

# Agreement between Bloomfield Hills Schools and the Administrative Council



*July 1, 2012 through June 30, 2015*

**BH**  
**Bloomfield Hills**  
S c h o o l s

## **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.

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### ***Students***

#### **Safe Learning Environment**

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

#### **Choices**

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

#### **Purpose and Meaning**

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

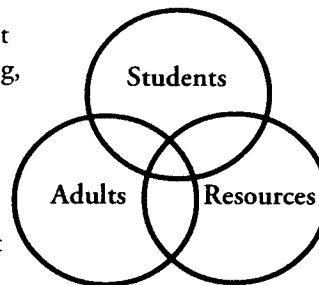
### ***Adults***

#### **Passion for Learning**

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

#### **Responsibility**

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



### ***Resources***

#### **Mission-Centered Use of Financial Resources**

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

#### **Securing the Future**

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

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**ADMINISTRATIVE COUNCIL AGREEMENT**  
**Employment Conditions & Procedures**

**ARTICLE 1 - GENERAL PROVISIONS**

**A. Composition of Administrative Council**

The Administrative Council shall be the representative and spokesperson for the following administrative staff: Principals, Associate Principals, Nature Center Manager, Farm Manager, Supervisor of Wing Lake Developmental Center, Principal of Model High School, Principal of the Alternative High School, Supervisor of the Deaf and Hard of Hearing Program, Principal and Associate Principal of the International Academy and Associate Principals. In this Agreement, employees represented by the Administrative Council shall be referred to as Administrators or Administrative Staff.

**B. Education Standards**

All administrators, with the exception of managers, shall have a minimum of a master's degree or its equivalent. In the event an administrator updates their academic status, the Human Resources Office shall be provided with an official copy of transcripts. The Superintendent may, subject to the approval of the Board of Education, retain administrators who do not hold the master's degree. Remuneration for such administrators will be separately established.

**C. Evaluation**

Evaluation in writing will be conducted for each administrator by the immediate supervisor. Administrator evaluation will be scheduled as follows:

1. Regular administrative staff will receive one formal evaluation during the school year.
2. Probationary or administrative staff in the first year of an assignment will receive two formal evaluations during the year.

**D. No Administrative Tenure**

As defined in Article III, Section 1, of the Teacher Tenure Act, no Administrator assumes tenure in other than classroom position, but, rather, retains classroom tenure. In other words, an Administrator does not receive tenure in an Administrative Council position.

**E. Professional Rights**

If an Administrative Council position is eliminated through reorganization, the Council will be consulted. If a position is eliminated, the Superintendent will work with the Council and the individual affected in determining transfer options.

**F. Due Process**

Administrators shall be accorded procedural due process.

**G. Length of Service/Probationary Period**

The length of service for an administrator shall be as follows:

1. An administrator shall serve a two-year probationary period. (The probationary period is defined in Article 8 (F)). The two-year probationary period shall be served if the administrator is new to the District, has been transferred or promoted from a position not covered by the Administrative Council Agreement, or any time an Administrator is promoted to an administrative position covered

by the Administrative Council Agreement. (Promotion is defined as being transferred to a position that results in an increase in pay.)

2. Upon completion of the two-year administrative probationary period, the administrator shall be credited with all continuous full-time employment in a teaching and/or administrative capacity for purposes of determining total length of service with the District.
3. In the event the administrator is transferred, reassigned, or reduced to a teaching position, the above-stated length of service will be credited to the administrator for employment and placement on the teachers' salary schedule. In such event, salary will be established by granting full years of experience for education to the maximum allowable under the provisions of the applicable master agreement.
4. In addition to the placement on the teachers' salary schedule, as set forth in Paragraph 3, above, such administrator shall be credited with the length of service (as defined above) for other terms and conditions of employment, as specifically set forth in the teachers' collective bargaining agreement.
5. Upon completion of the administrative probationary period, such administrator shall be deemed to have tenure as a classroom teacher only, as per Article III, Section 1, of the Teacher Tenure Act, provided the administrator has the necessary certification, as defined by the State Board of Education and the Teachers' Tenure Act.

**H. Additional Assignments**

Contract periods for employment have been made based on the need of the specific position. Administrators who serve other special functions with the school district beyond their contract term will be reimbursed based on the schedule for such special functions.

**I. Joint Committee Regarding Evaluation Process**

A joint committee will be established to discuss the evaluation process for Administrative Council members.

**ARTICLE 2 - WORK YEAR AND VACATION PROVISIONS**

**A. Non-Scheduled Days**

Non-scheduled days are to be mutually agreed upon by the administrator and the immediate supervisor. Necessary administrative support will be provided as approved by the appropriate immediate supervisor.

**B. Vacation Days for Those Individuals Employed Prior to July 1, 1985**

Those individuals employed in administrative positions of 250-260 days per year prior to July 1, 1985 will be eligible for a vacation payout upon termination.

**C. Work Year for School Building Administrators**

The work year for building administrators is based on the years of service in the position as follows:

<u>Position</u>	<u>Years of Service</u>					
	0	1	2	3	4	5
High School Principal	230	229	228	227	226	225
Middle School Principal	225	224	223	222	221	220
Associate HS Principal	226	225	224	223	222	221
Associate MS Principal	217	216	215	214	213	212

Elementary Principal	213	212	211	210	209	208
International Academy Principal	230	229	228	227	226	225
Associate International Academy Principal	226	225	224	223	222	221
Supervisor of Deaf & Hard of Hearing Program	211	211	211	211	211	211
Supervisor of Wing Lake Developmental Center	235	234	233	232	231	230
Principal of Model High School	217	216	215	214	213	212
Principal of Alternative High School	217	216	215	214	213	212

**D. Holiday Work Schedules**

Administrative staff holiday work schedules will be established by the Superintendent. The holiday schedule will be commensurate with the actual schedule developed for other employee groups, when possible.

**E. Work Year/Vacation Schedule/Holiday Schedule for Farm Manager and Nature Center Manager**

The following applies to the Farm Manager and Nature Center Manager only:

1. Work Year - 12 months
2. Vacation - The administrator will receive 15 days paid vacation annually during first full year in position, plus 1 additional day each subsequent year to a total of 20 annual vacation days.
3. Paid Holidays - The administrator will receive 10 paid holidays each year as follows:

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

**ARTICLE 3 - COMPENSABLE LEAVE DAYS**

**A. Use of Leave Days**

Administrators shall earn one leave day each month during the school year. The twelve leave days for the current school year will be available on July 1 of each school year. The leave days may be used as follows:

1. Personal or Family Illness:
  - a. Personal illness of the administrator.
  - b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
2. Personal Days: The administrator may use up to 3 days per year from current leave days as personal days. A reason may be required.
3. Religious Holidays: Absence for observance of religious holidays, not to exceed three (3) days per year.



4. Special Leave: Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Human Resources and Labor Relations.
5. Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family.

Additional paid days will be approved dependent on family relations, circumstances and/or travel involved, as determined by the immediate supervisor, provided such additional leave days are available in the current leave allocation. For the purpose of this section, the immediate family shall be defined as spouse, child, parent, brother or sister, grandparents, parents-in-law, or a person living in the administrator's home. Consideration may be given for other special circumstances at the sole discretion of the administration (i.e. grandchild's funeral).

One day shall be granted for the purpose of attending the funeral of a personal friend.

**B. Leave Day Provisions**

Whenever possible, leave days for personal business, personal, religious holidays, and special leave, as well as any other leave, must be requested in advance. This request shall include a statement that the leave request is for a purpose authorized within this section, as set forth above. The administrator may be requested to set forth a specific reason for such leave.

If the service of an administrator is interrupted by reason of discharge, termination, suspension, or leave, and the administrator 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 the last pay check due the administrator at the time of interruption.

**C. Inclement Weather Days**

Administrative attendance on snow days or other inclement weather days is expected. However, when such days occur and travel to and from the site may not be possible, the administrator may be excused from attendance. In such absence, the Administrator is expected to compensate for the absence by either rescheduling another day of work or by charging the date against current leave, or having it charged as a non-compensable day with a reduction in salary.

**D. Leave Bank**

For each successive July 1, unused current leave days will be added to the administrator's bank. All days accumulated in this bank shall be for the sole purpose of the Administrator's personal illness, funeral leave and family illness.

The leave bank shall be used in any school year only after the current leave days of that school year have been depleted, in accordance with the above current leave provisions.

**E. Salary Continuation (Short-Term Disability)**

Salary continuation for short-term disability (STD) purposes shall be paid to an administrator at 100% of current daily rate for a period of one year, after a waiting period of five (5) consecutive work days, during which the administrator's current leave and leave bank will be used, if available. However, the administrator will be allowed to maintain a minimum balance of twenty (20) earned days in the leave bank. The salary continuation benefit shall not be applicable to cover disabilities (illness or injuries) incurred prior to commencing employment with Bloomfield Hills Schools.

After an administrator has received pay for one full year under the provisions of this section, the administrator shall be entitled to apply for disability coverage under the terms of the long-term disability policy provided by the District (see Long-Term Disability, under Insurance Benefits - Article 6(N)).

**F. Jury Duty**

1. Notify Human Resources Office: Administrators who are summoned for jury duty must notify the human resources office within twenty-four (24) hours of receipt of such notice. If the administrator then reports for jury duty, that administrator shall continue to receive the regular daily wage (i.e. jury duty pay differential) for each day on which the administrator reports for or performs jury duty and on which the administrator would otherwise have been scheduled to work. Time spent on jury duty shall not be charged against leave days.
2. Jury Duty Pay Differential: To be eligible for jury duty pay differential, the administrator must furnish the human resources office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the administrator by the court. This payment by the administrator shall be made to the human resources office no later than two (2) weeks after the return from jury duty. Any administrator found abusing this privilege shall not be entitled to the pay differential.

**G. Workers' Disability Compensation**

1. Notification: In the event of any on-the-job injury, the administrator must notify the human resources office and complete an accident report as soon as possible, but in no event later than three (3) calendar days after the occurrence.
2. Doctor Visits: An administrator 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 administrator. 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 administrator is scheduled to work unless approved by the immediate supervisor.
3. No Leave Days Charged: It is understood that no leave days shall be charged for absences related to a compensable job-related accident.
4. Workers' Compensation Pay Differential: In the event an administrator is absent from work due to a job-related accident, the administrator will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the full salary and such monies as may be received as Workers' Disability benefits (loss-of-time benefits).

Should the administrator continue to be off work beyond a period of twelve months, short-term disability benefits, provided in the Salary Continuation section of the agreement will not be paid.

5. Benefits Beyond One Year: Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months.
6. Administrators Who Do Not Return to Work within One Year of Commencement of Leave: If an administrator 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 administrator's position will not be held open for the administrator. However, if the administrator is medically able to return to work within two calendar years of the date of the commencement of the leave, the administrator will be given consideration or placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association.) The administrator must supply a physician's authorization permitting the administrator 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 administrator's physician and the district's physician do not agree that the administrator is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the administrator, and this decision will be final. If the administrator retires during the two year time period, this paragraph does not apply.

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

#### **ARTICLE 4 - UNPAID LEAVES OF ABSENCE**

##### **A. Leaves of Absence - Without Pay and Without Salary Credit**

1. Protracted Illness: Any administrator shall be entitled to a leave of absence in cases of protracted or extended illness. Such administrator must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.
2. Maternal or Paternal Care Leave: Maternal or paternal care leave shall be considered a non-paid leave. Maternal or paternal care leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective in accordance with the Family and Medical Leave Act (FMLA). (See Appendix C for the regulations applicable to the FMLA.) Family and Medical Leave Act leave for the birth of a child or for placement of a child for adoption or foster care must conclude within twelve months of the birth or placement. A maternal care leave is non-renewable.
3. Adoption or Paternity Leave: In cases of adoption or paternity, the provisions of Section A(2) above shall apply in accordance with the Family and Medical Leave Act. (See Appendix C)
4. Public Office: Any administrator who has completed the probationary period who files proper application to campaign, or serve, in an elected public office, may be granted leave of absence for one year, except the Board may grant approval for an additional year upon written request.
5. Other Experiences: A leave of absence may be granted for other experiences beneficial to the administrator's effectiveness, as approved by the Board.

##### **B. Family and Medical Leave Act**

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

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

C. **Military Leaves**

Administrators who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted.

**ARTICLE 5 - PAID LEAVES OF ABSENCE**

A. **Administrative Growth Leave**

The administrative growth leave is designed to provide short-term, paid leaves to enhance administrators' personal and professional knowledge. Eligibility requirements include three years of district administrative service and final program approval by the Superintendent.

**ARTICLE 6 - INSURANCE BENEFITS**

A. **Commencement and Duration of Benefits**

Benefits shall commence on the first day of hire. Coverage shall remain in effect as long as the Administrator is actively employed by the school district. If the Administrator terminates during the school year or retires, benefits shall terminate at the end of the month in which the Administrator last works or exhausts Family and Medical Leave Act leave. Benefits will continue through August for Administrators who terminate (not retire) and who have completed the school year and are not scheduled to work in the month of July. Benefits also terminate when an employee commences long term disability leave or has been on workers' disability compensation leave exceeding one year.

B. **Benefits**

The Board will pay the premiums for the following coverages and benefits as defined in this article and in accordance with contract provisions for eligible members. The Administrator must fully comply with insurance company or self insurance regulations as a condition of receiving such benefits.

The benefits in this Article are provided for all bargaining unit members and include no provision for reimbursement for those members who do not qualify or do not select such benefits except as provided for in the administrator's cafeteria benefit plan.

C. **Life Insurance**

The Board shall select the insurance carrier who will provide each administrator with a group term life insurance policy. Such policy shall pay to the administrator's beneficiary the sum of \$200,000 upon the death of the insured.

D. **Life Option**

There will be an optional administrative life insurance group for those administrators who wish to have a reduced life insurance amount. This optional coverage will provide \$50,000 group life and \$50,000 accidental death and dismemberment. The election of this option, available to all administrative staff at the beginning of each election period, requires a written authorization and may require a physical examination in the event the policy with a greater face value is again desired.

E. **Additional Life Insurance**

The Administrator will have the option to purchase additional term 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.

F. **Dependent Life Insurance**

The Administrator will have the option to purchase term life insurance for his/her 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.

G. **Accidental Death and Dismemberment**

The Board will select the insurance carrier and pay the premium for an accidental death and dismemberment insurance policy in the amount of \$50,000. The policy shall pay to the administrator, or the administrator's designated beneficiary, an appropriate amount in accordance with the policy.

H. **Hospital-Medical Insurance – Subject to Compliance with the Publicly Funded Health Contribution Act 2011 PA 152**

The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rate for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs ("the Additional Payments") than the "hard cap amounts" of \$5500 for single, \$11,000 for two-person or \$15,000 for family (2011 year). As provided in the "Act", the "hard cap" amounts will be adjusted annually by the State treasurer by October 1 of each year for the following plan year which begins January 1 based on the change in the medical care component of the U.S. Consumer Price Index. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any additional payments) exceed the "hard cap" maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District will discuss such deduction with the Association prior to implementation. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the "hard cap" maximums, the District will contribute to the employees' Health Savings Account (HSA) or Flexible Savings Account (FSA) according to the formula in H(4) of this article. In no event shall this Section be interpreted to require the District to make a payment which would cause it to violate the Publicly Funded Health Insurance Contribution Act.

(Background – Not Part of Contract)

(To comply with the Publicly Funded Health Contribution Act, the District restated its cafeteria benefits plan document (*Educated Choices*) to include a High Deductible Health Plan (HDHP) (with employee and employer contributions), and a Flexible Spending Account. It was also necessary to have a short plan year covering November and December, 2012 and changing the plan year to January 1 – December 31 for all future years. This was to comply with the annual contribution limits for the Health Savings accounts.)

The health insurance coverage provided in the 2008-2012 contract will remain in effect through October 31, 2012.

Effective November 1, 2012, the District will provide, either by self-insurance or a policy of insurance, the following group medical coverage to each full-time employee who makes proper application to participate in such coverage and to participate in the Bloomfield Hills Schools Flexible Benefits Plan:

1) PPO HSA – Plan 1250/0% Medical Coverage

Deductibles – the deductibles combine deductible amounts under the PPO HSA medical coverage and the prescription coverage.

- \$1250 for one-person contract or \$2500 for a family contract (two or more members). There is no 4<sup>th</sup> quarter carryover. Out of Network deductibles are double the in-network amounts. NOTE: the full family deductible must be met under a two-person or full family contract before benefits are paid for any person on the contract.

- Annual preventative services are covered at 100% and there is no deductible. One per member per calendar year.
- Well Baby visits paid at 100% and there is no deductible.
- Physician office visits, office consultations and urgent care visits, hospital emergency room visits that are medically necessary are covered at 100% after the deductible has been met.

\*Please refer to the Coverage summary in Appendix A for additional information.  
Appendix A is provided for information purposes only and not part of the contract.

- 2) **PPO HSA Prescription Drug Coverage – Triple Tier Copayment.**  
The HSA prescription drug benefit, including mail order drugs, is subject to the same deductible and same annual co-insurance/co-pay dollar maximums as the PPO HSA medical coverage. Benefits are not payable until the annual deductible has been met. After the deductible has been satisfied, the applicable co-pays apply.

Copayments are based on the type of drug obtained. The copayment is \$5 generic/\$25 formulary (preferred) brand/\$50 non-formulary (non-preferred) brand:

- Rider PD-TTC \$5/\$25/\$50 & PD-Rx-CM (open-formulary) – imposed a triple tier copay for prescription drugs.
- Included are provisions for up to a 90-day supply of prescription drugs, with a revised MAC and the mail order program.
- Rider PCD – prescription contraceptive devices
- Rider PD-CM – prescription contraceptive medication

\*See specific In and Out of Network costs in Appendix A

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

- 4) **Formula for District Contribution to Employee Health Savings Accounts (HSA)**
- Determine the number of staff members enrolled in the PPO HSA 1250/0% insurance plan for the applicable plan year. (October 1 enrollment counts will be used for this purpose).
  - Use the illustrative rates from Blue Cross/Blue Shield of Michigan (BCBSM) for the applicable plan year and determine the cost of the PPO HSA 1250/0% plan.
  - Determine the “hard cap” amount for single, two persons and full family for the applicable plan year. (This amount was established by the Michigan legislature in 2011 and is to be adjusted annually by the State treasurer based on the change in the medical care component of the U.S. Consumer Price Index (CPI)).
  - Subtract the total BCBSM illustrative rates amount from the “hard cap” for the applicable plan year for single, two person and full family. These amounts represent the differential between the “hard cap” and the illustrative rates that are available to be used for the percentage contribution to employee’s individual HSAs. (NOTE: If no amount is available, there will be no contribution to the individual HSAs.)

- v. The percentage contribution to the individual HSAs will be determined as follows:
  - a) Calculate total sum of HSA funding
    - 1. Take the number of single subscribers x the respective differential (calculated in #iv above).
    - 2. Take the number of two person subscribers x the respective differential (calculated in #iv above).
    - 3. Take the number of full family subscribers x the respective differential (calculated in #iv above).
    - 4. Take the sum of 1, 2, and 3.
  - b) Calculate total employee deductible expense
    - 1. Take the number of single subscribers x the deductible of \$1250.
    - 2. Take the number of two person and full family subscribers x the deductible of \$2500.
    - 3. Take the sum of 1 and 2.
  - c) Divide (a) by (b) to calculate percent of deductible contributed to the HSA per employee.
  
- vi. See Appendix B for an example of the application of the formula.

Other Factors

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

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

Those employees who are not eligible to participate in an HSA because they are enrolled in Medicare, or employees who do not elect to participate in HSA will receive the employer contribution into a Flexible Spending Account.

5) Proration of District Contribution to Health Savings Account (HSA)

An election by an Employee to receive medical/hospitalization coverage under the District's High Deductible Health Plan (HDHP) and to receive the District contribution to a Health Savings Account (HSA) associated with that coverage is irrevocable for the Plan Year for which the election is made.

In the event that the employment of an Employee who has elected to receive a District HSA contribution ceases before the end of the Plan Year and he/she does not continue coverage under the District's HDHP for the remainder of the Plan Year, the District may deduct from any pay or other amounts owed to the employee, including the Employee's final paycheck, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP. Similarly, if an Employee otherwise ceases coverage under the District's HDHP before the end of the Plan Year, the District may deduct from the Employee's pay following the election to cease coverage, in one or more installments, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP.

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

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

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

a) Cash Payment in Lieu of Medical/Hospitalization Insurance for the Period November 1, 2012 – December 31, 2012

The District will provide a Cash in Lieu of Health coverage option under the Bloomfield Hills Schools Flexible Benefits Plan for the short plan year beginning on November 1, 2012 and ending on December 31, 2012 for those individuals who do not elect the employer-provided medical/hospitalization coverage. This option shall be in the amount of \$208.34 for staff eligible for single-subscriber coverage, \$316.66 for staff eligible for two-person coverage and \$425.00 for staff eligible for full-family coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

b) Cash Payment in Lieu of Medical/Hospitalization Insurance for Full Plan Years beginning on/after January 1, 2013

The District will provide a Cash in Lieu of Health coverage option under the Bloomfield Hills Schools Flexible Benefits Plan for each full plan year beginning on or after January 1, 2013 for those individuals who do not elect the employer-provided medical/hospitalization coverage. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

Effective January 2013:

Single Opt Out	\$1250
Two-Person Opt Out	\$1900
Full Family Opt Out	\$2550

c) Family Continuation Coverage

Medical insurance will include family continuation coverage for each eligible employee who makes proper application to participate.

d) Employee Contribution

Each employee electing health insurance coverage shall make the following prorated pre-tax contribution:

November 1, 2012 – December 31, 2013 Plan Year:

Single	\$500
Two-Person	\$1000
Full Family	\$1000



January 1, 2014 – December 31, 2014 Plan Year and  
January 1, 2015 – December 31, 2015 Plan Year:

Single	\$500
Two-Person	\$1000
Full Family	\$1000

e) Health Risk Assessment/Rebate

Health Risk Assessment: Employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider. The health risk assessment includes height, weight, pulse and tests for the following outlined on the Health Risk Assessment form:

Fasting Glucose  
Hemogram  
Lipid Panel

The Health Risk Assessment form will be available in the Human Resources Department (and on the Human Resources web page).

Rebate of Pre-tax Contribution: Employees and their spouses (if applicable) who participate in the annual health risk assessment (HRA) are eligible to receive a rebate of the full amount of the employee pre-tax contribution provided in subparagraph H(6)(d) of this article. Eligibility for the rebate is based upon receipt by the Human Resources Benefits Coordinator of the completed health risk assessment (HRA) form by the following dates:

Rebate for the 2014 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 4, 2012 and September 8, 2013. **Forms must be received no later than September 8, 2013.**

Rebate for the 2015 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 5, 2013 and September 8, 2014. **Forms must be received no later than September 8, 2014.**

Rebate for the 2016 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 6, 2014 and September 10, 2015. **Forms must be received no later than September 10, 2015.**

Forms may be faxed to 248-341-5449 or emailed to [SDare@bloomfield.org](mailto:SDare@bloomfield.org). But the original must be mailed.

**Forms received after the due date will not qualify the employee for the rebate. *There will be no exceptions.*** In the event of two-person or full-family coverage, where only one adult participates in the annual health risk assessment, the rebate will be reduced by 50%. Single member households with dependent children will be rebated at 100%.

f) Flexible Benefits Plan

The District will provide a cafeteria plan or flexible benefits plan which will permit pre-tax premium copayments for all fringe benefits which constitute "qualified benefits" permitted by the IRS to be offered on a pre-tax basis through a cafeteria plan. The plan will also permit

eligible employees to choose between group medical coverage and the Cash Payment in Lieu of Medical/Hospitalization Insurance described in Section H(6)(a)&(b) of this article and permit employee and employer Health Savings Account contributions, subject to applicable tax requirements.

**I. Duplication of Hospital/Medical Coverage Permitted While District is Self-Insured**

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. Effective November 1, 2012, any employee or dependent who is covered by any medical coverage which is not a high deductible health plan (HDHP) shall not be eligible to make contributions to a health savings account (HSA) in connection with participation in the HDHP sponsored by the District or to receive District contributions to an HSA.

**J. Dental**

The Board shall pay the premiums that will provide each administrative staff member with a dental plan that will include basic care, prosthetics and orthodontic benefits. Coverage shall include: Class I (100%); Class II (100%); Class III (70%) and Class IV (60%). A \$1,000 orthodontic lifetime maximum per family member up to age 19 is included in Class IV. Calendar maximum amount is \$1,500.

**K. Vision**

The Board will select and pay the premium for a vision care program for those administrators who are full-time and other eligible employees. (Eligibility for this benefit for less than full-time employees is defined in Section L below.)

The vision care program will provide a percentage of reimbursement for services in the areas of vision care in accordance with the coverage schedules provided by the carrier. The plan shall provide for an annual evaluation, lenses and \$35 for frames.

**L. Benefits - Less than Full Time**

Each less-than-full-time or shared-time administrative staff member will have the premiums paid for the following coverages as elected by the administrator:

1. Each administrator working a schedule of at least 75% but less than 100% will be eligible for up to full family hospital/medical, dental and vision insurance. In the event that health insurance is not elected, the defined cash in lieu of health insurance option may be elected.
2. Each administrator assigned a schedule of less than 75% may elect single-subscriber health, dental and vision. In the event that no health plan is elected, the defined cash in lieu of health insurance option may be elected.
3. Each administrator will be provided with short-term disability, long-term disability and life insurance, as defined in the collective bargaining agreement.

**M. Flexible Spending Accounts**

1. Health Care Reimbursement Account: The administrator 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.
2. Dependent Care Reimbursement Account: The administrator 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.

**N. Long-Term Disability**

1. Benefits: The Board of Education shall select and pay the premium for a Long-Term Disability Insurance plan. Such disability insurance shall provide benefits of 66 2/3% of the monthly earnings to the administrator 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, or upon the termination of salary continuation provided under compensable leave days, whichever is longer. Benefits shall be payable until the administrator reaches age sixty-five (65), provided the administrator continues to be disabled under the provisions of the insurance policy.
2. Computation of Monthly Earnings: For the purposes of Long-Term Disability coverage, monthly earnings shall be the administrator's regular salary at the time of the disability divided by twelve (12) months.
3. Benefits Reduced by Other Remuneration: The amount received from the insurance company will be reduced by any primary remuneration for which the administrator is eligible during the benefit period from the employer, the Michigan Public School Employees' Retirement System, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
4. Position Held Open for One Year: On the date an administrator commences a long-term disability leave, the administrator's position will no longer be held open for the administrator. However, if the administrator is medically able to return to work within one calendar years of the date of the commencement of the leave, the administrator will be given consideration for placement in a vacant administrative or instructional position for which the administrator is certified and qualified, as determined by the Superintendent. (If the placement is in the teachers' bargaining group, the placement is subject to the layoff and recall policies applicable to the Bloomfield Hills Education Association. The administrator must supply a physician's authorization permitting the administrator 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 administrator's physician and the district's physician or medical facility do not agree that the administrator is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the administrator, and this decision will be final. This paragraph does not apply to an administrator who retires.

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

**ARTICLE 7 - PAYROLL PROCEDURES AND DEDUCTIONS**

**A. Payroll Procedures**

1. Administrators shall be paid over twenty-six (26) paydays at their building, or elsewhere as provided, from the time they begin service on their new contract year. Pay dates are every other Friday.

**B. Payroll Deductions**

The Board will make voluntary payroll deductions from the salaries of administrators according to the following list, and any other voluntary deductions, as approved by the Board. All authorizations for payroll deductions will be made on one form, include the following:

1. United Fund
2. Direct Deposit
3. Credit Union
4. 403B and 457 Tax Sheltered Accounts (those approved by the Board)

5. Tax Deferred Retirement Purchase (TDP)
6. Municipal Income Taxes of Pontiac and Detroit for those administrators who have submitted written authorization for said deduction
7. Flexible Spending Account/Cafeteria Plan
8. Long-Term Care
9. Insurance Contributions and Health Savings Accounts

**C. Tax Sheltered Accounts - Advance Purchase**

All administrators are entitled to a tax sheltered account (403(b) qualified) salary deduction on the first pay of their salary year up to 10% of their contract amount if they elect such deduction on a timely basis. This amount will be allowed in addition to any amount otherwise authorized by the administrator for bi-weekly deduction during the pay year.

The administrator must arrange for the deduction with their TSA carrier, and the one-time deduction authorization must be received in the payroll office at least ten days prior to the first pay date of the new salary year.

**ARTICLE 8 - TERMS OF EMPLOYMENT**

The Board of Education recognizes that the administrators of the District hold the same high aspirations of conduct and performance that the Board holds for them and the two parties will work cooperatively in their mutual efforts to attain and maintain educational excellence for students.

**A. Two-Year Term of Employment**

Subject to the limitations listed below, the Board of Education agrees that each administrator will be employed for an initial term of two years, and continuing from year to year thereafter unless notification is given by either party, to comply with laws as provided in Act 451, PA 1976, as amended by Act 289, PA 1996, and any amendments thereto. (MCL 380.1229) An administrator may terminate his/her employment contract by giving 30 days written notice of resignation to the Superintendent or Assistant Superintendent for Human Resources and Labor Relations.

**B. Administrative Staff Layoffs, Reassignments, & Personnel Reductions**

Upon written notice and in accordance with the procedures of the above statute, staff changes due to layoffs, reassignments, and/or personnel reductions, the administrator's contract shall be terminated.

**C. Unsatisfactory Performance**

If an administrator's performance is considered unsatisfactory, a program of assistance shall be instituted as soon as practicable. If after one year of such assistance program, the administrator's performance is not satisfactory, then, upon written notice, and in accord with the procedures of the above statute, and any applicable Board policies, employment may be terminated. The one-year program of assistance is not applicable to probationary administrators.

It is understood that the president and other officers of the Administrators' Association can be helpful in improving a peer's performance and, toward that end, the president will be made aware of unsatisfactory performance on the part of any member of this group.

**D. Professional Conduct**

The administrator agrees to perform the administrator's contract and the employment duties and functions required of all personnel of the school district in a manner that encourages quality in the educational process and fulfills the standard professional conduct. In the event of acts of misconduct, as opposed to unsatisfactory performance, said administrator may be terminated after written charges, notice, and an opportunity to have the charges reviewed with the Superintendent and/or the Board of Education.

**E. Insubordination**

Acts such as insubordination will not be tolerated and, depending upon the nature of the offense, can lead to immediate dismissal.

**F. Probationary Period**

All new administrators shall serve a probationary period of two years. The administrator shall be evaluated during the probationary period and a satisfactory evaluation is necessary for continuation of the administrator's contract and employment as an administrator. The one-year program of assistance is not applicable to probationary administrators.

**ARTICLE 9 - PROFESSIONAL REIMBURSEMENT**

**A. Administrative Council Growth Fund**

The Administrative Growth Fund, in the amount of \$40,000.00, shall be used for the reimbursement of professional growth items such as conference expenses, tuition reimbursement, membership in professional organizations, and employment related items. An administrator may carry over any of his/her unused growth fund allocation from year to year.

1. Conferences: The Board recognizes the importance of state and national conferences and school visitations and agrees to pay expenses incurred while attending conferences and visitations, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
2. Tuition Reimbursement: The Board recognizes the value of advanced graduate courses in a specialized field as beneficial to the administrator and the school district and agrees to pay for books and tuition, subject to prior approval by the administrator's immediate supervisor and Administrative Growth Fund budgetary constraints.
3. Professional Organization Membership: Dues paid to professional educational organizations will be reimbursed subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints.
4. Employment Related Items: The Board will reimburse the administrator for employment related items such as books, supplies, technology and technology related items. The reimbursement is subject to the prior approval of the administrator's immediate supervisor and Administrative Growth Fund budgetary restraints. (Any technology or related items will remain the property of Bloomfield Hills Schools and must be returned upon separation from employment).
5. Reimbursement of Expenses: Requests for reimbursement shall be made to the Administrative Council president using a designated form. Such request must be made on or before June 30 of the school year in which the purchase was made.
6. Technology related items purchased through the Administrative Growth Fund must be returned to the district upon resignation or retirement. However, if items are three years old or more, the items do not need to be returned to the district upon separation from employment.

**B. Other Reimbursements**

1. Mileage: Administrators required in the course of their work to drive personal automobiles shall receive the approved IRS rate, effective January 1 each year. The allowance shall be given for use of personal cars for business of the District, as approved by the administrator's immediate supervisor. The following rules shall apply:

- a. Administrators will not receive payment for mileage driven within district boundaries. Administrators will receive mileage driven out of school district boundaries. The administrator is not required to take the lessor of the mileage from their home or work site to the activity.
- b. If an administrator is required to attend an out-of-district evening or weekend activity, they can receive payment for mileage from their homes to that activity. The administrator is not required to take the lessor of the mileage from their home or work location to the activity.

**ARTICLE 10 - SEVERANCE**

**A. Severance Program**

The District will provide a Board paid tax sheltered contribution as a severance benefit. The severance program is available for those administrative staff members who have a minimum of ten years of administrative service to the Bloomfield Hills Schools. Eligibility will be based upon one of three categories for administrative service of 10, 15 or 18 years. Years between categories will place the administrator in the lower category for eligibility purposes.

- 1. Severance Benefit: The severance benefit is as follows:

Years of Administrative Service Bloomfield Hills Schools		
<u>10 years</u>	<u>15 years</u>	<u>18 years</u>
\$19,000	\$21,500	\$25,000

- 2. Eligibility: Eligibility for severance payment will be premised upon receipt, by the Human Resources Office, of a written resignation from the administrator, at least thirty (30) days prior to the effective date of resignation.

**B. Use of Board Paid Tax Sheltered Contribution to Purchase Retirement Service Credit**

Eligible employees who tender an irrevocable letter of resignation on or before February 1<sup>st</sup> of the applicable school year, with a June 30 effective resignation date, may receive Board paid contribution in advance of the retirement date to use for purchase of retirement service credit in compliance with current tax and pension law. The letter of resignation must be effective within six (6) months of the time the Board paid contribution is used to purchase retirement service credit.

**C. Alternate Severance Plan**

Administrative Council staff with service in another Bloomfield Hills Schools employee group having a severance benefit, have the option to elect the severance benefit provided by the other employee group. If the administrator elects this option, the administrator's total years of service to the Bloomfield Hills Schools (as a regular employee) will be considered in determining eligibility for severance benefits of the group of which the administrator was previously a member. Eligibility for the severance program of a group other than Administrative Council will be premised on full compliance with that group's provisions.

An administrator will have access to only one District-paid severance provision.

**D. Retirement Life**

The Board shall pay the premium to provide group term life insurance in the amount of \$25,000 to age 65 for each administrator who retires within the provisions of the Michigan Public School Employees Retirement System (MPERS). The life insurance is discontinued upon the insured reaching age 65.

**ARTICLE 11A - ADMINISTRATIVE SALARY SCHEDULE**

**2012-2013 - Full Step and 1% on top of "off schedule" last year + 750 added to contract amount**

	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5
High School Principal	\$119,262	\$120,675	\$122,087	\$123,513	\$124,940	\$126,073	\$127,206	\$128,067	\$128,928	\$130,258	\$133,557
International Academy Principal	\$119,262	\$120,675	\$122,087	\$123,513	\$124,940	\$126,073	\$127,206	\$128,067	\$128,928	\$130,258	\$133,557
Middle School Principal	\$107,529	\$108,679	\$109,829	\$111,511	\$113,193	\$114,422	\$115,652	\$116,736	\$117,820	\$119,845	\$123,692
Alt HS/Model HS Principal	\$107,529	\$108,679	\$109,829	\$111,511	\$113,193	\$114,422	\$115,652	\$116,736	\$117,820	\$119,845	\$123,692
Elementary Principal	\$101,835	\$102,910	\$103,984	\$105,563	\$107,141	\$108,291	\$109,441	\$110,313	\$111,185	\$113,224	\$116,987
High School Associate Principal	\$102,784	\$104,027	\$105,271	\$106,494	\$107,717	\$108,812	\$109,906	\$110,842	\$111,779	\$112,986	\$115,901
International Academy Assistant Principal	\$100,752	\$101,967	\$103,181	\$104,375	\$105,569	\$106,636	\$107,703	\$108,616	\$109,528	\$110,706	\$113,555
Middle School Associate Principal	\$98,720	\$99,906	\$101,091	\$102,256	\$103,420	\$104,460	\$105,501	\$106,389	\$107,278	\$108,425	\$111,210
Supervisor of Wing Lake Center	\$107,072	\$108,409	\$109,746	\$111,144	\$112,542	\$113,590	\$114,637	\$115,395	\$116,154	\$117,883	\$121,401
Supervisor of Deaf/Hard of Hearing	\$95,840	\$96,873	\$97,907	\$98,596	\$99,286	\$100,319	\$101,352	\$102,386	\$103,420	\$104,454	\$107,064
IBO Coordinator/Supervisor	\$90,883	\$91,862	\$92,841	\$93,495	\$94,149	\$95,128	\$96,108	\$97,088	\$98,068	\$99,047	\$101,522
Farm Manager	\$62,550	\$63,587	\$64,624	\$66,014	\$67,403	\$68,791	\$70,179	\$71,564	\$72,948	\$74,619	\$77,426
Nature Center Manager	\$62,550	\$63,587	\$64,624	\$66,014	\$67,403	\$68,791	\$70,179	\$71,564	\$72,948	\$74,619	\$77,426

**2013-2014 - Full Step and 1% on top step only**

	0	0.5	1	1.5	2	2.5	3	3.5	4	4.5	5
High School Principal	\$119,262	\$120,675	\$122,087	\$123,513	\$124,940	\$126,073	\$127,206	\$128,067	\$128,928	\$130,258	\$134,892
International Academy Principal	\$119,262	\$120,675	\$122,087	\$123,513	\$124,940	\$126,073	\$127,206	\$128,067	\$128,928	\$130,258	\$134,892
Middle School Principal	\$107,529	\$108,679	\$109,829	\$111,511	\$113,193	\$114,422	\$115,652	\$116,736	\$117,820	\$119,845	\$124,929
Alt HS/Model HS Principal	\$107,529	\$108,679	\$109,829	\$111,511	\$113,193	\$114,422	\$115,652	\$116,736	\$117,820	\$119,845	\$124,929
Elementary Principal	\$101,835	\$102,910	\$103,984	\$105,563	\$107,141	\$108,291	\$109,441	\$110,313	\$111,185	\$113,224	\$118,157
High School Associate Principal	\$102,784	\$104,027	\$105,271	\$106,494	\$107,717	\$108,812	\$109,906	\$110,842	\$111,779	\$112,986	\$117,060
International Academy Assistant Principal	\$100,752	\$101,967	\$103,181	\$104,375	\$105,569	\$106,636	\$107,703	\$108,616	\$109,528	\$110,706	\$114,691
Middle School Associate Principal	\$98,720	\$99,906	\$101,091	\$102,256	\$103,420	\$104,460	\$105,501	\$106,389	\$107,278	\$108,425	\$112,322
Supervisor of Wing Lake Center	\$107,072	\$108,409	\$109,746	\$111,144	\$112,542	\$113,590	\$114,637	\$115,395	\$116,154	\$117,883	\$122,615
Supervisor of Deaf/Hard of Hearing	\$95,840	\$96,873	\$97,907	\$98,596	\$99,286	\$100,319	\$101,352	\$102,386	\$103,420	\$104,454	\$108,135
IBO Coordinator/Supervisor	\$90,883	\$91,862	\$92,841	\$93,495	\$94,149	\$95,128	\$96,108	\$97,088	\$98,068	\$99,047	\$102,537
Farm Manager	\$62,550	\$63,587	\$64,624	\$66,014	\$67,403	\$68,791	\$70,179	\$71,564	\$72,948	\$74,619	\$78,200
Nature Center Manager	\$62,550	\$63,587	\$64,624	\$66,014	\$67,403	\$68,791	\$70,179	\$71,564	\$72,948	\$74,619	\$78,200

**B. Degree Differential**

1. The degree differential for administrative staff (other than the Farm Manager and Nature Center Manager) will be as follows:

Master's Degree plus 30 Graduate Semester Hours	Doctorate
\$3,000	\$4,250

The 30 graduate semester hours must be earned after the date the master's degree was obtained in order to receive the master's plus 30 degree differential payment.

2. The degree differential for the Farm Manager and Nature Center Manager will be as follows:

\$1000 for Bachelor's degree  
\$1500 for Master's degree

The degree differential for the Farm Manager and Nature Center Manager will be as follows:

\$3000 for Master's degree

**C. Stipend for Certification by National Board for Professional Teaching Standards**

1. Upon receipt of proper documentation, an administrator may receive a stipend for Board for Professional Teaching Standards Certification:

Administrators who hold current certification from the National Board for Professional Teaching Standards shall receive \$1500 in addition to the amount identified as their current salary step and schedule.

2. Procedure to Receive Stipend

In order to receive the stipend, the administrator must provide the human resources office with a copy of the certification. The certification must be current in order to receive the stipend. Application for the stipend must be made prior to October 1 for the fall semester and March 1 for the spring semester. An administrator is eligible for only one stipend under this section.

**ARTICLE 12 – EMERGENCY MANAGER**

“Section 15 (7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.”



**ARTICLE 13 - DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until June 30, 2015.

The Administrative Council ratified this agreement on June 7, 2012 and the Board of Education approved this agreement on June 21, 2012.

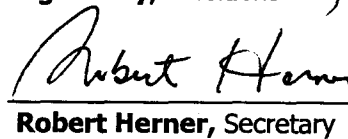
**Contract Reopener**

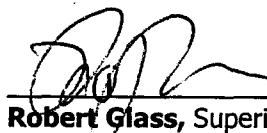
Either party may reopen the contract prior to the 2014-15 school year (or earlier, if needed) for the purpose of changing contractual provisions to comply with the Patient Protection & Affordable Care Act, by serving written notice of such intent upon the other party.

The contract may also be reopened for the 2013-14 and 2014-15 school years for the purpose of discussing medical insurance. Such discussion will include, but is not limited to, consideration of medical insurance programs, provider, and employee contribution. However, the mutual agreement of both parties is required to reopen the contract for this purpose.

**Board of Education**

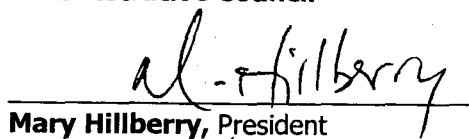
  
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**Ingrid Day, President**

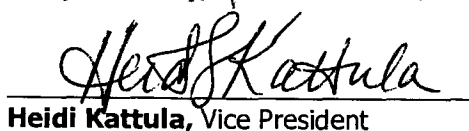
  
\_\_\_\_\_  
**Robert Herner, Secretary**

  
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**Robert Glass, Superintendent**

  
\_\_\_\_\_  
**Christine Barnett, Chief Negotiator**

**Administrative Council**

  
\_\_\_\_\_  
**Mary Hillberry, President**

  
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**Heidi Kattula, Vice President**

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## **APPENDIX**

1. APPENDIX A ..... Benefits at a Glance
2. APPENDIX B ..... Formula for Calculation of District Contribution to HSA
3. APPENDIX C ..... Family Medical Leave Act (FMLA) Procedures  
(used to be “B”)



## Simply Blue<sup>SM</sup> PPO HSA – Plan 1250/0% Medical Coverage with Prescription Drug Coverage Bloomfield Hills Board of Education

Group: 007002956 BPID: 0002 ADMIN STAFF

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, copay and/or coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

### In-network

### Out-of-network \*

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

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

	In-network	Out-of-network *
<b>Deductibles</b> <b>Note:</b> Your deductible <b>combines</b> deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage. <b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year <b>(no 4<sup>th</sup> quarter carry-over)</b>	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year <b>(no 4<sup>th</sup> quarter carry-over)</b>
	Deductibles are based on amounts defined annually by the federal government for Simply Blue HSA-related health plans. Please call your customer service center for an annual update.	
<b>Fixed dollar copays</b>	Based on prescription drug copay rider selected	Based on prescription drug copay rider selected
<b>Coinsurance amounts</b> <b>Note:</b> Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount
<b>Annual coinsurance/copay dollar maximums</b> <b>Note:</b> Your coinsurance/copay dollar maximum <b>combines</b> coinsurance/copay amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage.	\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year – applies to prescription drug copays	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year
<b>Lifetime dollar maximum</b>	None	

#### Preventive care services

	In-network	Out-of-network *
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

\* Services from a provider for which there is no Michigan 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. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

Simply Blue PPO HSA – Plan 1250/0% with prescription drugs, NOV 2011 BGK 1-23-12



## In-network

## Out-of-network \*

**Preventive care services, continued**

Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 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
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance. One per member per calendar year	80% after out-of-network deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy <b>Note:</b> Medically necessary colonoscopies are subject to your deductible and coinsurance. One routine colonoscopy per member per calendar year	80% after out-of-network deductible

**Physician office services**

Office visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

**Emergency medical care**

Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible

**Diagnostic services**

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

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Simply Blue PPO HSA – Plan 1250/0% with prescription drugs, NOV 2011 BGK 1-23-12



## In-network

## Out-of-network \*

**Maternity services provided by a physician**

Prenatal and postnatal care visits	100% after in-network deductible Includes covered services provided by a certified nurse midwife	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible Includes covered services provided by a certified nurse midwife	80% after out-of-network deductible

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

**Alternatives to hospital care**

Skilled nursing care – must be in a <b>participating</b> skilled nursing facility	100% after in-network deductible Limited to a maximum of 90 days per member per calendar year	100% after in-network deductible
Hospice care – must be provided through a <b>participating</b> hospice program	100% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% after in-network deductible
Home health care – must be medically necessary and provided by a <b>participating</b> home health care agency	100% after in-network deductible	100% after in-network deductible
Home infusion therapy – must be medically necessary and given by <b>participating</b> home infusion therapy providers	100% after in-network deductible	100% after in-network deductible

**Surgical services**

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization	100% after in-network deductible	80% after out-of-network deductible

**Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible – in designated facilities <b>only</b>
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

\* Services from a provider for which there is no Michigan 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. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

Simply Blue PPO HSA – Plan 1250/0% with prescription drugs, NOV 2011 BGK 1-23-12



## 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 and substance abuse services are subject to the following coinsurance amounts. Mental health and substance abuse coinsurance amounts are included in the annual coinsurance maximums for all covered services. See "Annual coinsurance maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care and Inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities <b>only</b>
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

**Other covered services**

Outpatient Diabetes Management Program (ODMP) <b>Note:</b> Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self- management training	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a <b>combined</b> maximum of 12 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing	100% after in-network deductible	100% after in-network deductible
<b>Prescription drug copay riders</b> • <b>Riders PD-TTC \$5/\$25/\$50 and PD-RX-CM</b> (open formulary)	You <b>must</b> select one of the following triple-tier copay riders: Imposes a triple-tier copay for prescription drugs. Included are provisions for up to a 90-day supply of prescription drugs, a revised MAC program and the mail- order program.	
<b>Rider CI</b> , contraceptive injections <b>Rider PCD</b> , prescription contraceptive devices <b>Rider PD-CM</b> , prescription contraceptive medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and intrauterine devices, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered). <b>Note:</b> 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 a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.	

\* Services from a provider for which there is no Michigan 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. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



## Simply Blue<sup>SM</sup> PPO HSA – Prescription Drug Coverage with \$5 Generic / \$25 Formulary (Preferred) Brand / \$50 Nonformulary (Nonpreferred) Brand Triple-Tier Copay Open Formulary Bloomfield Hills Board of Education

Group: 007002956 BPID: 0002 ADMIN STAFF

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, copay and/or coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Specialty Pharmaceutical Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to 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](http://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.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a **90-Day Retail Network provider** or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

### Member's responsibility (copays)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual coinsurance/copay dollar maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until after you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug fixed dollar copays which are subject to your annual coinsurance/copay dollar maximums.

**Note:** Fixed dollar copays apply once the deductible has been met.

		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
<b>Tier 1 –</b> Generic or prescribed over-the-counter drugs	1 to 30-day period	\$5 copay	\$5 copay	\$5 copay	\$5 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$10 copay	No coverage	No coverage
	84 to 90-day period	\$10 copay	\$10 copay	No coverage	No coverage
<b>Tier 2 –</b> Formulary (preferred) brand-name drugs	1 to 30-day period	\$25 copay	\$25 copay	\$25 copay	\$25 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$50 copay	No coverage	No coverage
	84 to 90-day period	\$50 copay	\$50 copay	No coverage	No coverage
<b>Tier 3 –</b> Nonformulary (nonpreferred) brand-name drugs	1 to 30-day period	\$50 copay	\$50 copay	\$50 copay	\$50 copay <i>plus</i> an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$100 copay	No coverage	No coverage
	84 to 90-day period	\$100 copay	\$100 copay	No coverage	No coverage

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

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

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.





## Covered services

	90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay <b>plus</b> an additional 20% prescription drug out-of-network copay **
Prescribed over-the-counter drugs – when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay <b>plus</b> an additional 20% prescription drug out-of-network copay **
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay	Subject to Simply Blue HSA medical deductible and prescription drug copay <b>plus</b> an additional 20% prescription drug out-of-network copay **
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug <b>plus</b> an additional 20% prescription drug out-of-network copay **

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

\*\* The 20% prescription drug out-of-network copay will not be applied toward your Simply Blue HSA deductible or annual coinsurance/copay dollar maximum.



### Features of your prescription drug plan

<p><b>BCBSM Custom Formulary</b></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"> <li>▪ <b>Tier 1 (generic)</b> – 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.</li> <li>▪ <b>Tier 2 (preferred brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.</li> <li>▪ <b>Tier 3 (nonpreferred brand)</b> – Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.</li> </ul>
<p><b>Prior authorization/step therapy</b></p>	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. <b>Step Therapy</b>, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at <a href="http://bcbsm.com">bcbsm.com</a>. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
<p><b>Mandatory maximum allowable cost drugs</b></p>	<p>If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay.</p> <p><b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
<p><b>Drug interchange and generic copay waiver</b></p>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.</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. 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><b>Quantity limits</b></p>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>



## Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education

Group: 007002956 BPID: 0002 ADMIN STAFF

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](http://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 Select<sup>SM</sup>** – 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](http://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)

<b>Copays</b>	30% for Class III services and 40% for Class IV services
<b>Dollar maximums</b>	
• Annual maximum (for Class I, II and III services)	\$1,500 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

### Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

### Class II services

Fillings – permanent teeth	Covered – 100%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 100%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 100%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 100%, three times per tooth per calendar year after six months from original restoration

[bcbsm.com](http://bcbsm.com)

**Class II services, continued**

Oral surgery including extractions	Covered – 100%
Root canal treatment – permanent tooth	Covered – 100%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 100%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 100%, <b>limited</b> occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 100%, once every 12 months
General anesthesia or IV sedation	Covered – 100%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 100%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 100%, once every 36 months per arch
Tissue conditioning	Covered – 100%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 100%

**Class III services**

Removable dentures (complete and partial)	Covered – 70%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 70%, 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 – 70%, 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	Covered – 60%
Minor treatment to control harmful habits	Covered – 60%
Interceptive and comprehensive orthodontic treatment	Covered – 60%
Post-treatment stabilization	Covered – 60%
Cephalometric film (skull) and diagnostic photos	Covered – 60%

**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

Group: 007002956 BPID: 0002 ADMIN STAFF

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

	Participating provider	Nonparticipating provider
<b>Member's responsibility (copays)</b>		
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
<b>Eye exam</b>		
Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
One eye exam in any period of 12 <b>consecutive</b> months		
<b>Lenses and frames</b>		
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 <b>consecutive</b> 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 <b>consecutive</b> months		
<b>Contact lenses</b>		
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 <b>consecutive</b> months		
Elective contact lenses that improve vision (prescribed, but do <b>not</b> 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 <b>consecutive</b> months		

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

**Funding to ALL Administrators Health Saving or Flexible Savings Account**

Administrators 2012-2013 plan year

	Single	Two Person	Full Family
CAP	\$5,500.00	\$11,000.00	\$15,000.00
Cost of Insurance	\$4,600.56	\$11,041.32	\$13,801.80
Amount less than the CAP used to fund the Health Savings Acct	\$899.44	-\$41.32	\$1,198.20
Current coverage cost	\$7,859.23	\$18,862.40	\$23,578.10
<b>Savings per person</b>	<b>\$2,359.23</b>	<b>\$7,862.40</b>	<b>\$8,578.10</b>
Currently Enrolled	15	18	40
Total Savings if ALL staff moved to this coverage AND we funded the Health Savings Account	\$35,388.45	\$141,523.20	\$343,124.00

**Annual Savings**  
**\$520,035.65**

\*\* Savings is calculated by subtracting the State CAP from the current coverage cost

**Health Savings Account Funding**

Single	15	\$899.44	\$13,491.60
Two Person	18	-\$41.32	-\$743.76
Full Family	40	\$1,198.20	\$47,928.00
	73		\$60,675.84

Amount to be funded

\$ 463.17  
\$ 926.35

Note: These numbers vary from the information above. State law requires us to count the cap differently than BC for employee and child.

Percent of deduction funded 37%

BOARD Insurance Savings

**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.

**"Incapable of self-care due to a mental or physical disability"** means when an adult son or daughter "requires active assistance or supervision to provide daily self-care in three or more of the 'activities of daily living' or 'instrumental activities of daily living'." A

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

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



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

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

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

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

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

### 3. GENERAL

- A. **Eligibility.** An employee who has worked at least 1,250 hours during the 12-month period before commencement of the leave is eligible for FMLA leave after having completed at least 12 months of service, including previous service with the District up to 7 years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the 12-month period.
- B. **Eligible employees may use FMLA leave for one or more of the following reasons:**
  - (1) The birth of a child and care for a newborn;
  - (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;

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

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

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

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

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

#### **4. NOTICE**

- A. **Notice by Employee.** The employee shall give notice for FMLA leave according to the following:
- (1) When the need for FMLA is *foreseeable* (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) 30-days notice is required. If the employee fails to give 30-days notice with no reasonable excuse, the District reserves the right to delay the employee's FMLA leave until at least 30-days after the leave request is made.
  - (2) When the need for FMLA leave is *unexpected*, absent unusual circumstances, the employee must provide notice to the Employer either the same business day or the next business day after the employee learns of the need for the FMLA leave.

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

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

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

## 5. **SUBSTITUTION OF PAID LEAVE TIME**

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

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

## 6. **MEDICAL CERTIFICATION**

- A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.
- B. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Administration when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied.
- C. After an employee submits the required medical certification, the District may require, at its option and expense that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave.

If the first and second certifications differ, the District may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.

- D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
- (1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.
  - (2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.
  - (3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the District 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

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

Date Adopted: April 24, 2009

Revised: March 15, 2013

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



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