

Agreement between Bloomfield Hills Schools and the Bloomfield Hills Association of Interpreters and Interveners



July 1, 2010 through June 30, 2013



Bloomfield Hills Schools
Scholarship · Opportunity · Integrity

Bloomfield Hills Schools Mission Statement and Core Values

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

Students

Safe Learning Environment

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

Choices

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

Purpose and Meaning

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

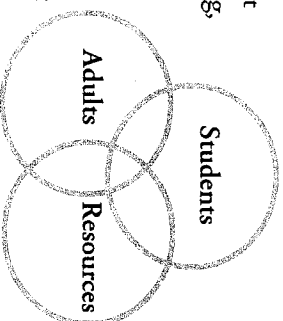
Adults

Passion for Learning

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

Responsibility

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



Resources

Mission-Centered Use of Financial Resources

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

Securing the Future

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

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - REPRESENTATION 1

 Officer Notification 1

 Association Representatives 1

ARTICLE 4 - MANAGEMENT RIGHTS 1

ARTICLE 5 - COMPENSABLE LEAVE DAYS 2

 Definition 2

 Accumulation 2

 Use of Leave Days 2

 Use of Accumulated Leave Bank 3

 Leave Day Provisions 3

 Payout of Unused Leave Days Upon Severance 4

 Maternity 4

 Jury Duty 4

 Inclement Weather Days 5

ARTICLE 6 - LEAVES OF ABSENCE (non-compensable) 5

 Family and Medical Leave Act 5

 Child Care Leave 6

 Military Leave 6

 Leave for Association Business 7

 Conditions for Return from Leave 7

ARTICLE 7 - HOLIDAYS 7

ARTICLE 8 - INSURANCE BENEFITS 8

 Benefit Eligibility 8

 Duplication of Insurance 8

 Cafeteria Benefits Plan 9

 Long-Term Disability 14

 Workers' Compensation 15

ARTICLE 9 - HEALTH 16

ARTICLE 10 - MILEAGE 17

ARTICLE 11 - WAGES 18

 Salary Schedule 18

 Increments and Experience Credit 19

 Supplemental Activities 20

 Work Schedule 20

ARTICLE 12 - SENIORITY 21

ARTICLE 13 - REDUCTION/RECALL 22

ARTICLE 14 - TUITION REIMBURSEMENT 22

ARTICLE 15 - PROBLEM RESOLUTION 23

ARTICLE 16 - VACATION.....	24
ARTICLE 17 - EFFECT OF AGREEMENT	24
Addendum to Contract.....	24
Conformity to Law.....	25
Emergency Manager Legislation.....	25
ARTICLE 18 - DURATION OF AGREEMENT	26
APPENDIX	

ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 3rd day of May, 2011 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 Interpreters and Interveners ("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 described below:

Interpreters and interveners. The bargaining unit does not include supervisors, temporary substitute staff, special education center program staff, deaf and hard of hearing program staff, instructional assistants, and all other staff members.

ARTICLE 3 - REPRESENTATION

A. Officer Notification

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

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.

ARTICLE 4 - MANAGEMENT RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its staff members;

2. To hire all individuals 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 individuals;
3. To determine the hours of employment and the duties, responsibilities, and assignment of staff members with respect thereto, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices 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 - COMPENSABLE LEAVE DAYS

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 twenty (120) days for ten-month staff.

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 C. 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: Bona Fide pressing need due to illness of an individual's spouse, children or parents.

3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Human Resources Office, provided such additional leave days are available in the current or accumulated leave bank.

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

4. Personal Leave: Up to three (3) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Human Resources and Labor Relations.
5. 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 and Labor Relations.
6. An individual may be provided three days from current leave days, with prior approval from the program supervisor, for the purpose of completing required State or National certification.

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 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 C.

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 pay check 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 120 days, will be made by the Board of Education as defined in the schedule described below.

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. Maternity

1. Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation provisions in Article 8(g)(1). The short term disability leave shall begin as soon as the physician completes the appropriate leave forms certifying the employee is unable to perform the functions of the job. (All leave forms are available from the Human Resources Office.)
2. The staff member, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the Human Resources Manager in the Human Resources Office. The appropriate leave forms will then be forwarded to the employee for completion by the employee and their physician verifying the estimated date of confinement and their ability to continue employment. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

H. Jury Duty

Individuals who are summoned for jury duty examination and investigation must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. An employee who is released from jury duty and who has sixty (60) minutes or more remaining on their work day, is required to 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 Human Resources Office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court. This payment by the employee shall be made to the Human Resources 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

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this official closing is announced on radio stations WJR (760 AM), WWJ (950 AM), WBFH (88.1 FM) or through a program established by the administration, staff will be expected to report for work.

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

ARTICLE 6 - LEAVES OF ABSENCE (noncompensable)

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.

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

B. Child Care Leave

1. Child care leave shall be considered a non-paid leave. A child care 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 C) 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 the termination of such honorable service, shall be offered re-employment, provided the individual reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event, the individual will be offered employment in line with seniority as may be available, and which the individual is capable of doing.

An individual who enters the Armed Forces will have seniority equal to the time spent in the Armed Forces.

D. Leave for Association Business

A maximum of eight (8) days per year, not for consecutive use, may be used for the conduct of Association business. It is understood and agreed that the use of these noncompensable days will be considered only when the operation can be continued with no interruption, and is finally contingent on the approval of the immediate supervisor. These days will not be used in combination with other leave days or vacation.

E. Conditions for Return from Leave

1. 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 with no limitations or with reasonable accommodation acceptable to the employer. Should no vacant position exist, the individual will be considered as unassigned staff.
2. 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.

ARTICLE 7 - HOLIDAYS

A. A maximum of nine (9) paid holidays per year will be granted to each staff member. 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 and Labor Relations, in advance, or is on a compensable leave as defined in Article 5 of this Agreement.

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

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

When one of the enumerated holidays falls on a Saturday or Sunday, the 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 8 - INSURANCE BENEFITS

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 individual shall be eligible for insurance benefits effective the first day of the month after the month in which employment was initiated.

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 spouse's hospital/medical insurance plan.

No Duplication of Medical/Hospitalization Insurance if 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"

The Board will provide a cafeteria benefit plan which will encompass all fringe benefits and will include the following options:

1. Benefits for Employees who work 32.5 hours or more per week

For each individual who works 32.5 hours or more per week, the Employer will pay the premium for up to full family hospital/medical, dental, and vision coverage. The Employer will also pay the premium for the following: life insurance, temporary disability and salary continuation coverage, and long-term disability insurance as provided in C(2)(a)(b)(g) and (h) in this section.

a. Hospital/Medical

(1) Preferred Provider Organization (PPO)

Full family, two person or individual coverage for the Blue Cross/Blue Shield Community Blue PPO Option 1 with no deductible will be provided for eligible employees. The prescription drug co-pay is \$10.00 generic and \$15.00 brand name drugs. Effective November 1, 2011 the prescription drug copay will increase to \$10.00 (generic), \$20.00 (preferred brand), and \$40.00 (non-preferred brand). A Summary of Benefits is attached as Appendix A. (Appendix A & B are not part of this contract.)

(2) Contribution

Employees eligible for health care will pay a contribution of \$250 (single) or \$500 (two persons or family). Effective November 1, 2011 the contribution will increase to \$500 (single) and \$1000 (two persons or full family).

(3) Health Risk Assessment/Partial Rebate of Contribution:

Employees and their spouses (if applicable) who participate in the annual health risk assessment are eligible to receive a partial rebate of the employee pre-tax contribution. The rebate of the annual contribution is \$125 single/\$250 two persons or full family. Effective November 1, 2011, the partial rebate increases to \$250/\$500. Eligibility for the partial rebate is based upon the receipt by the Benefits Coordinator in the Human Resources Department of the completed health risk assessment form by the following dates:

FOR THE 2010-2011 SCHOOL YEAR:

THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT

OCCURRED BETWEEN AUGUST 1, 2009 AND AUGUST 1, 2010.
Due date for submission of Health Risk Assessment forms: August 1, 2010.

FOR THE 2011-12 SCHOOL YEAR:
THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT OCCURRED BETWEEN AUGUST 2, 2010 AND AUGUST 2, 2011.
Due date for submission of Health Risk Assessment forms: August 2, 2011.

FOR THE 2012-2013 SCHOOL YEAR
THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT OCCURRED BETWEEN AUGUST 3, 2011 AND AUGUST 3, 2012.
Due date for submission of Health Risk Assessment forms: August 3, 2012.

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

Partial Rebate;

The partial rebate is premised upon each adult participating in the annual health risk assessment. Adult is defined as the employee and spouse (if applicable). In the event only one adult in a two adult household participates, the rebate will be reduced by 50%. For example, for the 2010-11 school year, if one adult in a two adult family did not participate, the rebate would be \$125.

In the event two persons of full family coverage is selected but the employee is the only adult in the family, the employee will be eligible for the two persons/full family partial rebate for participating in the health risk assessment.

(4) Cash in Lieu of Health Insurance

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

- b. Dental Care
Classes I, II, and III which includes preventive basic care and prosthetics, a

dental plan of Class I - 90%, Class II - 75%, and Class III - 60%, with a maximum per person per year of \$1,000. The percentage of reimbursement for dental care will be in accordance with the coverage and schedule provided by the carrier outlined in the *Educated Choices* workbook.

c. Vision

The vision care program with a \$35.00 cap on frames, will provide services including examination, lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.

2. Benefits for employees who work 25 hours or more per week

For each individual who works twenty-five (25) hours or more per week, the Employer will pay the premium for the following: Single subscriber hospital/medical, life insurance, temporary disability and salary continuation coverage, and long-term disability insurance.

a. Hospital/Medical

(1) Preferred Provider Organization (PPO)

Individual coverage for the Blue Cross/Blue Shield Community Blue PPO Option 1 with no deductible will be provided for eligible employees. The prescription drug co-pay is \$10.00 generic and \$15.00 brand name drugs. Effective November 1, 2011 the prescription drug copay will increase to \$10.00 (generic), \$20.00 (preferred brand) and \$40.00 (non-preferred). A Summary of Benefits is attached as Appendix A. (Appendix A & B are not part of this contract.)

(2) Contribution

Employees eligible for health care will pay a contribution of \$250. Effective November 1, 2011, the contribution will increase to \$500.

(3) Health Risk Assessment/Partial Rebate of Contribution

Employees and their spouses (if applicable) who participate in the annual health risk assessment are eligible to receive a partial rebate of the employee pre-tax contribution. The rebate of the annual contribution is \$125 single/\$250 (in the event the two persons or full family coverage is purchased). Effective November 1, 2011, the partial rebate increases to \$250 single/\$500 (in the event the two persons or full family coverage is purchased). Eligibility for the partial rebate is based upon the receipt by the Benefits Coordinator in the Human Resources Department of the completed health risk assessment form by the following dates:

FOR THE 2010-2011 SCHOOL YEAR:

THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT OCCURRED BETWEEN AUGUST 1, 2009 AND AUGUST 1, 2010. Due date for submission of Health Risk Assessment forms: August 1, 2010.

FOR THE 2011-12 SCHOOL YEAR:

THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT OCCURRED BETWEEN AUGUST 2, 2010 AND AUGUST 2, 2011. Due date for submission of Health Risk Assessment forms: August 2, 2011.

FOR THE 2012-2013 SCHOOL YEAR

THE EMPLOYEE/SPOUSE MAY SUBMIT THE COMPLETED HEALTH RISK ASSESSMENT FOR ANY PHYSICAL EXAM THAT OCCURRED BETWEEN AUGUST 3, 2011 AND AUGUST 3, 2012. Due date for submission of Health Risk Assessment forms: August 3, 2012.

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

Partial Rebate:

The partial rebate is premised upon each adult participating in the annual health risk assessment. Adult is defined as the employee and spouse (if applicable). In the event only one adult in a two adult household participates, the rebate will be reduced by 50%. For example, for the 2010-11 school year, if one adult in a two adult family did not participate, the rebate would be \$125.

In event two persons or full family coverage is selected but the employee is the only adult in the family, the employee will be eligible for the two persons/full family partial rebate for participating in the health risk assessment.

(4) Cash in Lieu of Health Insurance

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

b. 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 \$40,000 upon death with a provision for double indemnity in the event of accidental death.

c. 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.

d. Dependent Life Insurance

Each staff member will have the option to purchase life insurance for their spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.

e. 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.

f. 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.

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

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

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

- (a) Up to thirty (30) work days at 75% of the individual's current wages;
 - (b) Up to an additional 210 work days at 60% of the individual's current wages.
 - (2) 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.
 - (3) 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.
- h. Long-Term Disability
- (1) **Benefit**
Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$1,500.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.
 - (2) **Offset**
The amount received from the insurance company will be reduced by any primary remuneration received 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.
 - (3) **Separation from Employment**
On the date an employee commences long-term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within 6 months of the date of the commencement of the long-term disability leave, the employee will be given priority for placement in a vacant interpreter/intervener 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.

- i. Workers' Compensation (provided for all employees)

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.)

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.

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.

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.

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.

Separation from Employment

If an employee on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the employee's position will not be held open for the employee. However, if the employee is medically able to return within 18 months of the date of the commencement of the workers' compensation leave, the employee will be given priority for placement in a vacant interpreter/intervener position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the district's physician do not agree that the employee is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the employee, and this decision will be final. If the employee retires during this time period, this paragraph does not apply.

If the employee does not return to work within 18 months of the date of the commencement of the leave, the employee will be separated for employment with Bloomfield Hills Schools.

ARTICLE 9 - HEALTH

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

1. At the time of hiring, each individual shall provide a certificate from a physician showing that the individual is able to fulfill the assigned duties and that they are free from active tuberculosis and other communicable diseases.
2. As a condition of continued employment, if requested by the Board, each individual 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 Office.

3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE 10 - MILEAGE

A. Staff members required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the individual must submit a mileage sheet in accordance with the established district procedures.

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

C. Mileage is payable as follows:

1. Mileage will not be paid for travel to the employee's assigned building.
2. Employees will be paid for required travel between buildings during the school day.
3. Mileage will be paid for out-of-district assignments from the school to the assignment and return to school. However, if the employee returns to a location other than school (such as home) then the mileage will be paid to whatever destination has less mileage.
4. When an employee leaves from school to interpret at an in-district supplemental assignment, no mileage is paid.
5. Employees cannot be paid for "supplemental time" and mileage at the same time. (See Article 11(D) – Extended Day Provisions).
6. If the employee is able to ride the bus or take district provided transportation, the employee will not be paid mileage. Exception: If the employee is not required to remain at the event for the purpose of providing interpreting/intervener services, the employee may elect to provide their own transportation and will receive mileage. If there is a dispute about the necessity of remaining at the event, the Supervisor of the Deaf and Hard of Hearing program will make the determination.

D. Mileage on non-school days in and out of district assignments:

1. The round trip daily commute mileage from home to work must be subtracted from daily round trip miles driven for that day excluding personal mileage.*
2. A Mapquest map from the employee's home to the building site and a Mapquest map for the round trip mileage to the assignment site may also be required.

3. A Mileage Log must also be submitted (available in Shared Forms Folder)
 - i. For example: Round trip mileage from the employee's home to
 - ii. work is 30 miles. Round trip mileage for the day, less any personal miles, is
 - iii. 35 miles. The reimbursable mileage is 5 miles.

4. If the mileage to the assignment site from home is less than the daily commute, no reimbursement will be issued for mileage.

For example: Round trip mileage from the employee's home to work is 30 miles. Round trip mileage for the day, less any personal miles, is 25 miles. No reimbursement will be issued.

*Personal mileage includes running errands, going out for lunch, etc.

ARTICLE 11 - WAGES

A. Salary

1. Interpreter Wage Schedule

STEP	Minimum	*QA3/AA/ 60 credit hours	BEI/RID/ NAD/BA	1 EIPA	2 EIPA
0	\$15.85	\$16.85	\$17.25	\$19.00	\$21.00
1	\$16.64	\$17.69	\$18.11	\$19.95	\$22.05
2	\$17.47	\$18.58	\$19.02	\$20.95	\$23.15
3	\$18.35	\$19.51	\$19.97	\$21.99	\$24.31
4	\$19.27	\$20.48	\$20.97	\$23.09	\$25.53
5	\$20.23	\$21.51	\$22.02	\$24.25	\$26.80
6	\$21.24	\$22.58	\$23.12	\$25.46	\$28.14
7	\$21.88	\$23.26	\$23.81	\$26.23	\$28.99
8	\$22.53	\$23.96	\$24.52	\$27.01	\$29.86
9	\$23.21	\$24.67	\$25.26	\$27.82	\$30.75
10	\$23.79	\$25.29	\$25.89	\$28.52	\$31.52
11	\$24.39	\$25.92	\$26.54	\$29.23	\$32.31
12	\$24.99	\$26.57	\$27.20	\$29.96	\$33.12
13	\$25.62	\$27.24	\$27.88	\$30.71	\$33.94
14	\$26.26	\$27.92	\$28.58	\$31.48	\$34.79
15	\$26.92	\$28.61	\$29.29	\$32.27	\$35.66

*QA3/AA is being phased out by the Michigan Department of Education and the Division of Deaf & Hard of Hearing. When the State rules are implemented, interpreters without the State required certification will no longer be eligible for employment.

2. Intervener Wage Schedule

STEP	Minimum
0	\$15.85
1	\$16.64
2	\$17.47
3	\$18.35
4	\$19.27
5	\$20.23
6	\$21.24
7	\$21.88
8	\$22.53
9	\$23.21
10	\$23.79
11	\$24.39
12	\$24.99
13	\$25.62
14	\$26.26
15	\$26.92

B. Increments and Experience Credit

1. Salary schedule progress will be initiated on July 1 of each school year; however, if the hire date is on or after March 2, a step increment will be given July 1st of the following year.
2. Up to three (3) years maximum credit for outside work experience may be given. In-district experience may be granted for up to five (5) years.
3. Additional Education Pay: Upon proper documentation, interpreters may receive one of the following additional education pay increments as reflected on the wage schedule:
 - a. QA III (Quality Assurance), an Associates Degree, or 60 semester hours with a C average or better.

- b. A Bachelors Degree from an accredited institution of higher learning; employees who complete full Registry of Interpreters of the Deaf (RID), and National Association of the Deaf (NAD).
- c. Educational Interpreter Performance Assessment (EIPA) certification with a score of 4.0 or above. An employee is eligible for the EIPA-1 wage step if he/she has one EIPA certification (elementary or secondary). The employee is eligible for the EIPA-2 wage step if he/she obtains the other EIPA certification (either elementary or secondary).

In order to receive additional education pay, an interpreter shall submit their request in writing to the Assistant Superintendent for Human Resources and Labor Relations along with transcripts or documents (satisfactory to the Assistant Superintendent for Human Resources and Labor Relations) that the QA III, Associates Degree, 60 semester hours, Bachelors Degree, RID/NAD have been completed. For the RID/NAD, full certification must be completed (i.e. passing both the written and performance tests). An interpreter is entitled to one additional pay increment; the increments are not cumulative.

- 4. Pay Differential for Interpreter Coordinator and Lead Interpreter: A differential of \$1.50 per hour will be paid to the individual designated as interpreter coordinator and a differential of 50 cents per hour will be paid to the building lead interpreter.

These positions will be subject to annual appointment as determined by the supervisor of the hearing impaired program. A posting announcing a vacancy in the above positions will be provided to each interpreter.

- 5. The Senior All Night Party will be paid at double time.

C. Supplemental Activities

Interpreters and Interveners will be paid at the rate of time and one-half for time worked in excess of 8 hours per day. The purpose of this provision is to provide compensation to interpreters and interveners who return to Bloomfield Hills Schools for after-school activities.

D. Work Schedule

Length of Work Year: Employees will be scheduled to work when students are in session. Inservice or other professional activities will be scheduled by the District for employees on non-student/teacher work days, but not on teacher record days, or on any days teachers are not required to report to work. Interpreters and Interveners are to plan the professional development in conjunction and with the approval of Deaf & Hard of Hearing Supervisor.

Working Hours: The daily schedule shall include an unpaid duty-free, one-half hour lunch period. Any modification in the daily schedule must have the approval of the appropriate administrator. Efforts will be made to provide forty-five (45) minutes of preparation time per full school day with students. However, if that time is not provided, the employee is not entitled to compensation for missed preparation time.

Extended Day Provisions: Staff members who are required to return or make a separate trip in order to provide services to a student, will be guaranteed pay for two (2) hours, or the actual hours worked if greater than two hours. If the supplemental starts within fifty-nine (59) minutes after the end of the regular work day, the staff member will be paid from the end of the regular work day through the end of the supplemental. If the supplemental starts one hour or more after the end of the regular work day, then the supplemental is subject to the two hour minimum payment requirement.

ARTICLE 12 - SENIORITY

A. Seniority Date

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

B. Loss of Seniority

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

1. The employee quits.
2. The employee is discharged.
3. The employee is absent without notice or approval for three (3) consecutive working days.
4. 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.
5. The employee is laid off for a period of time exceeding one year.
6. The employee does not return to work after a medical leave or workers' compensation leave within the time frame provided in Article 8(2)(h)(3) (long-term disability) and Article 8(2)(i) (workers' compensation).
7. The employee fails to maintain current State required qualifications.

C. Seniority (Leaves of Absence)

Staff, while on approved short term disability (Article (2)(g)) or child care (Article (6)(B)) leaves of absences shall accumulate seniority.

ARTICLE 13 - REDUCTION/RECALL

A. In the event there is a reduction in staff, administration will consider the following in determining which staff will be laid off:

1. Qualifications of the staff for existing or remaining positions (as determined by administration);
2. Job performance of the staff (as determined by administration);
3. Attendance (as determined by administration); and
4. Seniority

The administrative decision about which staff to lay off is final and is not subject to review under Article 15 - Problem Resolution. The Board reserves unto itself all management rights provided under Article 4 to determine the conditions under which employees will be laid off and recalled.

B. 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 (13)(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.

C. 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 14 - TUITION REIMBURSEMENT

Reimbursement for college tuition and State or National Certification such as RID/BEI/EIPA certification will be provided for those individuals required or approved to attend school, providing course work is completed with a grade of "B" or better and the Registry of Interpreters of the Deaf (RID) or Board of Evaluation of Interpreters (BEI) or Educational Interpreter Performance

Assessment (EIPA) is acquired. Reimbursement is subject to the course work being directly related to the individual's assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire bargaining unit will not exceed four thousand (\$4000).

Application and supporting information for tuition or RID/BEI (or Test for English Proficiency)/EIPA reimbursement shall be filed with the Human Resources Office by June 30 of each year. Contingent on the total reimbursement request, there may be a proration.

ARTICLE 15 - PROBLEM RESOLUTION

A. Concern To Be Processed Within 10 Working Days

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

B. Initial Presentation of Concern

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

C. If Decision Not Satisfactory, Written Concern Presented to Assistant Superintendent for Human Resources and Labor Relations Within 10 Working Days

If the decision is not satisfactory to the employee, the concern shall be reduced to writing and presented to the Assistant Superintendent for Human Resources and Labor Relations within ten (10) working days of the initial meeting. An answer in writing shall be provided within five (5) working days of receipt of the concern.

D. Decision of Assistant Superintendent for Human Resources and Labor Relations

The decision of the Assistant Superintendent for Human Resources and Labor Relations will be final in matters concerning oral and written reprimands, suspensions, other terms and conditions of employment, or interpretation of this agreement. If the decision of the Assistant Superintendent for Human Resources and Labor Relations is not satisfactory to the individual and the matter concerns a termination of employment an appeal may be made to the Superintendent, in accordance with Board of Education Policy 2400. The appeal must be made in writing within ten (10) working days of the decision of the Assistant Superintendent for Human Resources and Labor Relations.

ARTICLE 16 - VACATION

A. Vacation Earnings

Employees will earn vacation in one year for use in the following year.

Regular full time employees (32.5 hours per week) will earn up to ten (10) paid vacation days per year.

Earned vacation may be used during the winter, mid-winter or spring recess, or other non-student (unpaid) days for eligible staff. Vacation request forms must be completed and are available from the Human Resources Department.

Those individuals who have not completed a full year will have paid vacation days prorated based on the portion of the year actually worked. Upon termination, with timely notice of at least one week, unused vacation earned to date will be paid.

B. Additional vacation days for perfect attendance

As an incentive for perfect attendance, employees who are present every day during one or both of the following time periods will earn an additional vacation day for each time period he/she has perfect attendance. The time periods are the first reporting day in August to December 31 and January 1 to the end of school year in June. Days taken for funeral leave, snow days, if the building is closed, for approved days taken without pay or for approved days for job required testing in accordance with Article 5(C)(6) will not be counted against the employee for determining eligibility for the additional days.

A maximum of two (2) days will be added to the vacation day payment at the close of the school year. An employee must have worked the full six-month period to be eligible for the additional vacation day incentive.

ARTICLE 17 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

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

C. Emergency Manager Legislation (NEW)

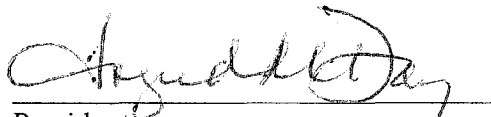
An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

ARTICLE 18 - DURATION OF AGREEMENT

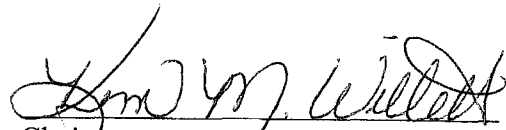
This Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect until June 30, 2013. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing in the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

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

This Agreement was ratified by the Bloomfield Hills Association of Interpreters and Interveners on May 3, 2011, and approved by the Bloomfield Hills Schools Board of Education on May 19, 2011.



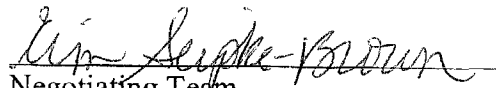
President



Chairperson



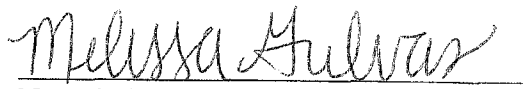
Vice President



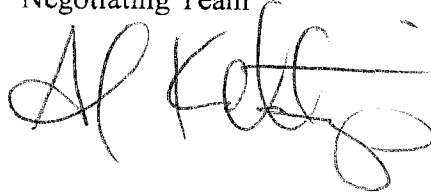
Negotiating Team



Superintendent



Negotiating Team



APPENDIX

1. APPENDIX A Group Enrollment & Coverage Agreement
2. APPENDIX BDescription of Health/Prescription/Dental/Vision Benefits
3. APPENDIX C Family and Medical Leave Act Procedures
4. APPENDIX D..... Guidelines for Posting Vacancies & Transfer Requests/
Interpreter Transfer Request



**Blue Cross
Blue Shield
of Michigan**

Independent licensees of the Blue Cross
Blue Shield Association

Group Enrollment & Coverage Agreement

Federal Tax ID Number: 386003046

Part C - Coverage Selection

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED	Customer ID: 112357
Group(s) Covered: 67201-662	
Certificate/Rider Options:	Benefit Requested Date: November 1, 2011

MEDICAL/SURG.

Package: Non-Standard PPO Med/Surg

Certificates/Riders

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

ASC3696 ✓	BMT ✓	CB-MHP-2 ✓	CI ✓	CUSTCB ✓
ECIP ✓	GCP-D ✓	GLE-1 ✓	GPC-SAT-2 ✓	GPC-SAT-MHP2 ✓
HCR-MS-PCB ✓	HCR-MS-PCB OPT 2 ✓	HCR-PCB-2 ✓	PCD ✓	SD ✓
SOCT ✓	TBHD ✓			

PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders

Preferred Rx Plan Certificate

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

DENTAL

Package: Non-Standard Dental - Freestanding

Certificates/Riders

SEE ATTACHED

VISION

Package: Non-Standard Vision - Freestanding

Certificates/Riders

Series A80

ASC939

SELECTED PACKAGES & OPTIONAL RIDERS

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

Coordination of Benefits: COB1 - Pursue & Pay Aggressive Coordination of Benefits Form must be attached

Funded Account Program: Maintain Cancel - attach group letter

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

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

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

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

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

Christine Barnett

Date: 5/23/11

Signature of BCBSM Rep:

Date: _____

Signature of Agent:

Date: _____

Signature of Underwriter/Group Administration:

Date: _____

Part C October 1, 2009 Distribution: Underwriting Sales Office 1 Sales Office 2 Membership & Billing



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

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	MEDICAL/SURG.		
Certificate	OPTION 2 (65OPT2)	6502	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare.
Blue Cross Complementary Group Benefit Certificate 2			
Rider	ASC3696	118A	Company: Bloomfield Hills Board of Education Group/Suffix: 67201-660,662,663,664,665,666,669
ASC Plan Mod 3696			
Rider	BMT	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
Bone Marrow Transplants			
Rider	CB-MHP-2	429B	Eliminates the benefit maximums that apply exclusively to mental health care and substance abuse treatment benefits. Adds two separate copay maximums for mental health and substance abuse copays: one for in-network services and another for out-of-network services. The amount of the separate copay maximums will be equal to the copay maximums that apply to all other in-network and out-of-network services. All mental health and substance abuse procedures, including inpatient and outpatient treatment, will be subject to the same deductibles, copays, dollar maximums and benefit limits that apply to all other medical services. Note: This rider applies to groups with 51 or more employees (including seasonal and part-time) that are subject to the new MHP law requirements.
Community Blue - Mental Health Parity			
Certificate	CBPPO1	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement. In-network, members have a \$10 copay for select office services, a \$50 copay for emergency room visits and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member, \$500 family deductible, a 20% out-of-network copay, a \$50 copay for emergency room and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. Preventive care is not covered out-of-network.
Community Blue Group Benefits Certificate			
Rider	CI	5315	Adds benefits for contraceptive injections as part of your medical-surgical coverage.
Contraceptive Injections			
	CUSTCB	8718	
Rider	ECIP	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Extended Coverage for Inpatient Psychologists' Services			



An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 05/20/2011

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

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
Rider Extended Days	GCP-D (GCPD)	2014	Increases maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Rider General Limitations and Exclusions	GLE-1 (GLE1)	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider Group Complementary Substance Abuse Treatment - Mental Health Parity	GPC-SAT-MHP2 (GPCMHP)	472B	All benefit maximums specifically for substance abuse treatment are removed from your certificate and/or related riders. These services are subject to the same benefit limits that exist in your certificate for all other hospital-medical-surgical services. The state-mandated minimum for substance abuse is removed.
Rider Substance Abuse Treatment Program Benefits	GPC-SAT-2 (GPCSAT2)	4087	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Rider HEALTH CARE REFORM – MEDICARE SUPPLEMENTAL – PREVENTIVE CARE BENEFITS	HCR-MS-PCB (HCRMS1)	312D	The “Medicare Complementary Coverage” or “Blue Shield Complementary Coverage” section of your certificate is amended to add the following subsection: Preventive Care Services and Immunizations This rider expands the supplemental coverage under your certificate to add facility and professional benefits for preventive care services and immunizations that are mandated by the Patient Protection and Affordable Care Act (PPACA) at the time they are performed. The following will apply: <ul style="list-style-type: none"> • We will pay 100 percent of our approved amount, not subject to any deductible or coinsurance requirements, for the preventive care services and immunizations mandated by PPACA at the time the services are performed, even if the PPACA-mandated benefit is not covered under the Medicare Program. • If the mandated benefit is covered under Medicare, we will continue to provide you with the supplemental benefit provisions of your certificate. NOTE: For a list of the preventive care services and immunizations mandated by PPACA, you may go to the following website: www.bcbsm.com . You may also call BCBSM customer service. Telephone numbers are listed in your certificate.
Rider HEALTH CARE REFORM – MEDICARE SUPPLEMENTAL – PREVENTIVE CARE BENEFITS	HCR-MS-PCB OPT 2 (HCRMS2)	312D	The “Medicare Complementary Coverage” or “Blue Shield Complementary Coverage” section of your certificate is amended to add the following subsection: Preventive Care Services and Immunizations This rider expands the supplemental coverage under your



An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 05/20/2011

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

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
			<p>certificate to add facility and professional benefits for preventive care services and immunizations that are mandated by the Patient Protection and Affordable Care Act (PPACA) at the time they are performed. The following will apply:</p> <ul style="list-style-type: none"> • We will pay 100 percent of our approved amount, not subject to any deductible or coinsurance requirements, for the preventive care services and immunizations mandated by PPACA at the time the services are performed, even if the PPACA-mandated benefit is not covered under the Medicare Program. • If the mandated benefit is covered under Medicare, we will continue to provide you with the supplemental benefit provisions of your certificate. <p>NOTE: For a list of the preventive care services and immunizations mandated by PPACA, you may go to the following website: www.bcbsm.com. You may also call BCBSM customer service. Telephone numbers are listed in your certificate.</p>
Rider	HCR-PCB-2 (HCRPCB) preventive care plus annual benefit maximum	772C	Adds coverage for additional preventive care benefits as required under the Patient Protection and Affordable Care Act (PPACA).
Certificate	OPTION 1 (OPT1) Blue Shield Complementary Option 1	0738	Works with group health care programs to supplement Medicare Part B (professional) benefits. Covers the Medicare Part B deductible, 20% coinsurance for general services, and 50% coinsurance for outpatient mental health care.
Rider	PCD Prescribed Contraceptive Devices	9973	<p>Adds benefits for physician-prescribed contraceptive devices such as diaphragms and intrauterine devices as part of your medical-surgical coverage.</p> <p>Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.</p>
Rider	SD Sponsored Dependent	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.
Rider	SOCT Specified Oncology Clinical Trials	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider	TBHD Temporary Benefits Due to Hospital Departicipation	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.



An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 05/20/2011

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	<u>PRESCRIP. DRUG</u>		
Rider	MOPD	3948	Provides benefits for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by mail order vendor approved by Blue Cross Blue Shield. Member pays only one copay for each 90-day prescription or refill. Note: This rider is only compatible with fixed dollar copay riders.
Mail Order Prescription Drugs			
Rider	PD-CM	5138	Adds benefits for contraceptive medications requiring a prescription, subject to the same copay as other prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Contraceptive Medications			
Rider	PD-PT (PDPT)	404B	Adds a preferred therapy program. Note: The Preferred Therapy Program is a process of deciding if a less costly drug is available for initial prescriptions. With preferred therapy, claims for prescription drugs that do not meet the preferred therapy criteria require demonstrated use of one of the generic products on the Preferred List. Note: This rider is not compatible with Rider RXP.
Preferred Therapy			
Certificate	PDRX	3607	Provides benefits for most federal legend drugs, state-controlled drugs, injectable insulin, and needles and syringes for insulin and chemotherapy, payable at 100% of the Blue Cross Blue Shield-approved amount, less the member's copay when obtained from a Preferred Rx network provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.
Preferred Rx Plan Certificate			
Rider	\$10/\$20/\$40 (TTC102040)	2116	Imposes a triple-tier member copay as follows: o Tier 1 - A \$10 copay for all generic drugs o Tier 2 - A \$20 copay for preferred brand-name drugs (preferred brand-name drugs are brand-name drugs on BCBSM's Custom Formulary listing) o Tier 3 - A \$40 copay for nonpreferred brand-name drugs (nonpreferred brand-name drugs are brand-name drugs that are NOT in BCBSM's Custom Formulary listing) When a member obtains a brand name drug (preferred or non-preferred), the copay for Tier 2 or 3 still applies even if the prescription indicates DAW or the brand name medication has no generic equivalent. MAC may also apply if the member's Plan includes a MAC program.
Triple Tier Copay			
			Co-Branded Formulary Drugs BCBSM will pay the approved amount for the preferred co-branded drug after deducting the member's copay. However, if a prescription is filled with a nonpreferred, co-branded drug, the member is responsible for the full cost of the drug unless the prescribing physician requests and obtains authorization for the nonpreferred drug from BCBSM's Pharmacy Services Department. If authorization is not obtained, BCBSM will not pay for these nonpreferred co-branded drugs. Available for the Preferred Rx and Traditional Rx prescription



**Blue Cross
Blue Shield**
of Michigan

An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 05/20/2011

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
			drug card programs, for ERS and ASC groups.



**Blue Cross
Blue Shield**
of Michigan

An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 05/20/2011

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>DENTAL</u>		
Rider	SEE ATTACHED (Attached)	9999	
See Attached - Flex Dental Agreement Attached			



**BLUE CROSS BLUE SHIELD OF MICHIGAN
DENTAL OPTIONS GROUP BENEFIT CERTIFICATE
SCHEDULE OF BENEFITS FOR
Bloomfield Hills Bd. of Education 67201/662,666
PK16**

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

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

Dental Packages for Experience Rated and ASC Accounts:

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

Additional Plans: Select One from Each Column:	Copay:	Annual Maximum:	Orthodontic:	Membership:
<input type="checkbox"/> Traditional Plus, DO-PPO	<input type="checkbox"/> DO-CR-1	<input type="checkbox"/> DO-AM 1000	<input type="checkbox"/> DO-OS1000	<input type="checkbox"/> CDC-FC
<input type="checkbox"/> Exclusive Dental, DO-PPO-XNP	<input type="checkbox"/> DO-CR-2	<input type="checkbox"/> DO-AM 1200	<input type="checkbox"/> DO-OS1500	<input type="checkbox"/> CDC-DC
<input type="checkbox"/> Freestanding	<input type="checkbox"/> DO-CR-3	<input type="checkbox"/> DO-AM 1500	<input type="checkbox"/> DO-EOS	
	<input type="checkbox"/> DO-CR-4			

Select One from Each Column:	Copay		Annual Maximum:	Orthodontic:	Membership:
<input type="checkbox"/> Community Dental, DO-PPO	<input type="checkbox"/> DO-IN/ON-1	<input type="checkbox"/> DO-IN/ON-5	<input type="checkbox"/> DO-AM 1000	<input type="checkbox"/> DO-OS1000	<input type="checkbox"/> CDC-FC
<input type="checkbox"/> Exclusive Dental, DO-PPO-XNP	<input type="checkbox"/> DO-IN/ON-2	<input type="checkbox"/> DO-IN/ON-6	<input type="checkbox"/> DO-AM 1200	<input type="checkbox"/> DO-OS1500	<input type="checkbox"/> CDC-DC
<input type="checkbox"/> Freestanding	<input type="checkbox"/> DO-IN/ON-3	<input type="checkbox"/> DO-IN/ON-7	<input type="checkbox"/> DO-AM 1500	<input type="checkbox"/> DO-EOS	
	<input type="checkbox"/> DO-IN/ON-4				

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

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

Instructions:	<input checked="" type="checkbox"/> Traditional Plus (PK) <input type="checkbox"/> Exclusive (BK) <input type="checkbox"/> Freestanding	<input type="checkbox"/> Community Dental (CK) <input type="checkbox"/> Freestanding
Enter Copay Amount for:	Class I Services: 10% Class II Services: 25% Class III Services: 40% Class IV Services: NA	_____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel
Enter Annual Maximum \$ Amount for Class I, II, III: Enter Lifetime Maximum \$ Amount for Class IV:	\$1,000 NA	
Enter Deductible Amount for:	_____ Class I, II III _____ Class II, III _____ Class III	
Enter Deductible Amount per contract year:	_____ Per Member _____ Per Contract Year	
Deductible Credits Apply:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Move X-Rays to Class II <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Move Crowns to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Move Dentures to Class II <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Membership Riders	<input type="checkbox"/> CDC-FC <input checked="" type="checkbox"/> CDC-DC	

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

Signature of Group Executive: _____ Date: 5/23/11
 Signature of BCBSM Rep: _____ Date: _____
 Signature of Agent: _____ Date: _____
 Signature of Underwriter/Group Administration: _____ Date: _____

040107DNT Distribution: Underwriting Sales Office 1 Sales Office 2 Membership & Billing



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

List of Groups: 67201-662

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	VISION		
	ASC939	6016	
Certificate Series A80	VCA-80 (VCA80)	4770	Adds coverage for vision care benefits once every 24 months. Services received from participating providers are paid at 100% of the Blue Cross Blue Shield-approved amount, minus the following member copays: o Vision testing exams - \$5 copay o Frames and lenses or Contact lenses - \$7.50 copay

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

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

1. PURPOSE

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

3. **GENERAL**

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

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

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

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

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

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

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

4. NOTICE

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

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

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

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

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

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

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

5. **SUBSTITUTION OF PAID LEAVE TIME**

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

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

6. MEDICAL CERTIFICATION

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

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

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

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

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

8. BENEFITS

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

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

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

9. **RETURN TO WORK**

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

B. **Periods Near the Conclusion of an Academic Term**

1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.
2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.
3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.

C. ***Fitness-for-Duty Certification.*** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. **KEY EMPLOYEES**

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

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

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

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

11. FAILURE TO RETURN FROM LEAVE

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

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

Date Adopted: April 24, 2009

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

Guidelines for Posting of Vacancies and Transfer Requests

Under Article 6 of this contract, the Board of Education has retained the exclusive right to hire all employees, determine their qualifications and the conditions for their continued employment, and to promote and transfer all such employees. These guidelines do not supercede or infringe upon that right.

The following are guidelines for posting of vacancies and transfer requests. The guidelines are not part of the collective bargaining agreement between the parties and may be modified at the discretion of the Board of Education.

Posting:

Vacant interpreter positions that occur during the school year will be posted for five work days. However, vacancies that occur between July 15 and September 15 are not required to be posted. An interpreter who would like to be considered for the posted position may apply in writing to both the Personnel Office and the Supervisor of the Deaf and Hard of Hearing Program.

Voluntary Transfer Requests:

An Interpreter may initiate a voluntary transfer request by completing an *Interpreter Transfer Request* form. Transfer requests become void on the last working day in August, or at a time a response is received by the applicant concerning the transfer. An interview to discuss the transfer may be scheduled by the Supervisor of the Deaf and Hard of Hearing Program. If the interpreter and the Supervisor of the Deaf and Hard of Hearing Program are in favor of the transfer, the transfer will take place. If there is no agreement, then the decision of the Director of Special Education shall be final.

Criteria for Filling Vacancies/Transfer Requests:

The Supervisor of the Deaf and Hard of Hearing Program may take the following into consideration when filling vacancies and responding to transfer requests. However, the Supervisor of the Deaf and Hard of Hearing Program retains the exclusive right to make decisions concerning filling vacancies and transfer requests:

Appendix D-2

- Recommendations of interview committees (if any)
- Building needs
- Skills to match student needs
- Interpreter requests
- Establishing workable teams in each building
- Concerns/complaints from staff, administration, parents
- Seniority
- Punctuality/attendance
- Satisfactory work record

Special Positions:

- The coordinator position will be posted
- Lead interpreter positions will not be posted, but interpreters will be advised of lead interpreter vacancies by e-mail or telefax.

Involuntary Transfers:

The Supervisor of the Deaf and Hard of Hearing program may place interpreters in different assignments within the same building by notifying the Assistant Superintendent for Personnel of the changed assignment. An interpreter may be transferred to another building after discussion of the proposed change by the Supervisor of the Deaf and Hard of Hearing Program with the affected interpreter. If the interpreter objects to the reassignment, the interpreter may request that the reassignment be reviewed by the Supervisor of the Deaf and Hard of Hearing Program, an interpreter support person (member of bargaining group) and the Director of Special Education or Assistant Superintendent for Personnel. However, the Supervisor of the Deaf and Hard of Hearing Program retains the right to make the final decision.



INTERPRETER TRANSFER REQUEST

Complete the information requested below and forward the Interpreter Request form to the Human Resources Office.

Name: _____

Current Position:	_____	_____
	Title	Building
		Hours per week

Position Desired:	_____	_____
	Title	Building
		Hours per Week

Comments: _____

Interpreter Signature

Date

**Supervisor of Deaf & Hard of Hearing
Signature**

Date

CONTRACT INDEX

Addendum to Contract (24)
Additional Education Pay (19), (20)
Benefit Eligibility (8)
Bereavement (2), (3)
Blue Cross/Blue Shield (9), (11)

Cafeteria Benefit Plan (8), (9)
Conformity to Law (25)

Dental (9), (10), (11), (13)
Duplication of Insurance (8)
Duration of Agreement (26)

Experience Credit (19)
Extended Day Provisions (21)

Family and Medical Leave Act (2), (3), (5), (6)

Health and Safety (16)
Holidays (7)

Inclement Weather Days (5)
Insurance Benefits (8)

Jury Duty (4), (5)

Leave Bank (3), (13)
Leave Day Provisions (3)
Leave Days (2), (3), (4), (5), (7), (13), (14), (15)
Leaves of Absence (4), (5), (6), (7), (22)
Length of Work Year (20)
Life Insurance (9), (11), (13)
Long-Term Disability (9), (11), (14), (16), (21)

Management Rights (1), (22)
Mileage (17), (18)
Military Leave (6)

Personal Illness (2), (3)
Personal Leave (3)
Problem Resolution (22), (23)

Reduction in Staff (22)
Representation (1)
Return from Leave (6), (7), (14)

Salary Continuation (4), (9), (11), (13)
Special Leave (3)

Tuition Reimbursement (22)

Use of Leave Days (2)

Vacation (3), (7), (24)
Vision (9), (11)

Wages (1), (14), (18)
Wage Schedule (18)
Work Schedule (20)
Workers' Compensation (15), (16), (21)
Working Hours (21)