Bloomfield Hills Schools

AGREEMENT BETWEEN

Bloomfield Hills Schools Board of Education

AND

Bloomfield Hills Association of Early Childhood Educators

November 18, 2022
through
June 30, 2025

Patrick Watson, Superintendent
7273 Wing Lake Road, Bloomfield Hills, Michigan 48301

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ARTICLE 1 – PREAMBLE

This Agreement is entered into on the 17th of November, 2022 by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan, the "Board or Employer," and the Bloomfield Hills Association of Early Childhood Educators BHAECE ("the Association").

ARTICLE 2 – RECOGNITION

Pursuant to the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board recognizes the Association 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 staff members of the School Board included in the Bargaining Unit as delineated: preschool, infant, and toddler teachers as well as Great Start Readiness Program teachers. The bargaining unit does not include supervisors, temporary substitute staff, latchkey teachers, assistants, aides, Bowers and Nature Center early childhood program staff, or paraprofessionals.

The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined. The Board agrees not to negotiate with any early childhood education organizations other than the Association for the duration of this Agreement.

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

Substantive alterations in the working and employment conditions of any teacher in the bargaining unit will be negotiated with the Association prior to adoption or implementation by the Board.

ARTICLE 3 – REPRESENTATION AND MEMBERSHIP

A. Officer Notification
The Association will furnish the Employer with lists of its representatives who have dealings between the Employer and said Association.

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

C. Non-Compulsory
Membership in the Association is not compulsory. Recognized employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall coerce or discriminate against an employee in regard to membership in the Association.

ARTICLE 4 - 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 5 - EMPLOYEE RIGHTS

A. Legal Obligations

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

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. Seniority

Seniority shall be defined as the total years of employment within the bargaining unit from the most recent date of hire. Seniority will exclude all periods when an employee is on unpaid leaves of absence (e.g., long-term disability, childcare leave, educational leave).

D. Complaints by Parent

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. If a formal complaint is filed against a teacher with an administrator or a teacher is sued as a result of action taken by the teacher relating to their normal scope of duties, which the Board determines was in accordance with and within the scope of the teacher's duties, authority and Board policy, the Board will provide legal counsel for the teacher with respect to such complaint or lawsuit.

E. 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 comply 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 – ASSOCIATION RIGHTS

A. Bulletin Boards and School Mail

Bulletin Board space and mail facilities in each building, including mailboxes, 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. In response to reasonable requests, the District also agrees to furnish information that will assist the Association in developing programs on behalf of the employees and information which may be necessary for the Association to process any grievance. 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.

D. Curriculum and Policy

The Board shall consult with the Association on any new or major revisions of educational policy, curriculum, or material adoptions which are under consideration. The Association shall be given opportunity to advise the District with respect to said matters prior to their adoption and/or general publication.

E. Association Days

There shall be four (4) fully paid Association days per year for the duration of this contract to be used for Association business.

ARTICLE 7 - WORKING HOURS AND ASSIGNMENT

A. Daily Work Schedule

The daily schedule shall be no longer than an 8.5 hour day which shall include unpaid, duty-free one-half hour lunch periods and may include before or aftercare. The workday shall be continuous except as provided for elsewhere in this Agreement.

All teachers are eligible to work two optional work days designated by the supervisor. Workdays shall be determined by the start of the school year and be based on the district school calendar and budget constraints.

Teachers' first day of work will be one week prior to the start of the school year for students. Teachers will work two days beyond the end of the students' school year.

B. Planning Time

Teachers shall be provided a minimum average of ninety (90) total minutes of preparation time per full school day (6 hours of instruction), with a minimum of a continuous 15 minutes for each planning period and no more than 3 blocks of time per day.

With approval from the supervisor, teachers may elect to take this prep time greater than 15-minutes either before the student school day or after provided they are not concurrently assigned to before or aftercare. A teacher's day cannot start at the student start time or end at the student dismissal time. Planning time must be on site and within operational hours of the program.

If the program supervisor permits a teacher to arrive late (beginning of the day) or leave during planning time (end of day), the planning time will not be made up.

C. School Functions

Teachers shall attend up to nine (9) evening events per school year. Teachers will be paid for the entirety of the event plus at least ten (10) minutes before and at least five (5) minutes after each event. Any additional approved time for setup or cleanup shall be compensated at the regular rate.

A teacher may request to be excused from a school function at the discretion of the program supervisor. The teachers recognize that these functions are an important aspect of their job and will make it a priority to attend.

D. Extended Day Provisions

Teachers who provide before care and/or aftercare services will be paid at their normal rate for the actual hours worked.

The Program Supervisor will survey the teachers prior to the end of the school year to offer the opportunity for teachers to request to work morning or after care. The Program Supervisor shall to the best extent possible honor teachers' request regarding the extended day.

E. Notification of Assurance of Employment

Teachers shall be notified of their tentative assignments four weeks prior to the start of the school year.

F. Transfer Request

Teachers may request a transfer to a new location / level at the end of the school year for the succeeding school year or if a position were to become available during the school year. The request must be in writing and within five (5) workdays from the time the position is posted. Teachers shall be notified when the posting occurs. Transfers are at the discretion of the supervisor.

G. Parent Teacher Conferences

All teachers shall conduct parent teacher conferences; two evening conferences in the fall and two evening assessment conferences in the spring. Teachers with less than twelve students will only be assigned one evening in the fall and one evening in the spring. Great Start Readiness Programs are required to conduct three parent teacher conferences. GSRP teachers will use the two evenings and the remainder of conferences will be conducted on the following Friday. Teachers shall be compensated their hourly rate or compensatory time if they work outside of their regular work schedule.

H. Staff Meetings

If scheduled, each teacher shall attend monthly staff meetings. Meetings shall be determined at the start of the school year and a meeting schedule shall be provided to the teachers. It is the teacher's responsibility to obtain information provided at staff meetings when they are unable to attend. Teachers shall be paid their regular rate to attend staff meetings.

I. Staff Training and Professional Development

The District shall provide professional development each school year during the workday, when possible. If offered and attended outside of the normal workday, the teacher shall be paid at their regular rate.

1) Teachers shall complete a minimum of twenty-four (24) clock hours of annual training on topics including but not limited to child development curriculum, child discipline, health/safety, nutrition, working with parents, bloodborne pathogens and licensing rules for childcare centers. Two hours of CPR and First Aid training shall count as part of the required twenty-four (24) clock hour.

2) New Staff: Before Working with Children
New teachers shall complete all state required training within ninety (90) days of being hired and before working with children unsupervised. At orientation, new teachers shall complete bloodborne pathogens training, safe sleep and shaken baby training and concussion training prior to working with children.

3) Experienced Staff: Annual PD
All teachers shall complete the required training for licensed child care providers on an annual basis.

Teachers shall maintain a current certification in infant, child, and adult cardiopulmonary resuscitation (CPR) (1 year) and first aid (2 years).

Teachers shall complete annual training in safe sleep and shaken baby syndrome (1 year).

All staff shall keep track of their professional development training through the District-provided portal and in accordance with any other required licensing regulations. Professional development training completed outside of Bloomin' Preschool offerings require prior approval by the program supervisor, proof of registration and proof of attendance upon completion. All professional development shall be completed by May 31~~st~~ unless prior arrangements have been made with the program supervisor.

J. Program Start and End Times
Any significant modification to the start or end times of the program that is greater than 30 minutes must have the approval of both the supervisor and Association.

ARTICLE 8 - TEACHING CONDITIONS AND RESPONSIBILITIES

A. Class Size
The class size maximums shall not exceed those published by LARA. Great Start Readiness Programs will follow class size maximums in accordance with its rules.

B. School Supplies and Materials
The Board shall reasonably provide equipment and supplies for every class so as to maintain a high level of instruction. Teachers are responsible for maintaining an inventory of educational classroom supplies purchased by the District.
When the budget allows, teachers shall be provided with a Purchasing Card in the following allotments:

- 10-14 students $50
- 15-18 students $75
- 19+ students $100

C. Student Attendance
Preschool teachers are responsible for taking daily attendance.

D. Student Assessments

Teachers shall complete two student assessments, one in the fall and one in the spring. The Program Supervisor will schedule two half days, one in the fall and one in the spring, to be designated as student assessment work days for teachers to enter assessment notes. Teachers who have between thirteen (13) and seventeen (17) students will receive an additional two hours to complete this work. Teachers who have more than seventeen (17) students shall be provided an additional ½ day to complete this work. Teachers working in the GSRP may have additional assessment requirements as part of their program.

Any new student evaluation tool shall be reviewed by a committee made up of teachers and administrators. The program supervisor shall make the final determination.

E. Academic Expectations

Teachers are required to follow the curriculum as determined by the District.

F. Lesson Plans and Communication

Teachers are required to complete lesson plans in accordance with the curriculum. An electronic copy of lesson plans must be shared on a District provided platform. Teachers shall maintain a classroom page on a District determined platform and update it weekly, including posting a schedule of activities and maintaining a daily message board.

G. Classroom Preparation and Maintenance

Teachers shall maintain their classroom space to be prepared to teach and engage with students.

Each Teacher shall receive 12 hours of paid time for classroom set-up at the beginning of the school year and 10 hours of paid time for classroom cleanup at the end of the school year. Hours for setup are to be completed during teacher workdays during the week before the start of the student school year. Hours for cleanup are to be completed during the two scheduled days after the conclusion of the student school year.

H. Substitutes

Teachers shall not have to find their own substitute for absences related to personal or family illness which are last minute and unexpected. Teachers shall find a substitute for prearranged personal or family illness absences or personal business. The Program Supervisor will provide support to the teacher in finding a substitute, if necessary. Each teacher is required to maintain a substitute teaching folder. The folder shall contain a lesson plan, class special times, emergency information, food allergies, and location of pertinent items. Any teacher with excessive last minute absences may be required to provide documentation and find their own substitute for subsequent last minute absences.

I. Additional Compensation and Payroll Procedures

1. Payroll sheets for hours worked shall be submitted at a set time and day every other week. Adjustments may be needed and shall be communicated on irregular weeks in order for payroll processing to occur. Failure to submit your payroll sheet on time may result in receiving your paycheck during the next pay period.
2. Overtime
   If, at the request of the Employer, an employee works beyond forty (40) hours in a standard work week, such additional hours worked shall be compensated at the rate of time and one-half. All overtime must have prior approval from the program supervisor.
3. Subbing During Prep Time
   If a teacher is utilized to sub during their scheduled prep time, the teacher shall be paid twice their normal hourly rate.
4. Direct Deposit
   All employees will be paid through direct deposit. In the event a scheduled pay date falls on a federal bank~~ing~~ holiday, the pay date will be moved to the proceeding work day.
5. Mileage
   Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the IRS rate for miles driven. The same allowance shall be given for use of personal cars for business of the District as approved by the Administration in advance.
6. Tuition Reimbursement
   Reimbursement for tuition and books will be provided for those employees required or approved to attend school providing course work is completed with a grade of "B" or better or a certificate of completion. Reimbursement is subject to the course work being directly related to the employee's current assignment and having written approval prior to enrollment from the Assistant Superintendent of Human Resources. The total annual reimbursement for the entire unit/group will not exceed one thousand dollars ($1,000)/no more than $500 per individual employee. The staff member must work 20 hours per week to be eligible for tuition reimbursement. Application and supporting information for tuition reimbursement shall be filed with the Human Resources Department by May 30 of each year. Contingent on the total reimbursement requests, there may be a proration.

J. Licensing

All early childhood educators employed by the Board shall meet the LARA "Licensing Rules for Child Care Centers," as promulgated or amended by LARA.

ARTICLE 9 - COMPENSABLE LEAVE

A. Definition

Paid for leave time will be provided in order to protect the individual'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 individual, who works 20 hours or more per week, shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each individual on July 1st. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred (100).

C. Use of Leave Days

Leave may be used in accordance with the following schedule and the Family and Medical Leave Act (FMLA) procedures as outlined in Appendix B. For all absences the individual 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 in the schedule which follows immediately.

1. **Personal Illness:** Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that a staff member may be required to provide a physician's statement on a District provided form in cases of illness.
2. **Family Illness:** Immediate family is defined as an employee's spouse, children or parents. Up to twelve (12) leave days per year may be used for this purpose. While on an approved Family Medical Leave, up to sixty (60) days per year may be used for illness in the immediate family. Any use of remaining leave days to care for a serious illness of a family member must receive prior approval from the Assistant Superintendent of Human Resources. See Appendix B for FMLA procedures.
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 Office, provided such additional leave days are available in the current or accumulated leave bank.
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.
5. Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Human Resources.

D. Use of Accumulated Leave Bank

The individual's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and/or illness in the family as defined above, and in accordance with the Family and Medical Leave Act (FMLA). A copy of the procedures for using the FMLA are attached as Appendix B.

A staff member 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.

E. Leave Day Provisions

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

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

F. Payout of Unused Leave Days Upon Severance

Upon severance of employment after five (5) years' service, for reasons of death, retirement, or quit with proper notice of not less than two weeks, but not an individual who quits without notice or is discharged, a severance payment for each unused leave day, up to 100 days, will be made by the Board of Education as defined in the schedule described below.

The value of the leave day is based on the number of hours the employee is scheduled to work when the leave day is used.

5 years through 10 years	40% of employee's daily rate
11 years through 20 years	60% of employee's daily rate
21 years or more	70% of employee's daily rate

G. Extended Leaves of Absence

The employee, upon learning of the need for an extended medical leave of absence, must notify the Human Resources Department (Benefits Coordinator). The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date the leave will commence, and the employee's ability to continue employment prior to the leave. Statements from the employee's physician will be provided by the employee to the Human Resources Department on a monthly basis, on the district's form, regarding the employee's ability to continue employment prior to the leave. 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 the conditions are not met, the administration will initiate the leave. The extended medical leave (or 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.

H. Jury Duty

Staff who are summoned for jury duty examination and investigation must notify the Payroll Office within 24 hours of receipt of such notice. If such an individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day the individual reports for or performs jury duty, and on which the individual would otherwise have been scheduled to work. 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. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, the individual must furnish the Payroll Office with a written statement from the appropriate public official listing amounts of pay received, the date of the jury duty and a personal check, made payable to Bloomfield Hills Schools, for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court. This payment by the individual shall be made to the Payroll Office no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

I. Inclement Weather Days

Up to six days 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 and television stations or through a program established by the administration, staff will not be required to report to their job assignments and shall suffer no loss of pay. "Other conditions" include, but are not limited to, loss of power, heat, water, or safety issues, etc.

1. In the event of inability to reach work due to inclement weather when school is not closed, the employee 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 is closed (i.e., as a result of water main break, heating problem, etc.) after the start of the workday, the following may occur:

   (a) the employee may be released from work upon the supervisor's direction, with no loss of pay or leave day for that day, or

   (b) the employee may be reassigned to another facility.

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

   If the facility is closed for additional days, the individual may be reassigned to another facility.

3. **Closing Before Beginning of Workday for Other Conditions**: If a facility is closed before the beginning of the workday for "other conditions" such as a water main break, heating problem, etc., the individual may be reassigned to another facility, and if not, the employee is not expected to report to work and 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.

ARTICLE 10 - NON-COMPENSABLE LEAVES

A. Family and Medical Leave Act

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

Appendix B to the contract contains the regulation applicable to FMLA leave.

B. Child Care Leave

1. Childcare leave shall be considered a non-paid leave. A childcare leave of absence will be granted for a maximum of one year (12 months) from the date the short-term leave was effective. Family and Medical Leave Act (FMLA) (See Appendix B) for the birth of a child or for placement of adoption or foster care must conclude within 12 months of the birth or placement.
2. An employee desiring to return from leave shall notify the Human Resources Office (Human Resources Manager) in writing and provide the appropriate personnel (Physician's Release to Return to Work) form approving the return to work and indicating the employee's ability to resume his/her position. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.
3. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the employee is qualified. If the leave exceeds the amount of leave an employee is eligible for under FMLA, the return to work is contingent upon a vacancy being available for which the employee is qualified. There shall be no layoff to provide a vacancy.
4. In accordance with this section, a 12-month unpaid leave of absence is available in cases of adoption.

C. Military Leave Reinstatement from Military Leave

Any staff member who enters into active service of the Armed Forces of the United States and, upon honorable discharge 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 teacher 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. A teacher who is not probationary and enters the Armed Forces will have seniority equal to the time spent in the Armed Forces.

D. Conditions for Return from Leave

The Board of Education reserves the right to have any individual returning from a leave of absence examined by a Board-appointed physician to verify their ability to return to work and perform the essential duties of the assigned position. Should no vacant position exist, the individual will be considered as unassigned staff.

An individual who is on a leave of absence and does not return upon the expiration of the leave, will be considered to have voluntarily terminated their employment.

E. Absences without Pay

Absences without pay may be approved by the Assistant Superintendent of Human Resources upon request. Absences without pay will not be approved for the purpose of serving in another capacity, e.g., outside employment for any reason during the regularly scheduled work year.

ARTICLE 11 - HOLIDAYS

A. A maximum of ten (10) paid holidays per year will be granted to each staff member who works more than 20 hours per week. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received permission from the Assistant Superintendent for Human Resources in advance, or have an approved compensable leave.

B. The following days will be celebrated as paid holidays:

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

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

For staff members who would not normally be scheduled to work on the day of the designated holiday, holiday pay will be equal to the regularly scheduled weekly hours divided by five (5).

ARTICLE 12 - VACATION

A. Employees will earn vacation in one year for use in the following year.
B. After the completion of one full year of employment, twelve-month employees shall earn five (5) vacation days after the first year and ten (10) vacation days per year thereafter.
C. The paid vacation days cannot be used in conjunction with the unpaid leave days provided in Article 12 (A).
D. Unused days will not carry over to the next year.
E. Earned vacation time may also be used during the school year but must be used during winter, mid-winter or spring recess, or other non-student (unpaid) days for eligible staff. Vacation requests during the summer months will be handled on a first come first serve basis.
F. Vacation request forms must be completed and are available on the Human Resources Department webpage.
G. Those individuals who have not completed a full year as of June 30th will have paid vacation days prorated based on the portion of the year actually worked. Upon termination, with timely notice of at least two weeks, unused vacation earned to date will be paid.

ARTICLE 13 - INSURANCE BENEFITS

For teachers who work 30 hours or more per week, the Employer will self- insure or pay the premium for the following: single subscriber hospital/medical, life insurance, temporary disability and salary continuation, and long-term disability insurance. Teachers will be eligible for single medical benefits with the option to purchase additional coverage (i.e. two-person, family). Teachers not electing medical benefit coverage may elect the cash-in-lieu option.

A. Benefit Eligibility

1. Compliance with insurance company regulations
The Board will 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) calendar days or satisfies current law for benefit eligibility (e.g. The Patient Protection and Affordable Care Act, (PPACA)). The coverage for eligible employees shall be effective the first day of the month following completion of the sixty (60) calendar days (subject to PPACA).

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.

3. Board reserves the right to change insurance carriers
The Board of Education reserves the right to change carriers and use alternative funding methods. Carrier selection, including self-insurance, shall remain the prerogative of the Board of Education and coverage provisions indicated in this section may vary, but will be comparable to the coverage below.

B. Duplication of Insurance

Duplication of Hospital/Medical Coverage Permitted While District is Self-Insured
Duplication of hospital/medical insurance is permitted as long as the District is self-insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from the spouse's hospital/medical insurance plan.

No Duplication of Medical/Hospitalization Insurance if the District is Not Self-Insured. In the event the District is no longer self-insured, there shall be no duplication of medical/hospitalization insurance. The Human Resources Department will notify employees in writing, if the District is no longer self-insured. The staff member must notify the Benefits Coordinator of any personal medical/hospitalization coverage or coverage from a spouse's hospital/medical insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospital/medical insurance coverage that is a duplication of such coverage already held by the employee. The Association shall encourage staff to abide by this policy and shall assist the Board in its enforcement.

C. Cafeteria Benefits Plan – "Educated Choices" Group Coverage

1. **Publicly Funded Health Contribution Act**
The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rates for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs ("the Additional Payments") than the "hard cap amounts" as defined by the Public Act 152. As provided in the "Act", the "hard cap" amounts will be adjusted annually by the State treasurer by October 1 of each year for the following plan year which begins January 1 based on the change in the medical care component of the U.S. Consumer Price Index for the following plan year which begins January 1. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) exceed the "hard cap" maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District will discuss such deduction with the Association prior to implementation.

If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the “hard cap” maximums, the District will contribute to the employees’ Health Savings Account (HSA) or Flexible Savings Account (FSA).

In no event shall this Section be interpreted to require the district to make a payment which would cause it to violate the Publicly Funded Health Insurance Contribution Act.

2. **Coverage for teachers Who Work 30 or More Hours Per Week**
The District will provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following options for teachers who work 30 hours or more per week, and who make proper application to participate in the Bloomfield Hills Schools Flexible Benefits Plan.

The District will provide, either by self-insurance or a policy of insurance, group medical coverage to each eligible teacher.

3. **Health Savings Accounts**

a) Employees who are enrolled in the group medical coverage described above and who are otherwise eligible to make and receive Health Savings Account (HSA) contributions may make contributions to a Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. Such employees may also receive a district contribution to his/her Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. However, no contribution will be made by the school district if the contribution would make the District out of compliance with Public Act 152 of 2011 – the Publicly Funded Health Contribution Act.

b) Contributions Cannot Exceed IRS Limits

c) The combined employee and District HSA contributions shall not exceed the annual calendar year limits established by the IRS for such contributions. See IRS Publication 969 for eligibility.

d) Mid-Plan Life Status Changes
Employees who have mid-plan year life status changes will have their HSA employer paid contribution prorated by 12 months, provided they are eligible to participate in the HSA plan.

e) Proration of District Contribution to Health Savings Account
An election by an Employee to receive medical/hospitalization coverage under the District’s High Deductible Health Plan (HDHP) and to receive the District contribution to a Health Savings Account (HSA) associated with that coverage is irrevocable for the Plan Year for which the election is made. In the event that the employment of an Employee who has elected to receive a District HSA contribution ceases before the end of the Plan Year and they do not continue coverage under the District’s HDHP for the remainder of the Plan Year, the District may deduct from any pay or other amounts owed to the employee, including the Employee’s final paycheck, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District’s HDHP. Similarly, if an Employee otherwise ceases coverage under the District’s HDHP before the end of the Plan Year, the District may deduct from the Employee’s pay following the

election to cease coverage, in one or more installments, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP.

If an Employee, after the start of the Plan Year, modifies his/her election to receive medical/hospitalization coverage from two person or full family to single coverage, the District may deduct from the Employee's pay, following the coverage modification election, in one or more installments, an amount equal to the difference between District HSA contribution for single coverage associated with any period in which the Employee was covered by single coverage.

Employees who elect, after the start of the Plan Year, to receive medical/hospitalization coverage under the District's High Deductible Health Plan, and to receive the District Health Savings Account contribution, due to a mid-plan year change in family status, a mid-plan year court order, or a mid-plan year change in eligibility for Medicaid or Children's Health Insurance Program (CHIP), will receive a prorated District HSA contribution based on the ratio of the number of months of the Plan Year in which they participate in the District's HDHP, divided by 12 months, provided that they are otherwise eligible to receive HSA contributions.

4. The following terms and features also apply to the group medical coverage provided by the District:

i. **Employee Contribution Toward Health Care.**
Each employee electing health insurance coverage shall make a $500 annual pre-tax contribution toward the cost of health care. The amount will be prorated if the employee does not work a full plan year.

ii. **Health Risk Assessment/Rebate**
Health Risk Assessment: Employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider.

The Health Risk Assessment (HRA) form is available on the Bloomfield Hills Schools/Human Resources Department intranet and will be available in the Human Resources Department upon request. Teachers are eligible to receive a rebate of the full amount of the employee pre-tax contribution provided in subparagraph C(3)(a) above. Eligibility for the rebate is based upon receipt by the Benefits Coordinator, in the Human Resources Department of the completed health risk assessment form by September 15 of each year, unless that date falls on a weekend or holiday in which the district is closed. In such a case, the Health Risk Assessment form will be due by the close of business on the following Monday.

Forms received after the due date will not qualify the employee for the rebate. There will be no exceptions. In the event of two person or full family coverage, where only one adult participates

in the annual health risk assessment, the rebate will be reduced by 50%. Single member households with dependent children will be rebated at 100%.

5. **Cash Payment in Lieu of Medical/Hospitalization Insurance**
   The District will provide a Cash in Lieu of Health coverage option of $600 under the Bloomfield Hills Schools Flexible Benefits Plan for each full plan year for those employees who are eligible for but do not elect the employer- provided medical/hospitalization coverage. The co-payment will be prorated if the employee does not work a full plan year. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

6. **Dental Care**
   Classes I, II, and III which includes preventive basic care and prosthetics, a dental plan of Class I - 100%, Class II - 100%, and Class III - 70%, with a maximum per person per year of $1,250. Class IV will be covered at 60% with a $1,000 per person lifetime maximum. The percentage of reimbursement for dental care will be in accordance with the coverage and schedule provided by the carrier outlined in the Educated Choices workbook.

7. **Vision**
   The vision program with a $150 allowance on frames or contact lenses and exam, premised on a co-pay program with established reasonable and customary fee limitations.

8. **Life Insurance**
   The Employer shall pay the premium for a life insurance and accident and dismemberment policy for each individual. The life insurance policy shall pay the employee's designated beneficiary the sum of $45,000 upon death with a provision for double indemnity in the event of accidental death.

9. **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.

10. **Voluntary Accident Insurance — optional**
    Each employee will have the option to purchase and participate in Voluntary Accident Insurance. Minimum group employee participation may be required by the carrier in order to offer the coverage. Carrier selection shall remain the prerogative of the District and coverage provisions may vary but will be comparable to any previous carriers. The Association will have prior notice before any carrier change.

11. Health Care Reimbursement Account

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

12. Dependent Care Reimbursement Account

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

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

For each eligible staff member, the following disability and salary continuation coverage shall be provided:

a) For off-the-job sickness and accident, after all leave days have been used or ten (10) workdays, whichever is later, the individual will be paid:

- Up to thirty (30) workdays at 75% of the individual's current wages;
- Up to an additional 210 workdays at 60% of the individual's current wages.

b) Any staff member who is absent for five consecutive days will contact the Human Resources Manager and complete the necessary forms provided by the Human Resources Office.

c) 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.

14. Long-Term Disability

i. Benefit

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

ii. Offset

The amount received from the insurance company will be reduced by any primary remuneration received from 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.

iii. 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 6 months of the date of the commencement of the long-term disability leave, the employee will be given consideration for placement in a vacant teacher position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires. If the employee does not return to work within 6 months from the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

15. Workers' Compensation

i. Reporting

Any employee who is injured or who has suffered an incident that could potentially lead to an injury during the course of their employment must immediately report said injury/incident to their immediate supervisor. The employee must submit a completed Accident Report to the Human Resources Office within two workdays.

ii. Payment

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 twelve months from the date of the accident, the difference between the employee's full salary and such monies as may be received as Workers' Compensation benefits (loss of time benefits).

iii. Benefit

In the event an individual 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 individual's full salary and such monies as may be received from Workers' Compensation benefits (loss-of-time benefits).

iv. No Leave days charged for 120 days

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.

v. No Eligibility for Short Term Disability

Should the individual 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 8. After the 120- day period, current and bank days may be used, per Article 5. No District supplement will be made after 120 days, as defined above.

vi. Doctor Visits

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

vii. Benefits Beyond One Year

Any benefits beyond one year shall be payable only under the terms of Workers' Disability Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article 8. No other employer provided benefits will be paid for the individual if the individual continues to be off work after one (calendar) year.

ARTICLE 14 - HEALTH

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

a) At the time of hiring, each employee shall present medical documentation on a district-provided form that confirms they are able to fulfill the assigned duties and, if required by the Board, that they are free from active tuberculosis and other communicable diseases.
b) 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.
c) 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 of the examination will be paid by the Board of Education.

ARTICLE 15 - WAGES

Pre School Teachers	**Step 0**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
2022-2023	$19.50	$20.50	$21.50	$22.50	$23.50	$24.50	$25.50	$26.50

For 2023-24: All teachers who are hired prior to February 1st and who work at least 90 days shall advance a full step for the following school year. All teachers hired on or after February 1st will not advance a step.

For 2024-25: Step 0 shall be eliminated and a new Step 8 ($27.50) shall be added. All teachers who are hired prior to February 1st and who work at least 90 days shall advance a full

step for the following school year. All teachers hired on or after February 1st will not advance a step.

Additional Degrees
Teachers shall earn an additional stipend for the following degrees and or certifications in early childhood education or similar applicable programs of study. A teacher who has an Associate's Degree in a different program of study and a minimum of 18 CEUs in early childhood education will be eligible for the Associate's Degree stipend.

Associates:	$500
Bachelors:	$1,000
ECE Teacher Certification:	$1,500 (must be a valid Michigan certification)

ARTICLE 16 - SENIORITY

A. Seniority Date
The seniority of all individuals on the seniority list shall commence with the most recent date of hire within the bargaining unit by the Board.

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

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

C. Probationary Period
The first 90 full workdays of employment shall be probationary. Leave days will be available for use by probationary employees after completion of 60 full workdays and maybe used as provided in Article 9. All benefits will commence for eligible probationary employees on the first day of the month after satisfactory completion of 60 calendar days from the date of hire. Probationary employees shall have no seniority, during the probationary period.

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

If employment is continued beyond the 90-day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Insurance benefits will commence in compliance with Article 14(A)(b).

D. Employees shall lose seniority and be terminated from employment if any of the following occurs:
   a. The employee quits.
   b. The employee is discharged.

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 or workers' compensation leave within the time frame provided in Article 14(C)(n) (long-term disability) and Article 14(C)(o) (workers' compensation).
f. The employee fails to maintain current State required qualifications.

E. Seniority (Leaves of Absence)
Staff, while on approved short-term disability (Article 14(C)(m)) or childcare (Article (10)(B)) leaves of absences, shall accumulate seniority.

ARTICLE 17 - REDUCTION/RECALL

In the event there is a reduction in staff, probationary employees will be laid off first. The remaining teachers will be grouped in four different bands based on seniority date for consideration of the following criteria to determine the next laid off employee. The remaining staff may be reassigned as determined by the administration.

A. Bands
- 1 year to less than 4 years
- 4 years to less than 7 years
- 7 years to less than 10 years
- 10 or more years

B. Criteria of Consideration in sequential order
- Teacher job performance and/or evaluation of the teacher
- Teacher certifications, licenses, and degrees
- Attendance and discipline records
- Seniority

Staff to be laid off for an indefinite period of time will be given at least 30 calendar days notice of layoff. For purposes of recall, administration will consider the factors outlined in (17)(A) above to determine the order of staff recall. Notice of recall shall be sent to the employee at the last known address as provided by the employee and as shown on the employer's record, by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall the employee shall be terminated.

Each employee is responsible for keeping the Employer advised in writing of any changes of address and will not be excused for failure to report for work or recall if the employee fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE 18 - PROBLEM RESOLUTION

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time regarding contractual issues.

B. Concern to be Processed

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

C. Step One: Initial Presentation of Concern

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

D. Step Two: Written Concern Presented to Assistant Superintendent for Human Resources

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

E. Step Three: Written Concern Presented to Superintendent

If the decision of the Assistant Superintendent for Human Resources is not satisfactory to the employee, an appeal may be made to the Superintendent. The appeal must be made in writing within ten (10) working days of the decision of the Assistant Superintendent for Human Resources. An answer in writing shall be provided within ten (10) working days of receipt of the concern.

F. Step Four: Written Concern Presented to Board of Education

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

G. Timelines

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

ARTICLE 19 - DISCHARGE AND DISCIPLINE

A. Notice of Complaint, Discipline, Discharge or Suspension
If an employee is disciplined, discharged, or suspended, the Board will promptly notify the local president or designee of such action. Disciplinary actions will be for just cause.

Employees will be notified of formal complaints against them if placed in their personnel file. The employee shall have the opportunity to provide a written rebuttal attached to the complaint or discipline.

B. Discussion of Discipline, Discharge or Suspension
Upon request, The Board or its designated representative, will discuss the discharge or suspension with the individual and the Association. The Board, likewise, will discuss written reprimands with the individual and the Association upon request. An individual shall be entitled to have present a representative of the Association during meetings concerning disciplinary action. When a request for such representation is made, no meeting will be conducted with respect to the individual until such representative of the Association is present. The Association representative and the Board or its designated representative shall arrange a meeting date and/or time at the earliest possible convenience for both parties. In no way shall this language be interpreted as to limit the Board's process of investigation.

C. Appeal of Discipline, Discharge or Suspension
Should the disciplined, discharged or suspended employee or 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 problem resolution process.

ARTICLE 20 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Association and the staff members 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 in operative; however, all other provisions of this Agreement shall continue in effect.

C. Emergency Manager Legislation

An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

ARTICLE 21 - CONTRACT REOPENER

Either party may reopen the contract, for the purpose of revising contractual provisions to comply with current law by serving written notice of such intent upon the other party.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective November 18, 2022 and shall continue in full force and effect, as amended, until June 30, 2025. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to, in writing, by both parties. The parties shall commence negotiations for a successor agreement at least sixty (60) days prior to expiration of this Agreement.

BHAECE

Lori Todd, BHAECE President

Sabrina Pittman, BHAECE Vice President

Amanda Gwilt, BHAECE Secretary

Marilyn Drake, BHAECE Treasurer

Cagri Walker, BHAECE Executive Board

Scott Warrow, MEA Executive Director

DISTRICT

John VanGemert, BHS Board President

Jennifer Matlow, BHS Board Secretary

Pat Watson, BHS Superintendent

Keith McDonald, Asst. Superintendent of HR

Lisa Gryglak, ECE Program Supervisor

APPENDICES

APPENDIX A - Benefits at a Glance / Riders
APPENDIX B - Family Medical Leave Act Procedures
APPENDIX C - Early Childhood Educator Evaluation

Blue Cross Blue Shield of Michigan

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

BLOOMFIELD HILLS BD OF ED
A1FPG9 007002956 (0010, 0023, 0012, 0016, 0017, 0019, 0021) - Teachers, Technicians, Interpreters/Interveners, Clerical, Instr. Assist., Para Educ, Aux, and Unaf Z
Dental Coverage
Effective Date: On or after January 2022
Benefits-at-a-glance

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

Coverage determination: Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

Network access information
With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.

Blue Dental PPO network- Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit **mibluedentist.com** or call **1-888-826-8152.**

**A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.*

Blue Par Select℠ arrangement- Most non-PPO(out-of-network) dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services, and members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit **mibluedentist.com.**

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services) • Class I services	None (covered at 100%)
• Class II services	None (covered at 100%)
• Class III services	30%
• Class IV services	40%
Dollar maximums • Annual maximum for Class I, II and III services	$1,250 per member
• Lifetime maximum for Class IV services	$1,000 per member

ADM DC26MEVIS;ADM PLANYR JAN;ASCMOD 8818 VIS;BLUE DENTAL;BLUE VISION;BVC-$7.50;BVFLE;BVPP CHOICE NET;CDC-DC 26-ME;DO-PPO;PK015

Class I services

Benefits	Coverage
Oral exams	100% of approved amount **Note:** Twice per calendar year
A set (up to 4 films) of bitewing x-rays	100% of approved amount **Note:** Twice per calendar year
Panoramic or full-mouth x-rays	100% of approved amount **Note:** Once every 60 months
Prophylaxis (cleaning)	100% of approved amount **Note:** Twice per calendar year
Sealants - for members age 19 and younger	100% of approved amount **Note:** Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Emergency palliative treatment	100% of approved amount
Fluoride treatments	100% of approved amount **Note:** Two per calendar year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	100% of approved amount **Note:** Once per quadrant per lifetime

Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	100% of approved amount **Note:** Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	100% of approved amount **Note:** Replacement fillings covered after 12 months or more after initial filling
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	100% of approved amount **Note:** Once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	100% of approved amount **Note:** Three times per tooth per calendar year after six months from original restoration
Oral surgery	100% of approved amount
Root canal treatment	100% of approved amount **Note:** Once per tooth per lifetime; retreatment of previous root canal therapy (after 12 months from the date of the original therapy) once per tooth per lifetime.
Scaling and root planing	100% of approved amount **Note:** Once every 24 months per quadrant
Limited occlusal adjustments	100% of approved amount **Note: Limited** occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	100% of approved amount **Note:** Once every 12 months
General anesthesia or IV sedation	100% of approved amount **Note:** When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	100% of approved amount **Note:** Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	100% of approved amount **Note:** Once per arch in any 36 consecutive months
Tissue conditioning	100% of approved amount **Note:** Once per arch in any 36 consecutive months

Class III services

Benefits	Coverage
Removable dentures (complete and partial)	70% of approved amount **Note:** Once every 60 months
Bridges (fixed partial dentures) - for members age 16 and older	70% of approved amount **Note:** Once every 60 months
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	70% of approved amount **Note:** Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services - Orthodontic services for dependents under age 19

Benefits	Coverage
Minor treatment for tooth guidance appliances	60% of approved amount
Minor treatment to control harmful habits	60% of approved amount
Interceptive and comprehensive orthodontic treatment	60% of approved amount
Post-treatment stabilization	60% of approved amount
Cephalometric film (skull) and diagnostic photos	60% of approved amount

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.

Blue Cross Blue Shield of Michigan

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

BLOOMFIELD HILLS BD OF ED

A1FPA6 00700295600- Teachers, Technicians, Interpreters/Interveners, Administration, Clerical, Instructional Assist., Para Ed, Auxiliary Services, Unaf Z

Vision Coverage
Effective Date: On or after January 2022
Benefits-at-a-glance

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

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call **1-800-877-7195** or log on to the VSP Web site at **vsp.com.**

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

Note: Discounts up to 20% for additional prescription glasses and any amount over the allowance ***plus*** savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	$5.00 copay	$5.00 copay applies to charge
Prescription glasses (lenses and/or frames)	**Combined** $7.50 copay	Member responsible for difference between approved amount and provider's charge, after $7.50 copay
Medically necessary contact lenses **Note:** No copay is required for prescribed contact lenses that are not medically necessary.	$7.50 copay	Member responsible for difference between approved amount and provider's charge, after $7.50 copay

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	$5.00 copay	Reimbursement up to $45 less $5.00 copay (member responsible for any difference)
	One eye exam in any period of 12 **consecutive** months	

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	$7.50 copay (one copay applies to **both** lenses and frames)	Reimbursement up to approved amount based on lens type less $7.50 copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 **consecutive** months	
Standard frames **Note:** All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	$150 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less $7.50 copay (one copay applies to **both** frames and lenses)	Reimbursement up to $70 less $7.50 copay (member responsible for any difference)
	One frame in any period of 12 **consecutive** months	

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	$7.50 copay	Reimbursement up to $210 less $7.50copay(member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	
Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)	$150 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	

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Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

Eligibility Information

Member	Eligibility Criteria
Dependents	• Subscriber's legal spouse • **Dependent children:** related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26
Sponsored dependents	• Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.

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

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
Deductibles **Note:** Your deductible **combines** deductible amounts paid under your Simply Blue HSA medical coverage **and** your Simply Blue prescription drug coverage. **Note:** The full family deductible **must** be met under a two-person or family contract before benefits are paid for any person on the contract.	$2,000 for a one-person contract $4,000 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**	$4,000 for a one-person contract $8,000 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount for most covered services
Annual out-of-pocket maximums-applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	$3,000 for a one-person contract $6,000 for a family contract (2 or more members) each calendar year	$6,000 for a one-person contract $12,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam-includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Pap smear screening- laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance, if applicable.	80% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy **Note:** Medically necessary colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance, if applicable.	80% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits - by physician or **BCBSM** selected vendor must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:** Nonemergency services must be rendered in a **participating** hospital.	100% after in-network deductible Unlimited days	80% after out-of-network deductible
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-network	Out-of-network
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care- must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 90 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods-provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization-consult with your doctor	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery-includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	100% after in-network deductible	80% after out-of-network deductible
Voluntary abortions	100% after in-network deductible	80% after out-of-network deductible

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible -in designated facilities **only**
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials **Note**: BCBSM covers clinical trials in compliance with PPACA.	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-network	Out-of-network
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Residential psychiatric treatment facility: • covered mental health services **must** be performed in a residential psychiatric treatment facility • Treatment must be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible in participating facilities **only**
• Online visits - by physician or **BCBSM** selected vendor	100% after in-network deductible	80% after out-of-network deductible
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment-in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization **Note**: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a **combined** 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 60-visit maximum per member, per calendar year	
Durable medical equipment **Note:** DME items required under the preventive benefit provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of preventive DME items that PPACA requires to be covered at 100%, call BCBSM.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible

Simply Blue HSA with Prescription Drugs

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Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is AllianceRx Walgreens Prime, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Prime will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to the OptumRx home delivery pharmacy. (OptumRx is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at **bcbsm.com/pharmacy**. If you have any questions, please call AllianceRx Walgreens Prime customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are require to pay applicable prescription drug copays and coinsurance amounts which are subject to your annual out-of-pocket maximums.

Note: The following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay $10 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $10 copay	After deductible is met, you pay $10 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay $50 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay plus an additional 20% of the BCBSM approved amount

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
	31 to 83-day period	No coverage	After deductible is met, you pay $100 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $100 copay	After deductible is met, you pay $100 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs. * BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	No coverage	100% of approved amount	80% of approved amount

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved **generic** and **select brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance **plus** an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/coinsurance.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug
Select diabetic supplies and devices (test strips, lancets and glucometers) For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Mandatory maximum allowable cost drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.

Features of your prescription drug plan

Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

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Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility**.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

14/28K-28/56KAS;ADM PLANYR JAN;ASCMOD 6684;CDH-HSA;DC 26-ME ASC;HEQ;PDTTC52550RXCMA;SBD HSA ASC;SBD HSA OLV ASC;SBDHSAC0IN20ONA;SBDHSAOCSM24ASC;SD ASC

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Eligibility Information

Member	Eligibility Criteria
Dependents	• Subscriber's legal spouse • **Dependent children:** related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26
Sponsored dependents	• Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.

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

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
Deductibles **Note:** Your deductible **combines** deductible amounts paid under your Simply Blue HSA medical coverage **and** your Simply Blue prescription drug coverage. **Note:** The full family deductible **must** be met under a two-person or family contract before benefits are paid for any person on the contract.	$1,400 for a one-person contract $2,800 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**	$2,800 for a one-person contract $5,600 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**
	Deductibles are based on amounts defined annually by the federal government for Simply Blue HSA-related health plans. Deductibles may increase annually. Please call your customer service center for an annual update.	
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount for most covered services
Annual out-of-pocket maximums-applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	$2,250 for a one-person contract $4,500 for a family contract (2 or more members) each calendar year	$4,500 for a one-person contract $9,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam-includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Pap smear screening- laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance, if applicable.	80% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy **Note:** Medically necessary colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance, if applicable.	80% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits - by physician or **BCBSM** selected vendor must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:** Nonemergency services must be rendered in a **participating** hospital.	100% after in-network deductible Unlimited days	80% after out-of-network deductible
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-network	Out-of-network
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care- must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 90 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods-provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization-consult with your doctor	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery-includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	100% after in-network deductible	80% after out-of-network deductible
Voluntary abortions	100% after in-network deductible	80% after out-of-network deductible

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible -in designated facilities **only**
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials **Note**: BCBSM covers clinical trials in compliance with PPACA.	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-network	Out-of-network
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Residential psychiatric treatment facility: • covered mental health services **must** be performed in a residential psychiatric treatment facility • Treatment must be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible in participating facilities **only**
• Online visits - by physician or **BCBSM** selected vendor	100% after in-network deductible	80% after out-of-network deductible
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment-in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization **Note**: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a **combined** 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 60-visit maximum per member, per calendar year	
Durable medical equipment **Note:** DME items required under the preventive benefit provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of preventive DME items that PPACA requires to be covered at 100%, call BCBSM.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible

Simply Blue HSA with Prescription Drugs

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

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is AllianceRx Walgreens Prime, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Prime will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to the OptumRx home delivery pharmacy. (OptumRx is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at **bcbsm.com/pharmacy**. If you have any questions, please call AllianceRx Walgreens Prime customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are require to pay applicable prescription drug copays and coinsurance amounts which are subject to your annual out-of-pocket maximums.

Note: The following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay	After deductible is met, you pay $5 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay $10 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $10 copay	After deductible is met, you pay $10 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay	After deductible is met, you pay $25 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay $50 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay	After deductible is met, you pay $50 copay plus an additional 20% of the BCBSM approved amount

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
	31 to 83-day period	No coverage	After deductible is met, you pay $100 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay $100 copay	After deductible is met, you pay $100 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs. * BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	No coverage	100% of approved amount	80% of approved amount

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved **generic** and **select brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance **plus** an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/coinsurance.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug
Select diabetic supplies and devices (test strips, lancets and glucometers) For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Mandatory maximum allowable cost drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.

Features of your prescription drug plan

Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

Blue Care Network of Michigan

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

Benefits-at-a-Glance
BCN High Deductible Health Plan - Self-funded Large Groups
00112357-SF01 Bloomfield Hills Bd of Ed
Effective Date: 01/01/2022

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and copay amounts required by the plan. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan documents, the plan document will control. This group is self-funded. Blue Care Network provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

Services must be provided or arranged by the member's primary care physician or health plan.

Preauthorization for Select Services – Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCN except in an emergency.

Note: A list of services that require approval before they are provided is available online at bcbsm.com/importantinfo. Select *Approving covered services.*

Deductible, Copays and Dollar Maximums

Deductible - Combined for both medical and drug coverage.	$1,400 for a one-person contract/$2,800 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)

	Deductible - The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract
Fixed Dollar Copays	None
Coinsurance	50% for select services as noted below
Out of Pocket Maximum	$2,350 for a one-person contract. $4,700 for a family contract (2 or more members) each calendar year
	Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services – including prescription drug copays.

Benefits Selected - HDHPLG : VACR50,1400HD,2350OM,1400HD,2350OM,P136HD,90D3X,BCN2SF,BCNSF,BCN2SF

Preventive Services	
Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening	100%
Routine Colonoscopy	100%
Mammography Screening	100%
Voluntary Female Sterilization	100%
Breast Pumps (DME guidelines apply.)	100%
Maternity Pre-Natal care	100%

Physician Office Services	
PCP Office Visits	100% after deductible. Deductible does not apply to preventive services and routine maternity care
Medical Online Visits	100% after deductible. Deductible does not apply to preventive services and routine maternity care
Consulting Specialist Care	100% after deductible. Deductible does not apply to preventive services and routine maternity care

Emergency Medical Care	
Hospital Emergency Room	100% after deductible
Urgent Care Center	100% after deductible
Retail Health Clinic	100% after deductible
Ambulance Services	100% after deductible

Diagnostic Services	
Laboratory and Pathology Services	100% after deductible
Diagnostic Tests and X-rays	100% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	100% after deductible
Radiation Therapy	100% after deductible

Maternity Services Provided by a Physician	
Post-Natal and Non-routine Pre-Natal Care (See Preventive Services section for routine Pre-Natal Care)	100% (Deductible applies for non-routine maternity care)
Delivery and Nursery Care	100% after deductible

Hospital Care	
General Nursing Care, Hospital Services and Supplies	100% after deductible
Outpatient Surgery	100% after deductible

Alternatives to Hospital Care	
Skilled Nursing Care	100% after deductible
	Up to 45 days per calendar year
Hospice Care	100% after deductible
Home Health Care	100% after deductible

Benefits Selected - HDHPLG : VACR50,1400HD,2350OM,1400HD,2350OM,P136HD,90D3X,BCN2SF,BCNSF,BCN2SF

Surgical Services	
Surgery - includes all related surgical services and anesthesia - see member certificate for specific surgical copays.	100% after deductible
Voluntary Male Sterilization – See Preventive Services section for voluntary female sterilization	Male - 50% after deductible
Elective Abortion (One procedure per two year period of membership)	50% after deductible
Human Organ Transplants	100% after deductible
Reduction Mammoplasty	50% after deductible
Male Mastectomy	50% after deductible
Temporomandibular Joint Syndrome	50% after deductible
Orthognathic Surgery	50% after deductible
Weight Reduction Procedures	50% after deductible

Behavioral Health Services (Mental Health and Substance Use Disorder Treatment)	
Inpatient Mental Health Care	100% after deductible
Residential Substance Use Disorder	100% after deductible
Outpatient Mental Health Care includes online visits Note: For diagnostic and therapeutic services, see the Diagnostic Services section above for applicable cost sharing.	100% after deductible
Outpatient Substance Use Disorder	100% after deductible

Autism Spectrum Disorders, Diagnoses and Treatment	
Applied Behavioral analysys (ABA) treatment	100% after deductible
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder through age 18. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	100% after deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health, medical office visit and preventive benefit.

Other Services	
Allergy Testing and Therapy	100% after deductible
Allergy Injections	100% after deductible
Chiropractic Spinal Manipulation - when referred	100% after deductible
	(up to 30 visits per calendar year)
Outpatient Physical, Speech and Occupational Therapy	100% after deductible
	60 visits per calendar year for any combination of outpatient rehabilitation therapies.
Infertility Counseling and Treatment	50% after deductible (Excludes In-vitro fertilization)
Durable Medical Equipment	50% after deductible
Prosthetic and Orthotic Appliances	50% after deductible
Diabetic Supplies	100% after deductible
Hearing Aid	Not covered
	Note: This Group is self-funded. Blue Care Network provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims

Benefits Selected - HDHPLG : VACR50,1400HD,2350OM,1400HD,2350OM,P136HD,90D3X,BCN2SF,BCNSF,BCN2SF

Prescription Drugs

Prescription Drugs - (Eff. 1/1/21 Certain diabetic supplies are covered through the pharmacy benefit if you have BCN pharmacy coverage. Applicable pharmacy cost-sharing will apply.)	Tier 1A - $10 after ded, Tier 1B - $30 copay after ded, Tier 2 - $60 copay after ded, Tier 3 - $80 copay after ded, Tier 4 - 20% coinsurance after ded (Max $200), Tier 5 - 20% coinsurance after ded (Max $300)

	Sexual Dysfunction drugs - 50% coinsurance after deductible
	Contraceptives – T1A- 100% (deductible does not apply), Tier 1B - $30 after deductible, T2 - $60 after deductible, T3-$80 after deductible; 30 day supply
Mail Order Prescription Drugs	30 day supply or less - applicable tiered copay/coinsurance, 31-90 day supply - 3x's the 30 day copay/coinsurance minus $10 after deductible
Prescription Drug Deductible	Prescription drug deductible integrated with the medical deductible
	Effective 1/1/20 -Specialty drugs are covered only when purchased through the BCN Exclusive Pharmacy Network for Specialty Drugs

Medical Pharmacy	0000H423 0000G903	4ZG5 4ZX3	MED

Benefits Selected - HDHPLG : VACR50,1400HD,2350OM,1400HD,2350OM,P136HD,90D3X,BCN2SF,BCNSF,BCN2SF

Regulation 4400.1

Family and Medical Leave Act Regulation

1. PURPOSE

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

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

2. DEFINITIONS

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

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

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

B. **"*Spouse*"** means a husband or wife, but does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any 12-month period may be limited to an aggregate of 12-weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. The aggregated amount of leave in a 12-month period is 26 weeks in situations where the leave is based on the care for a covered service member.

C. **"*Parent*"** means biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the employee when the employee was a child. A parent-in-law does not meet this definition.

D. **"*Child*"** means a son or daughter under age 18, or 18 years or older who is incapable of self-care due to mental or physical disability. Employees who are *in loco parentis* include those with day-to-day responsibility for care and financially supports the "child". A biological or legal relationship is not necessary.

“Incapable of self-care due to a mental or physical disability” means when an adult son or daughter “requires active assistance or supervision to provide daily self-care in three or more of the ‘activities of daily living’ or ‘instrumental activities

of daily living'." A parent will be entitled to take FMLA leave to care for a son or daughter 18 years of age or older, if the adult son or daughter meets the following four requirements:

1. Has a disability as defined by the ADA;

2. Is incapable of self-care due to that disability;

3. Has a serious health condition; and

4. Is in need of care due to the serious health condition

E. **"*Next of Kin of a Covered Service Member*"** means the nearest blood relative *other* than a spouse, parent, son, or daughter, in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.

F. **"*Military Family Leave*"** means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:

(1) ***"Military Caregiver Leave."*** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

(2) ***"Qualifying Exigency Leave."*** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.

G. **"*Serious Health Condition*"** means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform the essential functions of his/her job and involves:

(1) inpatient care (an overnight stay);

(2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

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

(3) a period of incapacity from work due to pregnancy or for prenatal care;

(4) a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (*e.g.*, asthma, diabetes, epilepsy, cancer); or

(5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than 3 consecutive calendar days (*e.g.,* dialysis for kidney disease or chemotherapy for cancer).

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

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

H. **"*Instructional Employee*"** means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers or auxiliary personnel principally engaged in direct delivery of instruction (*e.g.,* signers for hearing impaired). This definition ***does not include*** auxiliary personnel such as counselors, teacher assistants, aides, psychologists, social workers, and non-instructional support personnel.

I. **"*District*"** means the Bloomfield Hills Schools. This regulation shall be implemented by the Superintendent or his/her designee.

3. GENERAL

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

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

(1) The birth of a child and care for a newborn;

(2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;

(3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;

(4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or

(5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.

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

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

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

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

4. NOTICE

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

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

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

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

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

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

5. SUBSTITUTION OF PAID LEAVE TIME

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

- ***Use of earned and/or accrued paid time off.*** When leave from work qualifies as FMLA leave is taken, an employee must first concurrently exhaust earned and/or accrued paid time off which will be credited against the FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first concurrently apply that leave time to his/her FMLA leave until the earned or accrued paid leave time is

exhausted. The District may also require that any earned or accrued paid vacation or personal/sick leave be exhausted concurrently with the FMLA leave before the unpaid portion of the FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis.

6. MEDICAL CERTIFICATION

A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.

B. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Administration when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied.

C. After an employee submits the required medical certification, the District may require, at its option and expense that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.

D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:

(1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.

(2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.

(3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly;

or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the District within15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts. The District may ask for the same information as that permitted for the original certification. The employee has the same obligations to participate and cooperate in the recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

A. If an employee requests intermittent leave or a reduced leave schedule, the District may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.

B. The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (*e.g.,* vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the 12 (or 26 weeks for the care of a covered service member) weeks of FMLA leave are used.

C. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent leave.

D. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the leave period, the District may require the instructional employee to choose either to:

(1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

8. BENEFITS

A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.

(1) Except as required under COBRA, the District's obligation to maintain health benefit premium contributions for an employee on FMLA leave ceases when: a) the employment relationship would have terminated, irrespective of the FMLA leave (*e.g.,* reduction in force); b) when the employee advises the District of his or her intent not to return from leave; or c) when the FMLA leave expires and the employee has not returned from leave.

(2) Employee contributions will be required either through payroll deduction or by direct payment to the District. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.

(3) If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid leave for reasons other than: a) the continuation, recurrence, or onset of a serious health condition of the employee or a covered family member, or b) circumstances beyond the employee's control, the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution") during the leave period, excluding the period where the District or the employee has substituted paid leave for FMLA leave.

(4) An employee is not entitled to seniority or benefits accrual (*e.g.,* holidays, vacations) during the unpaid leave, unless otherwise

specified by the collective bargaining agreement or individual employment contract. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

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

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

(2) ***Disability Plan Leave.*** The District may designate any employer-sponsored disability plan leave as FMLA leave.

9. RETURN TO WORK

A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.

B. Periods Near the Conclusion of an Academic Team

1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.

2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.

3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.

C. ***Fitness-for-Duty Certification.*** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or

collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. KEY EMPLOYEES

A. ***Definition.*** A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.

B. ***Job Restoration.*** While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee when the restoration to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.

C. ***Qualifications.*** Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first; or if the notice cannot be given then because of the need to determine whether the employee is a key employee, as soon thereafter as practical.

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

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

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

11. FAILURE TO RETURN FROM LEAVE

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

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

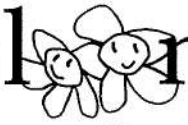
WH-384 Certification of Qualifying Exigency For Military Family Leave

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

WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

Legal Authority: Family and Medical Leave Act of 1993, 29 USC § 2601 et. seq.; Americans with Disabilities Act of 1990, as amended, 42 USC § 12101, et. seq.

Date Adopted: April 24, 2009
Revised: March 15, 2013

bl  min' preschools

Preschool Teacher Evaluation

Employee _____ **Date of Evaluation** _____

Key: 1 = Your're a Rockstar! / 2 = Good work, keep it up / 3 = Let's improve on this

Professionalism	1	2	3	Comments
Meets job description expectations				
Supports program's philosophy				
Receptive to new ideas/changes for program improvement				
Arrives to program with a positive attitude				
Arrives to program prepared for day's activities				
Meets expectations of job description				
Reliable & punctual in attendance				
Gives reasonable notice for absences				
Active in health & safety management				
Flexible with schedule & activities as needed				
Approaches tense situations calmly and with clarity				

Program Planning & Development	1	2	3	Comments
Creates a safe, child-centered learning environment				
Plans activities that are developmentally appropriate				
Regularly observes children				
Documents observations as needed				
Plans activities that are developmentally appropriate				
Develops plans based on information learned from observations/documentation				
Is flexible and responsive to individual children's interests				
Anticipates & plans for daily transitions				
Offers suggestions for program improvement				

Guiding & Interacting with Children	1	2	3	Comments
Caring, warm, friendly and affectionate				
Interacts with children at their level (bends low or squats to their level)				
Uses appropriate inflection and tone of voice with children				
Shows respect for each child				
Is aware of individual developmental levels of children				
Promotes and encourages independence and use of self-help skills				
Encourages problem solving and limits own interventions in problem solving				
Avoids stereotyping and labeling of children				
Reinforces positive behavior in developmentally appropriate ways (i.e. avoids overuse of praise and external motivations)				
Strives to be an appropriate role model				

Partnering with Families	1	2	3	Comments
Develops partnerships with parents throughout the year.				
Presents concerns and/or negative information with tact and in a caring and confidential manner				
Approachable by & available to parents				
Maintains confidentiality at all times.				

Partnering with Co-Workers	1	2	3	Comments
Is friendly with and respectful to others				
Assumes fair share of tasks and work				
Willingly shares ideas and materials				
Communicates directly and respectfully with co-workers				
Avoids gossip				
Receives constructive criticism with a learning perspective				
Seeks opportunities to be supportive and helpful				

Professional Development	1	2	3	Comments
Seeks to improve skills, not to merely "meet" in-service hours				
Attends and actively participates in workshops and trainings				
Health & Safety certification up to date				
Regularly sets own goals for professional development and improvement				
Current goals for professional development and improvement include:				

Employee Signature & Date

Directory Signature & Date

Additional comments can be included on a separate page, if necessary.

Staff Observation Documentation Form

Staff Name: _____

Class: _____

Date of Observation: _____ Part of Day: _____

Number of Children in Class: _____

Observer: _____

ACTIVITY AT TIME OF OBSERVATION

STUDENT INTERACTION

SITUATIONS HANDLED WELL:

AREAS TO IMPROVE:

GOALS: _____ **School Year**

Staff Name: _____

LONG TERM GOAL	AREA OF EVALUATION	DATE SET	DATE ACHIEVED	PROGRESS/SUPPORT
SHORT TERM GOAL	**AREA OF EVALUATION**	**DATE SET**	**DATE ACHIEVED**	**PROGRESS/SUPPORT**