

Bloomfield Hills Schools Office Personnel Agreement



July 1, 2008 — June 30, 2013



Bloomfield Hills Schools
Scholarship · Opportunity · Integrity

Bloomfield Hills Schools Mission Statement and Core Values

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

Students

Safe Learning Environment

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

Choices

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

Purpose and Meaning

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

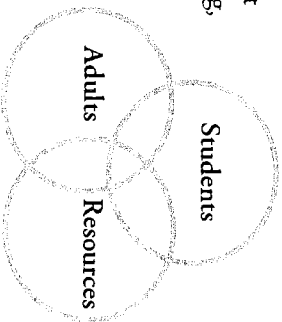
Adults

Passion for Learning

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

Responsibility

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



Resources

Mission-Centered Use of Financial Resources

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

Securing the Future

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

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - REPRESENTATION	1
Officer Notification	1
Union Representatives.....	1
Investigation, Initiation & Presentation of Grievances.....	1
ARTICLE 4 - UNION SECURITY & DUES CHECK-OFF	1
Union Security	1
Dues Deduction.....	2
ARTICLE 5 - STAFF MEMBER RIGHTS	2
Legal Obligations	2
Nondiscrimination.....	2
Personnel File.....	2
ARTICLE 6 - MANAGEMENT RIGHTS	2
Reservation of Rights.....	2
Exercise of Rights	3
ARTICLE 7 - UNION RIGHTS.....	3
Bulletin Boards and School Mails.....	3
Use of Facilities and Equipment	3
Information.....	3
ARTICLE 8 - SENIORITY	3
Commencement of Seniority.....	3
Seniority List.....	3
Probationary Period.....	4
Loss of Seniority	4
Seniority (Leaves of Absence).....	4
ARTICLE 9 - LAYOFF	5
Temporary Layoffs not Exceeding One Week.....	5
Reduction of Staff: Substitute and Temporary Staff; Probationary Staff.....	5
Employee in Affected Position Removed First.....	5
Bumping/Layoff.....	5
Definition: Capable of Performing Work.....	5
Notice of Layoff.....	5
Partial Reductions in Assignments.....	5
Furlough Days.....	6
ARTICLE 10 - RECALL	6
By Classification and Reverse Order of Layoff	6
Seniority Staff Recalled Before New Staff Hired	6
Notice of Recall Sent to Last Known Address.....	6
Employees Responsible for Notifying Employer of Change of Address	6
ARTICLE 11 - GRIEVANCE PROCEDURE	6
Procedure	6

Step One.....	6
Step Two.....	7
Pre-Arbitration.....	7
Step Three (Arbitration).....	7
Individual Grievances.....	8
Monetary Awards.....	8
ARTICLE 12 - PROMOTION, TRANSFER & ASSIGNMENT.....	8
Postings and Bidding.....	8
Filling Vacancies.....	8
Staffing Conditions.....	8
Promotion.....	8
Lateral Transfers.....	9
Demotion.....	9
Involuntary Reassignments (Permanent).....	9
Trial Period Conditions.....	9
ARTICLE 13 - DISCHARGE & DISCIPLINE.....	9
Notice of Discharge or Suspension.....	9
Appeal of Discharge or Suspension.....	9
Discharge of Probationary Employee not Subject to Grievance.....	10
Use of Past Record.....	10
ARTICLE 14 - SPECIAL CONFERENCES.....	10
Establishment and Use of Special Conferences.....	10
Procedure for Arranging Special Conferences.....	10
Union Meetings Preceding Special Conferences.....	10
ARTICLE 15 - WORKING HOURS.....	10
Shift Hours.....	10
Breaks.....	11
Overtime.....	11
Less Than Full Time or Job Sharing.....	11
ARTICLE 16 - COMPENSABLE LEAVE DAYS.....	11
Definition.....	11
Accumulation.....	11
Use of Leave Days.....	11
Personal Illness.....	12
Family Illness.....	12
Bereavement.....	12
Personal Leave.....	12
Religious Holidays.....	12
Use of Accumulated Leave Bank.....	12
Leave Day Provisions.....	12
Maternity Leave.....	13
Jury Duty.....	13
Inclement Weather Days.....	13
Closing of Facility.....	14
ARTICLE 17 - LEAVES OF ABSENCE (non-compensable).....	14
Basic Leave Entitlement.....	14
Child Care Leave.....	14
Military Leave.....	14
Leave for Union Business.....	15
Conditions for Return from Leave.....	15

ARTICLE 18 - VACATION	15
Vacation-Earning Schedule.....	15
Definitions: Twelve month staff and eleven month staff	15
Vacation is Earned from July 1 through June 30	16
Vacation Proration	16
Vacation Use	16
Vacation Payment	16
Vacation Payment Upon Termination.....	16
 ARTICLE 19 - HOLIDAYS.....	17
Ten Holidays Granted	17
Enumerated Holidays	17
When Holiday Falls on Weekend.....	17
Floating Holiday.....	17
 ARTICLE 20 - INSURANCE BENEFITS.....	17
Benefit Eligibility.....	17
Continuation of Benefits for Certain Employees Per the 1990-92 Collective Bargaining Agreement	18
Cafeteria Benefit Plan - <i>Educated Choices</i>	18
Medical/Hospital Insurance.....	18
Hospital-Medical Benefit Proration	19
Dental Insurance.....	20
Life Insurance	20
Vision Insurance.....	20
Additional Life Insurance.....	20
Dependent Life Insurance	20
Flexible Spending Account.....	20
Temporary Disability and Salary Continuation.....	21
Long-Term Disability.....	21
Workers' Compensation	22
Doctor Visits	22
 ARTICLE 21 - SEVERANCE	22
 ARTICLE 22 - HEALTH	23
 ARTICLE 23 - RATES FOR NEW JOBS	23
 ARTICLE 24 - MILEAGE	23
 ARTICLE 25 - WAGES.....	23
Salary	23
Longevity	25
Classifications	25
Increments and Experience Credit	26
Tuition Reimbursement.....	26
 ARTICLE 26 - DEFINITIONS	26
Full-Time Staff.....	26
Part-Time Staff.....	26
Temporary Staff	26
Substitute Staff.....	26

ARTICLE 27 - EFFECT OF AGREEMENT	27
Addendum to Contract	27
Conformity to Law	27
ARTICLE 28 - NO STRIKE/LOCKOUT	27
No Strike	27
Lockout	28
ARTICLE 29 - DURATION OF AGREEMENT.....	28

ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 15th day of July, 2010, between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "School Board"), and the Michigan Education Support Personnel Association (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION

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

All office clerical and secretarial personnel, excluding supervisors, coordinators, temporary substitute staff, confidential staff members, as follows: administrative assistant to the Superintendent, administrative assistant to the Executive Assistant to the Superintendent, administrative assistants to the Assistant Superintendents for Instruction, administrative assistant to the Assistant Superintendent for Human Resources and Labor Relations, administrative assistant to the Assistant Superintendent for Business Services, Accountants, Purchasing & Budgets Department Coordinator; and all other staff.

ARTICLE 3 - REPRESENTATION

A. Officer Notification

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

B. Union Representatives

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

C. Investigation, Initiation & Presentation of Grievances

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

ARTICLE 4 - UNION SECURITY & DUES CHECK-OFF

A. Union Security

1. All current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining unit, within 10 days after the 30th day of employment shall be given the opportunity to voluntarily elect whether to join the Union or to refrain from joining.
2. As a condition of employment, all employees shall either become a member of the Union and pay dues, or shall pay a service charge equal to the amount of the periodic dues required by a member of the union, which amount is related to the Union's core representational activities such as collective bargaining and administration of the labor contract. The parties acknowledge that this provision does not apply to contributions to Political Action Committees. Such contributions, through a payroll deduction, require voluntary authorization as required by the Michigan Campaign Finance Act. All employees have the right to

join, not join, maintain or drop their membership in the Union as they see fit.

3. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with the provisions of this article.

B. Dues Deduction

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

ARTICLE 5 - STAFF MEMBER RIGHTS

A. Legal Obligations

The Union and employer agree to recognize those applicable laws governing employees in the work place.

B. Nondiscrimination

The Employer and the Union agree that an employee will not be discriminated against solely on the basis of race, religion, creed, national origin, sex, marital status or disability.

C. Personnel File

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

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

ARTICLE 6 - MANAGEMENT RIGHTS

A. Reservation of Rights

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

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

B. Exercise of Rights

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

ARTICLE 7 - UNION RIGHTS

A. Bulletin Boards and School Mails

Bulletin board space and mail facilities in each building, including mail boxes, may be made available to the Union for official business. The Board, however, shall not assume the responsibility of, or any liability for, notices posted or to be delivered for Union purposes.

B. Use of Facilities and Equipment

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

C. Information

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

ARTICLE 8 - SENIORITY

A. Commencement of Seniority

The seniority of all employees on the seniority list shall commence with the most recent date of hire as a regular employee (not as a substitute) by the Board.

B. Seniority List

1. The seniority list will include the names, job titles, classification and most recent date of hire of all employees entitled to seniority.
2. The Board will keep the seniority list up to date by providing the Union with a current copy in July, October and February of each fiscal year.
3. Seniority shall include only secretarial services as a bargaining unit member.
4. Any employee who leaves the bargaining unit may have their accrued secretarial seniority frozen at the amount earned as of the last day worked in the bargaining unit. If that employee returns to the bargaining unit, they may have the secretarial seniority accrued prior to leaving the bargaining unit reinstated. An employee does not accrue bargaining unit seniority in any position not covered by this contract.

C. Probationary Period

1. The First 90 Work Days Are Probationary

The first ninety (90) full work days of employment shall be probationary. During the first sixty (60) full work days of employment, the employee shall have no temporary leave or other benefits, except holiday pay, per Article 19. If the employee is absent, the probationary period is extended by the number of days absent. Any other extension of the probationary period will be by mutual agreement of the Board and the Union.

2. Leave Days and Other Benefits Begin After Sixty Full Work Days

Leave days will be available upon the satisfactory completion of sixty (60) full work days and may be used as provided in Article 16. Life insurance and short term disability will also commence upon the satisfactory completion of the sixty full work days. Health, dental, vision, and long term disability (LTD) will be effective for eligible employees on the first day of the month after satisfactory completion of the sixty (60) full work days.

3. Seniority Status

If the employee is continued in employment beyond the ninety (90) day probationary period, the employee shall acquire the status of a seniority staff member and seniority shall be established from the first day worked as a probationary staff member.

4. Union Representation

The Union shall represent probationary staff for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary staff may be discharged at the sole discretion of management. The discharge of a probationary employee is not subject to the grievance process. (see Article 13 (D))

D. Loss of Seniority

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

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
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 worker's compensation leave within the time frame provided in Article 20(C)(10) and (11).

E. Seniority (Leaves of Absence)

Staff, while on approved compensable leave days or on short term disability (Article 20(C)(9)) or child care (Article 17 (B)) leaves of absence, shall be able to accumulate up to one year of seniority.

ARTICLE 9 - LAYOFF

A. Temporary Layoffs not Exceeding One Week

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority and qualifications.

B. Reduction of Staff: Substitute and Temporary Staff; Probationary Staff

In the event that it becomes necessary to reduce the number of staff through layoff from employment, substitute and temporary staff then probationary staff in the affected positions will be laid off first.

C. Employee in Affected Position Removed First

In the event layoff of regular seniority staff becomes necessary, those employees in the affected positions shall be removed first.

D. Bumping /Layoff

1. Any employee so removed may exercise seniority district-wide to remove the least senior staff member in the same or lower classification, provided the employee has the seniority and can satisfactorily meet the standards and is capable of performing the work without a trial period. If the employee has satisfactorily served in a higher classification, the employee may bump the least senior employee in the higher classification if he/she can satisfactorily meet the standards and is capable of performing the work without a trial period.
2. If the employee who is being displaced under Paragraph D, above, has seniority, the employee may either accept the layoff or displace the least senior staff member in a lower classification, provided the first employee has more seniority and can satisfactorily meet the standards and that the most senior employee is capable of performing the work without a trial period.

E. Definition: Capable of Performing Work

It is understood that "capable of performing" the work includes temperament, personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining capability.

In the application of this provision, the Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is "capable of performing" the work.

F. Notice of Layoff

Staff to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. Copies of layoff notices will be sent to the Local president on the same date the notices are issued to the employees.

G. Partial Reductions in Assignments

- 1) If a full time position is to be reduced to less than full time, the employee in the position reduced shall receive a thirty (30) calendar days notice (or more, if practicable) prior to the reduction being implemented.
- 2) Less than full time is defined as:
 - a) Moving from a twelve (12) month position to a less than twelve (12) month position or an eleven (11) month position to a less than eleven (11) month position; or

- b) Moving from a position providing forty (40) hours a week to a position providing less than forty (40) hours a week.

H. Furlough Days

See the Letter of Understanding attached as Appendix F.

ARTICLE 10 - RECALL

A. By Classification and Reverse Order of Layoff

The recall of staff members from a layoff shall be by classification in the reverse order of layoff, provided they can meet the standards and are capable of performing the work without a trial period.

B. Seniority Staff Recalled Before New Staff Hired

All employees having seniority, meeting the standards and capability requirements, will be recalled before any new staff are hired.

C. Notice of Recall Sent to Last Known Address

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 records, by registered or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing of notice of recall, the employee shall be considered as having quit.

D. Employees Responsible for Notifying Employer of Change of Address

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 11 - GRIEVANCE PROCEDURE

A. Procedure

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

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

1. Step One

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

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

2. Step Two

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

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

3. Pre-Arbitration

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

4. Step Three (Arbitration)

a. Referral to Arbitration

If the alleged grievance is unresolved after Step 2, the matter may be referred to arbitration. The union may refer the matter to arbitration provided that notice to refer the matter is given to the employer within ten (10) working days from the date of the written decision at Step Two, or after pre-arbitration is conducted. Within five (5) working days after the date of the written request for arbitration, designated representatives of the Employer and the Union shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

b. If the Parties Are Unable to Agree on Arbitrator

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

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

The Arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Employer, the Union, and the staff member(s) involved.

d. Authority of Arbitrator

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

e. Fees and Expenses

1. The Arbitrator's fees and expenses shall be shared by the Employer and the Union equally. The expenses and compensation for attendance of any individual, witness, or participant in the arbitration shall be paid by the party calling such individual, witness, or requesting such participant.
2. Unless otherwise agreed by the parties, if a scheduled arbitration is cancelled at the request of one party, the party requesting cancellation of the arbitration shall pay any of the arbitrator's fees and expenses associated with the cancellation.

B. Individual Grievances

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

C. Monetary Awards

If a grievance is sustained, the aggrieved party shall be paid for financial loss, as determined in the final disposition. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

ARTICLE 12 - PROMOTION, TRANSFER & ASSIGNMENT

A. Postings and Bidding

1. Vacancies will be posted for a period of seven (7) calendar days in each building during which time any individual who desires the position may apply by bid. Each posting will set forth the position, classification, location and number of hours to be worked and will define the qualifications required for the position. Positions will be posted in buildings except during bona fide recess periods.
2. If possible, posted positions will be filled within five (5) working days after the end of the posting period. If possible, as determined by the Assistant Superintendent for Human Resources and Labor Relations the successful bidder will be transferred within ten (10) working days.

B. Filling Vacancies

1. Staffing Conditions

- a. Interested employees who are qualified and who have satisfactory work records will be considered for vacant positions. The Assistant Superintendent for Human Resources and Labor Relations shall determine the qualifications of candidates.
- b. Qualifications for vacant positions include the following:
 1. Experience;
 2. Ability to perform the job;
 3. Needs of the receiving building or administrator;
 4. Temperament and personality;
 5. The ability to work with a particular administrator, the public, teacher, and students in a harmonious relationship;
 6. Seniority.
- c. Interested personnel will be given the opportunity to re-test for a posted position to determine skill qualifications.
- d. Less-than-52-week staff who make a written request shall have summer postings of secretarial vacancies mailed to their home. The employee shall be responsible for providing the most recent home address; failure to receive a posting in the mail shall not be subject to the grievance procedure.

2. Promotion

- a. Promotion is the change in jobs to one of a higher class and rate of pay.

3. Lateral Transfers

- a. Transfer shall be defined as the movement from one location to another with no change in pay or classification.

4. Demotion

- a. Acceptance of a position that carries a lower rate of pay constitutes a demotion.

5. All internal candidates from the bargaining unit bidding on a position who meet the qualifications set forth in the position posting shall be provided an interview. An employee who bids on a position and is not selected for the promotion, transfer or demotion will, upon request, be provided the reason the employee was not appointed.

C. Involuntary Reassignments (Permanent)

Involuntary reassignment shall not take place without prior discussion with the affected employee, in which any objections to the assignment by the employee shall be considered. If the employee objects to the reassignment, they shall have the right to a full review of the case by the Local president, vice president, or chief steward and the Assistant Superintendent for Human Resources and Labor Relations.

D. Trial Period Conditions

1. When an employee has been selected from bidding for promotion, transfer, or demotion, said employee shall begin a twenty (20) work day trial period. In the event the employee is unable to perform the duties of the new job to the immediate supervisor's satisfaction, the employee shall be removed and returned to the former position and location. The vacancy shall then be filled by the next qualified candidate from the original posting.
2. During the trial period the employee may, at their option, return to the former position and location and pay rate without loss of status or seniority.
3. An employee who bids on and then declines the offer of a posted position or who accepts a lateral transfer, or demotion, but by their own choice does not complete the trial period, cannot bid any additional postings for a period of one month.

ARTICLE 13 - DISCHARGE & DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of a staff member, to promptly notify verbally or in writing the Local president or designee of such action.

Disciplinary actions will be for cause.

B. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Union. The Board's designated representative, likewise, will discuss written reprimands with the employee and the Union upon request. An employee shall be entitled to have a representative of the Union present during meetings concerning disciplinary action. When a request for the representation is made, no meeting will be conducted with respect to the employee until the representative of the Union is present, unless the representative fails to appear for twenty-four (24) hours.

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Union consider the discharge or suspension to be

improper, a complaint shall be presented in writing to the Assistant Superintendent for Human Resources and Labor Relations. The matter shall be referred to Step Two of the Grievance procedure.

D. Discharge of Probationary Employee not Subject to Grievance

The Board retains the right to discharge a probationary employee for any reason and such action shall not be subject to the grievance procedure.

E. Use of Past Record

In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than (5) five years previously. Nor shall the Board take into account any misrepresentations through inadvertent error or mistake on an employee's application form which occurred more than five (5) years previously.

ARTICLE 14 - SPECIAL CONFERENCES

A. Establishment and Use of Special Conferences

There shall be established under this article a closed forum, called "special conferences," for the purpose of improving Employer/Staff relationships. The special conferences are not to be construed or utilized as a grievance or "gripe" session. The special conferences are to be utilized solely as a constructive basis for important matters, and are not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Procedure for Arranging Special Conferences

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

C. Union Meetings Preceding Special Conferences

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

ARTICLE 15 - WORKING HOURS

A. Shift Hours

1. Shift hours will be determined by the Employer, but each shift will consist of up to eight (8) consecutive hours to be worked in five (5) consecutive days excluding a thirty-minute unpaid lunch period.
2. If a full-time staff member is unable to take a work-free lunch period and is required to stay at their work station (and therefore must eat lunch while on duty), the employee will be granted a paid lunch period unless it is rescheduled by the immediate supervisor. The determination of whether the employee must work the lunch period shall be left to the employee's supervisor. If the paid lunch period is granted, the supervisor will adjust the employee's work schedule in line with the needs of the school's (or office's) opening-closing. It is understood that if the paid lunch period is granted by the supervisor, the employee shall be on call and expected to perform any and all duties required.

3. It is further understood that this provision is not applicable in an emergency situation. The paid lunch period is anticipated only: (a) when the employee is regularly scheduled to work the lunch period (and is unable to take a work-free lunch period); (b) where the working requirement is consistently frequent; or (c) where a temporary change in schedule requires it for one week or more (the paid lunch period shall be effective only during the temporary change).

B. Breaks

Staff will be granted a ten-minute break in the morning and a ten-minute break in the afternoon. It is understood, however, that because an office should not be left unattended, the employee may have to temporarily defer the time the break is taken. With the approval of the immediate supervisor, breaks may be used to extend the lunch period.

C. Overtime

Overtime will be paid at the rate of time and one-half for work over forty (40) hours per week. Double-time will be paid for service performed on Sundays or holidays designated in Article 19.

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

D. Less Than Full Time or Job Sharing

Employees in less-than-full-time or job-sharing assignments with a schedule other than daily, Monday through Friday, will be compensated only for regular days scheduled. Leave and vacation days earning will be determined based on the employee's full time equivalent (FTE) status. (For example, half time staff who have FTE of .5: 15 vacation days will be allocated as 7.5 and 12 leave days as 6.0.)

Because the value has already been prorated, eight (8) hour days are charged as full days and four (4) hour days are charged as half days.

ARTICLE 16 - COMPENSABLE LEAVE DAYS

A. Definition

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

B. Accumulation

Upon satisfactory completion of sixty (60) full work days, each employee shall be entitled to a current leave day earning at the rate of one day per month of employment service. Leave days for the current school year shall be placed at the disposal of each employee who has completed the sixty (60) full work days on July 1st. Unused leave left over at the end of the school year shall be accumulated to a maximum of one hundred fifty (150) days.

C. Use of Leave Days

Leave may be used for personal or family illness, bereavement, religious holidays, emergencies and personal leaves as specified in the schedule contained within this provision. For all absences, the employee is required to notify the school administration upon first knowledge of the necessity for the absence. The use of leave days must be approved by the immediate supervisor and will be strictly 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 an employee may be required to provide a physician's certificate in cases of illness.
2. Family Illness : Bona fide pressing need due to illness of an employee's spouse, children or parents.
3. Bereavement : Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Assistant Superintendent for Human Resources and Labor Relations provided such additional leave days are available in the current or accumulated leave bank.

An employee's immediate family shall include spouse, parents, children, or persons living in the employee's household. Secondary family is considered to include the employee's grandparents, brothers 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 days' advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Human Resources and Labor Relations.
5. Religious Holidays: Up to two (2) days per year from current leave days may be used for observance of religious holidays.

D. Use of Accumulated Leave Bank

1. Illness or bereavement

The staff member's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.

2. Personal leave day from bank

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

3. Illness in the family

Leave days for illness in the family may be used from the leave bank for serious illness to a family member only after current leave bank has been exhausted and prior approval has been received from the Assistant Superintendent for Human Resources and Labor Relations. See Appendix D for FMLA procedures.

E. Leave Day Provisions

1. Leave days not to be used for personal pleasure or extended vacations

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

2. Interruption of Service

In the event that the service of an employee is interrupted by reason of discharge, termination, suspension, or leave, and said employee has utilized more 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 employee at the time of interruption.

F. Maternity Leave

1. Notify Personnel Department

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

2. Short Term Disability

Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation (short term disability) provisions in Article 20(C)(9). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job.

G. Jury Duty

1. Notify Human Resources Department

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

2. Jury duty pay differential

To be eligible for jury duty pay differential, the employee must furnish the Human Resources Department 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 employee by the court. This payment by the employee shall be made to the Human Resources Department no later than two (2) weeks after the return from jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

H. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the superintendent due to weather or other conditions, and this official closing is announced on Radio Stations WJR (760 AM), WWJ (950 AM), WBFH (88.1 FM) and on WJBK (Fox 2), WDIV (Channel 4) and WXYZ (Channel 7) or through a program established by the administration, clerical staff will be expected to report for work.

1. In the event of inability to reach work, the employee has the option of protecting income by charging that day against unused leave time should it be available; the employee also has the option of reporting to Central Office or making up time missed, as mutually agreed between the employee and the immediate supervisor. Should there be no leave days available, and the employee does not wish to make up the time missed, a docking of pay would be initiated for time missed.

I. Closing of Facility

In the event a facility is shut down (i.e., as a result of a water main break, heating problem, etc.) prior to the start of the work day or is shut down during the course of the work day, the following may occur: (1) the employee may be released from work upon the supervisor's direction, with no loss of pay or leave day for that day, or (2) the employee may be reassigned to another facility.

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

ARTICLE 17 - LEAVES OF ABSENCE (non-compensable)

A. Basic Leave Entitlement

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

(Appendix D 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. The unpaid child care leave of absence will be granted for a maximum of one year (12 months). FMLA leave for the birth of a child or for placement of adoption or foster care must conclude within twelve (12) months of the birth or placement.
2. An employee desiring to return from leave shall notify the human resources manager, in the Human Resources Department, in writing, and provide the appropriate Personnel form approving the return to work and indicating that the employee is able to perform the functions of the position. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the employee is qualified.
3. 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 twelve (12) month leave of absence is available in cases of adoption or paternity. The leave of absence in such cases shall commence on the date of placement for adoption or birth of the child.

C. Military Leave

Reinstatement from Military Leave: Any 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 employee 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 employee will be offered employment in line with seniority as may be available, and which the employee is capable of doing.

A probationary staff member who enters the armed forces and meets the foregoing requirements must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the armed forces.

D. Leave for Union Business

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

E. Conditions for Return from Leave

1. An employee released by a physician for return to work will be assigned to the first vacancy for which the employee is qualified.
2. The Board of Education reserves the right to have any employee returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations or with reasonable accommodation acceptable to the employer.
3. An employee who is on an extended leave of more than eighteen (18) consecutive months from the first date of the absence, and does not return upon the expiration of the leave, will be considered a termination.

ARTICLE 18 - VACATION

A. Vacation-Earning Schedule

Staff (those normally scheduled or expected to work at least twenty hours per week) shall be granted vacations with pay. As of June 30th each year, each employee shall receive vacations with pay as follows:

1-2 years of service	earned at .83 per month of service
3-6 years of service	earned at 1.25 per month of service
7-12 years of service	earned at 1.66 per month of service
13 or more years of service	earned at 1.75 per month of service to a maximum of 20 days per year

Earning level will be determined based on years of service completed as of June 30th of earning year.

The above earning schedule results in employees earning the following vacation days annually, depending on whether the employee is classified as an eleven month employee or twelve month employee:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>
1-2	10 days	9 days
3-6	15 days	14 days
7-12	20 days	18 days
13 or more	20 days	19 days

B. Definitions: Twelve month staff and eleven month staff

- (1) Twelve month staff: any employee who is scheduled to work 52 weeks per year (not including paid holidays, earned vacation and leave days).

- (2) Eleven month staff: any employee who is scheduled to work less than 52 weeks but more than 42 weeks.

C. Vacation is Earned from July 1 through June 30

Vacation for all staff is earned during the period July 1 through June 30, for use during the fiscal year immediately following the year in which the days are earned. Those employees who have less than one year of service shall have their vacation earning computation premised on the number of months of service, and all others with more than one year of service shall follow the established earning schedule.

One year shall be defined as twelve months for a fifty-two week staff member; and for a less-than-fifty-two-week staff member one year shall be defined as eleven months.

Any request for non-compensable leave or pro-rata use of vacation requires the prior approval of the immediate supervisor and the Assistant Superintendent for Human Resources and Labor Relations.

D. Vacation Proration

Earning months shall be premised on job classification and a proration will be calculated for periods not worked for reasons of disability, workers compensation and absence without pay. Proration will be done only for months in which the employee is off work for more than ½ of the scheduled work days of that month. Payment for vacation days (including days from those employees who work less than full time or job share) will be based upon hours worked as more fully described in Article 15, Section D of this contract.

E. Vacation Use

1. The vacation year shall be from July 1 to June 30. Vacations must be approved by the immediate supervisor and may be granted at such times during the year as are suitable, considering both the wishes of the employee, and the efficient operation of the Department.
2. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. A vacation may not be waived by an employee and extra pay received for working during that period. Twelve month staff only may carry over unused vacation days into the following school year with the approval of the immediate supervisor, the Assistant Superintendent for Human Resources and Labor Relations and the superintendent.
3. If an employee becomes ill and is under the care of a duly-licensed physician prior to vacation, the vacation may be rescheduled. If, due to illness, the employee is unable to take vacation which has been earned, vacation pay shall be allowed in lieu of taking the vacation.

F. Vacation Payment

Vacation pay will be based on the employee's hourly rate and regular working day (not to exceed eight hours) immediately previous to the vacation period (or immediately previous to the date of layoff or retirement in cases provided for in Section D, above).

G. Vacation Payment Upon Termination

Any employee who leaves the employment of the Employer during the fiscal year, as the result of dismissal or voluntary quit without two-week notice, shall forfeit all vacation rights. Staff who resign from employment of the District with proper notice (two weeks) will be paid accrued vacation.

An employee who is laid off, retires, or quits with two-week notice (but not an employee who quits without two-week notice or is discharged), shall receive unused vacation credit accrued from the preceding July 1 based on months of service (or major fraction thereof) after which the employee would have been entitled on the basis of

seniority the following June 30. A recalled employee who received such credit at the time of layoff will have credit deducted from the next vacation pay should they be recalled.

ARTICLE 19 – HOLIDAYS

A. Ten Holidays Granted

A maximum of ten holidays per year will be granted to each employee who has attained seniority and is scheduled for fifteen (15) hours or more per week. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the employee has received permission from the Assistant Superintendent for Human Resources or designee in advance, or is on a compensable leave as defined in Article 16 of this Agreement.

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

B. Enumerated Holidays

The following days will be celebrated as paid holidays;

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

C. When Holiday Falls on Weekend

When one of the enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of the holidays falls on Saturday, then Friday shall be deemed the holiday. Should the holiday schedule and the school calendar conflict, the Board will determine the dates to be observed as holidays. The Employer will review the proposed holiday calendar with the Union president.

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

1. The day may only be taken at a time when no substitute is required.
2. If the day is not utilized by June 30, it will not be carried over to the next school year, and will be forfeited.
3. New employees shall be eligible for the floating holiday on the July 1 immediately following employment in the bargaining unit.
4. Requests to use the floating holiday shall be made in advance on Temporary Leave Request forms. When completing the form, the employees should note that the day is the floating holiday. Use of the day is subject to the approval of the immediate supervisor.

ARTICLE 20 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations

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

2. Commencement and duration of coverage

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

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

B. Continuation of Benefits for Certain Employees Per the 1990-92 Collective Bargaining Agreement

Employees currently provided life, LTD, AD&D, dental and vision benefits per the 1990-92 collective bargaining agreement will be red circled and continued unless a voluntary change in hours per day is made by the employee.

C. Cafeteria Benefit Plan - *Educated Choices*

The Board will provide a Cafeteria Benefit plan which will encompass all fringe benefits and will include the following benefits for employees who are eligible for and select such benefits:

1. Medical/hospitalization insurance

For each full time employee (a "full-time" employee is one who is normally scheduled or expected to work at least forty (40) hours per week) covered by this agreement who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer shall pay the premium for the following:

a. Preferred Provider Organization (PPO)

The parties have agreed to provide employer-paid Community Blue Option 1 to those members electing to take medical hospitalization insurance. The drug co-pay is \$10 generic and \$15 brand name. Effective November 1, 2010, the drug co-pay is increased to \$10 generic/\$20 preferred brand/\$40 non-preferred brand. A brief description of the insurance coverage is attached for informational purposes as Appendix B. (Appendix B is not part of this contract.)

b. Contribution Toward Health Care

Effective November 1, 2010, each employee electing health insurance coverage shall make the following annual pre-tax contribution:

Single - \$250

Two persons or full family - \$500

c. Partial Rebate of Contributions Toward Health Care

Effective November 1, 2010, employees and their spouses (if applicable) who participate in the annual health risk assessment are eligible to receive a partial rebate of the employee pre-tax contribution. The rebate of the annual contribution is \$125 single/\$250 two persons or full family. Eligibility for the partial rebate is based upon the receipt by the Benefits Coordinator in the Human Resources Department of the completed health risk assessment form by the following dates:

FOR THE 2010-2011 SCHOOL YEAR:

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

FOR THE 2011-12 SCHOOL YEAR:

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

FOR THE 2012-2013 SCHOOL YEAR

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

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

Partial Rebate;

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

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

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

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

e. 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 hospitalization insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Union shall encourage staff to abide by this policy and shall assist the Board in its enforcement.

f. Cash in Lieu of Health Insurance

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

2. Hospital-Medical Benefit Proration for Part-Time Staff

The Employer will participate in Blue Cross-Blue Shield Hospital and Medical Insurance for part-time staff on a pro-rata basis. The Employer's contribution for each part-time employee who elects coverage will be a fraction of the Employer's contribution for a full-time employee. The fraction will represent the relationship between the number of hours the part-time employee is regularly scheduled or expected to work each month and 173 hours (percent compared to 40 hours per week). The provisions of (C)(1) (a) - (e) of this article are applicable for part-time staff.

3. Dental Insurance

For each employee working six (6) hours or more per day, the Employer will pay the premium in Classes I, II, III and IV, which includes preventative, basic care and prosthetics, a dental plan of Class I 100%, Class II 100%, Class III 70%, with a maximum per person per year of \$1,250.00, and Class IV of 60%, with a lifetime maximum of \$1,000.00 per person. Orthodontic benefits are provided for eligible dependents, 19 years of age or less at the time treatment is initiated.

The Board of Education reserves the right to change carriers or to self-insure.

4. Life Insurance

The Employer shall pay the premium for a life insurance policy for each employee working six (6) or more hours per day who has satisfactorily completed the sixty (60) full work days probationary period, which shall pay to the employee's designated beneficiary the sum of Forty-Five Thousand Dollars (\$45,000.00) upon death, with provision for double indemnity in the event of accidental death.

5. Vision Insurance

The Employer will pay the premium for vision coverage for staff who work six (6) hours or more per day. The vision care program, will provide annual services, including examination, lenses and frames, with a \$35 cap on frames, premised on a co-pay program with established reasonable and customary fee limitations. Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above.

6. Additional Life Insurance

Each employee will have the option to purchase additional life insurance with pre-tax dollars (if permitted by IRS rules), 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 for amounts in excess of \$100,000.

7. Dependent Life Insurance

Each employee 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.

8. Flexible Spending Account - *Educated Choices*

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

a. Health Care Reimbursement Account

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.

b. 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.

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

The Employer shall provide for each employee working four (4) or more hours per day (average of 20 hours per week) and who has satisfactorily completed sixty (60) full work days, the following disability and salary continuation coverage:

- a. For off-the-job sickness and accident, after all leave days have been used or ten work days, whichever is later, the employee will be paid:
 1. Up to 30 work days at 75% of the employee's current wages;
 2. Up to an additional 210 work days at 60% of the employee's current wages.
- b. The amount received from the District will be reduced by any primary remuneration received, or for which the employee is eligible, during the last 120 work days, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
- c. Those employees who have more than ten leave days may elect to use a minimum of ten days or all available in current and leave bank prior to temporary disability coverage being initiated. Employees who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

10. Long-Term Disability

a. Benefit

The Board shall provide a long-term disability insurance plan for each employee working thirty (30) or more hours per week. Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$2000.00 per month to the employee who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the employee returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the employee's regular salary divided by 12.

b. Offset

The amount received from the insurance company will be reduced by any primary remuneration received, or for which 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.

c. Separation from Employment

On the date the employee commences long term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within one year of the date of the commencement of the leave, the employee will be given priority for placement in a vacant office personnel position for which the employee is qualified. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to work, an independent physician or medical facility, paid by the

District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

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

11. Workers' Compensation

a. Benefit

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

b. No Leave Days Charged

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

c. 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 employee. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the employee is scheduled to work, unless approved by the immediate supervisor.

d. Benefits Beyond One Year

Any district provided 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 20 (C)(10).

e. Separation from Employment

If an employee on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the employee's position will not be held open for the employee. However, if the employee is medically able to return to work within two (2) years of the date of the commencement of the leave, the employee will be given priority for placement in a vacant office personnel position for which the employee is qualified. 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 physician 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 an employee does not return to work within two (2) years of the date of the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

ARTICLE 21 - 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 employee who quits without notice or is discharged, a severance

payment for each unused leave day, up to the maximum of 150 days, will be made by the Board of Education as defined in the schedule described below.

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

The value of each leave day is based on the number of regularly scheduled hours the employee is scheduled to work immediately preceding the payout of the severance.

Provided, however, an employee reduced in hours will receive the severance payment based on the regularly scheduled hours prior to the reduction if the reduction in hours had occurred within two years of the employee leaving the District. This exception does not apply to employees who voluntarily move to a position providing a reduction of regularly scheduled hours.

ARTICLE 22 - HEALTH

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

- A. At the time of hiring, each employee shall provide a certificate from a physician showing that the employee is able to fulfill the assigned duties and, if required by the Board, that they are free from active tuberculosis and other communicable diseases.
- B. If required by the Board, as a condition of continued employment, each employee shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results. The results of the test must be filed with the Human Resources Department.

ARTICLE 23 - RATES FOR NEW JOBS

The Board of Education will have the right to establish new positions in the bargaining unit as may be required. The Employer and the Union shall meet to negotiate the classification, wages, and working conditions of such positions.

ARTICLE 24 - MILEAGE

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

ARTICLE 25 - WAGES

- A. Salary

For each school year, the members of the bargaining unit will receive the following salary increases. The increase for the 2009/2010 school year will be retroactive to July 1, 2009 including any member who has retired prior to ratification, but not to any member who has resigned or been terminated. The salary schedule is as follows:

Office Personnel Salary Schedule 2008-2013
1/2 % on schedule and 1% off schedule at step 5 & above

2008-2009 Salary Schedule

	0	1	2	3	4	5	6 yr*	9 yr*	12 yr*	15 yr*
Class 1	\$13.69	\$14.44	\$14.90	\$15.56	\$16.03	\$17.43	\$18.23	\$18.38	\$18.53	\$18.63
Class 2	\$14.10	\$14.90	\$15.83	\$16.36	\$17.03	\$18.84	\$19.64	\$19.79	\$19.94	\$20.04
Class 3	\$14.66	\$15.59	\$16.32	\$16.86	\$17.72	\$19.73	\$20.53	\$20.68	\$20.83	\$20.93

2009-2010 Salary Schedule

1/2% on schedule and 1% off schedule at step 5 and greater

	0	1	2	3	4	5	6 yr*	9 yr*	12 yr*	15 yr*
Class 1	\$13.76	\$14.51	\$14.97	\$15.64	\$16.11	\$17.52	\$18.32	\$18.47	\$18.62	\$18.72
1 % OFF SCHEDULE AMOUNT						\$17.70	\$18.50	\$18.65	\$18.80	\$18.90
Class 2	\$14.17	\$14.97	\$15.91	\$16.44	\$17.12	\$18.93	\$19.73	\$19.88	\$20.03	\$20.13
1 % OFF SCHEDULE AMOUNT						\$19.12	\$19.92	\$20.07	\$20.22	\$20.32
Class 3	\$14.73	\$15.67	\$16.40	\$16.94	\$17.81	\$19.83	\$20.63	\$20.78	\$20.93	\$21.03
1 % OFF SCHEDULE AMOUNT						\$20.03	\$20.83	\$20.98	\$21.13	\$21.23

2010-2011 Salary Schedule

1/2% on schedule and 1% off schedule at step 5 and greater

	0	1	2	3	4	5	6 yr*	9 yr*	12 yr*	15 yr*
Class 1	\$13.83	\$14.58	\$15.05	\$15.72	\$16.19	\$17.60	\$18.40	\$18.55	\$18.70	\$18.80
1 % OFF SCHEDULE AMOUNT						\$17.78	\$18.58	\$18.73	\$18.88	\$18.98
Class 2	\$14.24	\$15.05	\$15.99	\$16.52	\$17.20	\$19.03	\$19.83	\$19.98	\$20.13	\$20.23
1 % OFF SCHEDULE AMOUNT						\$19.22	\$20.02	\$20.17	\$20.32	\$20.42
Class 3	\$14.81	\$15.75	\$16.48	\$17.03	\$17.90	\$19.93	\$20.73	\$20.88	\$21.03	\$21.13
1 % OFF SCHEDULE AMOUNT						\$20.13	\$20.93	\$21.08	\$21.23	\$21.33

2011-2012 Salary Schedule

1/2% on schedule and 1% off schedule at step 5 and greater

	0	1	2	3	4	5	6 yr*	9 yr*	12 yr*	15 yr*
Class 1	\$13.90	\$14.66	\$15.12	\$15.79	\$16.27	\$17.69	\$18.49	\$18.64	\$18.79	\$18.89
1 % OFF SCHEDULE AMOUNT						\$17.87	\$18.67	\$18.82	\$18.97	\$19.07
Class 2	\$14.31	\$15.12	\$16.07	\$16.61	\$17.29	\$19.12	\$19.92	\$20.07	\$20.22	\$20.32
1 % OFF SCHEDULE AMOUNT						\$19.31	\$20.11	\$20.26	\$20.41	\$20.51
Class 3	\$14.88	\$15.83	\$16.57	\$17.11	\$17.99	\$20.03	\$20.83	\$20.98	\$21.13	\$21.23
1 % OFF SCHEDULE AMOUNT						\$20.23	\$21.03	\$21.18	\$21.33	\$21.43

2012-2013 Salary Schedule

1/2% on schedule and 1% off schedule at step 5 and greater

	0	1	2	3	4	5	6 yr*	9 yr*	12 yr*	15 yr*
Class 1	\$13.97	\$14.73	\$15.20	\$15.87	\$16.35	\$17.78	\$18.58	\$18.73	\$18.88	\$18.98
1 % OFF SCHEDULE AMOUNT						\$17.96	\$18.76	\$18.91	\$19.06	\$19.16
Class 2	\$14.38	\$15.20	\$16.15	\$16.69	\$17.37	\$19.22	\$20.02	\$20.17	\$20.32	\$20.42
1 % OFF SCHEDULE AMOUNT						\$19.41	\$20.21	\$20.36	\$20.51	\$20.61
Class 3	\$14.96	\$15.90	\$16.65	\$17.20	\$18.08	\$20.13	\$20.93	\$21.08	\$21.23	\$21.33
1 % OFF SCHEDULE AMOUNT						\$20.33	\$21.13	\$21.28	\$21.43	\$21.53

*Steps six through 15 are longevity steps

B. Longevity

Staff with continuous service (excluding unpaid leaves of absence and other breaks in continuous service) will receive longevity increments in accordance with the following periods of continuous service:

Amount over top of step 5:

<u>6 yrs</u>	<u>9 yrs</u>	<u>12 yrs</u>	<u>15 yrs</u>
\$.80	\$.95	\$1.10	\$1.20

Longevity increments will be paid on the regular pay period after the employee's anniversary date. The longevity rates have been included in the rates of pay provided in section (A) of this article for illustration purposes only.

C. Classifications

Class II

- Athletics/Recreation Secretary
- High School Associate Principal Secretary
- High School Attendance Secretary
- High School Counseling Secretary
- Attendance/College Recruiting and Testing Secretary-International Academy
- High School Financial Secretary
- High School Records Secretary
- Middle School Attendance Secretary

Class III

- Accounting Secretary
- Community Relations/Special Education Secretary
- Deaf & Hard of Hearing Program Secretary
- Elementary School Secretary
- Food Service Secretary
- High School Enrollment Secretary – International Academy
- High School Principal Secretary
- Human Resources Secretary
- Information Services Secretary
- Instructional Services (and Grants) Secretary
- International Academy Principal Secretary
- Maintenance Payroll/Work Order Secretary
- Middle School Principal Secretary
- Model High School Coordinator Secretary

Operations/Facilities Secretary
Payroll Records/Receptionist Secretary
Personnel Secretary
Plant and Facilities Director Secretary
Preschool/Bloomin' Kids Secretary
Preschool/Bloomin' Tots Secretary
Purchasing/Registration Secretary – Recreation Community Service
Recreation/Community Services Secretary
Special Education Secretary
Secretary to Instruction
Student Services Enrollment Secretary
Substitute Placement Secretary
Transportation Secretary
Wing Lake Center Secretary

The procedure for classification review is attached as Appendix E.

D. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. An employee promoted to a higher wage class will be placed at the same experience level in the higher class which had been obtained in the lower class.

E. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those employees required or approved to attend school providing course work is completed with a grade of "B" or better. Reimbursement is subject to the course work being directly related to the employee's current assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire bargaining unit will not exceed ten thousand dollars (\$10,000.00). Effective July 1, 2010, the total annual reimbursement for the entire bargaining unit will not exceed five thousand dollars (\$5,000.00). However, for the 2011/12 and 2012/13 school years, the tuition reimbursement program will be suspended. The program will resume for the 2013/14 school year.

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

ARTICLE 26 - DEFINITIONS

A. Full-Time Staff : Full-time staff are defined as employees regularly scheduled to work forty (40) hours per week, whether employed on a eleven-month or twelve-month basis.

B. Part-Time Staff : Part-time staff are defined as employees regularly scheduled to work less than forty (40) hours per week, whether employed on a eleven-month or twelve-month basis.

C. Temporary Staff : Temporary staff (those hired as additional temporary help) are not part of the bargaining unit and are not covered by any of the provisions of this Agreement. At the request of either party, the parties will meet and discuss the usage of temporary staff.

D. Substitute Staff : Any temporary employee hired to substitute for a regular staff member who is on a compensable leave is not part of the bargaining unit and is not covered by the provisions of this Agreement.

E. Public Act 112 of 1994: Section 15(3)(F) of Public Act 112 of 1994 (MCL 423.215) provides that collective bargaining between a public school employer and a bargaining representative of its employees shall not include any

of the following subjects:...the decision of whether or not to contract with a third party for one or more non-instructional support services; or the procedures for obtaining the contract; for the identity of the third party; or the impact of the contract on the individual employees or the bargaining unit. Section 15(4) of Public Act 112 of 1994 (MCL 423.215(4)) also provides that the matters described in this paragraph are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees and, for the purposes of this act, are within the sole authority of the public school employer to decide.

1. Position of the Board: It is the position of the Board that the provisions in Article 26 with respect to the use of substitute and temporary staff are an illegal subject of bargaining under PA 112 of 1994 and are unenforceable insofar as they place any limitations on hiring or retention of non-instructional staff. As unenforceable provisions, they should be removed from the contract.

2. Position of the Union: It is the position of the union that Public Act 112 of 1994 does not apply to the provisions in Article 26 concerning the use of substitute and temporary staff, and therefore, the provisions should not be removed from the contract.

ARTICLE 27 - EFFECT OF AGREEMENT

A. Addendum to Contract

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

B. Conformity to Law

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

ARTICLE 28 - NO STRIKE/LOCKOUT

A. No Strike

The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in the Michigan Public Relations Employment Act (PERA) as follows: "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment". Section 6(1) of PERA also defines strike as follows: Notwithstanding the provisions of any other law, a public employee who, by concerted action with others and without the lawful approval of his or her superior, willfully absents himself or herself from his or her position, or abstains in whole or in part from the full, faithful and proper performance of his or her duties for the purpose of inducing, influencing or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment, or a public employee employed by a public school employer who engages in an action described in this subsection for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer, shall be considered to be on strike. (If the definition of "strike" is changed by an amendment to the law, the parties agree that this paragraph will be changed accordingly.)

B. Lockout

No lockout of staff shall be instituted by the Employer during the term of this Agreement.

ARTICLE 29 - DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until June 30, 2013. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to June 30, 2013, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2014, which extension shall be subject to the reopening and extension provisions set forth herein.

The parties reached a tentative Agreement on June 22, 2010. This Agreement was ratified by the Bloomfield Hills Schools Office Personnel on July 8, 2010 and was approved by the Board of Education on July 15, 2010.

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

BOARD OF EDUCATION



President

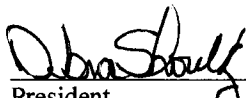


Secretary



Superintendent

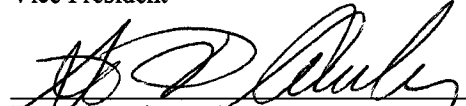
**BLOOMFIELD HILLS OFFICE
PERSONNEL, MESPA**



President



Vice President



Executive Director

APPENDIX

1. APPENDIX A Group Enrollment & Coverage Agreement
2. APPENDIX B Health Insurance Riders
3. APPENDIX CDescription of Health/Dental/Vision/Prescription Benefits
4. APPENDIX D Family Medical Leave Act Procedures
5. APPENDIX EProcedure for Classification Review
6. APPENDIX F Letter of Understanding Regarding Furlough Days



Independent licensees of the Blue Cross Blue Shield Association

Group Enrollment & Coverage Agreement

Federal Tax ID Number: 386003046

Part C - Coverage Selection

Company Name (Full Legal Name): BLOOMFIELD HILLS BD OF ED	Customer ID: 112357
Group(s) Covered: 67201-664	
Certificate/Rider Options:	Benefit Requested Date: November 1, 2010

MEDICAL/SURG. Package: Non-Standard PPO Med/Surg

Certificates/Riders
 Blue Cross Complementary Group Benefit Certificate 2
 Blue Shield Complementary Option 1
 Community Blue Group Benefits Certificate

ASC3696	BMT	CB-MHP-2	CB-PCM	CI
CUSTCB	DC	ECIP	GCP-D	GLE-1
GPC-SAT-2	GPC-SAT-MHP2	PCD	SD	SOCT
TBHD				

PRESCRIP. DRUG Package: Non-Standard Drug

Certificates/Riders
 Preferred Rx Plan Certificate

\$10/\$20/\$40	MOPD	PD-CM	PD-PT	RX90
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DENTAL Package: Non-Standard Dental - Freestanding

Certificates/Riders
 SEE ATTACHED

VISION Package: Non-Standard Vision - Freestanding

Certificates/Riders
 Series A80

ASC930	FLVS-A
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SELECTED PACKAGES & OPTIONAL RIDERS

Medical/Surg. Non-Standard PPO Med/Surg	Prescription Drug Non-Standard Drug	Dental Non-Standard Dental	Vision Non-Standard Vision
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Coordination of Benefits: COB3 - Pay & Pursue Coordination of Benefits Form must be attached

Funded Account Program: Maintain Cancel - attach group letter

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

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

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

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

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

Signature of BCBSM Rep: _____ Date: _____

Signature of Agent: _____ Date: _____

Signature of Underwriter/Group Administration: _____ Date: _____

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



**BLUE CROSS BLUE SHIELD OF MICHIGAN
DENTAL OPTIONS GROUP BENEFIT CERTIFICATE
SCHEDULE OF BENEFITS FOR
Bloomfield Hills Bd of Education 67201/864
PK15**

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

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

Dental Packages for Experience Rated and ASC Accounts:

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

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

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

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

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

Instructions:	<input checked="" type="checkbox"/> Traditional Plus (PK) <input type="checkbox"/> Exclusive (BK) <input checked="" type="checkbox"/> Freestanding	<input type="checkbox"/> Community Dental (CK) <input type="checkbox"/> Freestanding
Enter Copay Amount for:	Class I Services: 0% Class II Services: 0% Class III Services: 30% Class IV Services: 40%	_____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel _____ Panel _____ Non Panel
Enter Annual Maximum \$ Amount for Class I, II, III:	\$1,250	
Enter Lifetime Maximum \$ Amount for Class IV:	\$1,000	
Enter Deductible Amount for:	_____ Class I, II III _____ Class II, III _____ Class III	
Enter Deductible Amount per contract year:	_____ Per Member _____ Per Contract Year	
Deductible Credits Apply:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Move X-Rays to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move Prosthodontic repairs to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Crowns to Class III	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Move periodontic/endodontic surgical services to Class III <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Move Dentures to Class II	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remove Age restriction for Class IV services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Membership Riders	<input type="checkbox"/> CDC-FC <input checked="" type="checkbox"/> CDC-DC	

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

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

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



An Independent Licensee of
the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 07/28/2010

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
Line of Business	MEDICAL/SURG.		
Certificate	OPTION 2 (65OPT2)	6502	Works with group health care plans to supplement Medicare Part A (facility) benefits. Covers specific Medicare deductible and coinsurance amounts and increases the 90 inpatient general care days allowed by Medicare.
Blue Cross Complementary Group Benefit Certificate	2		
Rider	ASC3696	118A	Company: Bloomfield Hills Board of Education Group/Suffix: 67201-660,662,663,664,665,666,669
ASC Plan Mod	3696		
Rider	BMT	4398	Establishes the criteria and clarifies which conditions are payable for bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.
Bone Marrow Transplants			
Rider	CB-MHP-2	429B	Eliminates the benefit maximums that apply exclusively to mental health care and substance abuse treatment benefits. Adds two separate copay maximums for mental health and substance abuse copays: one for in-network services and another for out-of-network services. The amount of the separate copay maximums will be equal to the copay maximums that apply to all other in-network and out-of-network services. All mental health and substance abuse procedures, including inpatient and outpatient treatment, will be subject to the same deductibles, copays, dollar maximums and benefit limits that apply to all other medical services. Note: This rider applies to groups with 51 or more employees (including seasonal and part-time) that are subject to the new MHP law requirements.
Community Blue - Mental Health Parity			
Rider	CB-PCM	5812	Removes \$250 annual maximum for covered preventive care services. All age and frequency limitations remain the same
Preventive Care Maximum			
Certificate	CBPPO1	6225	Provides hospital, medical-surgical, and selected preventive services under a Preferred Provider Organization (PPO) arrangement, subject to a \$5 million lifetime maximum. In-network, members have a \$10 copay for select office services, a \$50 copay for emergency room visits and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. When members choose to go outside the network, there is a \$250 per member, \$500 family deductible, a 20% out-of-network copay, a \$50 copay for emergency room and a 50% copay for all mental health care, substance abuse treatment and private duty nursing. Preventive care is not covered out-of-network.
Community Blue Group Benefits Certificate			
Rider	CI	5315	Adds benefits for contraceptive injections as part of your medical-surgical coverage.
Contraceptive Injections			
	CUSTCB	8718	



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
Rider Dependent Continuation	DC	4656	Allows members to continue group coverage for dependent children between the ages of 19-25 when eligibility requirements are met.
Rider Extended Coverage for Inpatient Psychologists' Services	ECIP	5216	Allows fully licensed psychologists with hospital privileges to receive direct reimbursement for certain covered inpatient mental health care services.
Rider Extended Days	GCP-D (GCPD)	2014	Increases maximum number of inpatient hospital days for general medical conditions from 30 to 275 days.
Rider General Limitations and Exclusions	GLE-1 (GLE1)	9930	Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.
Rider Group Complementary Substance Abuse Treatment-Mental Health Parity	GPC-SAT-MHP2 (GPCMHP)	472B	All benefit maximums specifically for substance abuse treatment are removed from your certificate and/or related riders. These services are subject to the same benefit limits that exist in your certificate for all other hospital-medical-surgical services. The state-mandated minimum for substance abuse is removed
Rider Substance Abuse Treatment Program Benefits	GPC-SAT-2 (GPCSAT2)	4087	Adds rehabilitation care for substance abuse when performed in Blue Cross Blue Shield-approved facilities. Inpatient services are limited to the number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.
Certificate Blue Shield Complementary Option 1	OPTION 1 (OPT1)	0738	Works with group health care programs to supplement Medicare Part B (professional) benefits. Covers the Medicare Part B deductible, 20% coinsurance for general services, and 50% coinsurance for outpatient mental health care.
Rider Prescribed Contraceptive Devices	PCD	9973	Adds benefits for physician-prescribed contraceptive devices such as diaphragms and intrauterine devices as part of your medical-surgical coverage. Note: If the certificate amended by Rider PCD requires a deductible and/or copay, Rider PCD waives the copay except any copay requirement for services provided by a non-network provider. Rider PCD does not waive the deductible.
Rider Sponsored Dependent	SD	CF33	Includes dependent child over the age of 25 or a dependent, not the child of the subscriber over the age of 19. Dependent must reside with the subscriber and receive more than one half of support from the subscriber. Not enrolled in or eligible to enroll in Medicare or Medicaid.
Rider Specified Oncology Clinical Trials	SOCT	5401	Provides coverage for preapproved, specified bone marrow and/or peripheral blood stem cell transplants and related services to treat stages II and III breast cancer and/or all stages of ovarian cancer during an approved clinical trial.
Rider Temporary Benefits Due to Hospital Departicipation	TBHD	1700	Adds temporary benefits for designated services, emergency care, and travel, meals and lodging. It also provides an expiration date for the benefits.



Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u> <u>PRESCRIP. DRUG</u>			
Rider	MOPD	3948	Provides benefits for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by mail order vendor approved by Blue Cross Blue Shield. Member pays only one copay for each 90-day prescription or refill. Note: This rider is only compatible with fixed dollar copay riders
Mail Order Prescription Drugs			
Rider	PD-CM	5138	Adds benefits for contraceptive medications requiring a prescription, subject to the same copay as other prescription drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs.
Contraceptive Medications			
Rider	PD-PT (PDPT)	404B	Adds a preferred therapy program. Note: The Preferred Therapy Program is a process of deciding if a less costly drug is available for initial prescriptions. With preferred therapy, claims for prescription drugs that do not meet the preferred therapy criteria require demonstrated use of one of the generic products on the Preferred List. Note: This rider is not compatible with Rider RXP.
Preferred Therapy			
Certificate	PDRX	3607	Provides benefits for most federal legend drugs, state-controlled drugs, injectable insulin, and needles and syringes for insulin and chemotherapy, payable at 100% of the Blue Cross Blue Shield-approved amount, less the member's copay when obtained from a Preferred Rx network provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.
Preferred Rx Plan Certificate			
Rider	RX90	8428	Expands retail coverage of prescription drugs from 34 to 90 days, subject to one member copayment. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider, subject to limitations.
Prescription Drug 90 Day Supply			
Available for the Preferred Rx and Flexible Blue Rx prescription drug card programs, for all size groups.			
Rider	\$10/\$20/\$40 (TTC102040)	2116	Imposes a triple-tier member copay as follows: o Tier 1 - A \$10 copay for all generic drugs o Tier 2 - A \$20 copay for preferred brand-name drugs (preferred brand-name drugs are brand-name drugs on BCBSM's Custom Formulary listing) o Tier 3 - A \$40 copay for nonpreferred brand-name drugs (nonpreferred brand-name drugs are brand-name drugs that are NOT in BCBSM's Custom Formulary listing) When a member obtains a brand name drug (preferred or non-preferred), the copay for Tier 2 or 3 still applies even if the prescription indicates DAW or the brand name medication has no generic equivalent. MAC may also apply if the member's Plan includes a MAC program.
Triple Tier Copay			
Co-Branded Formulary Drugs BCBSM will pay the approved amount for the preferred			



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Benefit Descriptions

Printed on 07/28/2010

Benefits for: BLOOMFIELD HILLS BD OF ED

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
			co-branded drug after deducting the member's copay. However, if a prescription is filled with a nonpreferred, co-branded drug, the member is responsible for the full cost of the drug unless the prescribing physician requests and obtains authorization for the nonpreferred drug from BCBSM's Pharmacy Services Department. If authorization is not obtained, BCBSM will not pay for these nonpreferred co-branded drugs. Available for the Preferred Rx and Traditional Rx prescription drug card programs, for ERS and ASC groups



**Blue Cross
Blue Shield
of Michigan**

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the Blue Cross Blue Shield
Association

Benefit Descriptions

Printed on 07/28/2010

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

List of Groups: 67201-664

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



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

List of Groups: 67201-664

Classification	Certificate/Rider	Number	Benefit Description
<u>Line of Business</u>	<u>VISION</u>		
Rider ASC Plan Mod 930	ASC930	6001	Bloomfield Hills Board of Education 67201-663
Rider Frequency Limitations for Vision Care Services	FLVS-A	7797	Changes frequency limitation for all covered services from once every 24 months to once every 12 months.
Certificate Series A80	VCA-80 (VCA80)	4770	Adds coverage for vision care benefits once every 24 months. Services received from participating providers are paid at 100% of the Blue Cross Blue Shield-approved amount, minus the following member copays: Vision testing exams - \$5 copay; Frames and lenses or Contact lenses - \$7.50 copay.

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



Community BlueSM PPO

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

67201/664 11_01_10

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

In-network

Out-of-network

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

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

	In-network	Out-of-network
Deductibles	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
Copays • Fixed dollar copays • Percent copays	• \$10 copay for office visits • \$50 copay for emergency room visits	\$50 copay for emergency room visits
	50% of approved amount for private duty nursing See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	• 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
Copay dollar maximums • Percent copay maximums – includes general medical only – excludes fixed dollar copays and mental health care, substance abuse treatment and private duty nursing percent copays • For groups of 51 or more employees (including seasonal and part-time) that are subject to the MHP law, copays for mental health care and substance abuse treatment are subject to a separate copay maximum	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
Dollar maximums	\$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted for individual services	

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In-network

Out-of-network

Preventive care services

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

Mammography

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

Physician office services

Office visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary

Emergency medical care

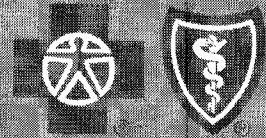
Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 100%	Covered – 100%

Diagnostic services

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

Maternity services provided by a physician

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



In-network

Out-of-network

Hospital care

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

Alternatives to hospital care

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

Surgical services

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

Human organ transplants

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



In-network

Out-of-network

Mental health care and substance abuse treatment

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

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

Other covered services

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



Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/664 11_01_10

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

Network access information

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

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

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

Member's responsibility (copays and dollar maximums)

Copays	30% for Class III services and 40% for Class IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,250 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

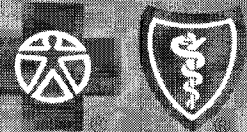
Class I services

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

Class II services

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

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Class II services, continued

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

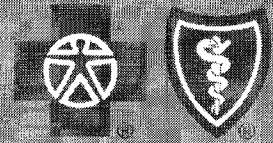
Class III services

Removable dentures (complete and partial)	Covered – 70%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 70%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 70%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 60%
Minor treatment to control harmful habits	Covered – 60%
Interceptive and comprehensive orthodontic treatment	Covered – 60%
Post-treatment stabilization	Covered – 60%
Cephalometric film (skull) and diagnostic photos	Covered – 60%

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



Vision Care (A80) Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/664 11_01_10

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

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

	Participating provider	Nonparticipating provider
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	A combined \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge
Eye exam		
Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
	One eye exam in any period of 12 consecutive months	
Lenses and frames		
Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	Covered – \$7.50 copay (one copay applies to both lenses and frames)	Covered – \$7.50 copay (one copay applies to both lenses and frames)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames	Covered – \$7.50 copay (one copay applies to both frames and lenses)	Covered – \$7.50 copay (one copay applies to both frames and lenses)
	One frame in any period of 12 consecutive months	
Contact lenses		
Medically necessary contact lenses (must meet criteria of medically necessary)	Covered – \$7.50 copay	Covered – up to predetermined amount
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)
	One pair of contact lenses in any period of 12 consecutive months	

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**Blue Preferred[®] Rx Prescription Drug Coverage
Triple-Tier Copay \$10/20/40
Benefits-at-a-Glance for Bloomfield Hill Board of Ed.
67201/664 11_01_10**

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

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

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

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

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

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

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90-day retail network pharmacy

*** Network mail order provider**

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

Non-network pharmacy

Covered services

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

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



Features of your prescription drug plan

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

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

1. PURPOSE

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

3. **GENERAL**

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

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

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

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

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

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

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

4. NOTICE

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

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

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

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

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

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

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

5. **SUBSTITUTION OF PAID LEAVE TIME**

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

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

6. **MEDICAL CERTIFICATION**

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

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

recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE

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

8. BENEFITS

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

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

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

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

9. RETURN TO WORK

- A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- B. Periods Near the Conclusion of an Academic Team
 1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.
 2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.
 3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.
- C. **Fitness-for-Duty Certification.** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

10. **KEY EMPLOYEES**

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

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

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

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

11. **FAILURE TO RETURN FROM LEAVE**

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

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

12. FORMS

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

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.

Procedure for Classification Review

1. A joint committee will be established, composed of up to three (3) representatives each, of the Board and the Union.
2. Any request for classification revision will be submitted to the personnel department between February 1 and March 1.
3. A request for reclassification may be made by the Board, the Union or an employee. The request may be for a higher or lower classification.
4. Each request will be submitted on a district-provided form to elicit the following information (a copy of the current form is attached, for informational purposes only, as Appendix E):
 - a. date, name, job title and current classification
 - b. job location
 - c. name of supervisor
 - d. requested classification
 - e. reasons for the request including, but not limited to: the addition or deletion of duties; a change in department, or supervisor; or any other reasons for the request.
5. The personnel department will forward copies of all requests to the Union president following the close to the application period.
6. The committee will establish a meeting date prior to April 30.
7. Consideration of the Request:
 - a. The applicant will be given an opportunity to present their request to the committee.
 - b. The committee will determine by a majority vote if a request will be granted. (A tie vote indicates the request is denied.) Votes will be conducted by secret ballot.
 - c. The decision of the committee will be rendered in writing to the personnel department with copies to the applicant and the union.
 - d. The decision of the committee will be final and non-grievable.
 - e. Any change in classification (with commensurate pay at the same step of the changed classification) will be implemented on July 1 with no retroactivity.
 - f. Unless otherwise determined by the Assistant Superintendent for Human Resources and Labor Relations (after prior discussion with the union president), no request involving the same job position will be considered in two (2) consecutive years.
 - g. Unless otherwise determined by the Assistant Superintendent for Human Resources and Labor Relations (after prior discussion with the union president), the committee will not consider or hear more than five (5) requests from the union/employee and five (5) requests from the administration

per year for a total of no more than ten (10). All requests will be considered on a first-come, first-serve basis. Timely requests not heard will be considered the first received for the next year.

8. The following positions will be automatically re-evaluated without counting toward the annual ten-position limit for reclassification:

- X Wing Lake secretary: if the position is reduced from 1.5 position to 1.0 position.
- X Operations secretary and maintenance secretaries A, B and C; when the positions are reduced from 4 to 3.



**Letter of Understanding Regarding
Furlough Days for the 2012-13 School Year**

Dated July 15, 2010

This Letter of Understanding is entered on July 15, 2010 between the Board of Education for the Bloomfield Hills Schools ("Board") and the Bloomfield Hills Office Personnel Association ("MESPA") to supplement the tentative Agreement for the years July 1, 2008 through June 30, 2013 with respect to Furlough Days.

WHEREAS Bloomfield Hills Schools is experiencing declining enrollment and declining revenues;

WHEREAS Bloomfield Hills Schools received a reduction in the per pupil foundation allowance of \$165 for the 2009-10 school year, plus the loss of \$120 for the 20j appropriation, and anticipates a further reduction in the per pupil foundation allowance for the 2010-11 school year and subsequent school years;

WHEREAS both parties are looking at measures to address the loss in revenue;

THEREFORE the parties agree to supplement the tentative Agreement reached on June 22, 2010 for a successor collective bargaining agreement effective July 1, 2008 through June 30, 2013 as follows:

Furlough Days (NEW)

Furlough days shall constitute short term leave of absence for which the employee shall have no duties and receive no hourly or salary compensation. Furlough days shall not exceed five (5) days per employee in any single school year.

The Superintendent of Schools may declare and implement furlough days during the 2012-13 school year provided the increase in the per pupil foundation allowance to be received by the School District over that received the prior year is, or becomes, \$0.00 or less.

The Superintendent of Schools shall provide at least ten (10) calendar days notice of the implementation of a furlough day.

The implementation of the Furlough Days is subject to the following employee groups also having the same Furlough Days implemented:

- Superintendent
- Assistant Superintendents
- Directors
- Administrative Council
- Administrative Assistants to the Superintendent and Assistant Superintendents
- Non-represented Management Staff


Article 18 – Vacation

If a Furlough Day is declared on a day an employee is scheduled for an approved vacation day, such vacation day will not be assessed against the employee's accrued vacation days in addition to the Furlough Day. An employee can not substitute an accrued vacation day for a Furlough Day.

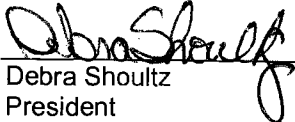
Article 19 – Holidays provides that eligibility for holiday pay requires the employee to work the scheduled hours on the working day immediately previous to and following the holiday, except where the employee has received permission from the Assistant Superintendent for Human Resources and Labor Relations, or a designee in advance, or is on a compensable leave as defined in Article 16 of the Agreement. If a Furlough Day is declared, it will be considered to be time worked with respect to eligibility for holiday pay.

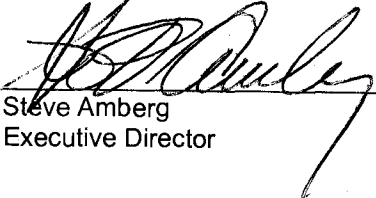
This Letter of Understanding is the parties' entire agreement pertaining to this subject matter and supersedes all understandings and agreements not expressed herein.

BLOOMFIELD HILLS SCHOOLS

by 
Christine Barnett
Assistant Superintendent for Human
Resources and Labor Relations

BLOOMFIELD HILLS OFFICE PERSONNEL
(MESPA)

by 
Debra Shoultz
President

by 
Steve Amberg
Executive Director

*Not Part of the Agreement: Efforts will be made to make the Furlough Days non-consecutive, unless determined otherwise by the Superintendent or the Board of Education.

INDEX

Addendum to Contract (27)
Additional Life Insurance (20)
Appeal (9, 27)
Arbitration (7-8)
Assignment (2, 8-9, 26)

Basic Leave Entitlement (14)
Benefits (4, 12, 17, 18, 19, 20, 21-22)
Bereavement (11)
Bidding (8-9)
Breaks (11, 25)
Bulletin Boards (3)
Bumping (5)

Cafeteria Benefit Plan (17-18)
Child Care Leave (14)
Classifications (25)

Demotion (2, 9)
Dental Insurance (20)
Dependent Life Insurance (20)
Disability (2, 4, 13, 16, 18, 21-22)
Discharge (4, 9-10, 12, 14)
Disciplinary Action (6, 9)
Doctor Visits (22)

Eligibility (17-18)
Exercise of Rights (3)
Family and Medical Leave Act (18)
Family Illness (11-12)
Filling Vacancies (8)
Flexible Spending Account (20)
Full-Time Staff (10, 26)

Grievances (1, 4, 6-8, 10)
Health and Safety (23)
Health Care (18, 20)
Holiday Pay (4, 17)
Holidays (11-12, 15, 17)
Hospitalization Insurance (18-20)

Illness (11-12, 16)
Inclement Weather Days (13)
Increments and Experience Credit (26)
Insurance Benefits (17-18)
IRS Rate (23)

Jury Duty (13)

Layoff (5-6, 14, 16-17)
Leave Bank (12, 21)
Leave Day Provisions (12)
Leave Days (4, 11-13, 15, 21-22)
Leave of Absence (13-15)
Life Insurance (4, 20)
Lockout (27)
Longevity (25)

Management Rights (2)
Maternity Leave (13)
Medical (4, 13-14, 18-22)
Mileage (23)
Military Leave (14)

Nondiscrimination (2)
Notice of Layoff (5)

Overtime (11)

Part-Time Staff (19, 26)
Personnel File (2, 4)
Postings (8-9)
PPO (18)
Probationary Period (4, 15, 20)
Promotion (8-9)

Rates (4, 11, 25)
Recall (4, 6)
Religious Holidays (11-12)
Representation (1, 4, 9)
Retirement (16, 21-22)

Salary Continuation (13, 21)
Seniority (2-6, 8-9, 14-15, 17)
Severance (22-23)
Special Conferences (10)
Strike (27)
Substitute Staff (1, 26)
Suspension (9, 12)

Temporary Layoffs (5)
Temporary Staff (5, 26-27)
Transfers (9)
Tuition Reimbursement (26)

Union (1-4, 6-10, 15, 17, 19, 23, 27)
Union Security (1)
Use of Leave Days (11)

Vacation Payment (16)
Vacation Payment Upon Termination (16)
Vacation Proration (16)
Vacation Use (16)
Vision Insurance (20)

Wages (1, 4, 8, 21, 23)
Working Hours (1, 10)