the Assistant Superintendent for Human Resources and Labor Relations for approval.
5. Professional development opportunities may include:
 - A) Participation in all professional development provided to the teaching staff regarding the implementation of new, revised or updated curriculum or technologies in the district.
 - B) Student management
 - C) Special Education
 - D) Such further issues found appropriate by the parties.

For the Board

For the Bloomfield Hills Association of
Paraeducators

Date

Date

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