

# EMPLOYEE HANDBOOK 2021-2022



**OFFICE OF TALENT DEVELOPMENT AND MANAGEMENT**  
Administration and Community Services Building  
5810 Commerce Road  
West Bloomfield, MI 48324

## **NOTICE OF NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The West Bloomfield School District does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category (collectively, "Protected classes"), in its programs and activities, including employment opportunities.

The Board of Education designates the individuals named below to serve as the District's Compliance Officers, also known as Civil Rights Coordinators. The Compliance Officers are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation, or denial of equal access.

### **Eric Whitney**

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# WELCOME

## A MESSAGE FROM THE SUPERINTENDENT

### BOARD OF EDUCATION

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Gerald Hill, Ph.D.  
Superintendent

Kyle Anderson  
Assistant Superintendent of  
Business and Operations

Sonja James  
Executive Director of Educational Equity  
and Inclusion

Scott Long  
Assistant Superintendent of Learning  
Services

Eric Whitney  
Assistant Superintendent of  
Talent Development and Management

Dear WBSD Employee,

Welcome to our school district. We are happy to have you as a member of this staff, and we are confident that you will find your employment here both challenging and rewarding.

Our goal is to give our students and community high quality service in a friendly and professional manner. This requires that each of us cooperates with fellow employees and performs our duties cheerfully, faithfully and diligently.

This Handbook has been prepared to help answer new employees' as well as current employees' questions. Please feel free to ask your building principal or supervisor if you have any specific questions that are not addressed in the Handbook.

We are proud of our past and present success. We are certain that you will share this pride with us and do your part to ensure our continued success. We want to make your job as pleasant and efficient as possible, so your ideas and suggestions are always welcome.

Sincerely,



Gerald D. Hill, Ph.D.  
Superintendent

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## DIRECTORY OF SCHOOLS

### DOHERTY ELEMENTARY SCHOOL

3575 Walnut Lake Rd.  
West Bloomfield, MI 48322  
Phone: 248-865-6020  
**Principal:** Daniel Spitzley

### GRETCHKO ELEMENTARY SCHOOL

5300 Greer Rd.  
West Bloomfield, MI 48324  
Phone: 248-865-6570  
**Principal:** Sally Drummond

### ROOSEVELT ELEMENTARY SCHOOL

2065 Cass Lake Rd.  
Keego Harbor, MI 48320  
Phone: 248-865-6620  
**Principal:** Ryan West

### SCOTCH ELEMENTARY SCHOOL

5959 Commerce Rd.  
West Bloomfield, MI 48324  
Phone: 248-865-3280  
**Principal:** James Scrivo

### SHEIKO ELEMENTARY SCHOOL

4500 Walnut Lake Rd.  
West Bloomfield, MI 48323  
Phone: 248-865-6370  
**Principal:** Ashleigh Larkin

### WEST BLOOMFIELD MIDDLE SCHOOL

3380 Orchard Lake Rd.  
West Bloomfield, MI 48324  
Phone: 248-865-3670  
**Principal:** Amy Hughes

### OAKLAND EARLY COLLEGE

27055 Orchard Lake Rd.  
Farmington Hills, MI 48334  
Phone: 248-522-3540  
**Head of School:** Morrison Borders

### WEST BLOOMFIELD HIGH SCHOOL

4925 Orchard Lake Rd.  
West Bloomfield, MI 48323  
Phone: 248-865-6720  
**Principal:** Eric Pace

### PRESCHOOL ACADEMY

5810 Commerce Rd.  
West Bloomfield, MI 48324  
Phone: 248-865-6466  
**Coordinator:** Laura Poxon

### WEST BLOOMFIELD TRANSITION CENTER

7071 Orchard Lake Rd.  
West Bloomfield, MI 48322  
Phone: 248-539-0532  
**Supervisor:** Kim Cieszynski

## SECTION 1: GENERAL INFORMATION

### TERMS OF EMPLOYMENT

This handbook is applicable to all employees. If the terms or a policy, procedure, or benefit vary according to the classification that an employee holds, the terms that apply to employees in that classification will be specifically described in the applicable bargaining agreement.

This handbook does not constitute an employment contract between the District and its employees. The provisions contained in this handbook supersede any and all contrary representations that have been made either by the District or you. No employee, supervisor, or other person, except the Superintendent or his/her designee in a writing signed by him/her, has the authority to enter into any employment agreement on behalf of the District for any specified period of time, pursuant to any particular conditions or to make any agreement contrary to the terms expressed in this handbook. Unless provided for through a specific bargaining agreement, the District is an at-will employer, meaning that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice.

### TRAINING PERIOD

The first 90 actual work days, or different length of time as specified in the individual master agreements, is considered to be a period of training and adjustment. Employees should not be hesitant about asking questions to help better understand the job, policies, procedures, and the goals of the organization. Employees may become eligible for benefits following the satisfactory completion of the training period. Refer to the applicable master agreement or check with the Office of Talent Development and Management to determine if and/or when eligibility for benefits begins.

### EMPLOYMENT STATUS

An employee who is hired to work only on a project basis or for a specified period of time is considered to be temporary or seasonal. Temporary or seasonal employees are not eligible to receive benefits.

### AMENDMENT OF POLICIES, BENEFITS, AND COMPENSATION

The West Bloomfield School District believes wholeheartedly in the policies and procedures described in this handbook. Nevertheless, the District must retain the discretion to react to various economic and business circumstances. Thus, the District reserves the right and the discretion to alter, modify, amend or terminate policies, benefits and compensation with or without notice. All such changes will be in writing. Verbal changes shall have no force or effect. Changes will be effective as of the date of their occurrence and they will supersede the original policies, benefits, and compensation. If the employee is covered under a formal bargaining agreement, the agreement may govern changes and/or amendments.

### REASONABLE ASSURANCE FOR CONTINUED EMPLOYMENT

West Bloomfield School District has regularly scheduled breaks, including the summer break, during its normal year. These breaks occur when school is not in session or in recess. During these breaks, the District provides you the assurance, in good faith, that you will return to work in the same or similar position at the completion of the break or recess. When you return to work at the completion of that break or recess, the District has validated your continuing employ.

An employee who is paid unemployment compensation benefits, chargeable to West Bloomfield School District, during the summer or any other break period, and who is subsequently recalled to a position during the next school year within ten working days of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess.

## SECTION 2: PROFESSIONAL EXPECTATIONS

### CUSTOMER SERVICE

Our families and community are our customers, and they are very important to us. It is the expectation of the District that every employee represents WBSD in a positive and helpful manner at all times. When working with students, parents, guardians, co-workers and community members, we are to always be courteous and patient. Occasionally, a situation may arise that is unique. In such cases, inform the individual that you will contact your principal or supervisor and get back to them promptly.

### CONFIDENTIALITY

In the course of employment, employees may have access to information about the District, students, their parents, and other employees. This information must be kept confidential. If you are uncertain about whether information is confidential, check with your principal or supervisor before discussing it with anyone. Any violation of this policy may result in discipline.

### USE OF SOCIAL MEDIA BY EMPLOYEES

An employee's personal or private use of social media may have unintended consequences. While the District respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records

without parental consent. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined. See [Board of Education Policy 7540.04](#).

### OUTSIDE ACTIVITIES OF STAFF

Staff members should avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If such situations occur, the Superintendent or designee shall evaluate the impact of such activity or association upon the staff member's responsibilities and take appropriate action as necessary. See [Board of Education Policy 3231](#) and [Board of Education Policy 4231](#).

- Staff members should not give work time to an outside interest, activity, or association without valid reason to be excused from assigned duties.
- Staff members shall not use school property or school time to solicit or accept customers for private enterprises without written administrative permission.
- Staff members shall not engage in business transactions on behalf of personal or private enterprise in which he/she may profit by virtue of his/her official position or authority or benefit financially from confidential information which the employee has obtained.
- Staff members shall not campaign on school property during duty hours on behalf of any political issue or candidate for local, State, or National office.

- Staff members may not accept fees for tutoring when such tutoring is conducted during the normal work day.
- Staff members may not accept fees for tutoring, private lessons, or other activities related to their professional duties for students currently enrolled in one or more of their classes or on their case load without prior written administrative permission.

## STAFF GIFTS

The presentation of gifts to staff members by students and their parents is considered an undesirable practice because it tends to embarrass students with limited means and gives the appearance of currying favor. It is the policy of the West Bloomfield School District that staff members may accept gifts of nominal value from students or parents. Individual gifts from a staff member to a student are strongly discouraged. It is suggested that if a staff member wishes to give a gift, he/she may do so as a gift to the classroom, for example, library books or other educational resources for the class. The Superintendent or designee may approve acts of generosity to individual staff members in unusual situations. See [Board of Education Policy 3214](#) and [Board of Education Policy 4214](#).

## STAFF ETHICS

The West Bloomfield School District requires the services of men and women of integrity and expects all staff members to maintain high standards in their working relationships and in the performance of their professional duties. In keeping with these ethical responsibilities, employees are prohibited from engaging in any romantic or sexual relationship of any kind with students of this District, regardless of their age. Employees may not provide alcohol, drugs, cigarettes, or any other contraband to a student. Further, the District's policy regarding staff ethics requires that employees of WBSD recognize the basic dignities of all individuals,

represent accurately their qualifications, exercise due care to protect the mental and physical safety of students, colleagues, and subordinates, seek and apply the knowledge and skills appropriate to their assigned responsibilities, refrain from using their position or public property for partisan or religious purposes, and avoid accepting anything of value offered for the purpose of influencing judgment. See [Board of Education Policy 3210](#).

## BOARD-STAFF COMMUNICATIONS

The Board of Education desires to maintain open channels of communication between itself and the staff. All communications from staff members to the Board or its committees shall be submitted through the Superintendent. This procedure is not intended to deny any staff member the right to appeal to the Board on important matters through established procedures. All official communications, policies, and directives of the Board of staff interest and concern to the staff will be communicated through the Superintendent or designee. See [Board of Education Policy 3112](#) and [Board of Education Policy 4112](#).

## STUDENT SUPERVISION AND WELFARE

The most important priority of the West Bloomfield School District is the safety of our students. All employees, as well as all individuals who work with or have contact with students in our District, are reminded that they must be aware of the boundary between being sensitive to and supportive of students and a possible or perceived breach of responsible, ethical behavior. While the District encourages the cultivation of positive relationships with students, employees and all individuals who work with or have contact with students in our District are expected to use good judgment and shall maintain the standards outlined here. See [Board of Education Policy 3213](#) and [Board of Education Policy 4213](#).

- Each staff member shall maintain a standard of care for supervision, control, and protection of students commensurate with assigned duties and responsibilities.
- A staff member should not volunteer to assume responsibility for duties he/she cannot reasonably perform. Such assumption carries the same responsibilities as assigned duties.
- A professional staff member shall provide proper instruction in the safety matters presented in assigned course guides.
- Each staff member shall immediately report to the principal any accident or safety hazard he/she detects.
- Each staff member shall immediately report to the principal any knowledge of threats of violence by students.
- A staff member shall not send students on any personal errands.
- A staff member shall not associate or fraternize with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal prosecution and disciplinary action up to and including termination of employment.
- If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or

community who specialize in the assessment, diagnosis, and treatment of the student's problem. Under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

- A staff member shall not transport students in a private vehicle without the approval of the principal.
- A student shall not be required to perform work or services that may be detrimental to his/her health.
- Staff members shall only engage in electronic communication with students via email, texting, social media and/or online networking media when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities with prior approval of the principal.
- Staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media unless such transmission has been made as part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with [Board of Education Policy 5722](#).

## **BULLYING AND OTHER AGGRESSIVE BEHAVIOR TOWARD STUDENTS**

It is the policy of the School District to provide a safe and nurturing educational environment for all of its students. Board of Education Policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior. Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including Board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

The Policy specifically prohibits the bullying of a pupil, as well as prohibiting retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated. Further, the Policy identifies the officials responsible for ensuring that the Policy is implemented, procedures for providing notification to the parents or guardians of a victim and perpetrator of bullying, procedures for reporting incidents of bullying, procedures for the prompt investigation of a report of bullying, and assurances of confidentiality to the extent appropriate and/or legally permitted. See [Board of Education Policy 5517.01](#).

## **CORPORAL PUNISHMENT**

Corporal punishment shall not be permitted. If any staff member, full-time, part-time, or substitute deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling,

spanking, slapping, or makes use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services. See [Board of Education Policy 5630](#), and [MCL 380.1312](#).

## **CHILD ABUSE AND NEGLECT REPORTING**

Pursuant to the laws of the State and Board of Education policy, each staff member shall report to the proper legal authorities immediately any sign of suspected child abuse or neglect. See [Board of Education Policy 8462](#) and [MCL 722.621-722.638](#).

**Mandated Reporters:** Michigan Child Protection Law requires certain professionals to report their suspicions of child abuse or neglect to Centralized Intake (CI) at the Department of Health and Human Services (DHHS). Mandated reporters include: physicians, dentists, audiologists, physician's assistants, nurses, registered dental hygienists, licensed emergency medical care providers, medical examiners, psychologists, licensed professional counselors, marriage and family therapists, social workers, licensed master social workers, licensed bachelor's social workers, school counselors, teachers, school administrators, registered social service technicians, social service technicians, members of the clergy, law enforcement officers, regulated child care providers, and persons employed in a professional capacity in any office of the Friend of the Court.

**Making a Report of Suspected Child Abuse/Neglect:** Mandated reporters shall make an immediate report to CI of suspected child abuse or child neglect by calling 855-444-3911. Within 72 hours after making an oral report by telephone, the reporting person shall file a written report (DHS-3200). Although West Bloomfield School District [Board of Education](#)

[Policy 8462](#) requires that staff members also inform the appropriate administrator of concerns about child abuse or neglect, reporting the suspected allegations of child abuse and/or neglect to the head of the organization does not fulfill the legal requirement to report directly to DHHS. The individual who had contact with the child must make the report.

**Confidentiality of a Mandated Reporter's Identity:** The identity of a reporting person is to remain confidential under the Child Protection Law. The identity of a reporting person is subject to disclosure only with the consent of that person, by judicial process or to those listed under Section 5 of the Child Protection Law.

**Civil and Criminal Liability:** Mandated reporters, who fail to file a report of suspected child abuse or neglect, will be subject to both civil and criminal liability. In a civil action, the mandated reporter may be held liable for all damages that any person suffers due to the mandated reporter's failure to file a report. In a criminal action, the mandated reporter may be found guilty of a misdemeanor punishable by imprisonment for up to 93 days and a fine of \$500. A person making a good faith report is protected from civil and criminal prosecution and cannot be penalized for making the report or cooperating with a CPS investigation.

## ATTENDANCE

Regularity of attendance and punctuality is essential to the performance of your work. Employees are expected to be punctual and regular in attendance. You are expected to report to work on time and be prepared to start work at your regularly scheduled starting time. You are also expected to remain at work through the end of your schedule except for regularly scheduled breaks or authorized leaves. Excessive absenteeism whether excused or not, is not acceptable. Each

situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis.

Proper reporting of absences using established procedures is required of all District employees. This includes entering absences into the online absence management system, providing proper notification to a supervisor, and any additional protocols established by the supervisor.

## DRESS AND GROOMING

All employees are expected to dress appropriately for work. Your supervisor may assist you in determining what attire is appropriate. Some jobs may have additional restrictions for safety reasons.

## CASH HANDLING

In order to assure the safekeeping of monies collected by employees of a school building, specific procedures established by the Business Office shall be followed by all employees.

All monies shall be properly receipted, accounted for, and directed without delay to the proper location for deposit. Whenever possible cash should be avoided and a system of redundancy in place for event money/ticket counts.

No money shall be left overnight in desks, lockers or other such equipment. All money left overnight in buildings shall be placed in a lockable container in the main school office;

The building secretaries will verify all activity account deposits. A deposit slip will be prepared. The money and deposit slip will be placed in a bank deposit bag and sealed. The money will be deposited in the bank by the building secretary each day according to procedures established by the Business Office. The bank will unseal the bag and verify the deposit. If the counted deposit is the same as the deposit slip, the bank will issue a receipt

along with the unlocked bag. If the counted deposit is not the same as the deposit slip, the bank will contact the District regarding any discrepancies. A copy of the receipt shall be sent to the administrative office to record, and shall include the account in which the money is to be credited.

Building secretaries are responsible to track and verify account balances and Principals will verify that building account records and district financial system accounting records agree;

Whenever possible cash should be avoided, checks and money orders payable to West Bloomfield School District are preferred. At no time should collected funds be used as "petty cash".

## SECTION 3: HEALTH AND SAFETY

### ANTI-HARASSMENT

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The District will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The District will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action. The District will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

- Filing a malicious or knowingly false report or complaint of unlawful harassment.
- Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property; has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment:** Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity; submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender. Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- Unwanted physical and/or sexual contact.
- Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

- In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery". The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.**

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the District complaint process that is set forth in [Board of Education Policy](#)

[1662 Board of Education Policy 3362](#), and [Board of Education Policy 4362](#). Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

### **DRUG-FREE WORKPLACE**

Quality education for students is not possible in an environment affected by drugs. The District seeks, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The manufacture, possession, use, distribution, or dispensing of any controlled substance, alcohol, and any drug paraphernalia, by any member of the District's staff, is not permitted at any time while on District property or while involved in any District-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of collective bargaining agreements.

The use of tobacco is prohibited on District premises, in District vehicles, and in all school buildings owned and/or operated by the District. Visible possession of tobacco product by staff members in District buildings, on District property (owned or leased), on District buses, and at any District-related event is prohibited. The use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance

The Board of Education has established additional policy guidelines regarding the use of controlled substances and alcohol for commercial vehicle (CMV) drivers and other employees who perform safety-sensitive functions. See [Board of Education Policy 4122.01](#).

### **EMPLOYEE ASSISTANCE PROGRAM**

The West Bloomfield School District's Board of Education recognizes that, in our complex society, an employee's health and attitude can affect both the employee's performance and attendance pattern. Difficulties can arise for individual employees because of alcohol or drug dependency, financial, mental health, or other personal problems involving employees themselves or members of their families.

The Board also recognizes that these types of problems may be successfully treated with early intervention. The West Bloomfield Board of Education, therefore, agrees to establish and maintain an Employee Assistance Program (EAP). The primary goal of this program shall be to provide avenues of assistance to all employees.

The establishment of this program, or any related procedure, does not and will not alter or supersede the normal employment rules, policies, regulations, discipline procedures, performance evaluation, guidelines, and/or provisions of all collective bargaining agreements.

An employee's job security will not be dependent on, or jeopardized by, participation in the EAP. Participation in the program will be strictly confidential and voluntary.

**What is the Employee Assistance Program?**

The EAP is a confidential referral and treatment service available to all employees of the District, and their families, who are facing personal, family, financial, drug or alcohol, or other problems.

**What kind of help is available?** The EAP provides counselors and other specialists from Counseling Associates, offering a wide range of services dealing with individual, or family problems, alcohol and substance abuse, premarital, marriage and divorce counseling, etc. Services are available for children, adolescents, adults, and families. Counseling Associates is conveniently located at 6960 Orchard Lake Road, Suite 100, West Bloomfield, MI 48322. Their phone number is 248-626-1500.

**Why is West Bloomfield School District offering an EAP?** Employees are our most valuable resource and can generally handle their own problems. However, it is unrealistic to think individuals can cope with every problem that confronts them. The Employee Assistance Program offers another choice: professional help in a confidential surrounding with complete anonymity for the employee.

**How do employees or their families utilize the services of the EAP?** To obtain more information or to seek help through the EAP, call Counseling Associates, Inc. at 248-626-1500. Counseling Associates makes its services readily available, offering immediate appointments with no "waiting list". Evening and Saturday appointments are also available to allow for one's work schedule. Regular services are available during normal business hours. In the event of an emergency, however, staff is available twenty-four hours a day, seven days a week.

**What does it cost to seek help?** Almost all of our employees and their family members have a health insurance plan, which will coverage all

or part of the cost. West Bloomfield School District has agreed to pay the difference, if any, between your insurance coverage and actual costs, for up to five visits. For those requiring long-term treatment, when the limit of coverage is exceeded, Counseling Associates will adjust its fee, based on ability to pay.

**Who will know about your visits to Counseling Associates?** Only you will know when you or family members go to Counseling Associates. The only records that are kept are in the hands of Counseling Associates, and these records are completely confidential. The District is not informed you are attending, unless you wish. No information can be released without your knowledge and written consent. There is no stigma associated with seeking help in a time of stress, and employees and their families are encouraged to take advantage of the EAP for obtaining such help.

**Does Counseling Associates have qualified, well-trained staff?** Their staff includes social workers, counselors, certified psychologists, psychiatrists and therapists to provide an extensive range of services for children, adolescents, adults and families. Counseling Associates, Inc. is licensed by the Michigan Department of Public Health Office of Substance Abuse Services, and has been accredited by the Joint Commission on Accreditation of Hospitals.

**WEAPONS-FREE SCHOOLS**

The Board of Education prohibits any person from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle. The Board has a constitutional and statutory obligation to provide a free and appropriate education to all students who qualify. This includes the obligation to provide a safe and

secure learning environment. The presence of dangerous weapons on school property or at school sponsored events, except under very controlled circumstances, creates a potentially dangerous situation for students, staff and visitors, and may trigger precautionary safety responses which disrupt the educational process and learning environment for students.

The Board therefore concludes that prohibiting weapons on school property and at school sponsored events is reasonably related to legitimate educational concerns, including the ability to provide a safe and secure learning and social environment for its students and controlling and minimizing disruptions to the educational process.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including spring, air and gas-powered guns, (whether loaded or unloaded, that will expel a BB, pellet, or paint balls), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives or any other weapon described in [18 U.S.C. 921](#).

This prohibition applies regardless of whether the person is otherwise authorized by law to possess the weapon, including if the visitor holds a concealed weapons permit. The following are the exceptions to this policy: weapons under the control of law enforcement personnel; items approved by a principal as part of a class or individual project or presentation under adult supervision, if used for the purpose of and in the manner approved (working firearms and ammunition shall never be approved); theatrical props used in appropriate settings; starter pistols used in appropriate sporting events; instruments or

equipment as required by District operations, including school or District security.

In the event that a person violates this policy and refuses to leave the property or take other action as directed by the administrator, the administration is directed to immediately initiate a lockdown of the affected school. There are no exceptions to this mandate.

The Superintendent shall refer a person who violates this policy to law enforcement officials and may take any steps necessary to exclude the person from District property and events.

Staff members shall report knowledge of dangerous weapons and/or threats of violence by students, staff members or visitors to the building administrator. Failure to report such information may subject the staff member to disciplinary action, up to and including termination. See [Board of Education Policy 1217](#), [Board of Education Policy 3217](#), [Board of Education Policy 4217](#), and [Board of Education Policy 7217](#).

## **HAZARD MATERIALS-RIGHT TO KNOW**

The State of Michigan has adopted the federal OSHA Hazard Communication Standard, which covers all employers in the State of Michigan. This standard requires manufacturers and importers of hazardous chemicals to evaluate the health and physical hazards of those chemicals which may pose a threat to exposed employees. The result of these is to be listed on a Material Safety Data Sheet (MSDS), along with all other necessary information needed by an employee in order to work safely with the chemical. The intent of this standard is to provide additional information to employees on the physical characteristics and adverse health effects of the chemicals they are exposed to in the workplace.

In addition, the Hazard Communication Standard requires employers to survey the work areas to identify and list known hazardous materials; acquire and maintain Material Safety Data Sheets (MSDS's) for these materials; label all containers of hazardous materials; train and educate employees on the law, the information contained in an MSDS, and how to work safely with the chemicals they are exposed to; identify non-routine hazardous tasks which require additional training on protective/safety measures, chemical hazards and measures the employer has taken to lessen the hazards associated with the particular task; inform outside contractors of chemical hazards their employees may be exposed to on the employer's property; and develop a written program stating how they intend to comply with the requirements of the Hazard Communication Standard.

The West Bloomfield School District has complied with the above requirements and provides the information contained in this Handbook to assist in employee training programs. Further, all employees are required to complete mandatory training as determined each year by the District using Safe Schools.

## **UNIVERSAL PRECAUTIONS AND BLOOD-BORNE PATHOGENS**

A copy of the Exposure Control plan is available in each of the school's main office. In addition, any employee may request a copy of the plan through the district Office of Talent Development and Management. Bloodborne Pathogen training is required annually for each employee using Safe Schools.

## **WORK RELATED ACCIDENTS AND INJURIES**

Employees are to report an injury or accident to their supervisor immediately. If the supervisor is not on duty, the injury or accident must be reported to the Office of Talent Development and Management. An Employee

Injury/Accident Report is to be filled out in its entirety and requires your signature. The form must be completed and a copy left with the school office staff before you leave work after the incident. If you feel that medical treatment is needed, you must obtain an Authorization for Treatment and Billing form from the school or department main office. You must then report to the authorize district medical clinic:

Henry Ford Occupational Health  
6530 Farmington Road  
West Bloomfield, MI 48322  
Phone: 248-661-8799  
Fax: 248-661-8894

Employees receiving medical treatment must present a doctor's release before returning to work. Follow-up treatment must be authorized by CCMSI and must be at Henry Ford Occupational Health for the first 28 days following the injury or accident. Do not go to your primary care physician for follow up. You must make sure that you have a doctor's note indicating the diagnosis, current treatment, follow-up treatment, and the length of time you are expected to be off work. It is to your advantage that all items of concern related to your injury/accident are in writing.

If the injury or accident is serious enough to prevent you from driving yourself to the medical clinic, an EMS unit will be called (911 or the West Bloomfield Police Department at 248-682-9200). In no case shall an employee drive an injured employee to the medical clinic for treatment.

All billings related to the workplace injury or accident are sent directly to CCSMI, 2364 Woodlake Drive, Suite 100, Okemos, MI 48864. If you are billed directly please forward to the Benefits Coordinator. Do not pay any billings without prior advice from the Benefits Coordinator or the workers' compensation insurance company. The only time you will be responsible for payment of a bill will be if the

insurance company finds that the injury is not work-related. At that time you may submit your personal insurance card and the doctor and/or medical facility may bill your personal insurance plan.

Payment of workers' compensation claims are set according to a payment schedule developed by the State of Michigan. Although doctors and medical facilities are prohibited from billing the patient for approved treatment of work-related injuries, this does occur from time to time. You are not responsible for the difference paid by the insurance company and what the doctor and/or medical facility charges.

Worker's Compensation will be paid according to the State of Michigan Worker's Disability Compensation Act and the master agreement between your bargaining unit and the West Bloomfield School District Board of Education.

Employee injuries are to be treated in a serious manner regardless of observable severity. The above procedure is to be followed in a prompt manner following the injury or accident.

## CRIMINAL CONVICTION REPORTING

All school staff employed by a school or school district are required to undergo a criminal history records check conducted by the Michigan State Police and the Federal Bureau of Investigation. The criminal history records check will generate a fingerprint search response. The response will include arrest, arraignment, and conviction data for any crime, misdemeanor or felony.

**School employees are required by law to self-report to both the District and the Michigan Department of Education when arraignment has been conducted for crimes identified in Section 1535a of the Revised School Code, Michigan Compiled Laws 380.1535a.** The reporting must be provided within three business days of arraignment.

If an employee is convicted of an offense which requires registering as a sex offender, upon verification of the conviction, employment shall be terminated and employment (in any capacity) in a Michigan K-12 school, public or non-public is prohibited. If an employee is convicted of a felony other than a listed offense, the Superintendent and the Board of Education are required by law to agree, in writing, to continue the employee's employment. The same applies to offering employment to an individual with a felony conviction other than a listed offense. Conviction for a listed offense requires termination of Michigan K-12 employment and action against an educator's certificate.

### Listed Offenses:

- Accosting, enticing, or soliciting a child for immoral purposes.
- Involvement in child sexually abusive activity or material.
- A third or subsequent violation of any combination of engaging in obscene or indecent conduct in public, indecent exposure, or a local ordinance substantially corresponding to either offense.
- First, second, third, or fourth degree Criminal Sexual Conduct (CSC).
- Assault with intent to commit CSC. If the victim is less than 18 years of age, the crime of gross indecency (except for a juvenile disposition or adjudication), kidnapping, sodomy, or soliciting another for prostitution.
- Leading, enticing, or carrying away a child under 14 years of age.
- Pandering.
- Any other violation of a state law or local ordinance constituting a sexual offense against an individual less than 18 years of age.
- An offense committed by a sexually delinquent person.
- An attempt or conspiracy to commit one of the offenses listed above.

Convictions subject to action against an educator certificate:

- Any felony.
- Any of the following misdemeanors:
- Felonious assault on a child, child abuse in any degree, or an attempt to commit child abuse in any degree.
- Cruelty, torture, or indecent exposure involving a child.
- Delivery of a narcotic to a minor or student or within 1,000 feet of school property. (MCL 333.7410)
- Breaking and entering. (MCL 750.115)
- Knowingly allowing a minor to consume or possess alcohol or a controlled substance at a social gathering. (MCL 750.141a)
- Accosting, enticing, or soliciting a child for an immoral purpose. (MCL 750.145a)
- Larceny from a vacant dwelling. (MCL 750.359)
- Assault; assault and battery. (MCL 750.81)
- Assault; infliction of serious injury. (MCL 750.81a)
- Selling or furnishing alcoholic liquor to a person less than 21 years of age. (MCL 436.33)

Convictions requiring immediate suspension, upon conviction, of an educator certificate:

- Any crime that is a listed offense (see above).
- Manufacturing/delivering a controlled substance. (MCL 7401(2)(a)(i))
- Possession of a controlled substance. (MCL 7403(2)(a)(i))
- Recruiting, inducing, soliciting or coercing minor to commit a felony. (MCL 333.7416)
- Assault with intent to commit murder. (MCL 750.83)

- Assault with intent to rob and steal armed. (MCL 750.89)
- Attempt to murder. (MCL 750.91)
- First degree murder. (MCL 750.316)
- Second degree murder. (MCL 750.317)
- Armed robbery aggravated assault. (MCL 750.529)
- Misdemeanor–Delivery of a narcotic to a minor. (MCL 333.7403)

## **UNREQUESTED LEAVES OF ABSENCE AND FITNESS FOR DUTY**

It is the policy of the Board of Education to protect students and employees from administrative staff members who are unable to perform essential job functions with or without accommodation.

A staff member may be placed on an unrequested leave of absence when the staff member is unable to perform assigned duties in conformance with statute and the negotiated, collectively-bargained agreement with or without accommodation. If the Superintendent believes the staff member is unable to perform essential job functions, the administrative staff member will be offered the opportunity for a meeting to discuss these issues.

If a staff member refuses to attend the meeting, the staff member may be ordered to submit to an appropriate examination by a physician designated and compensated by the District. All such requests for examination shall include the following notice to the examiner: "The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, do not provide any genetic information when responding to this request for medical information. 'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's or family

member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services." If, as a result of such examination, the staff member is found to be unable to perform assigned duties with or without accommodation, the staff member may be placed on leave of absence for a reasonable time to heal or until the staff member is able to perform the essential job functions, but only for a period not to exceed one (1) year.

Should a staff member refuse to submit to the examination requested by the District and the staff member has exercised his/her rights under the provisions hereinabove set forth, such refusal shall subject the staff member to disciplinary action. See [Board of Education Policy 1461](#), [Board of Education Policy 3161](#), and [Board of Education Policy 4161](#).

## **CONTROL OF BLOOD BORNE PATHOGENS**

The following guidelines provide for the District's compliance with Federal regulations for protecting staff members against exposure to blood pathogens and other infectious materials which can cause Hepatitis B and/or HIV viruses.

Staff members in the following job classifications have responsibilities for which they could reasonably anticipate exposure to blood and other potentially-infectious materials:

- Custodians;
- Special education teachers and aides who work with students who are prone to biting, scratching, and other such actions that can cause bleeding or exposure to saliva and other body fluids;

- Teachers in vocational/technical education whose students work with equipment that can cause cuts or other injuries that produce bleeding;
- Members of a school staff who have been designated to provide first aid when and if necessary;
- Coaches;
- Bus drivers

Each of the staff members in the above-named categories shall be offered free vaccination with the Hepatitis B vaccine after training and within ten (10) days after reporting for duty at the start of the school year or when employed.

The Assistant Superintendent for Talent Development and Management shall determine which hospital or other health service shall give the vaccinations and do the necessary follow-up testing. He or she shall:

- arrange a schedule for vaccinations which makes it possible for the staff members to be vaccinated during their work time;
- obtain the necessary information concerning the efficacy, safety, administration, and benefits of the vaccine so that each staff member can be properly informed prior to deciding as to whether or not s/he wishes to be vaccinated;
- ensure that the results of post-vaccination testing are properly recorded and kept confidential.

If the staff member declines, s/he shall complete Form 8453.01 F1 which shall be placed in the staff member's confidential file. (See AG 8320 - Personnel Records)

If the staff member chooses to be vaccinated, s/he shall sign Form 8453.01 F4.

## **RESPIRATOR SAFETY**

The Director of Maintenance shall be responsible for selecting any respirators (including dust masks) that may be used by maintenance personnel or as part of an instructional program. S/He will also develop and implement a written program on their proper use and maintenance.

Prior to any use, each staff member and student who may be using a respirator (other than a disabled person who uses one for health reasons) must receive training on the proper use and limitations of a respirator and on the proper methods for fit-testing, cleaning, and maintenance of the respirator. Upon completion of the training, the person is to complete Form 7430 F2.

No staff member or student is to use any respirator unless a physician has completed Form 7430 F1 which confirms that the person has no physical condition that would be affected by the use of a respirator. This form must be completed annually, reviewed by the supervisor of the staff member or student using the respirator, and filed in the staff member's or student's personal file along with Form 7430 F2 and Form 7430 F3, if a student.

The Superintendent shall be responsible for periodic inspections of the area(s) while respirators are being used in the area(s) to ensure that only certified respirators are being used and are being used and maintained properly.

## SECTION 4: EMPLOYEE RECORDS

### DOCUMENTS REQUIRED FOR EMPLOYMENT

The documents described below must be completed by each employee as part of the hiring process for West Bloomfield School District.

**Policy Review Form:** Employees must sign an acknowledgement of District new hire requirements to be fulfilled in order to be added to the district payroll system.

**Online Application:** A completed application using our online system must be on file.

**State and Federal Income Tax Withholding:** If your tax status changes as a result of marriage, divorce, or dependent status, at any time, please advise the Payroll Department so that new forms may be provided for completion.

**Immigration Form (I-9):** The United States Department of Justice requires every employee to complete an I-9 form to verify employment eligibility. Supporting documents are required, customarily consisting of a photocopy of a driver's license and social security card.

**Authorization and Release of Personnel Record Information:** Pursuant to MCL 380.1230(b) and MCL 423.506, all employees must provide authorization for release of personnel record information from prior employer(s) regarding any misconduct, acts of immorality, moral turpitude or inappropriate behavior.

**Criminal Conviction History:** As of January 1, 2006, in accordance with Michigan School Safety Initiative legislation, all school district staff must undergo a criminal history check which requires fingerprinting. School staff may not start work until a clear fingerprint report is received in the Office of Talent Development

and Management. It is the responsibility of the employee to pay the cost of fingerprinting.

**Direct Deposit Form:** All employees are required to authorize their paycheck to be automatically deposited into any financial institution that will allow withdrawal of funds.

**Technology Acceptable Use Policy:** All employees are required to read the Technology Resources and Acceptable Use Policy and sign the Staff Technology Resources Acceptable Use Agreement.

### PERSONNEL FILES

You have a right to examine your personnel file or to obtain a copy of your file upon a written request to the Assistant Superintendent of Talent Development and Management. If you wish to examine your file, you may do so during normal office hours provided it does not interfere with your assigned duties. Arrangements to view your file may be made by contacting the Office of Talent Development and Management to make an appointment.

### SOCIAL SECURITY NUMBER CONFIDENTIALITY

Pursuant to both state and federal law, it is the policy of the District to protect the confidentiality of social security numbers. Access to documents containing social security numbers shall be restricted to those employees who have a need to know that information or access those documents. The District will not permit the release of the social security number of an employee, student or other individual except as authorized by law.

**PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION**

West Bloomfield School District (the “Plan”) is required by law to take reasonable steps to ensure privacy of your personally identifiable health information and to inform you about: the Plan’s uses and disclosures of Protected Health Information (PHI); your privacy rights with respect to your PHI; the Plan’s duties with respect to your PHI; your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and the person or office to contact for further information about the Plan’s privacy practices. The term “Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic).

**Section 1: Notice of PHI Uses and Disclosures**

Upon request, the Plan is required to give you access to certain PHI in order to inspect and copy it. Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan’s compliance with the privacy regulations.

The Plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object in order to carry out treatment, payment and healthcare operations. The Plan will also disclose PHI to the insurance providers who have a signed, written agreement for the purposes related to treatment, payment and healthcare operations. The Plan sponsors have amended their plan documents to protect your PHI as required by Federal Law.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your insurance providers. For example, the Plan may disclose to a treating orthodontist

the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and pre-authorization’s), and the auditing of such payments performed by internal and external auditors. For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

Health care operations include, but are not limited to, quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating, and other management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative services. For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing function.

Disclosure of your PHI to family members, or other relatives and your close personal friends is allowed if the information is directly relevant to the family or friend’s involvement with your care or payment for that care; and you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances when required by law; when permitted for purposes of public health activities, including when necessary to report product defects, to permit

product recalls and to conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law. PHI may be disclosed when authorized by law to report information about abuse, neglect, or domestic violence to public authorities if there exists a reasonable belief that you may a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may be generally made to the minor's parents or other representative although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI. The Plan may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosure in civil, administrative, or criminal investigations, inspections, licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud). The Plan may disclose your PHI when required by judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Plan that the requesting party had made a good faith attempt to provide written notice to you and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal. PHI may be disclosed when required for law enforcement purpose (for example, to report certain types of wounds), including the purpose

of identifying or locating a suspect, fugitive, material witness or missing person. Also, PHI may be shared when disclosing information about an individual who is or is suspected to be a victim of a crime, but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement, and disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment. PHI may be required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining the cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable laws as necessary to carry out their duties with respect to the deceased. The Plan may use or disclose PHI for research, subject to conditions. When consistent with applicable laws and standards of ethical conduct, the Plan may disclose PHI when it believes, in good faith, the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat. PHI may be disclosed when authorized by and to the extent necessary to comply with worker's compensation or other similar programs established by law. Except as otherwise indicated in this notice, uses and disclosures will be made only with your written authorization subject to your right to revoke such authorization.

## **Section 2. Rights of Individuals**

You may request the Plan to restrict uses and disclosures of your PHI to carry out treatment, payment of health care operations, or to restrict uses and disclosure to family members,

relatives, friends, or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree with your request.

The Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations. You or your personal representative will be required to complete a form to request restrictions on use and disclosures of PHI. Such request should be made to the following Privacy Officer: West Bloomfield School District, Employee Benefits Coordinator, 5810 Commerce Road, West Bloomfield, MI 48324, Phone: 248-865-6429.

“Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan regardless of form. “Designated Record Set” includes the medical records and billing record about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analysis and not used to make decisions about individuals is not in the designated record set. The requested information will be provided with 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Such request should be made to the following Privacy Officer: West Bloomfield School District, Employee Benefits Coordinator, 5810 Commerce Road, West Bloomfield, MI 48324. 1-248-865-6429. If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise your

review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

You have the right to request the Plan to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set. The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any further disclosures of your PHI. Such request should be made to the following Privacy Officer: West Bloomfield School District, Employee Benefits Coordinator, 5810 Commerce Road, West Bloomfield, MI 48324, Phone: 248-865-6429. You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set.

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years prior to the date of your request. However, such accounting need not include disclosures made: (1) to carry out treatment, payment or health care options; (2) to individuals about their own PHI; or (3) prior to the compliance date. If the accounting cannot be provided with 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and date for which the accounting will be provided. If you request more than one accounting within a two-month period, the Plan will charge a reasonable cost-based fee for each subsequent account.

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that

person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms: a power of attorney for health care purposes, authorized by a notary public; a court order of appointment of the person as the conservator or guardian of the individual; or an individual who is the parent of a minor child. The Plan retains discretion to deny access to your PHI to a personal representative to provide protection to vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

### **Section 3. The Plan's Duties**

The Plan is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practice. This notice is effective April 14, 2003, and the Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practice and to apply the changes to any PHI received or maintained by the Plan prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Plan still maintains PHI. Notice will be provided via electronic format (if available) or in paper format to the participant/beneficiary address on file. Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Plan or other privacy practices stated in this notice.

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than that minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. However, the

minimum/necessary standard will not apply in the following situations: disclosure to, or request made by, a health care provider for treatment; uses or disclosure made to the individual; disclosure made to the Secretary of the U.S. Department of Health and Human Services; uses or disclosures that are required by law; and uses or disclosures that are required for the Plan's compliance with legal regulations.

This notice does not apply to information that been de-identified. De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually unidentifiable health information.

In addition, the Plan may use or disclose "summary health information" to the plan sponsor, or insurance consultant for obtaining bids or modifying, amending or terminating the group health plan, which summarized the claims history, claims expenses or type of claims experienced by individuals for who a plan sponsor has provided health benefits under a group health plan, and from which identifying information has been deleted in accordance with HIPAA.

### **Section 4. Your right to File a Complaint with the Plan or HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Privacy Officer: West Bloomfield School District, Employee Benefits Coordinator, 5810 Commerce Road, West Bloomfield, MI 48324. 248-865-6429. You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington D.C. 20201. The Plan will not retaliate against you for filing a complaint.

### **Section 5. Whom to Contact at the Plan for More Information**

If you have any questions regarding this notice or subjects addressed in it, you may contact the Privacy Officer: West Bloomfield School District, Employee Benefits Coordinator, 5810 Commerce Road, West Bloomfield, MI 48324. Phone: 248-865-6429.

PHI use and disclosure by the Plan is regulated by a federal law known as HIPAA (The Health Insurance Portability and Accountability Act). You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize their regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

### **PERFORMANCE EVALUATIONS**

During the course of your employment, you may receive periodic performance evaluations. Typically, your supervisor will conduct your evaluation and discuss it with you. After reviewing your evaluation, your supervisor will ask you to sign the evaluation to acknowledge that it has been discussed with you and that you have had an opportunity to review it. Performance evaluations are intended to measure the quality and quantity of the work you perform, your effort and attitude, and your ability to work with others. Your evaluation should let you know areas where improvement is needed and should help you to set goals for your future performance.

## SECTION 5: COMPENSATION AND BENEFITS

### GARNISHMENTS

The West Bloomfield School District must comply with all writs of garnishment it receives. You will be notified before any deductions are taken from your paychecks if we receive a writ of garnishment requiring us to withhold and pay a portion of your wages to a court. Information about the garnishment will be held in confidence.

### PAYROLL CALENDAR

Please visit the West Bloomfield School District website at [www.wbsd.org](http://www.wbsd.org) and use the Staff link to view the most current payroll calendar.

### PAYROLL SELF SERVICE

Employees may view their bi-weekly payroll information through the West Bloomfield School District website at [www.wbsd.org](http://www.wbsd.org) using the Staff link.

### CONSOLIDATED OMNIBUS BUDGET RECONCILIATION (COBRA)

A federal law, commonly referred to as COBRA, requires that most employers sponsoring group health plans (the "Plan") offer employees and their families the opportunity to temporarily extend health coverage (called Continuation Coverage) at group rates in certain instances where coverage under a Plan would otherwise end. This notice is intended to inform you, your spouse and dependent children in summary fashion, of this opportunity under COBRA as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace.

The COBRA law and the regulations effective with respect to the date of eligibility for Continuation Coverage will control all rights and obligations to the extent that they may differ from this summary. For additional

information about COBRA rights and obligations under the Plan and under Federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

Under COBRA, a health plan is defined as medical/hospitalization/prescription, dental, vision, Employee Assistance Program, and uninsured medical reimbursement plan. Benefit plans not covered under COBRA include long term disability, short term disability, and life insurance plans.

### Qualified Beneficiaries

Employees of West Bloomfield School District (the "District"), their spouses and dependent children (known as Qualified Beneficiaries) who participate in a Plan which is sponsored by the District have the opportunity to continue the same coverage under that Plan on a self-pay basis, under certain circumstances, at the time they would otherwise lose coverage. District Plans include: MESSA Choices medical, hospitalization and prescription plan; Delta Dental, Vision Service Plan, Employee Assistance Program through Counseling Associates, and Uninsured Medical Reimbursement Plan through Employee Benefit Concepts. Qualified Beneficiaries must be enrolled in the Plan the day before a qualifying event in order to be eligible for COBRA. Sponsored Dependents and Domestic Partners are not considered eligible dependents and are not eligible for COBRA continuation coverage.

### Plan Administrator

The plan administrator is West Bloomfield School District, Employee Benefits, 5810 Commerce Road, West Bloomfield MI 48324. The phone number is 248-865-6429 and the fax number is 248-865-6425.

### **Qualifying Events**

If you are an employee of the District and covered by a district Plan, you have the right to choose Continuation Coverage on a self-pay basis if you lose your coverage because of any of the following qualifying events: a reduction in your hours of employment which results in a loss of coverage; a termination of your employment (for reasons other than gross misconduct on your part); or commencement of an unpaid leave of absence which results in a loss of coverage.

If you are the spouse of an employee and you are covered by a district Plan, you have the right to choose Continuation Coverage on a self-pay basis if you lose your coverage for any of the following qualifying events: a reduction in your spouse's hours of employment which results in a loss of coverage; a termination of your spouse's employment; which results in a loss of coverage; commencement of an unpaid leave of absence of your spouse which results in a loss of coverage; the death of your spouse; or divorce or legal separation from your spouse which results in a loss of coverage.

If you are a dependent child of an employee and you are covered by a district Plan, you have the right to choose Continuation Coverage on a self-pay basis if you lose your coverage for any of the following qualifying events: a reduction in your parent's (our employee) employment which results in a loss of coverage; a termination of your parent's (our employee) employment which results in a loss of coverage; commencement of an unpaid leave of absence of your parent (our employee) which results in a loss of coverage; the death of your parent (our employee); your parent's (our employee) divorce or legal separation which results in a loss of coverage; or you cease to be a qualified dependent child for Plan coverage purposes.

Qualified Beneficiaries have the option of independently choosing COBRA. All qualified beneficiaries have the same rights under the

group health plan as a "similarly situated active employee." Insurability is not required to choose COBRA. If COBRA is chosen, the District is required to provide coverage identical to the coverage provided under the Plan to similarly situated employees or family members.

### **Notification and Election of COBRA Benefits**

Qualified Beneficiaries have sixty (60) days from the date of a qualifying event to notify the district's Benefits Coordinator that a COBRA event has occurred in the case of a divorce or a dependent child ceasing to qualify as a dependent child for Plan purposes. All other qualifying events carry a thirty (30) day notification time frame. Failure to advise the district's Benefits Coordinator of such event within the mandated time period may result in your becoming ineligible for Continuation Coverage through COBRA.

After a covered employee is terminated, or experiences a reduction in hours of employment which results in the loss of coverage, or is placed on an unpaid leave of absence, or the district's Benefits Coordinator is notified of a divorce, legal separation, or a child losing dependent status, the district will notify the Qualified Beneficiaries of their right to elect Continuation Coverage.

Qualified Beneficiaries have sixty (60) days from the date there is a loss of coverage by reason of a qualifying event, or sixty (60) days from the date of notice from the district, whichever is later, to inform the district that Continuation Coverage is desired. During the sixty (60) day election period coverage under the Plan will be suspended.

In considering whether to elect continuation coverage, you should consider that a failure to continue your group health coverage will affect your future rights under federal law. You may lose the right to avoid having pre-existing condition exclusions applied to you by other group health plans if you have more than a 63-

day gap in health coverage. You may lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not elect continuation coverage for the maximum time available to you. You should also consider that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event. You will also have the same special enrollment right at the end of Continuation Coverage if you get Continuation Coverage for the maximum time available to you.

If Continuation Coverage is chosen, the District is required to provide coverage to Qualified Beneficiaries on a self-pay basis which, as of the time coverage is being provided, is the same coverage provided to similarly situated non-COBRA beneficiaries. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to disability, 150 percent) of the cost of the group health plan including both employer and employee contributions.

When a Qualified Beneficiary becomes incapacitated during or prior to a period of time in which the Qualified Beneficiary must take an action, such as the 60-day election period, the affected period of time is suspended until the persons no longer incapacitated, has a legal guardian appointed, or has an executor of the estate appointed (in the event the Qualified Beneficiary dies before becoming no longer incapacitated).

If coverage is lost due to a relocation of the Qualified Beneficiary and the plan option that is provided by the district is not available in the service area in which the Qualified Beneficiary is relocating, and if the district offers a plan option

that is available in the new service area the Qualified Beneficiary is entitled to elect that plan option. However, the district is not required to make coverage available to the relocating Qualified Beneficiary if the only coverage available to active employees is not available in that service area.

### **Continuation Coverage Time Frames**

The law requires that Qualified Beneficiaries be given the opportunity to maintain Continuation Coverage for eighteen (18) months for the following qualifying events: a reduction in the employee's hours of employment which results in a loss of coverage; a termination of the employee's employment; or commencement of an unpaid leave of absence for the employee which results in a loss of coverage.

The Continuation Coverage period may be extended for a total of thirty-six (36) months for the following qualifying events: the death of the employee; divorce or legal separation which results in a loss of coverage; or a dependent child ceases to be a qualified dependent child for Plan coverage purposes.

The Uniformed Services Employment and Reemployment Act (USERA) allows for twenty-four (24) months of Continuation Coverage for Qualified Beneficiaries entering the United States Armed Forces.

### **Secondary Qualifying Events**

The eighteen (18) month period may be extended to thirty-six (36) months for a spouse and qualified dependents if a second qualifying event such as divorce, legal separation, death, or loss of dependent child status occurs during the initial eighteen (18) month period. The district must be notified, in writing, of a second qualifying event within 60 days of the date of the second event. Written notice must be sent by mail or hand delivery to the Plan Administrator.

The initial 18-month period may also be extended to 29 months for any Qualified

Beneficiary if any one of the Qualified Beneficiaries affected by the termination of employment or reduction in hours is determined to have been disabled at any time (within the meaning of Title II or XVI of the Social Security Act) during the first 60 days of Continuation Coverage. Notice of a disability must be provided to the Plan Administrator in writing, signed by the employee or family member or representative acting on their behalf, within 60 days after the latest of: the date of the Social Security Administration's determination, along with a copy of the determination letter from Social Security Administration; the date on which the qualifying event occurs; the date on which the Qualified Beneficiary loses (or would lose) coverage as a result of the qualifying event; or the date on which the Qualified Beneficiary is informed of the obligation to provide the disability notice to the district, at the address above, within 60 days of a determination of disability by the Social Security Administration, and before the end of the initial 18 month period.

In addition, the Plan Administrator must be notified in writing within 30 days of any final determination that the individual is no longer disabled.

NOTE: No qualifying event can give rise to a maximum coverage period that ends more than thirty-six (36) months after the date of the first qualifying event.

#### **Payment of Continuation Coverage Premiums**

Once Continuation Coverage has been elected the payment of the retroactive premium is due no later than forty-five (45) days from the date of election. Continuation Coverage enrollment will not take place until payment has been received. There is no grace period attached to the retroactive premium payment. All remaining monthly premiums are due by the first of the coverage month. There is a thirty (30) day grace period attached to each remaining monthly premium.

#### **Cancellation of Continuation Coverage**

Continuation Coverage will be discontinued before the end of the maximum period for any of the following reasons: the applicable premium is not paid on time; the Qualified Beneficiary first becomes covered under another group health plan, after election of Continuation Coverage (as an employee or otherwise), which does not contain an exclusion or limitation as to any pre-existing condition or which does contain an exclusion or limitation as to a pre-existing condition, which does not apply or is satisfied by the qualified beneficiary; the Qualified Beneficiary becomes entitled to Medicare (after the date of election); the employer no longer provides any group health plan coverage to any of its employees; or the Qualified Beneficiary's coverage was extended for up to 29 months due to disability and there has been a final determination by Social Security that the Qualified Beneficiary whose disability permitted the extension to 29 months is no longer disabled. In that case, Continuation Coverage will end on the first day of the month that begins more than 30 days after the date of the final determination that the individual is no longer disabled. However, if there is a final determination that the individual whose disability permitted the extension to 29 months is no longer disabled, subject to the provisions in federal law with respect to terminating Continuation Coverage before the end of the maximum period, the Continuation Coverage period will be 18 months from the date of the qualifying event which caused the loss of coverage.

At the end of the applicable Continuation Coverage period, you may be eligible to enroll in an individual conversion health plan, if available. Self-funded plans are not eligible for conversion at the end of the continuation coverage period.

#### **Health Insurance Marketplace**

There may be other coverage options for you and your family. You will be able to buy

coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. For more information on health insurance options available through a Health Insurance Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov). Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

Please remember, it is your responsibility to keep the District informed of any changes in your address, and/or the addresses of family members. You should also keep a copy, for your record, of any notices you send to the district.

If you have any questions about COBRA Continuation Coverage, please contact the Plan Administrator at:

West Bloomfield School District  
Employee Benefits Coordinator  
5810 Commerce Road  
West Bloomfield MI 48324  
Phone: 248-865-6429

Or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (ESBA). Addresses and phone numbers of the Regional and District EBSA offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **EMPLOYEE REIMBURSEMENT ACCOUNTS**

Enrollment in an Employee Reimbursement Account offers employees an opportunity to set

aside a portion of their paycheck to help pay for dependent care expenses and/or uninsured medical expenses with pre-tax dollars. The following options are available to you through payroll deduction:

- Dependent Care Expense Reimbursement Plan
- Uninsured Health Care Expense Reimbursement Plan

An employee wishing to enroll in either of these plans must complete the Cafeteria Plan Election Form B available from the Employee Benefits Coordinator. Enrollment in a Reimbursement Account is limited to the Annual Open Enrollment Period or during a Qualifying Event Period. The Annual Open Enrollment Period is during the first two weeks of November of each year, with an effective date of January 1. A Qualifying Event Period takes place due to a "status change" as defined by the IRS Cafeteria Plan, Section 125 code. In this case you have thirty (30) days from the date of the actual Qualifying Event to enroll in a Reimbursement Account.

Qualifying "status changes" for benefits provided under this plan are subject to approval of the employer and include a change in marital status (marriage or divorce), birth or adoption, death of a spouse or dependent, termination of your spouse's employment, switching from full-time to part-time and vice versa by an employee or an employee's spouse, or return from a leave of absence. You must notify the Employee Benefits Coordinator within thirty (30) days of a "status change" in order to be eligible to enroll in a Reimbursement Account.

West Bloomfield School District has contracted with Employee Benefit Concepts, Inc. (Consolidated Financial Corporation) to administer the Reimbursement Accounts. Representatives are available to answer any questions that you may have either prior to, or during, enrollment. If you have any questions,

or need additional information, you may call 248-855-8040 for assistance.

Employee Benefit Concepts, Inc.  
P.O. Box 2365  
Farmington Hills, MI 48333  
Phone: 248-855-8040, ext. 3036  
Fax: 248-855-2454

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: incapacity due to pregnancy, prenatal medical care or child birth; to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job. Eligible employees 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 use their 12-week leave entitlement to address certain qualifying exigencies. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

Employees are eligible if they have worked for the District for at least one year, for 1,250 hours over the previous 12 months. The twelve 12-month period for determining hours worked and use of leave is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member). For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

When planning medical treatment, the staff member must consult with the Office of Talent Development and Management and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider. The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave. The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition.

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, the paid leave, and FMLA/Service Member Family leave to which the staff member is entitled will run concurrently.

The District may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child. A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition. The taking of such leave results in the total reduction of the 12 weeks only by the amount of leave actually

taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one-hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken. If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the District may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment, or transfer temporarily to an available alternative position offered by the District for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The staff member will be notified when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten business days. In the case of intermittent or reduced-leave schedule leave, only one such notice is required unless the circumstances regarding the leave have changed. If the District does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent or designee may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent or designee learns that a paid leave is for an FMLA leave-qualifying reason, the staff member will

be notified that the paid leave will count toward the staff member's 12-week FMLA-leave entitlement.

In cases in which the District employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition, the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member using the U.S. Department of Labor forms available from the Office of Talent Development and Management.

The staff member may either submit the completed medical certification to the Office of Talent Development and Management, or direct the healthcare provider to transfer the completed medical certification directly to the Office of Talent Development and Management, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization. In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least 30 days' notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Office of Talent Development and Management within fifteen calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

The District reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final.

A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Office of Talent Development and Management with a statement from his/her healthcare provider that s/he is able to resume work. Upon return from any FMLA leave, the District will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the District shall maintain the staff member's current coverage under the group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent or designee to minimize disruption to the students' program. Special rules under the FMLA may apply for instructional staff.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or

for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly. See [Board of Education Policy 1630.01](#), [Board of Education Policy 3430.01](#), and [Board of Education Policy 4430.01](#).

## RETIREMENT

As a member of the Michigan Public School Employees Retirement System (MPSERS), you can look forward to someday qualifying for a pension yourself and enjoying protection for your loved ones as you move through your career. With trends toward retiring earlier and living longer, most likely you will be spending a significant portion of your lifetime in retirement. The earlier you begin your personal retirement planning, the more rewarding and financially secure your later years will be.

The Office of Retirement Services (ORS) is located in Lansing at the State Secondary Complex, General Office Building - 3rd Floor, Lansing Road, South of I-69 at Canal Road, Phone: 800-381-5111. The ORS staff will respond to your questions or set up an appointment to visit with you at one of their offices.

The Michigan Public School Employees Retirement System is a statewide retirement plan. All full-time, part-time, teaching and non-teaching public school employees, including

short term and interim employees, are members, except for a few specific groups exempt by law. If you work for several different MPSERS schools during your career you remain covered by the same retirement system and your years of service, whether a full year or partial year, are cumulative.

The retirement law is under continuous review, and the Legislature has established an impressive record for improving benefits while maintaining the financial soundness of the plan. Benefits are safeguarded by the State of Michigan Constitution (Article IX, Section 24).

If you first worked for a Michigan public school on or after February 1, 2018, you will need to choose the retirement plan that fits your needs. You will be given resources from ORS to help you make your decision. You will need to choose a plan within 75 days of your first payroll end date. If you make no election you'll become a participant in the DC Plan. You can learn more about the plans available to you at [www.PickMiPlan.org](http://www.PickMiPlan.org) and talk about your plan options with the people in your life affected by your decision. Elect your retirement plan anytime within the 75-day window by logging into miAccount at [www.michigan.gov/ors](http://www.michigan.gov/ors). You will need your Member ID to register.

Each new employee must complete a Member Enrollment Form, R226C. This form is used to designate your beneficiary. The beneficiary you designate will receive a refund of your contributions and interest if death should occur while still working and there is no one eligible to receive a survivor's pension. It is important that you keep your beneficiary designation up to date. The annual Member's Statement of Account indicates your current beneficiary designation.

## **TAX-SHELTERED ANNUITY PROGRAMS**

West Bloomfield School District makes available to its employees the opportunity to deposit a

portion of your paycheck into a 403(b) and/or a 457 plan with pre-tax dollars. On January 1, 2009, the District contracted with the OMNI Group to administer our Tax-Sheltered Annuity Program and to make sure that the District is compliant with the new IRS rules and regulations governing tax shelter annuity plans that went into effect January 1, 2009.

The purpose in extending this agreement to you is to provide you with an opportunity to benefit from the provisions of the Internal Revenue Code that govern TSA Plans and allow you to save for the future. The District makes no recommendation as to whether you should participate in this or any other TSA plan. The District does not warrant any particular tax consequences, and all computations in connection with the determination of the amount of the salary reduction hereby authorized are the sole responsibility of you, the employee. Further, West Bloomfield School District does not endorse TSA vendors, agents or the investments they offer.

You may enroll in the 403(b) plan using only one TSA vendor. You may also enroll in the 457 plan using only one TSA vendor. The TSA vendor may be the same for both plans or you may choose to utilize two different vendors. Your total deduction may not exceed your net pay. You must allow for any and all other deductions from your paycheck that you are responsible for, such as insurance premium deductions, purchase of retirement years through MPSERS, voluntary and involuntary deductions to any other source, before the deduction can be made for a 403(b) and/or 457 plan.

To enroll in West Bloomfield School District's 403(b) and/or the 457 plans go to [www.omni403b.com](http://www.omni403b.com).

## MILITARY LEAVE

The Board of Education provides military leave, reemployment, and other rights as established by the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law. To qualify:

- the employee (or an appropriate officer in the uniformed service in which the employee's military service is performed) gave advance written or verbal notice of his/her military duty unless excused;
- the cumulative length of all periods of military service with the employer do not exceed five (5) years, except as provided under State statute;
- the employee timely reports to work after the period of military service ends;
- the employee has not separated from service with a disqualifying or other than honorable conditions.

The Superintendent shall post notices of employees' right under USERRA at conspicuous locations within the District.

Employees may contact the U.S. Department of Labor or the Michigan Department of Military and Veteran's Affairs to obtain more information regarding their rights under these statutes.

This policy is intended to comply with and explain the service person's rights under USERRA and State law. To the extent there is any conflict, the USERRA, State law and their regulations prevail.

## SCHEDULING OF VACATION DAYS

Employees eligible for the benefit of paid vacation time will find specific provisions regarding vacation days outlined in their collective bargaining agreement or their individual employment contract. In addition to those provisions, employees assigned to school buildings and instructional programs with students are strongly encouraged to use vacation time when school is not in session, such as during regular school breaks and the summer recess. Vacation days shall be taken at a time agreeable to the district and supervisor, and employees should be aware of particularly busy times in their school or program. Use of vacation time is discouraged during periods including, but not limited to, the beginning and end of the school year, the state assessment window, student enrollment periods, or other critical times identified by the district or supervisor. Reporting the use of vacation days shall be pursuant to the district's absence management and reporting system.

## SECTION 6: LEGAL NOTICES AND EMPLOYEE PROTECTIONS

### TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA)

Title II of the ADA applies to State and local government entities, and, in subtitle A, protects qualified individuals from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments regardless of whether these entities receive Federal financial assistance.

### TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance. Title VII of the Civil Rights Act of 1964 prohibits discrimination in employment on the basis of race, sex, national origin and religion.

### TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972

Title IX protects student, employees, applicants for admission and employment, and other persons from all forms of sex discrimination, including discrimination based on sexual orientation, gender identity, failure to conform to stereotypical notions of masculinity or femininity, sexual harassment, or sex violence. All persons at WBSD are protected by Title IX regardless of their sex, sexual orientation, gender identity, part- or full-time status, disability, race, or national origin in all aspects of a recipient's educational programs and activities.

### SECTION 504 OF THE REHABILITATION ACT OF 1973

Individuals with a disability, as defined in Section 504 of the Rehabilitation Act of 1972 shall not, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The law requires that the District provide a reasonable accommodation to a qualified employee with a disability so that the employee may perform the essential functions of a job, or may enjoy the benefits and privileges of employment equal to those enjoyed by employees without disabilities, unless doing so would cause significant difficulty or expense ("undue hardship") for the District. An employee with a disability who believes that a job accommodation is necessary must notify the Office of Talent Development and Management in writing of the requested accommodation.

A person who believes that he/she has been discriminated against on the basis of disability may file a complaint through the District's grievance procedure. A complaint may also be filed with:

Office for Civil Rights (OCR)  
U.S. Department of Education  
600 Superior Ave. East, Suite 750  
Cleveland, OH 44114

### AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1975

The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.