

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



July 1, 2013 through June 30, 2018

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.

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.

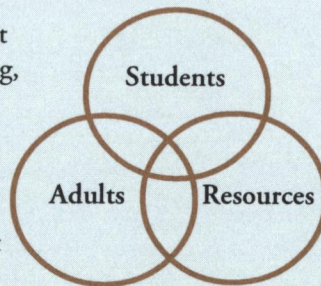
Adults

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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ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 15th day of August 2013 by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan, the "Board or Employer", and the Bloomfield Hills Association of Interpreters and Interveners ("the Association").

ARTICLE 2 - RECOGNITION

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

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

ARTICLE 3 - REPRESENTATION

A. Officer Notification

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

B. Association Representatives

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 5 - COMPENSABLE LEAVE DAYS

A. Definition

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

B. Accumulation

Each individual, who works 20 hours or more per week, shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each individual on July 1st. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred twenty (120) days for ten-month staff.

C. Use of Leave Days

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

1. Personal Illness: Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that a staff member may be required to provide a physician's statement on a District provided form in cases of illness.
2. Family Illness: Bona Fide pressing need due to illness of an individual's spouse, children or parents.
3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Human Resources Office, provided such additional leave days are available in the current or accumulated leave bank.

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

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

D. Use of Accumulated Leave Bank

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

A staff member may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.

E. Leave Day Provisions

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

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

F. Payout of Unused Leave Days Upon Severance

Upon severance of employment after five (5) years service, for reasons of death, retirement, or quit with proper notice of not less than two weeks, but not an individual who quits without notice or is discharged, a severance payment for each unused leave day, up to 120 days, will be made by the Board of Education as defined in the schedule described below.

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

G. Extended Leaves of Absence

1. The employee, upon learning of the need for an extended medical leave of absence, must notify the Human Resources Department (Benefits Coordinator). The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date the leave will commence, and the employee's ability to continue employment prior to the leave. Statements from the employee's physician will be provided by the employee to the Human Resources Department on a monthly basis, on the district's form, regarding the employee's ability to continue employment prior to the leave. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If the conditions are not met, administration will initiate the leave. The extended medical leave (or short term disability leave) shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job. See Article 8(c)(12).

H. Jury Duty

Individuals who are summoned for jury duty examination and investigation must notify the

Human Resources Office within twenty-four (24) hours of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. An employee who is released from jury duty and who has sixty (60) minutes or more remaining on their work day, is required to report to work. Such time spent on jury duty shall not be charged against leave days.

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

I. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this official closing is announced on radio and television stations or through a program established by the administration, staff will be expected to report for work, except as provided in this subsection. "Other conditions" include, but are not limited to, loss of power, heat, water, or safety issues, etc.

1. In the event of inability to reach work due to inclement weather, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed. An individual who reports to work when school is cancelled due to inclement weather (i.e. snow day) will be paid for all hours worked provided he/she engages in work as mutually agreed upon between the individual and the Supervisor of the Deaf and Hard of Hearing (DHH) program.
2. In the event a facility must be shut down after the school day has begun and the individual has reported for work, the individual may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the individual may be reassigned to another facility, and if not, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for time missed.
3. Closing Before Beginning of Work Day for "Other Conditions"
If a facility is closed before the beginning of the work day for "other conditions" such as a water main break, heating problem, etc., the individual may be reassigned to another facility, and if not, the employee is not expected to report to work and has the

option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed.

ARTICLE 6 - LEAVES OF ABSENCE (noncompensable)

A. Family and Medical Leave Act

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

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

B. Child Care Leave

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

4. In accordance with this section, a 12 month unpaid leave of absence is available in cases of adoption.

C. Military Leave

Reinstatement from Military Leave

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

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

D. Leave for Association Business

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

E. Conditions for Return from Leave

1. The Board of Education reserves the right to have any individual returning from a leave of absence examined by a Board-appointed physician to verify their ability to return to work and perform the essential duties of the assigned position. Should no vacant position exist, the individual will be considered as unassigned staff.
2. An individual who is on a leave of absence, and does not return upon the expiration of the leave, will be considered to have voluntarily terminated their employment.

ARTICLE 7 - HOLIDAYS

A. A maximum of nine (9) paid holidays per year will be granted to each staff member. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received

permission from the Assistant Superintendent for Human Resources and Labor Relations, in advance, or is on a compensable leave as defined in Article 5 of this Agreement.

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

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

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

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

ARTICLE 8 – INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations

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

2. Commencement and duration of coverage

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

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

3. Board reserves the right to change insurance carriers

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

B. Duplication of Insurance

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

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

No Duplication of Medical/Hospitalization Insurance if District is Not Self-Insured

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

C. Cafeteria Benefits Plan – “Educated Choices” Group Coverage

1. Publicly Funded Health Contribution Act

The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rates for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs (“the Additional Payments”) than the “hard cap amounts” 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 for the following plan year which begins January 1.

If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) exceed the “hard cap” maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District

will discuss such deduction with the Association prior to implementation. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the “hard cap” maximums, the District will contribute to the employees’ Health Savings Account (HSA) or Flexible Savings Account (FSA) according to the formula in (C)(2)(d) 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.

2. Coverage for Interpreters/Interveners Who Work 32.5 or More Hours Per Week

The District will provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following options for interpreters/interveners who work 32.5 or more hours per week, and who make proper application to participate in the Bloomfield Hills Schools Flexible Benefits Plan.

- The insurance coverage in the July 1, 2010 – June 30, 2013 Agreement will remain in effect from July 1, 2013 through December 31, 2013.
- Effective January 1, 2014, the District will provide, either by self-insurance or a policy of insurance, the following group medical coverage to each eligible interpreter/intervener:
 - a) PPO HSA – Plan 1250/0% Medical Coverage

The PPO HSA – Plan 1250/0% medical coverage includes the following:

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

- In-Network Deductible: The in-network deductible is \$1250 for a one-person contract or \$2500 for a family contract (two or more members). There is no 4th quarter carryover.
- Out-of-Network Deductible: The out-of-network deductible is \$2500 for a one-person contract or \$5000 for a family contract (two or more members). There is no 4th quarter carryover.
- 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 B in the back for additional information. Appendix B is provided for information only and is not part of the contract.

b) PPO HSA Prescription Drug Coverage – Triple Tier Copayment

The HSA prescription drug benefit, including mail order drugs, are subject to the same deductible and same annual co-insurance/copay dollar maximums as the HSA medical coverage. Benefits are not payable until the annual deductible has been met. After the deductible has been satisfied, the applicable copays 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) – imposes 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 listed in Appendix B.

c) 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 on the formula 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 – the Publicly Funded Health Contribution Act.

d) Formula for the District Contribution to Employee Health Savings Accounts (HSA)

1. 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).
2. Use the illustrative rates for the applicable plan year and determine the cost of the PPO HSA 1250/0% plan.
3. Determine the “hard cap” amount for single, two person 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)).
4. Subtract the total 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.
5. The percentage contribution to the individual HSAs will be determined as follows:
 - a) Calculate total sum of HSA funding
 - I. Take the number of single subscribers x the respective differential (calculated in #4 above).

- II. Take the number of two person subscribers x the respective differential (calculated in #4 above).
 - III. Take the number of full family subscribers x the respective differential (calculated in #4 above).
 - IV. Take the sum of I, II, III.
- b) Calculate total employee deductible expense
- I. Take the number of single subscribers x the deductible of \$1250.
 - II. Take the number of two person and full family subscribers x the deductible of \$2500.
 - III. Take the sum of I and II.
- c) Divide (a) by (b) to calculate percent of deductible contributed to the HSA per employee.

6. See Appendix B for an example of the application of the formula.

e) Other Factors

Contributions Cannot Exceed IRS Limits

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.

Mid-Plan Life Status Changes

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

Flexible Spending Account

Those employees who are not eligible to participate in an HSA due to IRS established age restrictions, currently age 65 and over, or employees who do not elect to participate in a HSA, will receive the employer contribution (if any) into a Flexible Spending Account.

f) Proration of District Contribution to Health Savings Account

An election by an Employee to receive medical/hospitalization coverage under the District's High Deductible Health Plan (HDHP) and to receive the District contribution to a Health Savings Account (HSA) associated with that coverage is irrevocable for the Plan Year for which the election is made. In the event that the employment of an Employee who has elected to receive a District HSA contribution ceases before the end of the Plan Year and 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 Children's Health Insurance Program (CHIP), will receive a prorated District HSA contribution based on the ratio of the number of months of the Plan Year in which they participate in the District's HDHP, divided by 12 months, provided that they are otherwise eligible to receive HSA contributions.

3. The following terms and features also apply to the group medical coverage provided by the District:
 - a) Employee Contribution Toward Health Care
Each employee electing health insurance coverage shall make the following annual pre-tax contribution toward the cost of health care. The amount will be prorated if the employee does not work a full plan year:

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

b) Health Risk Assessment/Rebate

1. 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.

2. 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 C(3)(a) above. Eligibility for the rebate is based upon receipt by the Benefits Coordinator, in the Human Resources Department of the completed health risk assessment form by the following dates:

2014 Plan Year

The employee/spouse may submit the health risk assessment for any physical exam that occurred between August 4, 2012 and September 5, 2013. Forms must be received no later than September 5, 2013.

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.

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.

2017 Plan Year

The dates will be determined by the Human Resources Department.

2018 Plan Year

The dates will be determined by the Human Resources Department.

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%.

c) Cash Payment in Lieu of Medical/Hospitalization Insurance

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 for those employees who are eligible for but do not elect the employer-provided medical/hospitalization coverage. The co-payment will be prorated if the employee does not work a full plan year. Staff who do not have medical/hospitalization coverage from another source are not eligible for this benefit.

Single Opt Out	\$600
Two-Person Opt Out	\$800
Full Family Opt Out	\$1000

4. Dental Care

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

5. Vision
The vision care program with a \$35.00 cap on frames, will provide services including examination, lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.
6. Benefits for Employees who Work 25 Hours or More Per Week
For each individual who works 25 hours or more per week, the Employer will self-insure or pay the premium for the following: single subscriber hospital/medical, life insurance, temporary disability and salary continuation, and long term disability insurance, as provided for and according to the same terms, as employees working 32.5 hours per week or more. This includes the employee contribution toward health care, eligibility for rebate of contribution for participation in the annual health risk assessment, eligibility for a district contribution to a HSA (or FSA), proration of any over payment into a HSA, all as provided in Article 8(c)(2)(3)(a),(b),(c) and(7)-(14).
7. Life Insurance
The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each individual. The life insurance policy shall pay the employee's designated beneficiary the sum of \$40,000 upon death with a provision for double indemnity in the event of accidental death.
8. Additional Life Insurance
Each staff member will have the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.
9. Dependent Life Insurance
Each staff member will have the option to purchase life insurance for their spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.
10. Health Care Reimbursement Account
Each staff member will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.
11. Dependent Care Reimbursement Account
Each staff member will have the option to participate in a pre-tax Dependent Care

Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

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

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

- (1) For off-the-job sickness and accident, after all leave days have been used or ten (10) work days, whichever is later, the individual will be paid:
 - (a) Up to thirty (30) work days at 75% of the individual's current wages;
 - (b) Up to an additional 210 work days at 60% of the individual's current wages.
- (2) Any staff member who is absent for five consecutive days will contact the Human Resources Manager and complete the necessary forms provided by the Human Resources Office.
- (3) Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

13. Long-Term Disability

(1) Benefit

Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$1,500.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

(2) Offset

The amount received from the insurance company will be reduced by any primary remuneration received from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits

or other such pensions.

(3) Separation from Employment

On the date an employee commences long-term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within 6 months of the date of the commencement of the long-term disability leave, the employee will be given consideration for placement in a vacant interpreter/intervener position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

If the employee does not return to work within 6 months from the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

14. Workers' Compensation (provided for all employees)

Benefit

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

No Leave days charged for 120 days

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

No Eligibility for Short Term Disability

Should the individual continue to be off work beyond a period of 120 days, the employee shall not then be eligible for short-term disability benefits under Article 8.

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

Doctor Visits

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

Benefits Beyond One Year

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

Separation from Employment

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

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

ARTICLE 9 - HEALTH

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

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

ARTICLE 10 - MILEAGE

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

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

C. Mileage is payable as follows:

1. Mileage will not be paid for travel to the employee's assigned building.
2. Employees will be paid for required travel between buildings during the school day.
3. Mileage will be paid for out-of-district assignments from the school to the assignment and return to school. However, if the employee returns to a location other than school (such as home) then the mileage will be paid to whatever destination has less mileage.
4. When an employee leaves from school to interpret at an in-district supplemental assignment, no mileage is paid.

5. Employees cannot be paid for “supplemental time” and mileage at the same time. (See Article 11(D) – Extended Day Provisions).
6. If the employee is able to ride the bus or take district provided transportation, the employee will not be paid mileage. Exception: If the employee is not required to remain at the event for the purpose of providing interpreting/intervener services, the employee may elect to provide their own transportation and will receive mileage. If there is a dispute about the necessity of remaining at the event, the Supervisor of the Deaf and Hard of Hearing program will make the determination.

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

1. The round trip daily commute mileage from home to work must be subtracted from daily round trip miles driven for that day excluding personal mileage.*
2. A Mapquest map from the employee’s home to the building site and a Mapquest map for the round trip mileage to the assignment site may also be required.
3. A Mileage Log must also be submitted (available in Shared Forms Folder)
 - i. For example: Round trip mileage from the employee’s home to
 - ii. work is 30 miles. Round trip mileage for the day, less any personal miles, is
 - iii. 35 miles. The reimbursable mileage is 5 miles.
4. If the mileage to the assignment site from home is less than the daily commute, no reimbursement will be issued for mileage.

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

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

ARTICLE 11 - WAGES

A. Salary

1. Interpreter Wage Schedule

INTERPRETER PAYSACLE 2013-2017

STEPS	MINIMUM EIPA 3.5-3.9	1 EIPA 4.0- 5.0	2 EIPA 4.0-5.0	2 EIPA 4.0-5.0 PLUS CURRENT STATE/ NATIONAL CERTIFICATION*
0	17.25	19.00	21.00	21.21
1	18.11	19.95	22.05	22.27
2	19.02	20.95	23.15	23.38
3	19.97	21.99	24.31	24.55
4	20.97	23.09	25.53	25.79
5	22.02	24.25	26.80	27.07
6	23.12	25.46	28.14	28.42
7	23.81	26.23	28.99	29.28
8	24.52	27.01	29.86	30.16
9	25.26	27.82	30.75	31.06
10	25.89	28.52	31.52	31.84
11	26.54	29.23	32.31	32.63
12	27.20	29.96	33.12	33.45
13	27.88	30.71	33.94	34.28
14	28.58	31.48	34.79	35.14
15	29.29	32.27	35.66	36.02
16	29.58	33.51	36.92	37.29
17	29.88	33.85	37.29	37.66
18	30.18	34.19	37.66	38.04
19	30.48	34.53	38.04	38.42
20	30.78	34.88	38.42	38.80

***RID/BEI/NAD which is registered on the Michigan Department of Civil Rights website.**

2. Intervener Wage Schedule

INTERVENER WAGE SCHEDULE 2013-2017

<u>STEP</u>	<u>MINIMUM</u>	<u>NATIONAL INTERVENER CREDENTIAL</u>
0	\$15.85	\$16.85
1	\$16.64	\$17.69
2	\$17.47	\$18.58
3	\$18.35	\$19.51
4	\$19.27	\$20.48
5	\$20.23	\$21.51
6	\$21.24	\$22.58
7	\$21.88	\$23.26;
8	\$22.53	\$23.96
9	\$23.21	\$24.67
10	\$23.79	\$25.29
11	\$24.39	\$25.92
12	\$24.99	\$26.57
13	\$25.62	\$27.24
14	\$26.26	\$27.92
15	\$26.92	\$28.61
16	\$27.19	\$28.89
17	\$27.46	\$29.18
18	\$27.73	\$29.47
19	\$28.01	\$29.77
20	\$28.29	\$30.07

B. Increments and Experience Credit

1. Salary schedule progress will be initiated on July 1 of each school year; however, if the hire date is on or after March 2, a step increment will be given July 1st of the following year.
2. Credit may be granted for outside work and/or district experience.
3. Additional Certification Pay: Upon appropriate documentation, interpreters/interveners may receive one of the following additional certification pay increments as reflected on the wage schedule:

a. Interpreters (only)

Educational Interpreter Performance Assessment (EIPA) certification with a score of 4.0 or above. An interpreter is eligible for placement on the EIPA-1 wage schedule if he/she has one EIPA certification (elementary or secondary). The interpreter is eligible for placement on the EIPA-2 wage schedule if he/she obtains the other EIPA certification (either elementary or secondary).

Two Educational Interpreter Performance Assessment (EIPA) Certifications with a score of 4.0 or above plus a State or National certification. Interpreters are eligible for placement on the EIPA-2 Plus wage schedule if he/she has an elementary and secondary EIPA certification with a score of 4.0 or above, which is registered and reflected on the Michigan Department of Civil Rights website and has current State or National certification which is registered and reflected on the Michigan Department of Civil Rights website.

Appropriate documentation must be provided to the Human Resources Department before a schedule change will be made.

b. Interveners (only)

An Intervener is eligible to be placed on the National Intervener Credential wage schedule if he/she has current National Intervener Certification and provides appropriate documentation to the Human Resources Department.

In order to receive additional certification pay, an interpreter/intervener shall submit his/her request in writing to the Assistant Superintendent for Human Resources and Labor Relations along with documentation (satisfactory to the Assistant Superintendent for Human Resources and Labor Relations) that the EIPA/State/National certification (Interpreters) or National Intervener Credential (Interveners) has been completed. For the RID/NAD, full certification must be completed (i.e. passing both the written and performance tests).

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

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

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

C. Supplemental Activities

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

D. Work Schedule

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

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

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

ARTICLE 12 - SENIORITY

A. Seniority Date

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

B. Loss of Seniority

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

1. The employee quits.

2. The employee is discharged.
3. The employee is absent without notice or approval for three (3) consecutive working days.
4. The employee fails to respond to a recall letter within 10 working days from the date of mailing the letter to the employee's last known address in the employee's personnel file.
5. The employee is laid off for a period of time exceeding one year.
6. The employee does not return to work after a medical leave or workers' compensation leave within the time frame provided in Article 8(C)(13) (long-term disability) and Article 8(C)(14) (workers' compensation).
7. The employee fails to maintain current State required qualifications.

C. Seniority (Leaves of Absence)

Staff, while on approved short term disability (Article 8(C)(12)) or child care (Article (6)(B)) leaves of absences, shall accumulate seniority.

ARTICLE 13 - REDUCTION/RECALL

- A. In the event there is a reduction in staff, administration will consider the following in determining which staff will be laid off:
1. Qualifications of the staff for existing or remaining positions (as determined by administration);
 2. Job performance of the staff (as determined by administration);
 3. Attendance (as determined by administration); and
 4. Seniority

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

- B. Staff to be laid off for an indefinite period of time will be given at least 30 calendar days notice of layoff. For purposes of recall, administration will consider the factors outlined in (13)(A) above to determine the order of staff recall. Notice of recall shall be sent to the employee at the

last known address as provided by the employee and as shown on the employer's record, by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall the employee shall be terminated.

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

ARTICLE 14 - TUITION REIMBURSEMENT

Reimbursement for college tuition and State or National Certification such as RID/BEI/EIPA or National Intervener Credential will be provided for those individuals required or approved to attend school, providing course work is completed with a grade of "B" or better certification is acquired. Reimbursement is subject to the course work being directly related to the individual's assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. Approved workshop and conference tuition or conference registration may be reimbursed on the same basis. The total annual reimbursement for the entire bargaining unit will not exceed four thousand (\$4000).

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

ARTICLE 15 - PROBLEM RESOLUTION

- A. Concern To Be Processed Within 10 Working Days

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

- B. Initial Presentation of Concern

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

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

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

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

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

ARTICLE 16 - VACATION

A. Vacation Earnings

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

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

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

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

B. Additional vacation days for perfect attendance

As an incentive for perfect attendance, employees who are present every day during one or both of the following time periods will earn an additional vacation day for each time period he/she has perfect attendance. The time periods are the first reporting day in August to December 31 and January 1 to the end of school year in June. Days taken for funeral leave, snow days, if the building

is closed, for approved days taken without pay or for approved days for job required testing in accordance with Article 5(C)(6) will not be counted against the employee for determining eligibility for the additional days.

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

ARTICLE 17 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

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

C. Emergency Manager Legislation

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

ARTICLE 18 – CONTRACT REOPENER

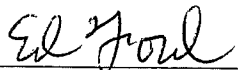
Either party may reopen the contract, for the purpose of revising contractual provisions to comply with current law (e.g. the Patient Protection & Affordable Care Act) by serving written notice of such intent upon the other party.

ARTICLE 19 - DURATION OF AGREEMENT

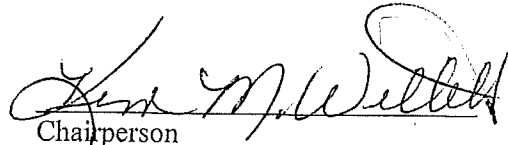
This Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect until June 30, 2018. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing in the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

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

A tentative Agreement was reached by the parties on July 15, 2013. This Agreement was ratified by the Bloomfield Hills Association of Interpreters and Interveners on August 8, 2013 and approved by the Bloomfield Hills Schools Board of Education on August 15, 2013.



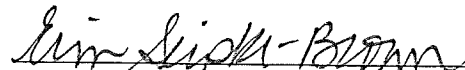
President



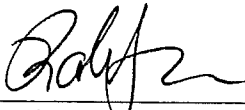
Chairperson



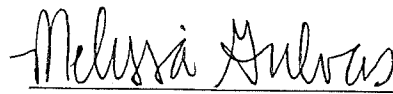
Vice President



Negotiating Team



Superintendent



Negotiating Team

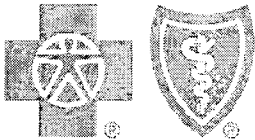
APPENDIX

APPENDIX ABenefits-at-a Glance/Riders

APPENDIX B Example of District Contribution to Health Savings Account

APPENDIX CFamily and Medical Leave Act Procedures

APPENDIX DGuidelines for Posting Vacancies & Transfer Requests/
Interpreter Transfer Request



**Simply BlueSM PPO HSA – Plan 1250/0% Medical Coverage
with Prescription Drug Coverage
Bloomfield Hills Board of Education
007002956
January 1, 2014**

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.

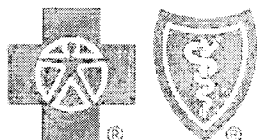
Deductibles Note: Your deductible combines deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage. Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
	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.	
Fixed dollar copays	Based on prescription drug copay rider selected	Based on prescription drug copay rider selected
Coinsurance amounts Note: Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount
Annual coinsurance/copay dollar maximums Note: Your coinsurance/copay dollar maximum combines 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
Lifetime dollar maximum	None	

Preventive care services

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.

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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 *

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) Note: 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 Note: 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 Note: 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

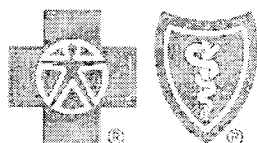
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible

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

Hospital care

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

Surgical services

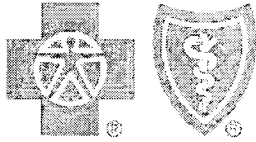
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary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

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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 *

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.

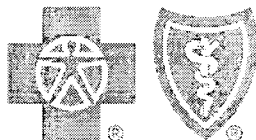
Inpatient mental health care and Inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities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

Other covered services

Outpatient Diabetes Management Program (ODMP) Note: 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 combined maximum of 24 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 Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 30 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
Prescription drug copay riders • Riders PD-TTC \$5/\$25/\$50 and PD-RX-CM (open formulary)	You must 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.	
Rider CI , contraceptive injections Rider PCD , prescription contraceptive devices Rider PD-CM , 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). Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.	

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



Simply BlueSM 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

January 1, 2014 All Groups

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[®] and Humira[®]) 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. 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
Tier 1 – 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
Tier 2 – 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
Tier 3 – 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 plus 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 plus 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 plus an additional 20% prescription drug out-of-network copay **
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: 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 plus an additional 20% prescription drug out-of-network copay **

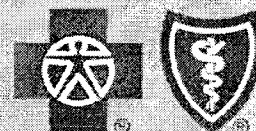
* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

** 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>BCBSM Custom Formulary</p>	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. ▪ Tier 2 (preferred brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay. ▪ Tier 3 (nonpreferred brand) – Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.
<p>Prior authorization/step therapy</p>	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. Step Therapy, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at bcbsm.com. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
<p>Mandatory maximum allowable cost drugs</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 MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a 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>Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
<p>Drug interchange and generic copay waiver</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>Quantity limits</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 bcbsm.com.</p>



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

Group: 007002956 BPID: 0001 INTERP/INTERVENER 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.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

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

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

Member's responsibility (copays and dollar maximums)

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

Class I services

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

Class II services

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

**Class II services, continued**

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

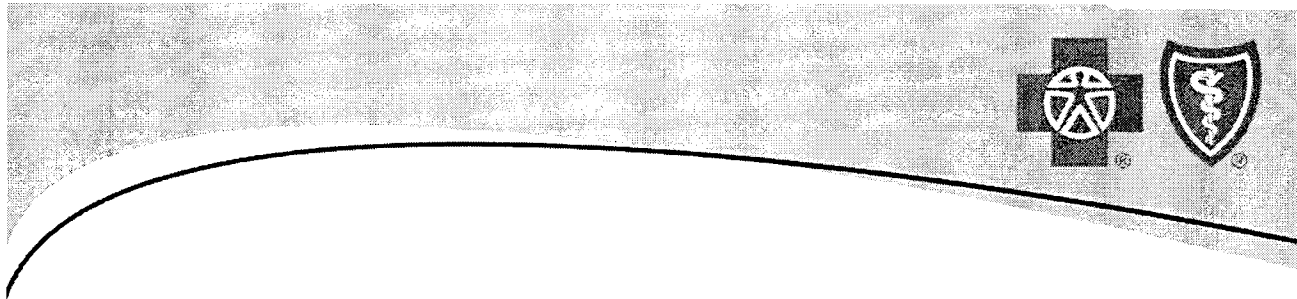
Class III services

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

Class IV services – Orthodontic services for dependents under age 19

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

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



Vision Care (A80) Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education

Group: 007002956 BPID: 0001 INTERP/INTERVENER 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
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	A combined \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge

Eye exam

Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
	One eye exam in any period of 24 consecutive months	

Lenses and frames

Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	Covered – \$7.50 copay (one copay applies to both lenses and frames)	Covered – \$7.50 copay (one copay applies to both lenses and frames)
	One pair of lenses, with or without frames, in any period of 24 consecutive months	
Standard frames	Covered – \$7.50 copay (one copay applies to both frames and lenses)	Covered – \$7.750 copay (one copay applies to both frames and lenses)
	One frame in any period of 24 consecutive months	

Contact lenses

Medically necessary contact lenses (must meet criteria of medically necessary)	Covered – \$7.50 copay	Covered – up to predetermined amount
	One pair of contact lenses in any period of 24 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)
	One pair of contact lenses in any period of 24 consecutive months	

Funding to the Interpreters/Interveners Health Saving or Flexible Savings Ac						
Interpreters and Interveners 2014 plan year						
	Single	Two Person	Full Family			
CAP	\$5,857.58	\$11,715.17	\$15,975.23			
Cost of Insurance	\$5,290.92	\$12,698.04	\$15,872.64			
Amount less than the CAP used to fund the Health Savings Acct	\$566.66	-\$982.87	\$102.59			
Current coverage cost	\$5,290.92	\$12,698.04	\$15,872.64			
Savings per person	-\$566.66	\$982.87	-\$102.59			
Currently Enrolled	3	5	14	22		
Total Savings if ALL staff moved to this coverage	-\$1,699.98	\$4,914.35	-\$1,436.26		Annual Cost \$1,778.11	
Health Savings Account Funding						
Single	3	\$566.66	\$1,699.98			
Two Person	5	-\$982.87	-\$4,914.35			
Full Family	14	\$102.59	\$1,436.26			
	22		-\$1,778.11			
Note: These numbers vary from the information above. State law requires us to count the cap differently than BC for employee and child.						
	3	1250		\$	3,750.00	\$ (43.37)
	19	2500		\$	47,500.00	\$ (86.74)
					\$ 51,250.00	
				Percent of deduction funded		-3%
Amount to be paid by employee						

BOARD Insurance Savings

1/23/2014

Copy of HSA funding 2014 Examples_Inter-Interveners.xls

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

1. PURPOSE

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

3. GENERAL

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

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

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

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

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

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

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

4. NOTICE

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

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

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

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

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

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

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

5. **SUBSTITUTION OF PAID LEAVE TIME**

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

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

6. MEDICAL CERTIFICATION

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

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

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

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

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

8. BENEFITS

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

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

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

9. **RETURN TO WORK**

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

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

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

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

10. **KEY EMPLOYEES**

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

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

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

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

11. FAILURE TO RETURN FROM LEAVE

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

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

Date Adopted: April 24, 2009

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

Guidelines for Posting of Vacancies and Transfer Requests

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

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

Posting:

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

Voluntary Transfer Requests:

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

Criteria for Filling Vacancies/Transfer Requests:

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

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

Special Positions:

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

Involuntary Transfers:

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



INTERPRETER TRANSFER REQUEST

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

Name: _____

Current Position: _____
Title Building Hours per week

Position Desired: _____
Title Building Hours per Week

Comments: _____

Interpreter Signature

Date

Supervisor of Deaf & Hard of Hearing
Signature

Date

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