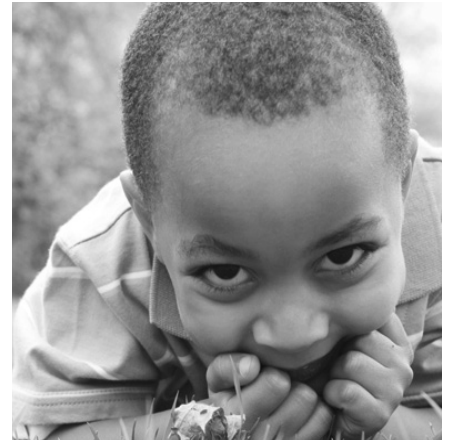


Paraeducator Agreement

August 1, 2008 through July 31, 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.

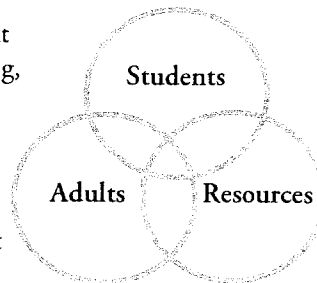
Adults

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
Union Representatives	1
Carrying out Investigation, Initiation and Presentation of Grievances.....	1
ARTICLE 4 – UNION SECURITY AND DUES CHECK-OFF	1
Union Security	1
Dues Deduction	2
ARTICLE 5 – EMPLOYEE RIGHTS.....	2
Legal Obligations.....	2
Nondiscrimination	3
Personnel File.....	3
ARTICLE 6 – MANAGEMENT RIGHTS.....	3
Reservation of Rights	3
Exercise of Rights.....	3
ARTICLE 7 – UNION RIGHTS	4
Bulletin Boards and School Mails	4
Use of Facilities and Equipment	4
Information.....	4
ARTICLE 8 – SENIORITY	4
Seniority	4
Seniority List.....	4
Probationary Period.....	4
Loss of Seniority	5
Seniority (Leaves of Absence).....	5
ARTICLE 9 – REDUCTION/RECALL/POSTING	5
Least Senior Employee	5
Fourteen Days Notice of Lay-off	6
Initiation of Reduction in Staff.....	6
Change of Address.....	6
Posting of Vacancies	6
Number of Hours Worked May Vary	7
ARTICLE 10 – GRIEVANCE PROCEDURE	7
Procedure	7
Individual Grievances	9
Monetary Awards.....	9

ARTICLE 11 – TRANSFER AND ASSIGNMENT	9
Transfer	9
Assignment.....	9
Involuntary Reassignments (Permanent)	9
ARTICLE 12 – DISCHARGE AND DISCIPLINE	9
Notice of Discharge or Suspension	9
Discussion of Discharge or Suspension	9
Appeal of Discharge or Suspension	10
ARTICLE 13 – SPECIAL CONFERENCES.....	10
ARTICLE 14 – WORKING HOURS/WELCOME BACK DAY ACTIVITIES.....	10
Shift Hours.....	10
Additional Days.....	10
Overtime	11
Welcome Back Day Activities	11
Professional Development.....	11
ARTICLE 15 – COMPENSABLE LEAVE DAYS.....	12
Definition	12
Accumulation	12
Use of Leave Days	12
Use of Accumulated Leave Bank.....	13
Leave Day Provisions.....	13
Maternity Leave	14
Jury Duty	14
Inclement Weather Days	14
ARTICLE 16 – LEAVES OF ABSENCE (noncompensable).....	15
Family and Medical Leave Act.....	15
Child Care Leave.....	15
Military Leave	16
Leave for Union Business.....	16
Conditions for Return from Leave.....	16
ARTICLE 17 – HOLIDAYS	17
ARTICLE 18 – INSURANCE BENEFITS.....	18
Benefit Eligibility	18
Duplication of Insurance	18
Cafeteria Benefit Plan – <i>Educated Choices</i>	19
Medical/Hospitalization	19
Dental Care	20
Vision.....	21
Life Insurance	21
Short Term Disability	21

Long Term Disability	22
Flexible Spending Account	23
Worker's Disability Compensation	23
ARTICLE 19 – HEALTH	24
ARTICLE 20 – RATES FOR NEW JOBS	24
ARTICLE 21 – DEFINITIONS	24
Temporary Employees	24
Substitute Employees	25
ARTICLE 22 – MILEAGE	25
ARTICLE 23 – WAGES	26
Salary	26
Longevity	28
Increments and Experience Credits	28
Additional Education Pay	28
Tuition Reimbursement	28
Substitute Teaching	28
ARTICLE 24 – EFFECT OF AGREEMENT	29
Addendum to Contract	29
Conformity to Law	29
ARTICLE 25 – DURATION OF AGREEMENT	29
APPENDIX	
INDEX	

ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 15TH day of July 2010 by the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Paraeducators (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION

In accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of this Agreement for employees of the School Board included in the Bargaining Unit described below:

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

ARTICLE 3 - REPRESENTATION

A. Officer Notification

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

B. Union Representatives

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

C. Carrying Out Investigation, Initiation and Presentation of Grievances

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

ARTICLE 4 - UNION SECURITY AND DUES CHECK OFF

A. Union Security

1. All current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining unit, within 10 days after the 30th day of employment shall be given the opportunity to voluntarily elect whether to join the Union or to refrain from joining.

2. As a condition of employment, all employees shall either become a member of the Union and pay dues, or shall pay a service charge equal to the amount of the periodic dues required by a member of the union, which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to contributions to Political Action Committees. Such contributions, through a payroll deduction, require voluntary authorization as required by the Michigan Campaign Finance Act. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.
3. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act: Act 379, of the Michigan Public Acts of 1965 as amended from time to time.

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

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

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

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

B. Dues Deduction

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

ARTICLE 5 - EMPLOYEE RIGHTS

A. Legal Obligations

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

B. Nondiscrimination

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

C. Personnel File

1. Review of File

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

2. Response to Adverse Inclusions

Information included in the file will be in compliance with current legal standards. In the event of adverse inclusions, the employee may submit a written response concerning such inclusion, which will also be included in the file. The employee signature on file contents will confirm only that such has been reviewed by the employee.

ARTICLE 6 - MANAGEMENT RIGHTS

A. Reservation of Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion; and to promote and transfer all such employees;
3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

B. Exercise of Rights

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

ARTICLE 7 - UNION RIGHTS

A. Bulletin Boards and School Mails

Bulletin Board space and mail facilities in each building, including mail boxes, may be made available to the union for official business. The Board, however, shall not assume the responsibility of, or any liability for, notices posted or to be delivered for Union purposes. Notices posted shall not speak or suggest any adverse attitude or action toward anyone or the District.

B. Use of Facilities and Equipment

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

C. Information

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

ARTICLE 8 - SENIORITY

A. Seniority

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

B. Seniority List

1. The seniority list will include the names, job titles, classification and most recent date of hire of all employees entitled to seniority.
2. The Board will keep the seniority list up to date by providing the Union with a current copy in February and October of each fiscal year.

C. Probationary Period

1. The first 120 work days are probationary

The first 120 full work days of employment shall be probationary. During the first 60 full work days of employment, the employee shall have no temporary leave or other benefits, except holiday pay, per Article 17. If the employee is absent, the probationary period is extended by the number of days absent. Any other extension of the probationary period will be by mutual agreement of the Board and the Union.

2. Leave days and other benefits begin after 60 full work days
Leave days will be available upon the satisfactory completion of 60 full work days and may be used as provided in Article 15. Health, dental, vision, life insurance, short term disability (STD), and long term disability (LTD) will be effective for eligible probationary employees on the first day of the month after satisfactory completion of the 60 full work days.
3. Seniority Status
If the employee is continued in employment beyond the 120 day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee.
4. Union Representation
The Union shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged and such discharge shall not be grievable.

D. Loss of Seniority

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

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

E. Seniority (Leaves of Absence)

Employees, while on approved compensable leave days (Article 15), short term disability (Article 18(C)(3)(d)), or child care (Article 16(B)) leaves of absences, shall accumulate seniority.

ARTICLE 9 - REDUCTION/RECALL/POSTING

A. Least senior employee by category laid off first.

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

B. 14 days notice of lay-off

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

1. Recall

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

C. Initiation of reduction in staff

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

1. Retention based upon qualifications and then seniority

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

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

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

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

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

4. Category definitions

Category definitions are defined per Appendix A.

D. Provide employer with change of address in writing

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

E. Posting of vacancies

1. During the week immediately before and immediately after the beginning of the school year, vacancies shall be posted at each paraeducator work site for a period of three (3) working days. Vacancies, at times other than

the beginning of the school year, shall be posted at each paraeducator work site for a period of five (5) working days.

2. The administration is under no obligation to transfer paraeducators at any time other than the beginning of a school year.
- F. Number of hours worked may vary
- The number of hours a paraeducator is assigned to work may change (upward or downward) from year to year and during the school year.
- G. Any employee who leaves the bargaining unit for another position in the school district shall have their accrued paraeducator seniority frozen at the amount earned as of the last day worked in the bargaining unit. If the employee returns to the bargaining unit, the paraeducator seniority shall be reinstated. An employee does not accrue bargaining unit seniority unless employed in a position covered by this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. Procedure

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

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

1. Step One

The initial presentation of any grievance shall consist of an informal discussion between the employee and immediate supervisor. At the option of the employee, representatives of the Union (2) may participate in the discussion at Step One. Other Employer representatives (2) may also participate.

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

2. Step Two

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

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

3. Pre-arbitration

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

4. Step Three (Arbitration)

a. Referral to Arbitration

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

b. If Parties Unable to Agree on Arbitrator

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

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

The Arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall be final and binding upon the Employer, the Union, and the employee(s) involved.

d. Authority of Arbitrator

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

e. Fees and Expenses

1. The Arbitrator's fees and expenses shall be shared by the Employer and the Union equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

2. Unless otherwise agreed by the parties, if a scheduled arbitration is cancelled at the request of one party, the party requesting cancellation shall pay any of the arbitrator's fees and expenses associated with the cancellation.

B. Individual Grievances

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

C. Monetary Awards

If a grievance is sustained, the aggrieved party shall be paid for financial loss, as determined in the final disposition. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate and any wage settlement will be reduced by income earned from other sources.

ARTICLE 11 - TRANSFER AND ASSIGNMENT

A. Transfer

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

B. Assignment

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

C. Involuntary Reassignments (Permanent)

Involuntary reassignment shall not take place without prior discussion with the affected employee, in which any objections to the assignment by the employee shall be considered. If the employee objects to the reassignment, they shall have the right to a full review of the case by the Local President, BHOPPA's Executive Director, the Assistant Superintendent for Human Resources and Labor Relations and a second administrator.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Suspension

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

Disciplinary actions will be for cause.

B. Discussion of Discharge or Suspension

Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Union. The Board, likewise,

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

C. Appeal of Discharge or Suspension

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

ARTICLE 13 - SPECIAL CONFERENCES

A. "Special Conferences" are established

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

B. Arrangements for special conferences

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

C. Union may meet prior to special conferences

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

ARTICLE 14 - WORKING HOURS/WELCOME BACK DAY ACTIVITIES

A. Shift Hours

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

B. Additional Days

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

C. Overtime

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

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

D. Welcome Back Day Activities

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

E. Professional Development

1. The district shall provide a program of professional development opportunities for paraeducators each school year. The program will be held on Welcome Back Day during the term of this Agreement. If the district determines that no Welcome Back Day will be held, the professional development day will be scheduled on another day during the school year.
2. A minimum of six (6) hours of professional development will be provided. Paraeducators attending professional development will be paid at their regular hourly rate.
3. The Association will establish a committee to select topics for a professional development program for submission to the Assistant Superintendent for Human Resources and Labor Relations for approval. The administration may propose subjects to the committee and may send one or more representatives to meet with the committee.
4. The Union will organize and be responsible for professional development activities for paraeducators on Welcome Back Day, subject to the approval of the Assistant Superintendent for Human Resources and Labor Relations. The Union will also be responsible for verifying the attendance of employees at the professional development activities. The Assistant Superintendent for Human Resources and Labor Relations will assist the Union in organizing the professional development activities.
5. Professional development opportunities may include:
 - a) Participation in all professional development provided to the teaching staff regarding the implementation of new, revised or updated curriculum or technologies in the district
 - b) Student management

- c) Special Education
- d) Such further issues found appropriate by the parties

ARTICLE 15 - COMPENSABLE LEAVE DAYS

A. Definition

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

B. Accumulation

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

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

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

5 years through 10 years	40%
11 years through 20 years	60%
21 years through 30 years	70%
31 years, plus	80%

The value of the leave day is based on the number of regularly scheduled hours immediately preceding the payout.

C. Use of Leave Days

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

1. Personal Illness: Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that an employee may be required to provide a physician's certificate in cases of illness.

2. Family Illness: Bona Fide pressing need due to illness of an employee's spouse, children or parents.
3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Human Resources Department provided such additional leave days are available in the current or accumulated leave bank.

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

4. Personal Leave: Up to two (2) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Human Resources and Labor Relations.
5. Religious Holidays: Up to two (2) days per year from current leave days may be used for observance of religious holidays.

D. Use of Accumulated Leave Bank

1. Illness or Bereavement
The employee's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.
2. One Personal Leave Day From Bank
An employee may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.
3. Illness In the Family
Leave days for illness in the family may be used from the leave bank for serious illness of a family member.

E. Leave Day Provisions

1. Leave Days Not To Be Used For Personal Pleasure or Extended Vacations
Leave Days shall not be used for personal pleasure or to extend vacations. However, approved personal days are not subject to this prohibition. Abuse of temporary leave shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.
2. Interruption of Service
In the event that the service of an employee is interrupted by reason of discharge, termination, suspension, or leave, and said employee has utilized more leave days than have been accumulated on the monthly

basis, then the value of the excess paid-for leave days shall be deducted from last pay check due the employee at the time of interruption.

F. Maternity Leave

1. Notify Human Resources Department

The staff member, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the human resources manager in the Human Resources Department. The required personnel leave forms will then be forwarded to the employee. The employer and the physician must complete the required forms verifying the estimated date of confinement and the employee's ability to continue employment. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

2. Short Term Disability

Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation (short term disability) provisions in Article 18(C)(3)(d). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job.

G. Jury Duty

1. Notify Human Resources Office

Employees who are summoned for jury duty must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If the employee then reports for jury duty, the employee shall receive jury duty pay. On release from jury duty, if the employee has sixty (60) minutes or more remaining on the employee's regular shift, the employee shall report to work provided however, the employee's building administrator or supervisor may release the employee for the remainder of the work day. Jury duty pay is the regular daily wage for each day on which the individual reports for or performs jury duty and on which the employee would otherwise have been scheduled to work. Time spent on jury duty shall not be charged against leave days.

2. Jury Duty Pay

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

H. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this

official closing is announced on radio stations WJR (760 AM), WWJ (950 AM), WBFH (88.1 FM) and on WJBK (FOX 2), WXYZ (CHANNEL 7) and WDIV (CHANNEL 4) or through a program established by the administration, employees will not report for work.

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

ARTICLE 16 - LEAVES OF ABSENCE (noncompensable)

A. Family and Medical Leave Act

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 E to the contract contains the regulation applicable to FMLA leave.

B. Child Care Leave

1. Non-Paid Leave

Child care leave shall be considered a non-paid leave. The unpaid child care leave of absence will be granted for a maximum of one year (12 months). FMLA leave for the birth of a child or for placement of adoption or foster care must conclude within twelve (12) months of the birth or placement.

2. Return from Leave

An individual desiring to return from leave shall notify the Executive Manager of Human Resources and Payroll, in writing, and provide the appropriate personnel form approving the return to work and indicating that the employee is able to perform the functions of the position. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the individual is qualified.

3. Return from Leave Exceeding FMLA Eligibility Amount

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

4. Adoption or Paternity

In accordance with this section, a twelve (12) month unpaid leave of absence is available in cases of adoption or paternity. The leave of absence in such cases shall commence on the date of placement for adoption or birth of the child.

C. Military Leave

Reinstatement from Military Leave

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

A probationary employee who enters the Armed Forces and meets the foregoing requirement must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the Armed Forces.

D. Leave for Union Business

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

E. Conditions for Return from Leave

1. An employee released by a physician for return to work will be assigned to the first vacancy for which the individual is qualified. Should no vacant position exist, the employee will be considered as unassigned staff until a vacancy occurs.
2. The Board of Education reserves the right to have any employee returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations.
3. An employee who is on a leave of absence, and doesn't return upon the expiration of the leave, will be considered a termination.

ARTICLE 17 - HOLIDAYS

A. Eligibility for Holiday Pay

A maximum of nine (9) paid holidays per year will be granted to each employee. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the employee has received permission from the Superintendent or designee in advance, or is on a compensable leave as defined in Article 15 of this Agreement.

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

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

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

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

*Labor Day: To receive pay for Labor Day, the employee must "work" on Welcome Back Day. "Work" means attending all scheduled Welcome Back Day activities, any building activities directed or requested by his/her supervisor and professional development activities provided for paraeducators on Welcome Back Day. Any employee who attends part but not all of the scheduled activities will not receive holiday pay for Labor Day.

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

C. Employees not scheduled to work on the holiday

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

- 1. Employees Scheduled Less than Five Days**
Holiday pay for employees who are scheduled less than five days per week will be equal to their scheduled hours per day should the holiday fall on a day they are regularly scheduled to work.
- 2. Employees Not Normally Scheduled to Work on Day of Holiday**
Employees who are not normally scheduled on the working day on which the holiday falls will receive a holiday pay equal to the total hours they are regularly scheduled per week divided by five.

D. Floating Holiday

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

1. The day may only be taken at a time when school is not in session.
2. If the day is not utilized by June 30, it will not be carried over to the next school year and will be forfeited.
3. New employees shall be eligible for the floating holiday on the July 1 immediately following employment in the bargaining unit.
4. Requests to use the floating holiday shall be made in advance on Temporary Leave Request forms. When completing the form, the employees should note that the day is the floating holiday. Use of the day is subject to the approval of the immediate supervisor.

ARTICLE 18 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations

The Board shall provide a cafeteria benefit plan (*Educated Choices*) that includes coverages and benefits defined in this Article for eligible employees. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive benefits.

2. Commencement and duration of coverage

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

An employee will be eligible for insurance benefits upon satisfactory completion of sixty (60) full working days. The coverage for eligible employees shall be effective the first day of the month following completion of the sixty (60) full working days. Coverage shall remain in effect for the duration of this agreement as long as the paraeducator is actively employed by the Board. Benefits shall terminate at the end of the month in which the employee last works or exhausts Family and Medical Leave Act leave. Benefits also terminate when an employee commences long term disability leave or has been on worker disability compensation leave exceeding 1 year.

B. Duplication of Hospital/Medical Coverage Permitted While District is Self Insured

1. Duplication of hospitalization 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 hospitalization insurance plan.

2. If District Not Self Insured

In the event the District is no longer self insured, duplication of medical/hospitalization insurance will not be permitted. The Human Resources Department will notify employees, in writing, if the District is no longer self insured. In that event, employees shall not knowingly cause the Board to provide medical/hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Union shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

C. Cafeteria Benefit Plan - Educated Choices

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

1. Coverage For Paraeducators Who Work Thirty (30) or More Hours Per Week – August 1, 2005 thru October 31, 2010

For each paraeducator who works thirty (30) hours or more per week, the medical/hospitalization, dental and vision coverage provided in the August 1, 2005 thru July 31, 2008 contract will remain in effect through October 31, 2010.

2. Coverage for Paraeducators Who Work 30 or More Hours per Week – Effective November 1, 2010

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

(a) Medical/Hospitalization/Single, Two Person, Full Family

- Blue Cross/Blue Shield Community Blue PPO Plan 12/0% with a \$1000 (single)/\$2000 (two persons/full family) deductible per calendar year.
- Prescription co-pay of \$10 for generic drugs, \$20 for preferred brand drugs and \$40 for non-preferred brand drugs.
- A summary of the Blue Cross/Blue Shield Community Blue PPO Plan 12/0% is attached as Appendix D for informational purposes only. The Appendix is not a contract.

Contribution Toward Health Care

- a.(1) Effective November 1, 2011, each employee electing health insurance coverage shall make the following annual pre-tax contribution:

Single: \$250
Two persons or full family: \$1000

(2) Partial Rebate of Contributions toward Health Care

Effective November 1, 2011, 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/\$500 two persons or full family. 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 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. FORMS MUST BE RECEIVED NO LATER THAN AUGUST 2, 2011.

FOR THE 2012-13 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. FORMS MUST BE RECEIVED NO LATER THAN 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 2011-12 school year, if one adult in a two adult family did not participate, the rebate would be \$250.

In the 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.

(3) Cash in Lieu of Health Insurance

The Board will provide a Cash in Lieu of Health insurance option each year for those employees who are eligible for but do not elect the employer-provided hospital/medical coverage as follows: \$600 for single subscriber, \$800 for two person and \$1000 for full family subscribers.

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 schedule provided by the carrier and outlined in the *Educated Choices* Workbook. Employees may purchase, with pre-tax dollars, two person or full family dental coverage through the Cafeteria Benefit Plan.

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

c. Vision

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

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

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

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

a. Life Insurance: The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each employee. The life insurance policy shall pay the employee's designated beneficiary the sum of \$30,000 upon death with a provision for double indemnity in the event of accidental death.

b. Additional Life Insurance: Each staff member will have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period. (The ability to purchase additional life insurance with pre-tax dollars will remain in effect as long as the IRS permits such purchase).

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

d. Short Term Disability

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

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

(a) Up to thirty (30) work days at 75% of the employee's current wages;

(b) Up to an additional 210 work days at 60% of the employee's current wages.

(c) The amount received from the District will be reduced by any primary remuneration received, or for which the employee is

eligible, during the last 120 work days, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.

- (d) Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

e. Long-Term Disability

1. Benefit: Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the employee who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the employee returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the employee's regular salary divided by 12.
2. Offset: The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits or other such pensions.
3. Separation from Employment: On the date an employee commences long term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within one year of the date of the commencement of the long term disability leave, the employee will be given priority for placement in a vacant paraeducator position for which the employee is qualified. Seniority does not accrue during long term disability leave. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the district's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

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

3. Flexible Spending Account - Educated Choices

The option to enroll in a flexible spending account is available to every employee who is regularly scheduled to work 20 hours or more per week. In accordance with Internal Revenue Service regulations, any staff member who is eligible to receive cash payment in lieu of hospitalization insurance must enroll in the flexible spending account in order to receive this benefit.

a. Health Care Reimbursement Account

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

b. Dependent Care Reimbursement Account

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

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

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

b. No Leave Days Charged: It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

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

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

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

f. Separation from Employment: If an employee on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the employee's position will not be held open for the employee. However, if the employee is medically able to return to work within two years of the date of

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

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

ARTICLE 19 - HEALTH

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

1. At the time of hiring, each employee shall provide a certificate from a physician showing that the employee is able to fulfill the assigned duties and, if required by the Board, that they are free from active tuberculosis and other communicable diseases.
2. If required by the Board, as a condition of continued employment, each employee shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results. The results of the test must be filed with the Human Resources Department.
3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE 20 - RATES FOR NEW JOBS

The Board of Education will have the right to establish new positions in the bargaining unit as may be required. The employer and the union shall meet to negotiate wages, hours, terms and conditions of employment.

ARTICLE 21 - DEFINITIONS

A. Temporary Employees

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

(30) days and works a total of more than sixty (60) consecutive days, shall be considered to be a regular employee and shall be covered by the provisions of the Agreement.

B. Substitute Employees

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

ARTICLE 22 - MILEAGE

- A. Employees required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the employee must submit a mileage sheet in accordance with the established district procedures.
- B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage sheet shall be held by the employee until the end of the month in which fifty (50) miles have been accumulated.

ARTICLE 23 – WAGES

A. Salary

Paraprofessional Salary Schedule

9/21/2010

	0	1	2	3	4	5	6	8 Year Base	Longevity 8-10 yrs +.05	Longevity 11-15 yrs +.15	Longevity 16+ yrs +.35	
2007-2008 & 2008-2009 & 2009-2010												
No Degree	\$10.03	\$10.18	\$10.41	\$10.93	\$11.84	\$12.58	\$15.36	\$16.73	\$16.78	\$16.88	\$17.08	
Associates Degree	\$10.33	\$10.48	\$10.71	\$11.23	\$12.14	\$12.88	\$15.66	\$17.03	\$17.08	\$17.18	\$17.38	
Bachelors Degree	\$10.48	\$10.63	\$10.86	\$11.38	\$12.29	\$13.03	\$15.81	\$17.18	\$17.23	\$17.33	\$17.53	
2010-2011	1/2 % on schedule, 1% off schedule at step 8											
No Degree	\$10.08	\$10.23	\$10.46	\$10.98	\$11.90	\$12.64	\$15.44	\$16.81	\$16.86	\$16.96	\$17.16	
	1% OFF SCHEDULE RATE							\$16.98	\$17.03	\$17.13	\$17.33	
Associates Degree	\$10.38	\$10.53	\$10.76	\$11.28	\$12.20	\$12.94	\$15.74	\$17.12	\$17.17	\$17.27	\$17.47	
	1% OFF SCHEDULE RATE							\$17.29	\$17.34	\$17.44	\$17.64	
Bachelors Degree	\$10.53	\$10.68	\$10.91	\$11.43	\$12.35	\$13.09	\$15.89	\$17.27	\$17.32	\$17.42	\$17.62	
	1% OFF SCHEDULE RATE							\$17.44	\$17.49	\$17.59	\$17.79	

	0	1	2	3	4	5	6	8 Year Base	Longevity 8-10 yrs +.05	Longevity 11-15 yrs +.15	Longevity 16+ yrs +.35
2011-2012	1/2 % on schedule, 1% off schedule at step 8										
No Degree	\$10.13	\$10.28	\$10.51	\$11.04	\$11.96	\$12.71	\$15.51	\$16.90	\$16.95	\$17.05	\$17.25
	1% OFF SCHEDULE RATE							\$17.07	\$17.12	\$17.22	\$17.42
Associates Degree	\$10.43	\$10.58	\$10.81	\$11.34	\$12.26	\$13.01	\$15.81	\$17.20	\$17.25	\$17.35	\$17.55
	1% OFF SCHEDULE RATE							\$17.37	\$17.42	\$17.52	\$17.72
Bachelors Degree	\$10.58	\$10.73	\$10.96	\$11.49	\$12.41	\$13.16	\$15.96	\$17.35	\$17.40	\$17.50	\$17.70
	1% OFF SCHEDULE RATE							\$17.52	\$17.57	\$17.67	\$17.87

	0	1	2	3	4	5	6	8 Year Base	Longevity 8-10 yrs +.05	Longevity 11-15 yrs +.15	Longevity 16+ yrs +.35
2012-2013	1/2 % on schedule, 1% off schedule at step 8										
No Degree	\$10.18	\$10.33	\$10.57	\$11.09	\$12.02	\$12.77	\$15.59	\$16.98	\$17.03	\$17.13	\$17.33
	1% OFF SCHEDULE RATE							\$17.15	\$17.20	\$17.30	\$17.50
Associates Degree	\$10.48	\$10.63	\$10.87	\$11.39	\$12.32	\$13.07	\$15.89	\$17.29	\$17.34	\$17.44	\$17.64
	1% OFF SCHEDULE RATE							\$17.47	\$17.52	\$17.62	\$17.82
Bachelors Degree	\$10.63	\$10.78	\$11.02	\$11.54	\$12.47	\$13.22	\$16.04	\$17.44	\$17.49	\$17.59	\$17.79
	1% OFF SCHEDULE RATE							\$17.61	\$17.66	\$17.76	\$17.96

B. Longevity

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

Amount in addition to the 8-year base rate

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

C. Increments and Experience Credit

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

D. Additional Education Pay

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

E. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those individuals required or approved to attend school providing course work is completed with a grade of "B" or better. Reimbursement is subject to the course work being directly related to the individual's current assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire bargaining unit will not exceed two thousand dollars (\$2,000). Effective July 1, 2010, the total annual reimbursement for the entire bargaining unit will not exceed \$1000.

Application and supporting information for tuition reimbursement shall be filed with the Human Resources Department by June 30 of each year. Contingent on the total reimbursement requested, there may be a proration.

F. Substitute Teaching

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

ARTICLE 24 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2008 and shall continue in full force and effect until July 31, 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 until July 31, 2014, which extension shall be subject to the reopening and extension provisions set forth herein.

The parties reached a tentative Agreement on July 9, 2010. The Union ratified this agreement on July 15, 2010 and the Board of Education approved the agreement on July 15, 2010. (Note: due to an error in the draft salary schedules, the Union again ratified the Agreement on September 28, 2010.)

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

BLOOMFIELD HILLS
BOARD OF EDUCATION

By Ingrid M Day
Ingrid Day, President

By Kate Pettersen
Kate Pettersen, Secretary

By Robert Glass
Robert Glass, Superintendent

BLOOMFIELD HILLS
PARAEDUCATORS, MEA/NEA

By Debra Wakker Shoultz
President

By Cherie Honorato
Vice President

By John P. Muehl
Executive Director

APPENDIX

1. APPENDIX AStaffing Categories
2. APPENDIX BGroup Enrollment & Coverage Agreements
3. APPENDIX C Health Insurance Riders
3. APPENDIX DDescription of Health/Dental/Vision/Prescription Benefits
4. APPENDIX E Memorandum of Understanding
5. APPENDIX F..... Family Medical Leave Act Procedures

APPENDIX A

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

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

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

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

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



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: 67201-666	
Certificate/Rider Options:	Benefit Requested Date: November 1, 2010

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-CM-NP \$3000	CBC-MT\$30	CBDS1000P
CBD\$2000NP	CB-MHP-2	CB-OV30	CB-PCM	CBRM100
CI	DC	ECIP	GCP-D	GLE-1
GPC-SAT-2	GPC-SAT-MHP2	PCD	SD	SOCT
TBHD				

PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders

Preferred Rx Plan Certificate

\$10/\$20/\$40	MOPD	PD-CM	PD-PT	RX90
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DENTAL

Package: - Freestanding

Certificates/Riders

SEE ATTACHED

VISION

Package: Non-Standard Vision - Freestanding

Certificates/Riders

Series A80

ASC930	FLVS-A
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SELECTED PACKAGES & OPTIONAL RIDERS

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

As stated in the proposed rates, for effective dates of 10/01/07 and later, by making a change in your medical benefit plan, the Master Medical 65 coverage is no longer a part of the supplemental benefit plan.

Coordination of Benefits: COB1 - Pursue & Pay Aggressive	Coordination of Benefits Form must be attached
Funded Account Program: <input type="checkbox"/> Maintain <input type="checkbox"/> Cancel - attach group letter	
HRA (Health Reimbursement Account): <input type="checkbox"/> Add <input type="checkbox"/> Maintain <input type="checkbox"/> Cancel - attach group letter	
HSA (Health Savings Account): <input type="checkbox"/> Add <input type="checkbox"/> Maintain <input type="checkbox"/> Cancel - attach group letter	

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:

Date: _____

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



Group Enrollment & Coverage Agreement

Independent licensees of the Blue Cross Blue Shield Association

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: 67201-866	
Certificate/Rider Options:	Benefit Requested Date: November 1, 2010

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-CM-NP \$3000	CBC-MT\$30	CBD\$1000P
CBD\$2000NP	CB-MHP-2	CB-OV30	CB-PCM	CBRM100
CI	DC	ECIP	GCP-D	GLE-1
GPC-SAT-2	GPC-SAT-MHP2	PCD	SD	SOCT
TBHD				

PRESCRIP. DRUG Package: Non-Standard Drug

Certificates/Riders
 Preferred Rx Plan Certificate

\$10/\$20/\$40	MOPD2X	PD-CM	PD-PT	RX902X
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DENTAL Package: - Freestanding

Certificates/Riders
 SEE ATTACHED

VISION Package: Non-Standard Vision - Freestanding

Certificates/Riders
 ASC930 FLVS-A

SELECTED PACKAGES & OPTIONAL RIDERS

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

As stated in the proposed rates, for effective dates of 10/01/07 and later, by making a change in your medical benefit plan, the Master Medical 65 coverage is no longer a part of the supplemental benefit plan.

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

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: *[Signature]* Date: 7/28/10

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



**BLUE CROSS BLUE SHIELD OF MICHIGAN
DENTAL OPTIONS GROUP BENEFIT CERTIFICATE
SCHEDULE OF BENEFITS FOR Bloomfield Hills Bd. of Education
67201/666 effective 11-1-10
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: <i>Select One from Each Column:</i>	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: <i>Select One from Each Column:</i>	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			

<i>Select One from Each Column:</i>	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 ChoiceSM (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 checked="" 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
Enter Annual Maximum \$ Amount for Class I, II, III:	\$1,000	_____
Enter Lifetime Maximum \$ Amount for Class IV:	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 checked="" type="checkbox"/> No
Move X-Rays to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Crowns to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Dentures to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Membership Riders	<input type="checkbox"/> CDC-FC	<input checked="" type="checkbox"/> CDC-DC

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: _____

Shelley Hooley

Date: 7/27/10

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: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	<u>MEDICAL/SURG.</u>		
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-CM-NP \$3000 (CBCMNP3000)	5859	Increases out-of-network copay maximum from \$2,000/\$4,000 to \$3,000 per member, \$6,000 family per calendar year.
Copay Maximum for Out-of-Network Services			
Rider	CBC-MT\$30	5580	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits
Community Blue Copay Requirement for Manipulative Treatment			
Rider	CBD\$1000P	4404	Adds an in-network deductible of \$1,000 per member, \$2,000 family for all covered services. Exceptions are services with a fixed dollar copay, services performed in a PPO network physician's office, emergency care provided by a physician, chiropractic spinal manipulation, pre- and post-natal care visits, allergy testing and therapy, injections, hospice care benefits, and preventive care services.
Deductible Requirement for Network Services			
Rider	CBD\$2000NP	4403	Increases out-of-network deductible from \$250/\$500 to \$2,000 per member, \$4,000 family per calendar year.
Deductible Requirement for Out-of-Network Services			
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			
Rider	CB-OV30 (CB-OV\$30)	1864	Increases fixed dollar copay for office visits in a network physician's office from \$10 to \$30.
Office Visit Copay Requirement			
Rider	CB-PCM	5812	Removes \$250 annual maximum for covered preventive care services. All age and frequency limitations remain the same
Preventive Care Maximum			
Certificate	CBPPO1	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 copay for select office services,
Community Blue Group Benefits Certificate			



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
			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.
Rider	CBRM100 Community Blue - RM100	5898	Removes copay and deductible for screening mammography services provided by PPO providers.
Rider	CI Contraceptive Injections	5315	Adds benefits for contraceptive injections as part of your medical-surgical coverage.
Rider	DC Dependent Continuation	4656	Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met.
Rider	ECIP Extended Coverage for Inpatient Psychologists' Services	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Rider	GCP-D (GCPD) Extended Days	2014	Increases maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Rider	GLE-1 (GLE1) General Limitations and Exclusions	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider	GPC-SAT-MHP2 (GPCMHP) Group Complementary Substance Abuse Treatment-Mental Health Parity	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	GPC-SAT-2 (GPCSAT2) Substance Abuse Treatment Program Benefits	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.
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.
Certificate	OPTION 2 (OPT2) Blue Cross Complementary Group Benefit Certificate 2	2017	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare.



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

List of Groups: 67201-866

Classification	Certificate/Rider	Number	Benefit Description
Rider Prescribed Contraceptive Devices	PCD	9973	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and intrauterine devices as part of your medical-surgical coverage. Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.
Rider Sponsored Dependent	SD	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.
Rider Specified Oncology Clinical Trials	SOCT	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider Temporary Benefits Due to Hospital Departicipation	TBHD	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.



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Benefit Descriptions

Printed on 07/22/2010

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>PRESCRIP. DRUG</u>		
Rider	MOPD2X	2138	Provides benefits for up to a 90-day supply of medications when prescribed by a physician. Mail order vendor approved by Blue Cross Blue Shield must dispense drugs.
Mail Order Prescription Drugs			Member pays a separate copay for mail-order drugs that are: - supplied to cover up to 34 days - supplied to cover between 35 and 90 days The copay is doubled for prescriptions covering more than a 34-day supply: - for a fixed dollar copay, the member pays two times that amount - for a percentage copay with a minimum dollar requirement, the minimum dollar requirement is doubled (the percentage remains the same) - for a percentage copay with a minimum and maximum dollar requirement, the minimum and maximum dollar requirements are doubled (the percentage remains the same)
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	RX902X	8429	Expands retail coverage of prescription drugs from 34 to 90 days, subject to one member copayment that is double the amount that would apply for a 34-day refill. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider, subject to limitations.
Prescription Drug 90 Day Supply 2X			Available for the Preferred Rx and Flexible Blue Rx prescription drug card programs, for all size groups.
Rider	\$10/\$20/\$40 (TTC102040)	2116	Imposes a triple-tier member copay as follows: o Tier 1 - A \$10 copay for all generic drugs
Triple Tier Copay			



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

List of Groups: 67201-686

Classification	Certificate/Rider	Number	Benefit Description
			<ul style="list-style-type: none"> 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) <p>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.</p> <p>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 drug card programs, for ERS and ASC groups.</p>



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Association

Benefit Descriptions

Printed on 07/22/2010

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

List of Groups: 67201-666

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			



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Association

Benefit Descriptions

Printed on 07/22/2010

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

List of Groups: 67201-666

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>VISION</u>		
Rider	ASC930	6001	Bloomfield Hills Board of Education 67201-663
ASC Plan Mod 930			
Rider	FLVS-A	7797	Changes frequency limitation for all covered services from once every 24 months to once every 12 months.
Frequency Limitations for Vision Care Services			

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.



Community BlueSM PPO – Plan 12/0%

Benefits-at-a-Glance for Bloomfield Hills Bd. of Education

67201/666 11_01_10

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

In-network

Out-of-network

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

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

	In-network	Out-of-network
Deductibles	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$2,000 for one member, \$4,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed dollar copays	• \$30 copay for office visits • \$50 copay for emergency room visits	\$50 copay for emergency room visits
• Percent copays	50% of approved amount for private duty nursing See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	• 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
Copay dollar maximums		
• Percent copay maximums – includes general medical only – excludes fixed dollar copays and private duty nursing percent copays	Not applicable	\$3,000 for one member, \$6,000 for two or more members each calendar year
Dollar maximums	\$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted for individual services	

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In-network

Out-of-network

Preventive care services – Unlimited

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

Mammography

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

Physician office services

Office visits	Covered – \$30 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$30 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$30 copay per office visit	Covered – 80% after deductible, must be medically necessary

Emergency medical care

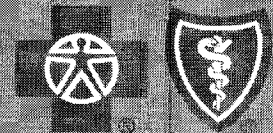
Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 100% after deductible	Covered – 100% after deductible

Diagnostic services

Laboratory and pathology services	Covered – 100% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 100% after deductible	Covered – 80% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	



In-network

Out-of-network

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 100% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient consultations	Covered – 100% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered – 100% after deductible	Covered – 100% after deductible
	Up to 120 days per calendar year per member	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 100% after deductible	Covered – 100% after deductible
Home infusion therapy – must be medically necessary	Covered – 100% after deductible	Covered – 100% after deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 100% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 100% after deductible	Covered – 80% after deductible

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% after deductible	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 100% after deductible	Covered – 80% after deductible
Kidney, cornea and skin transplants	Covered – 100% after deductible	Covered – 80% after deductible



In-network

Out-of-network

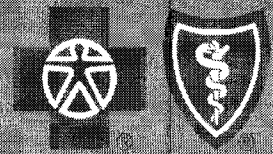
Mental health care and substance abuse treatment

Note: If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health care and substance abuse treatment are subject to the following copays. Your copays for mental health care and substance abuse treatment are subject to a separate, combined annual copay dollar maximum. See "Copay dollar maximums" section for these amounts. If you are employed by a union group with a collective bargaining agreement, please contact your employer to determine if this benefit level applies to you.

Inpatient mental health care	Covered – 100% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 100% after deductible	Covered – 80% after deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 100% after deductible	Covered – 100% after deductible
	Covered – 100% after deductible	Covered – 80% after deductible
Outpatient substance abuse treatment – in approved facilities only	Covered – 100% after deductible	Covered – 100% after deductible

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after deductible	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$30 copay per office visit	Covered – 80% after deductible
	Up to a maximum of 24 visits per calendar year per member	
Outpatient physical, speech and occupational therapy	Covered – 100% after deductible	Covered – 80% after deductible
	Limited to a combined maximum of 60 visits per calendar year per member	
Durable medical equipment	Covered – 100% after deductible	Covered – 100% after deductible
Prosthetic and orthotic appliances	Covered – 100% after deductible	Covered – 100% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Rider CI , contraceptive injections Rider PCD , prescription contraceptive devices Rider PD-CM , prescription contraceptive medications	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and "Rx only" oral or injectable contraceptive medications.</p> <p>Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by network providers.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>	



Blue Preferred[®] Rx Prescription Drug Coverage Triple-Tier Copay \$10/20/40 Benefits-at-a-Glance for Bloomfield Hills Board of Ed 67201/666

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

Specialty Drugs – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

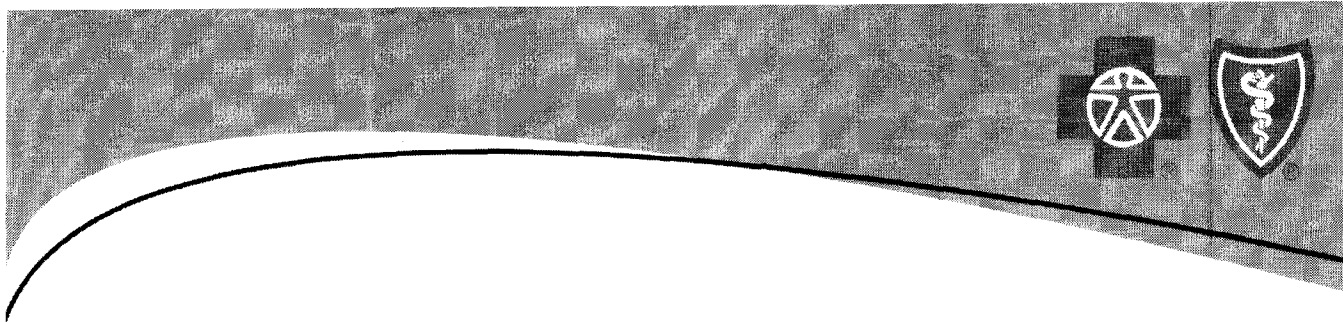
		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Member's responsibility (copays)					
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 30-day period	\$10 copay	\$10 copay	\$10 copay	\$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$20 copay	No coverage	No coverage
	84 to 90-day period	\$20 copay	\$20 copay	No coverage	No coverage
Tier 2 – Formulary brand-name drugs	1 to 30-day period	\$20 copay	\$20 copay	\$20 copay	\$20 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$40 copay	No coverage	No coverage
	84 to 90-day period	\$40 copay	\$40 copay	No coverage	No coverage
Tier 3 – Nonformulary brand-name drugs	1 to 30-day period	\$40 copay	\$40 copay	\$40 copay	\$40 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$40 copay	No coverage	No coverage
	84 to 90-day period	\$40 copay	\$40 copay	No coverage	No coverage

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic *plus* the applicable copay.

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

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bcbsm.com



90-day retail network pharmacy

*** Network mail order provider**

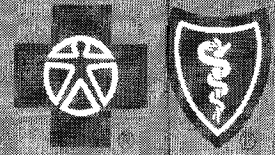
Network pharmacy
(not part of the 90-day retail network)

Non-network pharmacy

Covered services

FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

* **Note:** BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.



Features of your prescription drug plan

<p>BCBSM custom formulary</p>	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. ▪ Tier 2 (formulary brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay. ▪ Tier 3 (nonformulary brand) – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.
<p>Drug interchange and generic copay waiver</p>	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.</p>
<p>Prescription drug preferred therapy</p>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>
<p>Rider CI, Contraceptive injections Rider PCD, Prescription contraceptive devices Rider PD-CM, Prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered).</p> <p>Note: These riders are only available as part of a prescription drug package.</p> <p>Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.)</p> <p>Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>



Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/666 11_01_10

This is intended as an easy-to-read summary. It is **not a contract**. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at dentemax.com.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.
- Blue Par SelectSM** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the **Dental Professionals** subsection of "Where You Can Go for Care" page.

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

Member's responsibility (copays and dollar maximums)

Copays	10% for Class I, 25% for Class II and 40% for Class III services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime maximum (for Class IV services)	N/A

Class I services

Oral exams	Covered – 90%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 90%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 90%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 90%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 90%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 90%
Fluoride treatment	Covered – 90%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 90%, once per quadrant per lifetime, for members under age 19

Class II services

Fillings – permanent teeth	Covered – 75%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 75%, three times per tooth per calendar year after six months from original restoration

bcbsm.com



Class II services, continued

Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 75%, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 75%

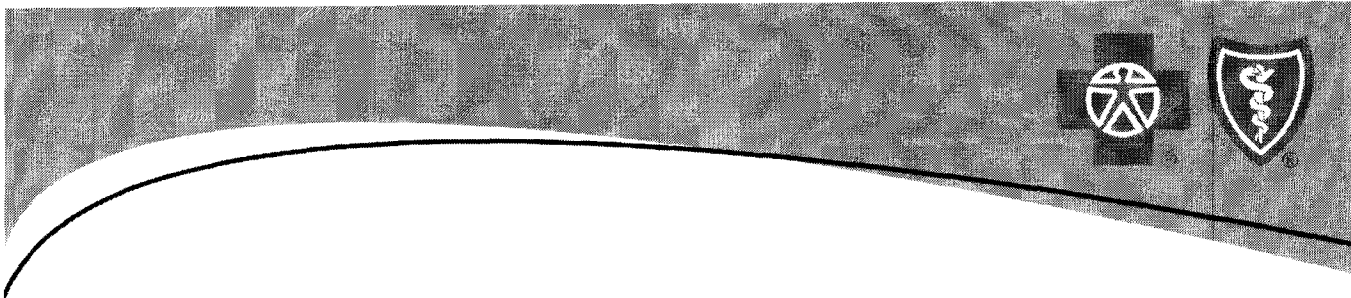
Class III services

Removable dentures (complete and partial)	Covered – 60%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 60%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 60%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Not covered
Minor treatment to control harmful habits	Not covered
Interceptive and comprehensive orthodontic treatment	Not covered
Post-treatment stabilization	Not covered
Cephalometric film (skull) and diagnostic photos	Not covered

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.



Vision Care (A80) Coverage

Benefits-at-a-Glance for Bloomfield Hills Board of Education

67201/666 11_01_10

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

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

	Participating provider	Nonparticipating provider
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	A combined \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge

Eye exam

Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
One eye exam in any period of 12 consecutive months		

Lenses and frames

Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	Covered – \$7.50 copay (one copay applies to both lenses and frames)	Covered – \$7.50 copay (one copay applies to both lenses and frames)
One pair of lenses, with or without frames, in any period of 12 consecutive months		
Standard frames	Covered – \$7.50 copay (one copay applies to both frames and lenses)	Covered – \$7.50 copay (one copay applies to both frames and lenses)
One frame in any period of 12 consecutive months		

Contact lenses

Medically necessary contact lenses (must meet criteria of medically necessary)	Covered – \$7.50 copay	Covered – up to predetermined amount
One pair of contact lenses in any period of 12 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)
One pair of contact lenses in any period of 12 consecutive months		

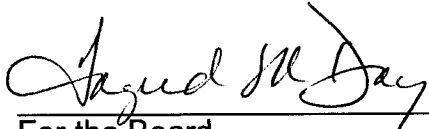
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APPENDIX E

MEMORANDUM OF UNDERSTANDING
regarding the
Negotiation of an Evaluation Instrument

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



For the Board



For the Bloomfield Hills Association of
Paraeducators

FEBRUARY 17, 2011
DATE

FEBRUARY 18, 2011
DATE

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

3. **GENERAL**

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

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

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

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

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

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

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

4. NOTICE

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

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

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

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

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

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

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

5. **SUBSTITUTION OF PAID LEAVE TIME**

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

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

6. **MEDICAL CERTIFICATION**

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

The employee must provide the requested recertification to the District 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 its injury due to the requested reinstatement based on the facts at that time.

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

11. FAILURE TO RETURN FROM LEAVE

An employee's failure to return to work upon expiration of FMLA leave will subject the employee to termination unless an extension is granted, as required by law or under a collective bargaining agreement. An employee who requests an extension of FMLA

leave due to the continuation, recurrence, or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a written request for an extension to the Assistant Superintendent for Human Resources and Labor Relations. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required to support any request for leave extension.

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

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.

INDEX

Addendum to Contract.....	29	Salary.....	13-14, 22-34, 26, 29
Additional Education Pay.....	28	Short-Term Disability.....	5, 14, 21, 23
Benefit Eligibility.....	18	Seniority.....	2, 4-7, 16, 22
Bereavement.....	12-13	Tuition Reimbursement.....	28
Blue Cross/Blue Shield.....	19	Transfer and Assignment.....	3, 7, 9, 31
Cafeteria Benefit Plan.....	18-21	Use of Leave Days.....	12
Cash in Lieu of Health.....	20	Vision.....	5, 19, 21
Child Care Leave.....	15	Wages.....	1, 3, 5, 9, 21, 24, 26
Conditions for Return from Leave .	15-16, 22	Workers' Compensation.....	5, 23
Conformity to Law.....	29	Working Hours.....	1, 10
Dental.....	5, 19-20		
Duration of Agreement.....	29		
Employee Rights.....	2		
Experience Credit.....	28		
Family and Medical Leave Act.....	12, 15, 18		
Family Illness.....	12-13		
Grievance Procedure.....	2, 5, 7, 10, 28		
Health and Safety.....	24		
Health Risk Assessment.....	19-20		
Holidays.....	13, 17		
Inclement Weather Days.....	14		
Insurance Benefits.....	18		
Leave Days.....	5, 12-16, 21, 22, 23		
Leaves of Absence.....	5, 14-16		
Life Insurance.....	5, 21		
Longevity.....	26-28		
Long-Term Disability.....	5, 18, 21-22		
Management Rights.....	3		
Maternity Leave.....	14		
Mileage.....	25		
Military Leave.....	16		
Personal Illness.....	12-13		
Personal Leave.....	13		
Professional Development.....	11, 17		
Representation.....	1, 5, 10		
Return from Leave.....	15-16, 22		