



# **Bloomfield Hills Schools Employee Handbook**

**2020/21 School Year**

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**We're Glad You're Here**

**Section 1.0**

Dear Colleague:

Welcome to Bloomfield Hills Schools. We are happy to have you as a member of our team, and we are confident that you will find your employment here both challenging and rewarding.

Our goal is to provide our students and community with high quality educational services in a friendly and professional environment. This requires that each of us cooperate with our colleagues and perform our duties in a positive and professional manner.

This handbook has been prepared to help answer new and current employees' questions. The handbook contains many Board of Education and administrative policies, regulations and procedures that are important to the operation of the school district. The compilation of written policies and regulations are contained in the Bloomfield Hills Schools Policy Manual, which is available for review by accessing the Bloomfield Hills Schools website, under Board of Education Policies. Please note that policies, regulations and procedures may be amended by the Board of Education and/or administration from time to time; you may receive updated information concerning changes in policy, regulation and procedure. The Employee Handbook along with updates, can be found on the local web under Human Resources.

Please feel free to ask your building principal, supervisor or a member of the Human Resources Department if you have specific questions that are not addressed in this handbook. We want your employment with Bloomfield Hills Schools to be as pleasant as possible, and we welcome your ideas and suggestions.

Sincerely,

Pat Watson  
Superintendent

**Board and Central Administration 2018/19**

Paul Kolin.....President  
Cynthia von Oeyen .....Vice President  
Lisa Efros.....Secretary  
Howard Baron

.....Treasurer  
Mark Bank .....Trustee  
Jennifer Cook.....Trustee  
Jacqueline El-Sayed, PhD.....Trustee

Pat Watson.....Superintendent  
Kelly Bohl ..... Assistant Superintendent for Human Resources & Labor Relations  
Todd Bidlack ..... Assistant Superintendent for Learning Services  
Tina Kostiuk .....Assistant Superintendent for Finance & Operation

**Administrative Services Office**

Bloomfield Hills Schools  
Booth Center  
7273 Wing Lake Road  
Bloomfield Hills, Michigan 48301  
Phone: 248.341.5400  
Fax: 248.341.5449

### **Regular Meetings**

Meetings are held monthly at the Gary M. Doyle Center for Professional Development, 7273 Wing Lake Road. A schedule of meetings is available online at [www.bloomfield.org/about-us/board-of-education](http://www.bloomfield.org/about-us/board-of-education). Community residents and staff members are always encouraged to attend and participate at Board meetings.

Board meeting agendas and minutes are available on the district website under Board of Education. Public Notice of meetings are posted at the Booth Center and at the location of the actual meeting, at least 18 hours before a Board meeting.

### **How to Participate**

If you wish to address the Board during its public meeting, you may do so during the Public Comment section of the agenda. Request cards are available at the meeting and must be completed in order to be included in Public Comment.

### **How to Write the Board**

Letters from community residents and staff members may be addressed to the Board of Education and mailed to the Administrative Services Office at: Booth Center, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301. Letters may be addressed individually or collectively, and they will be distributed to Board members.

### **Board of Education Elections**

Board members are elected at school election held on the first Tuesday after the first Monday in November. Trustees are elected to four year terms on a rotation basis. Board members serve without compensation.

To qualify to run for the Board of Education, you must be a citizen of the United States, a resident of the school district and the state of Michigan for at least 30 days preceding the election, and a registered voter.

**Complete information on Board candidacy requirements and petitions can be obtained from the Oakland County Director of Elections (Oakland County Clerk's Office, 1200 North Telegraph, Pontiac, Michigan 48341).**



**Bloomfield Hills Schools  
Mission Statement**

To enable learners to become architects of their futures, building on a foundation of scholarship, citizenship, service, and integrity.

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**GOAL 1:**

**BHS will provide an educational experience where all learners are empowered to reach their unique potential reflecting the BHS “Portrait of Learner”.**

BHS will adopt measurable best practices in:

- 1. Providing experiential, student-centered learning, emphasizing a high level of effective research and inquiry throughout the curriculum.
- 2. Optimizing our use of time to best support the learning needs of students and staff.
- 3. Implementing multiple ways for students to show evidence of learning.
- 4. Providing all students a rigorous curriculum aligned to standards for every subject.
- 5. Ensuring ongoing opportunities for student choice and voice across all disciplines.
- 6. Ensuring that students of all abilities are offered the consistent and coherent support needed to reach their potential (MTSS, 504, IEP, etc.)
- 7. Educating the whole child and intentionally planning for the social/emotional well-being of all students.

**GOAL 2:**

**BHS will maximize and equitably allocate resources to achieve District goals.**

- Ensure safe and secure facilities.
- Support students’ learning and engagement with state of the art facilities, technology and materials.
- Expand availability and community use of district facilities.
- Develop multiple revenue streams and cost sharing opportunities.
- Support the continued growth of the Bloomfield Hills Schools Foundation.

- Establish a review process to assess how programs affect students in order to allocate resources equitably to cover the full range of student needs and abilities.
- Create a broad-based collaborative of stakeholders to attract and retain families with school age children to Bloomfield Hills Schools.

### **GOAL 3:**

**BHS will continue to attract, retain, and develop a high quality workforce that supports every student through:**

- A collaborative culture of trust, engagement, and growth.
- The strength of diverse voices and multiple perspectives.
- The engagement and empowerment of every employee.

### **GOAL 4:**

**BHS provides all community members with information to be engaged and empowered.**

- Provide clear, consistent, and comprehensive communication.
- Create, sustain, and grow relationships and partnerships.
- Use a variety of tools and activities to provide open and accessible communications.

Terms and conditions of employment are contained in an employee's individual contract, applicable collective bargaining agreement (CBA) or conditions of employment. Unless provided otherwise in the contract, CBA or conditions of employment, Bloomfield Hills Schools has an "at-will" relationship with its employees. An employee is free to terminate his or her employment with Bloomfield Hills Schools with or without cause and with or without notice. Likewise, Bloomfield Hills Schools retains a similar right to terminate the employment of any employee with or without cause and with or without notice.

Area code for phone numbers is (248)

### Elementary Schools

**Conant Elementary**  
4100 West Quarton Road  
Bloomfield Hills, MI 48302  
**341-7000**  
Nicholas Russo, Principal

**Eastover Elementary**  
1101 Westview Road  
Bloomfield Hills, MI 48304  
**341-7100**  
Carey Crocker, Principal

**Lone Pine Elementary**  
3100 Lone Pine Road  
West Bloomfield, MI 48323  
**341-7300**  
Mary Hillberry PhD., Principal

### Middle Schools

**Bloomfield Hills Middle School**  
4200 West Quarton Road  
Bloomfield Hills, MI 48302  
**341-6000**  
Randy English, Principal

**East Hills Middle School**  
2800 Kensington Road  
Bloomfield Hills, MI 48304  
**341-6200**  
Jason Rubel, Principal

### High Schools

**Bloomfield Hills High School  
& Model Center**  
4200 Andover Road  
Bloomfield Hills, MI 48302  
**341-5600**  
Charlie Hollerith, Principal

**Bowers Academy**  
1219 E. Square Lake Road  
Bloomfield Hills, MI 48304  
**341-5985**  
Dr. Aileen Myers, Principal

**Way Elementary**  
765 West Long Lake Road  
Bloomfield Hills, MI 48302  
**341-7800**  
Adam Scher, Principal

**Wing Lake Developmental Center**  
6490 Wing Lake Road  
Bloomfield Hills, MI 48304  
**341-7900**  
Rebecca Anders, Supervisor

**West Hills Middle School**  
2601 Lone Pine Road  
West Bloomfield, MI 48323  
**341-6100**  
Rob Dureka, Principal

**International Academy**  
1020 E. Square Lake Road  
Bloomfield Hills, MI 48302  
**341-7900**  
Lynne Gibson, Principal

## School Calendars

## Section 1.5 (A)

### BLOOMFIELD HILLS SCHOOLS 2020-2021 CALENDAR FOR K-12 PROGRAMMING

	<sup>1</sup> Instructional Day	Teacher Work Day	DPPD Hours
<b><u>August 2020</u></b>			
Thursday – Friday, August 27 & 28 – New Teacher/New Staff Orientation			
Monday, August 31 – Welcome Back Day (DPPD)		1	6
<b><u>September 2020</u></b>	16	19	3
Tuesday, September 1 – Teacher Work Day			
Wednesday, September 2 – Half Day DPPD/Half Teacher Work Day			
Thursday, September 3 – Teacher Work Day			
Friday, September 4 – Teachers do not report			
Tuesday, September 8 – First Day of School for Students			
<ul style="list-style-type: none"> <li>• K-8 half day am, team planning pm</li> <li>• 9-12 full day of instruction</li> </ul>			
Monday, September 28 – No School			
<b><u>October 2020</u></b>	22	22	3
Monday, October 12 – Half Day K-12 am			
<ul style="list-style-type: none"> <li>• Elementary team planning/secondary support of building needs pm</li> </ul>			
Friday, October 30 – Half Day K-12 am/DPPD			
<b><u>November 2020</u></b>	17	18.5	6
Tuesday, November 3 – No School K-12/DPPD			
Tuesday, November 24 – Half Day K-12			
Wednesday, November 25 – No School K-12 (PT Comp Day)			
Thursday – Friday, November 26-27 – No School K-12			
<b><u>December 2020</u></b>	14	14	0
Monday, December 21 – Friday, January 1, 2021 – No School (Winter Recess)			
<b><u>January 2021</u></b>	19	19	0
Monday, January 4 – Classes Resume from Winter Recess			
Monday, January 18 – No School K-12			
Friday, January 29 – Half Day K-12 am – Teacher Records pm			
<b><u>February 2021</u></b>	19	19	5
Monday, February 1 – 2 <sup>nd</sup> Semester Begins			
Thursday, February 4 – Afterschool DPPD (2 Hours)			
Friday, February 12 – Half Day K-12 am – DPPD			
Monday, February 15 – No School K-12			
<b><u>March 2021</u></b>	20	20	2
Monday, March 1 – Half Day K-12 am			
<ul style="list-style-type: none"> <li>• Elementary Team Planning/Secondary Support of Building/District Needs pm</li> </ul>			
Thursday, March 4 – Afterschool DPPD (2 Hours)			
Friday, March 26 – Half Day K-12 am (PT Comp Time)			

<sup>1</sup> Wing Lake does not usually follow the K-12 professional development schedule.

## School Calendar

## Section 1.5 (A)

Monday, March 29 – Friday, April 2 – No School K-12 (Spring Recess)

### April 2021

<sup>2</sup>20 20 0

Monday, April 5 – Classes Resume from Spring Recess

Tuesday, April 13 – PSAT/SAT Testing for Grades 8, 9 & 11

- Grades K-7, 10 & 12 Do Not Report
- Elementary team planning (am) and spring conferences (pm)

### <sup>3</sup>May 2021

19 19.5 5

Thursday, May 6 - Afterschool DPPD (2 Hours)

Friday, May 7 – Half Day K-12 am

Thursday, May 13 – No School K-12

Friday, May 28 – Half Day K-12 am (DPPD – OYO)

Monday, May 31 – No School K-12

### June 2021

14 15 0

Friday, June 18 – Last day of school K-12 (Half day, am only)

Monday, June 21 – Last day for K-12 Staff/Records Day

Six (6) hours DPPD – OYO and CPH (See Note)

1

Six (6) hours DPPD scheduled after school (See Note)

1

Total Days in Session 180 189 30

### Note:

- DPPD – District Provided Professional Development and is separate from the professional development referenced in Article 13(P) of the Contract.
- 9 hours of self-selected professional development include On Your Own (OYO) which may include required GCN Training Modules and/or approved Community Participation Hours (CPH) shall be completed by teachers by June 1, 2021.
- 6 hours of DPPD will occur after school in two-hour increments on February 4, 2021, March 4, 2021 and May 6, 2021.
- Records Full or Half Day: Teachers do not need to report unless records are not complete.

<sup>4</sup>Instructional Hours & Minutes is provided for informational purposes and is subject to updating by the Supervisor of Student Services.

Elementary Half Day	3 hours	15 minutes
Elementary Full Day	6 hours	20 minutes
Middle School Half Day	3 hours	24 minutes
Middle School Full Day	6 hours	20 minutes
High School Half Day	3 hours	35 minutes (except exam days)
High School Full Day	6 hours	35 minutes (even & odd day -block schedule)

<sup>2</sup> Only Grades 8, 9 & 11 have 20 instructional days due to PSAT/State Testing. All other grades have 179 instructional days.

<sup>3</sup> Dates for MYP Personal Project Adjudication, DP Testing, & State Testing at High School To Be Determined.

<sup>4</sup> Does not include lunch, but does include passing time where applicable

# School Calendar

# Section 1.5 (A)

<u>Wing Lake Developmental Center</u> <u>2020-2021 Calendar</u>		
Wing Lake School Hours: 8:45 a.m. to 2:35 p.m. (5.83 hrs/day=29.15 hrs/week)		
	<u>Students</u>	<u>Teacher</u>
<u>July 2020</u>	11	12
Monday, July 13 - Teacher/IA Work Day		
Tuesday, July 14 - First Day of School for Students		
Friday, July 17 - NO SCHOOL for Students and Staff		
Friday, July 24 - NO SCHOOL for Students and Staff		
Friday, July 31 - NO SCHOOL for Students and Staff		
<u>August 2020</u>	12	13
Friday, August 7 - NO SCHOOL for Students and Staff		
Friday, August 14 - NO SCHOOL for Students and Staff		
Friday, August 21 - NO SCHOOL for Students and Staff		
Monday, August 24 - Friday, August 28 - NO SCHOOL - Summer Break		
Monday, August 31 - NO SCHOOL for Students/Staff Only (PD)		
<u>September 2020</u>	16	19
Tuesday, September 1 - Thursday, September 3 - NO SCHOOL for Students/Staff Only PD		
Friday, September 4 - NO SCHOOL for Students and Staff		
Monday, September 7 - NO SCHOOL - Labor Day		
Tuesday, September 8 - School Resumes		
Wednesday, September 16 - Field Day		
Thursday, September 17 - PTO Meeting		
Monday, September 28 - NO SCHOOL for Students and Staff		
<u>October 2020</u>	22	22
Thursday, October 29 - Curriculum Night		
Friday, October 30 - Fall Fest		
<u>November 2020</u>	17	18
Tuesday, November 3 - NO SCHOOL for Students/Staff Only PD		
Thursday, November 12 - PTO Meeting		
Wednesday, November 25 - Friday, November 27 - NO SCHOOL - Thanksgiving		
<u>December 2020</u>	14	14
Thursday, December 10 - PTO Meeting		
Friday, December 18 - Half Day for Students (AM Only)/Staff PD		
Monday, December 21 - Tuesday, December 31 - NO SCHOOL - Winter Break		
<u>January 2021</u>	19	19
Friday, January 1 - NO SCHOOL for Students and Staff		
Monday, January 4 - School Resumes		
Monday, January 18 - NO SCHOOL for Students and Staff		
Thursday, January 21 - PTO Meeting		
<u>February 2021</u>	15	15
Thursday, February 4 - Afterschool PD IA's, Teachers & Support Staff		
Monday, February 15 - Friday, February 19 - NO SCHOOL - Mid-Winter Break		
Wednesday, February 24 - PTO Meeting		
<u>March 2021</u>	20	20
Thursday, March 4 - Afterschool PD IA's, Teachers & Support Staff		
Thursday, March 18 - PTO Meeting		
Monday, March 29 - Wednesday, March 31 - NO SCHOOL - Spring Break		
<u>April 2021</u>	20	20
Thursday, April 1 - Friday, April 2 - NO SCHOOL - Spring Break		
Thursday, April 22 - PTO Meeting		
<u>May 2021</u>	18	18
Thursday, May 6 - Afterschool PD IA's, Teachers & Support Staff		
Friday, May 7 - Prom		
Thursday, May 13 - NO SCHOOL for students and Staff		
Thursday, May 20 - PTO Meeting		
Friday, May 28 - NO SCHOOL - Memorial Day Break		
Monday, May 31 - NO SCHOOL - Memorial Day Break		

## **Finance and Operations**

## **Section 1.6**

District Finance and Operations is located in the Administrative Services Offices at Booth Center. Finance and Operations responsibilities include budgeting, financial reporting and analysis, cash management, purchasing, vendor payments, invoicing, general insurance activities, grants, and accounting as well as oversight of Physical Plant Services, Food Services, Charles L. Bowers Farm and E.L. Johnson Nature Center.

The Finance Team manages the district's budget and budget process, including long-term forecasting. The budget development process for each school year utilizes the Superintendent's Cabinet as the core working group and also involves a series of dialogues with building principals, other administrators, and the Board of Education. Teachers and other building level staff are encouraged to participate in the budget process via input through the building principal. A budget is presented for adoption by the Board by June 30 for the next school year. The Board approved budget is included on the District's website and in the Comprehensive Annual Financial Report.

All internal and external financial statements are prepared by the Finance Team, including the audited Comprehensive Annual Financial Report. Financial analysis for schools and departments with fee-based programs is also provided, along with the analysis of certain district-wide services.

## **Information Services**

## **Section 1.7**

The Information Services Department is responsible for computer installation, maintenance and software support, network and server maintenance, telephone systems, voicemail, user account maintenance and Internet access.



The Human Resources Department is where you begin your career in Bloomfield Hills. It is also where you can receive assistance with any employee concern during and after your employment.

Staff in the department is responsible and able to assist you in the following areas:

Hiring all staff...instructional, administrative, support, and substitute

Processing payroll for over 1100 staff members every two weeks, deductions such as 403-B (Tax Sheltered Accounts), and credit union deductions are also processed

Employee benefits including health, dental, vision, life, disability, flexible spending accounts, and Health Savings accounts.

The substitute employee help desk is located in this department

Workers Compensation, Family and Medical Leave and other compensable and non-compensable absences

Employment contracts/agreements for all employee groups can be obtained online on the Bloomfield Hills Schools website under the Transparency Reporting link (State of Michigan in a circle) or by calling the Human Resources Department

A current brochure of services is available from Athletics, Recreation and Community Services. The brochure is published quarterly: summer, winter, spring and fall. Programs are offered in a variety of areas. Programs offerings include fitness, sports, music, dance, theatre, academic, language, camps, special interest, woodworking, finance, arts and crafts, swimming/diving, and skiing/snowboarding. Refer to the brochure for a complete listing of current activities.

Recreation offers these services:

- Jobs for youths and adults
- Youth and adult community theaters
- Programs for preschool, youth, adults, seniors and adaptive
- Parties for special occasions at the Farm, Nature Center and Walnut Lake
- Special community events
- Variety of camps for all breaks, SCAMP and summer school

Athletics, Recreation and Community Services is sited at 7273 Wing Lake Road in Bloomfield Hills, Michigan 48301, just north of 14 Mile Road on the east side.

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**Preschool & Latchkey Programs****Section 1.10**

There are currently three preschool options in the District. **Bloomin' Preschool Fox Hills**, 1661 Hunters Ridge, offers a wide variety of options including the Infant and Toddler Program. This year round program was specially designed for children from the ages of six weeks to 2½ years. In addition to the Infant Program, **Bloomin' Preschool Fox Hills** offers full and part-time preschool options for children 2½ to five years. Children enrolled in this program must be 2½ by September 1 and potty trained for preschool classes. Hourly Child Care is available 12 months a year between the hours of 6:30 a.m. and 6 p.m. The Fox Hills site also houses Oakland County special education preschool programs for the deaf and hard of hearing, SEED and Early Intervention. **Bloomin' Preschool Fox Hills** also offers the Great Start Readiness Program which is a free, state funded, high quality program for four year olds.

**Bloomin' Preschool Conant**, 4100 W. Quarton, offers full and part-time preschool programs for children between the ages of 2½ and 5 years. **Bloomin' Preschool Conant** is attached to **Conant Elementary School**, which allows for interaction between the elementary and preschool children. The preschoolers also have access to the Conant Elementary media center and Fine Arts wing. Special classes in music, movement and Spanish, taught by enrichment teachers, are part of all programs. Children who enroll in this program must be potty trained and be 2½ by September 1. In addition to their regular preschool program, **Bloomin' Preschool Conant** also offers before and after care between the hours of 6:30 a.m. and 9:15 a.m. and 3:15 p.m. and 6 p.m.

The third early childhood facility in the district is **Bloomin' Preschool Lone Pine**, 3100 Lone Pine. The preschool programs for children ages 2 ½ to 5 years old are identical to **Bloomin' Preschool Conant**. Additionally, at our **Lone Pine** location, we offer an Infant/Toddler program for children ages 6 weeks to 2 ½ years.

The district offers morning and afternoon care at all of our elementary and middle schools. The elementary program is known as Latchkey, while our middle school program is called Kidz Zone. The **Latchkey and Kidz Zone** programs are designed to provide children with a safe, well-supervised environment when an adult is unable to be home. Activities include art projects, quiet study and reading areas, physical fitness games, and outdoor and indoor play. Our program is play-based and encourages a relaxed environment for the children who are in school all day. Morning **Latchkey** is available from 7 a.m. until the start of school at \$7.00 per scheduled visit. Afternoon care is available from dismissal until 6 p.m. also at \$7.00 per scheduled visit. Our morning **Kidz Zone** program also runs from 7 a.m. until the start of school and the cost is \$6.00 per scheduled visit and afternoon care is available from dismissal until 6 p.m. with a cost of \$8.00 per scheduled visit. The **Latchkey/Kidz Zone** program also offers a drop-in service at a slightly higher rate. A debit visit card is \$45.00 for five visits, good for morning or afternoon visits.

**Latchkey/Kidz Zone** is not available when Bloomfield Hills Schools are closed for holidays and/or teacher workdays; however, special **Latchkey/Kidz Zone Activities Days** are offered every half-day of school. Additionally, snow day passes can be purchased in the event of inclement weather.

**Latchkey/Kidz Zone** registration office is located at **Bloomin' Preschool Fox Hills**, (248) 341-7950. Registration for the **Latchkey/Kidz Zone** program must be completed prior to beginning the program.

***ALL BLOOMFIELD HILLS SCHOOL DISTRICT EMPLOYEES RECEIVE A FIFTEEN PERCENT (15%) DISCOUNT ON ALL INFANT/TODDLER, PRESCHOOL AND LATCHKEY/KIDZ ZONE PROGRAMS.***

## **Gary M. Doyle Center for Professional Development**

## **Section 1.11**

Opportunities that encourage continuous professional and personal growth are sponsored through the Gary M. Doyle Center for Professional Development. Call the Doyle Center with questions about conference attendance, workshops, topic-specific presentations, meeting room availability, and committee involvement. The Doyle Center is at 7273 Wing Lake Road between 14 Mile Road and West Maple.

The Doyle Center is the official meeting place for the Board of Education. Meetings are primarily held on Thursday evenings. Refer to the Board Meeting Schedule for specific dates, found at [www.bloomfield.org](http://www.bloomfield.org).

The Doyle Center hosts workshops, speakers, and university-accredited courses. It also provides meeting space for committees, instructional support, and the PTO Council.

The annual New Staff Orientation program, held at the Doyle Center, prepares all new employees for the beginning of their career in the district.

Staff members may make suggestions for additional professional growth programs.

## **Learning Services**

## **Section 1.12**

The office of Learning Services focuses on supporting exemplary education opportunities in the district. The Learning Services team is responsible for the planning, development, and implementation of pre-K through grade 12 curriculum, assessment, instruction, professional development, and related activities.

The Bowers School Farm is an integral part of the K-12 instructional program. It provides authentic, place-based learning experiences. Offering field trips, camps, and public events throughout the year, visitors can explore agriculture hands-on, through interactive demonstrations. The farm is home to many unique activities including the Bowers Academy high school program, BHHS agriculture, food and natural resources program, and FFA high school leadership program. In partnership with MSU Extension, the latest research-based curriculum and experiential methodology inform the instructional design of school and community programs.

**History**

The original 56 acres of farmland were purchased in 1966 as a future school site. In early 1970, the Farm's potential as a distinctive learning environment was recognized, and the Bowers School Farm was founded. Diversified animal agriculture demonstrations vary in number from season to season, but the population usually includes dairy goats, sheep, horses, ponies, pigs, chickens, rabbits, llama, and cats. Products such as eggs and produce, from our one-acre learning garden are sold to local residents.

Buildings and equipment at the Farm range from antique to advanced, providing students an historic perspective of the development of farm technology from manpower to horsepower to diesel engines. An additional 40 acres were purchased in the mid 1970's from the state highway department. Much of this land had been used as a gravel pit during I-75 construction. The topsoil had been removed and a portion of this land is now used for grazing.

As a fully-working farm site, the livestock are part of a demonstration production system. They produce products (meat, eggs, milk) that are used for learning or may be consumed by humans. We raise the animals in accordance to the Bowers Farm Standard Operating Procedure. We highlight and value small-scale and sustainable management of livestock for human consumption which essentially means animals are allowed to pursue their biological needs; ruminants, like sheep and cattle, graze and live on pasture whenever possible and chickens have access to outdoor runs. Visitors are allowed to form their own opinions about food consumption and we strive to enable people to make informed choices about their food.

**Educational Programs**

Students from kindergarten through seventh grade visit the Farm annually. Focusing on the process of science, instructors enhance the classroom learning through activities and hands-on workshops. These experiences give students the opportunity to understand the interconnectedness between science, food and the natural world. Birmingham Public Schools along with many other neighboring school districts utilize the farm to build authentic connections between the real-world and classroom concepts.

**Hands-On Activities**

At the Farm, our young suburbanites may observe and participate in such rural activities as milking cows, churning butter, harvesting crops, spinning wool, feeding barnyard animals, preserving food

and making cheese. These experiences help students understand the source of food, the food production process and the importance of agriculture in their world. The students also enjoy going on wagon rides through the pastures to see the farm gardens and the animals grazing.

### **Garden Demonstrations**

The Oakland County Master Gardener Society, Inc. is the largest Master Gardener Society in the State of Michigan. Although MGSOC offers many opportunities for education and volunteering, the Bowers School Farm is their largest project. The Bowers School Farm gardens open in April. Work days are weather dependent, and usually late October is the time to close it down for a winter's rest. An orientation is hosted in March to discuss opportunities for becoming engaged. A team of approximately 60 volunteers design and maintain approximately 40 gardens of all types at the school dedicating over 1000 hours of volunteer time annually.

Community gardens are available for rent spring through fall. Approximately 79 garden plots offer gardeners a community space to grow fresh vegetables, fruit and flowers while enjoying the outdoors. All of the garden plots are approximately 25' X 25'. A committed team of gardeners operate the Bowers Community Garden Committee to help mentor new gardeners, set standards, and act as a liaison between the farm management and the group.

### **Partnerships**

Bowers School Farm is a proud partner of the Friends of Bowers Farm, Michigan State University Extension, the Bowers 4-H Club, the Bloomfield Historical Society, Preservation Bloomfield, and the Master Gardener Society of Oakland County, and the Southeast Michigan Beekeepers Association.

### **Community Resource**

Each year, some 35,000 members of the community are impacted by the School Farm. The farm hosts multiple academically themed summer camps ([www.experiencebowers.com](http://www.experiencebowers.com)) and many community events throughout the year including Winter Park, Fall Festival, and Spring Fling.

In addition, special guided tours and other educational programs are available for families, small groups and school classes from other districts. A nominal fee is charged. Visits may be scheduled by calling the Bowers Farm office at (248) 341-6475.

### **Rental Spaces**

The farm hosts private event rentals for corporate groups, showers, birthday parties, weddings, anniversary parties, and much more.

The Bowers School Farm is located at 1219 E. Square Lake Road, between Adams and Squirrel Roads. From I-75, take the Adams Road exit and turn west on Square Lake.

**Purpose**

In May 1970, when the Bloomfield Hills School District dedicated the E. L. Johnson Nature Center as a tribute to its retiring Superintendent, the facility was described as a *special outdoor learning area set aside to develop and encourage outdoor/environmental/ecological education and activities for the students and community*. That philosophy has not changed.

**Programs**

The Nature Center programs are an integral part of the total curriculum at all grade levels in the Bloomfield Hills School District. Elementary and middle school students, kindergarten through the seventh grade, visit the center on average twice a year for specific program themes:

Kindergarten: Homestead Living, Signs of Spring

First Grade: Nature's Preparation for Winter/One-room School, Cycles in Nature

Second Grade: Plant Ecology/Water World

Third Grade: Michigan History/Geology

Fourth Grade: Secrets of Survival/Bird Banding

Fifth Grade: Life Science Review/Animal Adaptations

Sixth Grade: The Changing Earth/River Ecology

Seventh Grade: Weather and Water

At the high school level, students may elect to take the semester course titled *Environmental Field Research*. Course work emphasizes research methodologies, including problem recognition, research design, data collection, data analysis and decision-making skills. The class meets at the Nature Center for two hours each day, and there are also several extended field trips during the semester.

**Community Use of the Nature Center**

The Nature Center is a community resource to be used by individuals, organized groups and families. While much of the emphasis is placed on the school programs, the community can make good use of the facility through open visitation hours and special community programs throughout the year.

Tours of the Nature Center and special presentations are available for organized groups upon request. A number of classes and activities are scheduled at the Nature Center throughout the year and are open to the public. These include family campfires, fishing days, bird banding demonstrations and pioneer living in the authentic log cabin.

Maple syrup making in March is one of the most popular community activities. Additional nature and ecology programs and events vary from season to season and are listed in the quarterly Recreation/Community Services Bulletin. The Nature Center trails are open from 8 a.m. until dusk, Monday through Friday and weekends, 9:00 am until 4:00 pm.

The Nature Center is located between Long Lake and Hickory Grove Roads, at 3325 Franklin Road, in Bloomfield Township.

The 32-acre site offers visitors a variety of visual experiences. The rolling terrain includes a wide diversity of trees and wildflowers. A visitor center, large classroom, authentic log cabin and outdoor amphitheater provide protected meeting areas for school and community groups.

## **Transportation**

## **Section 1.15**

All Bloomfield Hills students are eligible to ride the school buses, as long as they reside in the school boundary in which they attend and not in a walk area. There are no bus stops within a one-mile radius of school property. No student need walk more than a half-mile to a bus stop. Some pick-ups may be arranged for those students where no crossing guard is available to assist. Special education students receive transportation based on their IEP. Stop change request forms are available on the district website. Transportation is also provided for the following:

- Farm and Nature Center
- Athletic events
- Resident students attending St. Hugo School

School buses are available for classroom activities and field trips. Check with Transportation for available times. New bus routes and schedules are available in late August on the district website. In addition, bus assignments are available on your student MISTar page. The Transportation Department is located behind East Hills Middle School at 2780 Kensington Road, 248-341-6290.

## **Physical Plant Services**

## **Section 1.16**

The Physical Plant Services Department is responsible for the care and upkeep of all district buildings. This includes building and remodeling some of our facilities. Scheduling the use of our buildings for after school and evening activities is done through this office. The Physical Plant Services Department is located across the street from Bloomfield Hills High School at 4200 Andover Road.

## **PTO Council**

## **Section 1.17**

While each school Parent/Teacher Organization (PTO) serves the needs of its own school community, PTO Council provides coordinating and communicating services to the District as a



whole. PTO Council is a service organization comprised of representation from:

Each school PTO Board  
The Board of Education  
Central Administration  
Bloomfield Hills Education Association  
Bloomfield Hills Association for Special Education

PTO's are an integral part of the school community, working to enhance the experiences of students, staff and parents in a multitude of ways.

## **Bloomfield Youth Guidance**

## **Section 1.18**

Bloomfield Youth Assistance (BYA) is sponsored by Bloomfield Township, Bloomfield Hills School District and the Family Division of the Oakland County Circuit Court. Founded in 1967, BYA is a community-based, prevention program dedicated to strengthening and supporting the youth and families of Bloomfield Hills to reduce the incidence of delinquency, neglect and abuse.

### **Citizen Volunteers**

Bloomfield Youth Assistance Board of Directors is comprised of volunteers who live or work in the Bloomfield Hills area. Our committees are also powered by volunteers. BYA identifies the needs of our youth and families, cooperates with existing community youth programs and initiates additional supportive programs to improve the environment and welfare of our youth.

We are seeking volunteers! Essential to our vibrancy and success is our ability to respond to community needs. We identify issues that contribute to delinquency, abuse and neglect -- and then mobilize to locate existing community resources to address the challenge. And, if a resource doesn't exist, we develop programs and initiatives. We serve every child and family that lives in the Bloomfield Hills School District, regardless of where they attend school.

### **Programs**

BYA creates and implements programs such as parent and youth education, enrichment scholarships, a Mentors Plus Program and youth recognition awards.

### **Participation and Support**

BYA office operation, expense and staff are provided by Bloomfield Township, Bloomfield Hills Schools and the Oakland County Circuit Court-Family Division. Our preventive programs are supported by grants, donations and fundraising. All donations are tax deductible.

### **Counseling Services**

Bloomfield Youth Assistance offers professional, short-term, family-centered counseling and referral services to young people and their families who live in the Bloomfield Hills School District. Referrals are accepted from schools, police, neighbors and parents who have a concern about a child.

The Family Division's Intake Unit diverts cases when, in their judgement, Youth Assistance services are most appropriate.

### **Referrals**

Referrals for counseling may be made by any concerned person -- educator, police, parent or court official-- who is associated with or interested in a youth whose problems appear to require professional assistance. Personal and confidential assistance is provided to parents and youth. Participation is voluntary.

## **SCAMP**

## **Section 1.19**

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SCAMP is a five-week summer day camp program for exceptional children and adults with special needs. It is dedicated to giving each child a place to feel secure, gain self-confidence, acquire skills and expand experiences. The program began in 1967 and is operated by the Bloomfield Hills School District. SCAMP is funded through tuition and donations.

SCAMP begins in mid-June, following the close of school, and operates four days a week, serving children from approximately 30 different school districts in the Metro Detroit area. Participants are 3 through 26 years of age and have a variety of disabilities.

The goals of SCAMP are:

- To offer children recreational and enrichment opportunities that are not usually possible during the regular school year.
- To create a setting and atmosphere in which children can acquire or expand social skills and self-confidence.
- To promote the development of expressive and receptive language skills. The language program is accomplished through a variety of classroom activities based on weekly academic themes.
- To provide beneficial learning experiences that maintain and reinforce skills acquired during the regular school year.

The SCAMP office is located at 7273 Wing Lake Road with the Recreation/Community Services Department. For more information, visit us online at [www.bloomfieldscamp.com](http://www.bloomfieldscamp.com)

## **Wing Lake School**

## **Section 1.20**

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This is the story of the stone school on Maple at Wing Lake Road. Although Indians and trappers roamed the entire lake area and many artifacts have been found around Wing Lake, the first recorded white men came in 1818. Territorial Governor Lewis Cass, Sheriff Austin Wing and three others explored the beautiful tablelands of southeast Oakland. They promptly named the large lakes for themselves — one for Cass, one for his wife, Elizabeth, and one for Wing. On returning to “civilization,” they bought land for themselves, with Wing acquiring 320 acres around Wing Lake. Then they issued their report signaling the settlements in Bloomfield Township.

As Homer Case, former Bloomfield Township Supervisor, recalls, “*My great-great-great-grandfather arrived in 1823, and bought 320 acres on the south side of Maple and Telegraph.*” Jacob Sly came in November of that year and bought 160 acres on the south side of Maple and Franklin. In 1824, Deacon Elijah Bull bought 160 of the original 320 acres as the assignee of Austin Wing. He doesn't appear to have paid Wing, but instead paid the government land office. He received the first charter for a church in Bloomfield Township, building a log cabin for a Presbyterian Church. Although it was reported that the first school was located on the Sly property around 1824, and it may have been, it was probably at the church that the school children met. The older children taught more often than any adult.

In 1832, Bull sold a portion of land to Benjamin Conner, who, in 1833, deeded ½ acre to erect a school building. Later, George Sly gave another ½ acre to the north to the District. By 1859, the residents began to think about a “proper schoolhouse.” At that time, a stonemason from Ireland, by the name of Purdy, was building houses for the wealthier people of the area, and it is thought that the Wing Lake residents decided to have him build a one-room schoolhouse to last for a long, long time. The little school was in continuous use as a grammar school for more than a century.

In 1928, a nineteen-year-old girl came to Wing Lake as its teacher. Her name, Geneva Forslund, is now synonymous with the school. As soon as she was given the key, she began to make improvements. There were 28 students, grades one through eight, in the school. For the next 38 years, she guided the educational development at Wing Lake.

At this time, Wing Lake acquired 2½ acres from the Thurber family. The following year, the enrollment increased so rapidly that the School Board paid tuition for 7th and 8th graders to go to the Judson Bradway School on Lahser Road.

The belfry was the first addition to Wing Lake, and in 1930, the cloakroom, lavatories and fuel room were added. The stones gathered for this addition were once part of the Colby house, which had been destroyed by fire.

Geneva Forslund continued teaching. She was the first teacher of a rural school to bring in outside help for her music and art programs. The children took advantage of the apple trees on the property; they would pick apples during recess and lunch in the fall, sell them to the cider mill, and buy additional books.

In 1946, Wing Lake became part of the Bloomfield Hills School District #2 and the fifth- and sixth-grade children were sent to Vaughan. In 1950, an additional room was added to the stone school and a part time teacher was hired. The first and second grades met in one room, the third and fourth

grades in the other. Kindergarten students were sent to Vaughan. At the same time, another 2 ½ acres were condemned in the Sly Farm area, making the school property now six acres.

In 1951, Wing Lake became a four-room school, and in 1953, it became a one-unit school with a multi-purpose room, cafeteria, kitchen and offices. Mrs. Forslund was now a teaching principal. When the second unit was added, she became a full-time principal and remained as the head of the school until her retirement.

In 1959, the 100th anniversary of the stone school was celebrated. Except for two years, it had served the district well as a schoolroom until 1957, when it became the school library. To celebrate this occasion, the students and teachers presented an outdoor pageant entitled, *Wing Lake Speaks*.

With the building of Conant and later Booth School, the pressure on enrollment was lessened. In order to better facilitate programs, a second all-purpose room and conference rooms were added in 1963.

In June 1967, Geneva Forslund turned over her reign as principal to Richard Thomas, who had been a teacher at Wing Lake and was then the principal of Booth School.

A new direction for this school became reality in June 1973. Wing Lake became one of five centers in Oakland County to provide an education program for the severely and profoundly mentally impaired. It was renamed the Wing Lake Developmental Center.

Throughout the 120 years of its existence, Wing Lake has stood for the best in education. The original stone building was designated an historical museum library in 1976. It is now used as a living turn-of-the-century history lesson for fourth-grade social studies classes. It is available for tours or use by community and other education groups through the Nature Center.

***This bit of history is taken from Slates to Computers, written in 1980 by Amylee Chamberlain. You may enjoy reading this chronicle of the development of the Bloomfield Hills School District. Copies are available in each Media Center.***

## **Oakland Schools**

## **Section 1.21**

Oakland Schools is an intermediate school district serving the 28 local school districts and many non-public schools in Oakland County whose state-mandated purpose is to enhance the services offered by local school districts by providing supplemental resources.

Oakland Schools has, for more than 30 years, provided valuable resources and services to all district personnel from teachers to office staff, food service workers to superintendents. Skilled consultants, clinicians, teachers and support staff whose goal is to pursue equity and excellence in education through quality service and leadership, provide these services.

Oakland Schools publishes biannually a schedule of professional development activities. Copies are available in each building and at Instructional Services. This publication provides an overview of the

activities available for school personnel. Areas included in the guide range from early childhood through adult and continuing education. Programs are directed to personnel involved in teaching, administration and support services.

Workshop brochures are sent in advance of each activity to each school/department. Registration information is included. Usually there is either no charge or a nominal charge. Contact your supervisor or the Director of Instructional Services to participate in these programs.

Oakland Schools is a source of a variety of media materials, which can be purchased by public school personnel for educational purposes. Film, game materials, labels, computer supplies, videotapes and a multitude of other products are available from the resource center at Oakland Schools. Check with the media specialist at your building for a complete list of products available and their prices.

# **Staff Protection**

## **Section 2.0**

## **Notice of Nondiscrimination**

## **Section 2.1**

The Board of Education is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect, free from illegal discrimination and harassment. There will be no tolerance for discrimination or harassment on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, marital status, genetic information, disability, age or any other basis prohibited by law. The Superintendent will develop administrative regulations to implement this policy. The Superintendent designates the Assistant Superintendent, Human Resources, Labor Relations, and Title IX Coordinator to supervise the implementation of this policy and its implementing regulations.

Inquiries related to discrimination on the Basis of disability should be directed to:

Direct all other inquiries related to discrimination to:

Section 504 Coordinator  
Director of Special Education  
7273 Wing Lake Road  
Bloomfield Hills, MI 48301  
(248) 341-5415

Assistant Superintendent for Human  
Resources and Labor Relations & Title IX Coordinator  
7273 Wing Lake Road  
Bloomfield Hills, MI 48301  
(248) 341-5425

## **Equal Opportunity Employment**

## **Section 2.2**

Employment practices of the Bloomfield Hills Schools are based on job qualifications without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, marital status, genetic information, disability, age, or any other illegal grounds. Employees who believe this policy has been violated should speak with his/her supervisor. Employees who believe that their supervisor has not or cannot adequately address the problem are encouraged to speak with the Assistant Superintendent for Human Resources and Labor Relations or with the Superintendent.

Employees with disabilities who feel an accommodation is needed to perform their job must notify the Assistant Superintendent for Human Resources and Labor Relations in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed. Bloomfield Hills Schools will make reasonable accommodations that do not pose an undue hardship.

See Equal Opportunity Employment Policy

**Formal Complaint**

A Complainant may file a formal complaint. The Title IX Coordinator may file a formal complaint even if Complainant declines to do so. The formal complaint will include: the names of Complainant and Respondent, or identifying information if Respondent's name is unknown; as complete a description of the alleged sexual harassment as is available, including dates, times, and places; actual and potential witnesses; actual and potential relevant documents, data, and other items; and, the signature of the student or the Title IX Coordinator.

**Response to Formal Complaint and Grievance Procedure**

*Generally.* The Title IX Coordinator will ensure that, at every step of the Grievance Procedure: the parties are treated equitably; all information and evidence is evaluated objectively; and, there are no conflicts of interest affecting the Title IX Coordinator or any informal resolution facilitator, Investigator, Decision-Maker, or any individual resolving an appeal.

*Notice.* Upon receiving or filing a formal complaint, the Title IX Coordinator will issue a notice to Complainant and Respondent. The notice will include: a statement of the allegations, in sufficient detail to permit Respondent to prepare a response; a statement Respondent is presumed not responsible unless a final decision is rendered against Respondent; the parties' right to inspect the formal complaint and all evidence gathered during any investigation; the parties' right to be represented by an advisor or advocate, who may be an attorney; and, any provision in the School District's Student Code of Conduct prohibiting knowingly making a false statement or providing false evidence or information. If, during the investigation, the School District decides to investigate allegations that were not included in the original notice, the Title IX Coordinator will notify Complainant and Respondent of the additional allegations.

*Dismissal.* The Title IX Coordinator must dismiss a formal complaint if the allegations: do not establish sexual harassment even if they are true; did not occur in connection with the School District's programs and services; or, did not occur in the United States. The Title IX Coordinator may dismiss a formal complaint, in whole or in part, if: Complainant withdraws some or all of the allegations; Respondent's employment or enrollment in the School District ends; or, specific circumstances prevent the School District from gathering sufficient relevant evidence to reach a decision disposing of the formal complaint. The School District's Title IX Coordinator will notify Complainant and Respondent, in writing, if a formal complaint is dismissed, including an explanation for the dismissal. The Complainant may appeal the dismissal.

*Informal Resolution.* The School District cannot informally resolve an allegation of sexual harassment before a formal complaint is filed. The allegations in a formal complaint may not be resolved informally unless: Claimant and Respondent have been provided notice of their rights by delivery of the applicable anti-harassment policy and 8007.3-AR; and, Claimant and Respondent have voluntarily consented to informal resolution, in writing, after having been informed when informal resolution may preclude the resumption of a formal complaint investigation. Informal resolution may consist of a voluntary agreement between Claimant and Respondent, facilitated and documented by the Title IX Coordinator or his/her designee; restorative practices, such as described at MCL 380.1310c; or, facilitative mediation by an experienced mediator. Informal resolution may also be reached through other conflict resolution strategies, including arbitration. Informal resolution may not be used to resolve an allegation that a School District employee sexually harassed a student.

*Investigation.* The Title IX Coordinator, or designee (the Investigator), will investigate a formal complaint. The burden of undertaking and completing the investigation rests on the School



District. The Investigator will be appointed within two (2) days from the date the Title IX Coordinator receives or files the formal complaint. The Investigator will presume Respondent is not responsible unless a final decision against Respondent is reached. The Investigator will not require, seek, or rely on privileged information without consent of the privilege-holder.

The Investigator will notify Respondent of his/her right to file a written response to the formal complaint within five (5) days from the date Respondent received the formal complaint. Regardless whether Respondent files a written response, the Investigator will, within ten (10) days, complete an investigation that will include, but not be limited to: interviewing Complainant and Respondent and preparing interview summaries; interviewing all actual and potentially relevant witnesses identified by Complainant and Respondent, including expert witnesses, and preparing interview summaries; obtaining, to the extent they are available, all relevant documents, data, and other items identified by Claimant, Respondent, and witnesses; preparing an investigative report that fairly summarizes the relevant evidence; and, providing the investigative report to the parties simultaneously. The parties and their advisors may attend party interviews and the Investigator will provide sufficient notice to permit them to prepare. The School District will not interfere with the parties' ability to discuss the allegations or gather and present evidence, except to the extent a no-contact or similar order has been issued by the Title IX Coordinator.

The Title IX Coordinator will, upon receiving the Investigator's Report, notify the parties of their right to: submit relevant written questions to parties and witnesses, receive answers, and submit limited follow-up questions; and, after any such answers are received, file a written response to the Investigator's Report within seven (7) days from such receipt. If the Investigator declines to submit a question, s/he will provide a written explanation to the party who posed it.

The Title IX Coordinator may permit an adjournment of the investigative timelines for good cause and, in the event of an adjournment, so notify Complainant and Respondent. Separately, if Respondent is a School District employee, the Title IX Coordinator will review any applicable collective bargaining agreement and grant any required adjournment of the investigative timelines.

*Decision.* The Title IX Coordinator will appoint a Decision-Maker, who is not the Title IX Coordinator or Investigator. The Decision-Maker will objectively review all inculpatory and exculpatory evidence gathered during the investigation including, but not limited to, the formal complaint, Respondent's response, if any, the Investigator's entire file and investigative report, and the parties' responses to the investigative report, if any. Credibility determinations, if any, will not be based on an individual's status as Complainant, Respondent, or witness. The Decision-Maker will not hold Respondent responsible unless a preponderance of the evidence establishes Respondent sexually harassed Complainant. Regardless whether the Decision-Maker concludes Respondent is responsible, the Decision-Maker will issue a decision within ten (10) days of his/her appointment and will provide the decision to Complainant and Respondent simultaneously. The decision will include: Complainant's allegations; procedural steps taken with respect to the allegations, including notifications, interviews, site visits, and any other methods used to gather evidence; findings of fact; the application of the applicable anti-harassment policy and the School District's Student Code of Conduct to the facts; and, a statement of all rationale for the result as to each allegation, including determinations of responsibility, disciplinary sanctions, whether Complainant will be provided remedies to restore or preserve his/her equal access to the School District's education programs and activities, and the procedure and bases for appeal. Upon a finding of responsibility, sanctions for Respondent-students may range from administrative intervention to permanent expulsion. Sanctions for Respondent-employees may range from counseling to discharge. Sanctions for Respondent-Board members may range from censure to a petition to the Governor for removal from the Board of Education.

*Appeal.* Complainant or Respondent may appeal the Decision-Maker's decision by filing an appeal with the Superintendent within five (5) days from receipt of the decision. The Superintendent will provide notice to the opposite party if an appeal is filed, including a copy of the appeal and an opportunity to respond. The appeal must include all of the reasons the appealing party disagrees with the decision. The Superintendent will review the appeal and, based on the appeal, the decision, and the entire record upon which the decision is based, will affirm the decision, in whole or in part, or reverse the decision, in whole or in part. The Superintendent may reverse the decision, in whole or in part: based on procedural irregularity affecting the outcome, the Decision-Maker's lack of knowledge of newly discovered evidence; or, bias or conflict of interest on the part of the Title IX Coordinator, Investigator, or Decision-Maker. The Superintendent may, if warranted, remand the decision, in whole or in part, for additional investigation by the original or a different Investigator and/or further consideration by the original or a different Decision-Maker. The Superintendent will issue his/her decision within ten (10) days of receiving the appeal or response, if any, and provide his/her decision to the parties simultaneously. The grievance process is complete and a final decision is reached when no timely appeal is taken or after the appeal process is completed.

*Training.* The Title IX Coordinator will ensure that s/he and all informal resolution facilitators, Investigators, and Decision-Makers (including those who resolve appeals) receive the following training: the definition of sexual harassment; the scope of the School District's programs and activities; how to determine whether information and evidence is relevant, including the application of Title IX's "rape-shield" provision; the grievance process, including how to conduct an investigation, how to prepare a fair summary of evidence gathered during an investigation, how to prepare a decision, and how to resolve an appeal; and, how to serve impartially, including avoiding prejudgment of facts, conflicts of interest, and bias. The Title IX Coordinator is responsible for ensuring the School District's training and training materials are posted on the School District's website.

*Confidentiality and Retaliation.* Except as required or permitted by law, the School District will keep confidential the identity of any individual who makes a report or complaint of sexual harassment, any individual who is identified as a potential or actual Complainant or Respondent, and any witness. Neither the School District nor any other person may illegally retaliate against an individual who has made a report or a formal complaint or has participated or refused to participate in an investigation or other proceeding under this Administrative Regulation. Retaliation includes actual and attempted threats, coercion, or discrimination.

*Filing with OCR or EEOC.* An employee or student alleging harassment may, at any time, file a complaint with the United States Department of Education Office for Civil Rights at:

United States Department of Education  
Office for Civil Rights  
Cleveland Office  
1350 Euclid Avenue, Suite 325  
Cleveland, Ohio 44115  
(216) 522-4970  
FAX: (216) 522-2573  
TDD: (216) 522-4944  
E-mail: OCR.Cleveland@ed.gov  
Web: <http://www.ed.gov/ocr>

An employee alleging sexual harassment against another employee or supervisor may also, or instead, file a complaint with:

United States Department of Labor  
Equal Employment Opportunity Commission  
Detroit Field Office  
477 Michigan Avenue, Room 865  
Detroit, Michigan 48226  
or  
State of Michigan  
Department of Civil Rights  
Cadillac Place, Suite 3-600  
3054 West Grand Boulevard  
Detroit, Michigan 48202

*Cooperation with Law Enforcement Agencies.* In certain instances, an allegation of sexual harassment may be investigated as a criminal matter. To the extent permitted by law, the School District will comply with law enforcement requests for cooperation.

*Record Retention.* The School District will retain, for at least seven (7) years: all training materials; all reports received by the Title IX Coordinator and actions taken in response to such reports, including why any decision not to provide supportive services was not clearly unreasonable; and, all formal complaints, documents, and other items (including data) arising from formal complaints or investigations conducted pursuant to this Administrative Regulation, including investigative reports and related documents, decisions, appeals and appeal decisions, and informal resolutions.

## **Staff Protection Section 2.4**

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The School District will strive to protect all staff from physical and/or mental abuse. The District considers harassment on the basis of race, color, religion, national origin, sex, sexual orientation, age, height, weight, marital status or disability an offense that will subject the offender to disciplinary action.

Any staff member who believes this policy has been violated should notify his or her supervisor immediately, and prompt action will be taken to ensure the individual's safety and well-being. Staff members who believe that the supervisor has not or cannot adequately address this problem are encouraged to speak with the Assistant Superintendent for Human Resources and Labor Relations or the Superintendent.

The School District will also protect its staff members through a comprehensive liability insurance program. Under the provisions of the District's liability policy, the Board will assist in the defense of any staff member concerning claims for damages caused or alleged to have been caused, in whole or in part, by that individual while performing assigned duties for the District provided that the Board determines that the staff member was acting in accordance with and within the scope of the staff member's duties, authority and Board policy. The District shall not be obligated to assume any costs or judgments entered against the staff member when such damages are due to the individual's willful negligence, violation of law, or criminal act as determined by a court of law.

The Bloomfield Hills Schools is committed to providing equal opportunity for all staff and Board of Education members and creating an environment which is without sexual harassment, as defined by law. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct or communication of a sexual nature. In the employment and educational context, such actions are prohibited when:

1. Submission to such conduct is made an expressed or implied condition of obtaining employment or educational benefit.
2. Submission to or rejection of such conduct is used as a basis for decisions affecting the employment or educational benefit of the individual who submits or rejects; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive working or learning environment. Examples of such conduct might include: off-color language, jokes, cartoons, or nicknames, propositions, repeated unwanted social invitations, gestures, touching, sexually oriented posters, suggestive or insulting sounds.

Behavior by any individual that results in the sexual harassment of a staff member or a Board of Education member will not be tolerated. Such conduct may result in disciplinary actions including verbal or written warnings, suspension without pay, or more severe discipline including immediate discharge or removal from office. Students who engage in sexual harassment of staff or Board of Education members are subject to discipline, including suspension or expulsion per the Student Code of Conduct.

Each individual has a special responsibility to assure the success of the District's commitment and to take positive steps to comply with equal employment policies. Any individual who engages in sexual harassment or who fails to comply with the equal employment policies of the District is acting without authority and outside the scope of his or her responsibilities.

If an individual has reason to believe that he or she has been subjected to discrimination in the form of sexual harassment, or that such exists, it shall be reported immediately to the Assistant Superintendent for Human Resources and Labor Relations, 7273 Wing Lake Road Bloomfield Hills, 48301, (248) 341-5428. As an alternative, an individual may report such discrimination to the superintendent.

When an individual wishes to make a sexual harassment charge, the investigative procedure defined in Regulation will be initiated.

# **How You Are Paid**

## **Section 3.0**

## **Pay Periods**

## **Section 3.1**

District employees will be paid bi-weekly on Fridays and according to the District payroll schedule. Your pay will be for a two-week period ending the prior Friday. Payroll questions may be directed to the Payroll Department. Holiday schedules may result in a variation of pay dates.

## **Direct Deposit**

## **Section 3.2**

Employees will be paid via direct deposit of paychecks into a bank or savings and loan institution of the employee's choice. As an alternative payment method to direct deposit, the District will deposit the employee's pay on a pay card.

## **Pay Adjustments**

## **Section 3.3**

### Employees covered by a collective bargaining agreement

The pay rates and salary schedules for employees covered by a collective bargaining agreement (CBA) are contained within the applicable CBA.

### Employees not covered by a collective bargaining agreement

The District evaluates salaries and pay ranges each year. Increases, however, are not guaranteed. Any changes must be approved by the Board of Education.

## **Garnishments**

## **Section 3.4**

Under Michigan law, an employee's wages may not be garnished unless the creditor has obtained a legal judgment from a court. Federal law limits the amount that creditors can obtain through the garnishment of wages. Bloomfield Hills Schools may not discipline or discharge employees because their wages have been garnished.

The District must comply with all writs of garnishment it receives. An employee will be notified at the time garnishments are made. Information about the garnishment will be held in confidence.

The Bloomfield Hills School District offers all employees the opportunity to participate in a Tax Sheltered Annuity (TSA) program, whereby your pay can be reduced by a deduction amount you elect, and this amount will be free from federal and state income taxes until it is withdrawn by you at a future date.

There are annual *calendar* year limitations for the maximum amount of TSA you may elect before you incur taxable income and possibly penalties. Please discuss any limitations to which you may be subject with the TSA carrier representative.

The technicalities of the TSA program and the performance of the 7 carriers we offer depends largely on your personal financial circumstances and your view of the companies. The carriers offer somewhat the same programs, but their current performance with your funds varies, which is why they are reluctant to distribute brochures or other information about their company without the opportunity to discuss them with you personally.

The names of our seven carriers are listed below:

- Consolidated Financial Corporation
- AXA Equitable
- Eschels Financial Group/Pro Equities
- Fidelity Investments Tax Exempt Services Company
- GLP & Associates
- Paradigm Equities, Inc. (MEA Financial Services)
- Variable Annuity Life Insurance Company (VALIC)



# **Work Place Environment**

## **Section 4.0**

## **Confidentiality**

## **Section 4.1**

In the course of your employment, you may have access to private information about our students, parents, community members and other employees. This information must be kept confidential. If you are uncertain about whether information is confidential, check with your supervisor before discussing it with anyone.

## **Relations with Students, Parents, Community Members & Other Employees**

## **Section 4.2**

Our students are our primary customers. Parents and community members are also our customers; fellow employees are considered our internal customers. When dealing with a customer, always be courteous, polite and patient. Occasionally, a situation may arise that is unique. In such cases, inform the customer that you will contact your supervisor and get back to him or her promptly.

## **Respect for Religious Preference**

## **Section 4.3**

The Board of Education recognizes its obligation to protect and preserve the religious liberty rights of students of all faiths and of no faith, and to ensure that religion and religious conviction, as well as the absence thereof, are treated with fairness, respect, and neutrality. In this regard, the Bloomfield Hills Schools possesses substantial discretion to effect rules of order and restrictions upon all student behavior and activities that are reasonably necessary to the operational integrity of its educational, co-curricular, and athletic programs. When exercising this discretion, the Bloomfield Hills Schools shall not engage in or permit activities that either unconstitutionally sponsor religion or unconstitutionally interfere with the free exercise of religion. Knowledge of the origins and cultural significance of the world's religions adds, however, to a student's understanding of history as well as to his/her respect for the pluralism of our own society and, therefore, has a positive role in education. Shared knowledge of the major religions is appropriate to the extent that it enhances understanding and tolerance.

Respect for others, their diverse beliefs, and their individual differences is an ongoing concern of the School District, and sensitivity to these differences will be reflected in all District activities.

## **Guidelines for Religious Preference**

## **Section 4.4**

The content and process of instruction, and other school-sponsored activities, shall comply with all of the following:

- The purpose must be secular and educational
- Religion may not be advanced or inhibited
- Excessive involvement by the Bloomfield Hills Schools with religion must not be encouraged or required
- The appearance of Bloomfield Hills Schools' endorsement or discouragement of religion must not occur
- Students must not be coerced to participate in religious activity or to refrain therefrom
- Religious expression of students shall not substantially interfere with the ability of other students to fully participate within and receive the benefits of the School District's educational, co-curricular, and athletic programs

### **Religious Expression and School Activities**

Students may engage in student-initiated religious expression, including prayer, when not engaged in school sponsored events and activities or instruction, subject to the same rules designed to prevent disruption of the educational program and/or operation of the schools that are applied to other privately initiated student expressive conduct. Students may also engage, at any time, in individual silent prayer.

Students may also participate in student-initiated and student-led voluntary religious expression, including prayer, prior to, following, or during recess/intermission of, school-sponsored events and activities such as school club and team meetings, banquets, commencements, assemblies and athletic events, subject to the same rules and regulations pertaining to other student-initiated and student-led expressive activities. Representatives of the Bloomfield Hills Schools, including teaching, supervisory and administrative staff members, shall not participate in any student-initiated and student-led prayer nor shall any such person encourage or discourage student participation therein.

Activities in music, art, literature, and drama having religious themes are permitted in classrooms and in public performances when approved by the building principal prior to the activity being presented to students; all activities must be presented in a manner consistent with any applicable guidelines and regulations of the Bloomfield Hills Schools.

When observance of religious holidays affects an individual or group of students and conflicts with the normal school schedule, sensitivity will be shown by staff and administration in scheduling:

1. Review for tests
2. Tests and quizzes
3. Field trips
4. District or building arranged after-school activities
5. Building Open House programs
6. Board of Education meetings

## **Drug-Free Workplace**

## **Section 4.5**

In compliance with the federal government Drug-Free Workplace Act of 1988, the Bloomfield Hills Schools Board of Education hereby confirms that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited anywhere in the district workplace. As a condition of employment staff members working under federal grants will be expected to abide by this statement and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace within, and not later than, five days after such conviction. For staff in federal grants the Bloomfield Hills Board of Education will notify the appropriate federal agency of such conviction within 10 days of receipt of notification as required by the Act.

A staff member convicted of a drug violation in the workplace as defined by the Drug-Free Workplace Act of 1988 will be subject to disciplinary action in accordance with state and federal statutes, applicable labor contracts and the District's policies and procedures, or be required to satisfactorily participate in a substance abuse assistance or rehabilitation program. Disciplinary action may result in penalties up to, and including, discharge.

## **Tobacco-Free Workplace**

## **Section 4.6**

The Bloomfield Hills Schools are dedicated to providing a healthy and productive environment for staff, students and other members of the school community. In the interest of assuring a safe and healthy environment for students, staff and visitors, and in compliance with Michigan laws, the use and/or sale of any tobacco products, is prohibited in vehicles, buildings, facilities, structures or other real estate owned, leased or otherwise controlled by the Bloomfield Hills School District with the following exception. Persons who are 18 years of age or older and who are not Bloomfield Hills School students will be permitted to smoke in outdoor areas specifically designated as "Smoking Permitted" on days when school is not in session and after 6 p.m. on school days. Persons under age 18 and all Bloomfield Hills Schools students are absolutely prohibited from using or selling tobacco products as set forth above.

## **Weapons-Free Workplace**

## **Section 4.7**

Bloomfield Hills Schools is a weapons-free school work place. It is contrary to law and school district policy for employees to possess weapons, including, but not limited to, concealed pistols, in a school building, on school property, or on a pupil transportation vehicle. Violations may result in criminal charges and/or discipline up to and including discharge from employment.

MCL 28.425. (1)(a); 750.237a

## **Anti-Bullying**

## **Section 4.8**

It is the policy of the Bloomfield Hills Schools to provide a safe educational environment for all students. Bullying of a student at school is strictly prohibited. This policy shall be interpreted and enforced to protect all students and to equally prohibit bullying without regard to its subject matter or motivating animus.

### **A. Prohibited Conduct**

#### **1. Bullying**

Bullying of a student at school is strictly prohibited. For the purposes of this policy, “bullying” shall be defined as:

Any written, verbal or physical act or any electronic communication, **including but not limited to cyberbullying**, that is intended or that a reasonable person would know is likely to harm one or more students either directly or indirectly by doing any of the following:

- a. Substantially interfering with educational opportunities, benefits or programs of one or more students;
- b. Adversely affecting a student’s ability to participate in or benefit from the district’s educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
- c. Having an actual and substantial detrimental effect on a student’s physical or mental health; or
- d. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

#### **2. Retaliation/False Accusation**

Retaliation or false accusation against a target of bullying, anyone reporting bullying, a witness or another person with reliable information about an act of bullying is strictly prohibited.

**B. Reporting an Incident**

If a student, staff member or other individual believes there has been an incident of bullying in violation of this policy, s/he may report such incident to the appropriate principal or designee, or the responsible school official(s) as defined below.

1. **Making the Report:** a report may be made in person, via telephone, or in writing (including electronic transmissions). If an incident of bullying is reported to a staff member who is not the appropriate principal or designee or Responsible School Official, the staff member shall promptly report the incident to one or more of the aforementioned individuals.
2. **Complaints Against Certain School Officials:** Complaints of bullying by a staff member may be reported to the principal or designee. Reports of bullying by the principal or designee may be reported to the Superintendent. Complaints of bullying by the Superintendent may be reported to the President of the Board of Education.

**C. Confidentiality:** To the extent appropriate or legally permitted the identity of any individual who reports an act of bullying will remain confidential. District administrators will conduct the investigation without identifying the reporter and any reports will not include the name of the reporter.

**D. Investigation:** All reported allegations of a policy violation or related complaint about bullying shall be promptly investigated by the building principal or designee. A description of each reported incident, along with a summary of the investigation and conclusions reached by the principal or designee, shall be documented by the principal or designee.

**E. Notice to Parent/Guardian:** If the principal or designee determines that an incident of bullying has occurred, s/he shall promptly provide notification of same to the parent/guardian of the victim of the bullying and the parent/guardian of the perpetrator of the bullying.

**F. Annual Reports**

1. **To the Board of Education:** At least annually, the building principal or designee, or the Responsible School Official shall report all verified incidents of bullying and the resulting consequences, including any disciplinary action or referrals, to the Board of Education. The annual Board report may be given in writing, in person at a regular Board meeting, or as otherwise requested by the Board of Education.
2. **Responsible School Official:** The Superintendent or designee ("Responsible School Official") shall be responsible for ensuring the proper implementation of this policy throughout the district. The foregoing appointment shall not reduce or eliminate the duties and responsibilities of a principal or designee.

3. **Michigan Department of Education (MDE): Reports of verified incidents of bullying will be provided to the MDE according to the form and procedures provided by the MDE.**

G. **Posting/Publication of Policy:** Notice of this policy will be incorporated into the Uniform Code of Student Conduct and the Employee Handbook.

H. **Definitions**

1. **“At School”** means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises. “At school” also includes any conduct using a *telecommunications access device or telecommunications service provider* that occurs off school premises if the device or provider is owned by or under the district’s control.
2. **“Telecommunication Access Device”** means that term as defined in Section 219a of the Michigan Penal Code, 1931PA 328, MCL 750.219a, as may be amended from time to time. As of January 2012, “Telecommunication Access Device” is defined to mean any of the following:
  - a. Any instrument, device, card, plate, code, telephone number, account number, personal identification number, electronic serial number, mobile identification number, counterfeit number, or financial transaction device defined in MCL 750.157m (e.g., an electronic funds transfer card, a credit card, a debit card, point-of-sale card, or any other instrument or means of access to a credit, deposit or proprietary account) that alone or with another device can acquire, transmit, intercept, provide, receive, use or otherwise facilitate the use, acquisition, interception, provision, reception and transmission of any telecommunications service.
  - b. Any type of instrument, device, machine, equipment, technology or software that facilitates telecommunications or which is capable of transmitting, acquiring, intercepting, decrypting or receiving any telephonic, electronic, data, internet access, audio, video, microwave or radio transmissions, signals, telecommunications or services, including the receipt, acquisition, interception, transmission, retransmission or decryption of all telecommunications, transmissions, signals, or services provided by or through any cable television, fiber optic, telephone, satellite, microwave, data transmission, radio, internet based or wireless distribution network, system or facility or any part, accessory or component, including any computer circuit, security module, smart card, software, computer chip, pager, cellular telephone, personal communications device, transponder, receiver, modem, electronic mechanism or other component, accessory, or part of any other device that is capable of facilitating the interception, transmission, retransmission, decryption, acquisition or reception of any telecommunications, transmissions, signals or services.

**“Cyberbullying”** means any electronic communication that is intended or that a reasonable person would know is likely to harm one or more pupils either directly or indirectly by doing any of the following:

- ii. Substantially interfering with educational opportunities, benefits or programs of one or more pupils.
  - iii. Adversely affecting the ability of a pupil to participate in or benefit from the school district’s or public school’s educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress.
  - iv. Having an actual and substantial detrimental effect on a pupil’s physical or mental health.
  - v. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.
3. **“Telecommunications Service Provider”** means that term as defined in Section 219a of the Michigan Penal Code, supra, as may be amended from time to time. As of January 2012, “Telecommunications Service Provider” is defined to mean any of the following:
- a. A person or entity providing a telecommunications service, whether directly or indirectly as a reseller, including, but not limited to, a cellular, paging or other wireless communications company or other person or entity which, for a fee, supplies the facility, cell site, mobile telephone switching office or other equipment or telecommunications service.
  - b. A person or entity owning or operating any fiber optic, cable television, satellite, Internet based, telephone, wireless, microwave, data transmission or radio distribution system, network or facility.
  - c. A person or entity providing any telecommunications service directly or indirectly by or through any distribution systems, networks or facilities.



# **Employment Records**

## **Section 5.0**

State law governs the maintenance and disclosure of employee personnel files. The *Bullard-Plawecki Employee Right to Know Act*, 1978 PA 397, defines what constitutes a personnel record, limits its use, provides for employee review, and restricts its disclosure to third parties.

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 for Human Resources and Labor Relations. If you wish to examine your file, you may do so during normal office hours by calling and pre-arranging a time. All procedures, including payment for copies, are in accordance with the Bullard-Plawecki Right to Know Act.

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**Social Security Number Confidentiality****Section 5.2 (1)**

It is the policy of Bloomfield Hills Schools to comply with the Social Security Number Privacy Act which restricts certain uses of social security numbers and is designed to combat identity theft.

Administration is authorized to establish regulations to implement this policy. It is the purpose of this policy to ensure that:

1. The confidentiality of social security numbers is maintained to the extent practicable;
2. The unlawful disclosure of social security numbers is prohibited;
3. Access to information or documents containing social security numbers is limited; and
4. Documents containing social security numbers are disposed of properly.

This policy and its rules are published in the Employee Handbook, and in the Board Policy section on the Bloomfield Hills Schools website. Persons who violate this policy, or the rules that implement it, may be subject to disciplinary action up to and including suspension or expulsion for students and termination for employees.

Legal Reference: MCL 445.81 *et seq.*

### **Public Records**

Where a social security number is contained within a document subject to disclosure through the Freedom of Information Act, the social security number shall be redacted.

### **Information Collected**

Social security numbers should only be collected where required by federal or state law. The District will not use all or more than four (4) sequential digits of the social security number as a district-created student identification number or employee identification or account number.

### **Public Display**

The District will not visibly print all or more than four (4) sequential digits of the social security number on identification cards, badges, employee rosters, bulletin boards, or any other materials or documents seen by others widely.

Documents, materials or computer screens that display social security numbers or other sensitive information shall be kept out of public view at all times.

No more than four (4) sequential digits of a social security number shall be required for a District employee, student, or staff member to gain access to the Internet or network, unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet or network.

### **Mailed or Transmitted Documents**

Documents containing social security numbers shall only be sent where permitted by state law.<sup>3</sup> Documents containing all or more than four (4) sequential digits of the social security number, that are sent through the mail, shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.

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<sup>3</sup> Permissible state law includes the following: A social security number may be included in a mailed document where: 1) It is sent as part of an application or enrollment process initiated by the individual. 2) It is sent to establish, confirm the status of, service, amend, or terminate an account, contract, employee, or health insurance benefit – or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit. 3) It is contained in a public record and is mailed in compliance with the Freedom of Information Act. 4) It is a copy of a vital record, which was recorded according to law, and is mailed to a person entitled to receive that record. 5) It is mailed by, or at the request of, an individual whose social security number appears in the document or information or his or her parent or legal guardian. 6) It is mailed consistent with the Health Insurance Portability and Accountability Act of 1996. 7) State or federal law, rule, regulation, or court order or rule authorizes, permits or requires that a social security number appear in the document (such as payroll and tax related documents).

All or more than four (4) sequential digits of social security numbers shall not be sent through email unless the connection is secure or the transmission is encrypted.

No individual shall be required to send all or more than four (4) sequential digits of his or her social security number through email unless the connection is secure or the transmission is encrypted.

### **Telefaxed Communications**

If a social security number must be faxed, the fax message shall be accompanied by a transmittal sheet, which includes the District's name, a "Confidential Notice" stating that the information included is intended to be privileged and confidential, and that it is only intended for the use of the individual or entity named on the transmittal sheet.

### **Access to Social Security Numbers**

Only those persons authorized by the Superintendent, Assistant Superintendent for Human Resources and Labor Relations, Assistant Superintendent for Business Services or building principal shall have access to social security numbers or other sensitive information. Students will not have access to social security number information for either students or staff.

### **Storage and Disposal**

All documents or files that contain social security numbers or other sensitive material shall be stored in a physically secure manner.

Social security numbers shall not be stored on computers or other electronic devices that are not secured against authorized access.

Documents or other materials that contain social security numbers or other sensitive information shall not be thrown away in the trash; they shall be discarded or destroyed only in a manner that protects their confidentiality, such as shredding. When erasing social security numbers or sensitive information from computers, it shall be ensured that the information is erased completely.

### **Improper Disclosures**

Any individual who suspects that an improper disclosure of a social security number has been made shall inform the Superintendent or designee.

If the Superintendent or designee suspects that an improper disclosure has been made, he/she shall contact the appropriateness authorities.

## **Accountability**

Any person who fails to comply with the District's Privacy Policy shall be subject to appropriate discipline as determined by the Superintendent or designee.

## **Exceptions**

This policy and regulation shall not apply to any of the following:

1. A use of all or more than four (4) sequential digits of a social security number that is authorized or required by state, or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process.
2. A use of all or more than four (4) sequential digits of a social security number if the use is any of the following:
  - i. Verifying an individual's identity, identify an individual, or do another similar administrative purpose related to an account, transaction, product, service, or employment or proposed account, transaction, product, service, or employment.
  - ii. Investigating an individual's claim credit, criminal, or driving history.
  - iii. Detecting, preventing, or deterring identity theft or another crime.
  - iv. Lawfully pursuing or enforcing a person's legal rights, including, but not limited to, an audit, collection, investigation, or transfer of a tax, employee benefit, debt, claim, receivable, or account or an interest in a receivable or account.
  - v. Lawfully investigating, collecting, or enforcing a child or spousal support obligation or tax liability.
  - vi. Providing or administering employee or health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.
3. A use of all or more than four (4) sequential digits of a social security number as a primary account number that meets both of the following:
  - i. The use began before March 1, 2005.
  - ii. The use is ongoing, continuous, and in the ordinary course of business. If the use is stopped for any reason, this subdivision no longer applies.

Legal Reference: MCL 445.81 *et seq.*



### Administrative Services

Booth Center  
7273 Wing Lake Road  
Bloomfield Hills, MI 48301

t: 248.341.5451  
f: 248.341.5479

[www.bloomfield.org](http://www.bloomfield.org)

Re: School Safety Legislation

To: All Bloomfield Hills School Employees

“School Safety” legislation (2005 PA 129-131 and 138) was enacted into law in 2005 and has an impact on your employment with the school/district. Cited below are the key provisions of the law and how it will affect you personally.

#### **Criminal History Record Check**

All school staff employed by the school or district are required to have a criminal history record check conducted by the Michigan State Police (MSP) and the Federal Bureau of Investigation (FBI). This means having your fingerprints scanned electronically and submitted to the MSP.

Once the criminal history check has been conducted by the MSP, a report will be sent to the Michigan Department of Education identifying all school employees with a recorded criminal conviction. The Department will in turn provide the names of individuals convicted of a crime to the district superintendent and school board of the employing district. The report will include convictions for any crime, misdemeanor or felony. If you have been convicted of a non-listed felony, the district superintendent and the school board are required, by law, to agree in writing to continue your employment with the district/school. If you have been convicted of an offense that requires you to register your name on the sex offender’s registry, your employment will be terminated and you will not be allowed employment (in any capacity) in a Michigan K-12 School, public or non-public.

#### **Self-Report of Arraignment/Charges**

The law also requires you, as an employee of the district/school to self-report to your employer and the Michigan Department of Education when you have been arraigned/charged with certain identified crimes. You must do so within three business days of arraignment or you will be guilty of an additional crime. The crimes are listed in MCL 380.1535a. You must also disclose if you have been convicted of certain crimes. Both forms are attached to this document.

Kelly Bohl  
Assistant Superintendent for Human  
Resources and Labor Relations

#### SEE INCLUDED:

- Arraignment Disclosure Form
- Conviction Disclosure Form
- School Safety Legislation Summary
- Michigan Compiled Laws (MCL)380.1535a

**ARRAIGNMENT DISCLOSURE FORM****Please Print****Employee Name** \_\_\_\_\_**Date of Birth** \_\_\_\_\_**Position** \_\_\_\_\_**Location** \_\_\_\_\_**Date of Arraignment** \_\_\_\_\_

Pursuant to Section 380.1230d of the Revised School code, I hereby disclose that I was arraigned on the aforementioned date for the criminal offense of \_\_\_\_\_ in \_\_\_\_\_ Court, located in the State of \_\_\_\_\_, County of \_\_\_\_\_

In signing this form, I acknowledge that I understand that should I be convicted of, or pled guilty or nolo contendere (no contest) or is the subject of finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a public school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school district delete the report from my records.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

Mail to:  
Assistant Superintendent for  
Human Resources and Labor Relations  
Bloomfield Hills Schools  
7273 Wing Lake Rd  
Bloomfield Hills, MI 48301

And:  
Director of Office of Professional  
Preparation Services  
Michigan Department of Education  
608 West Allegan St.  
P.O BOX 3008  
Lansing, MI 48909

**Current Employee Subsequent Conviction Disclosure Form**

(for any convictions under Public Act 138 Subsequent to the initial disclosure and fingerprint check done after January 1, 2006)

\_\_\_\_\_  
Name: (please print)

\_\_\_\_\_  
School District: (please print)

\_\_\_\_\_  
Position: (please print)

In Accordance with the revised school code section of 380.1230b, I represent that:

1. This serves as disclosure of subsequent (after initial fingerprinting) convictions for which I have been convicted of, or pled guilty or nolo contendere (no contest) or am the subject of a finding of guilt by a judge or jury for the following crimes (attach a separate sheet of paper to explain the criminal offense, date, court, city/state, and circumstances surrounding the conviction):

Felony \_\_\_\_\_ Misdemeanor \_\_\_\_\_

Felony \_\_\_\_\_ Misdemeanor \_\_\_\_\_

Felony \_\_\_\_\_ Misdemeanor \_\_\_\_\_

2. In signing this form, I understand and agree that:  
If I have been convicted of a listed offense, my employment shall be terminated. I also understand that if I have been convicted of a felony, other than a listed offense, the superintendent, or chief administrator and the School Board must each approve, in writing, my employment or work assignment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mail to:  
Assistant Superintendent for  
Human Resources and Labor Relations  
Bloomfield Hills Schools  
7273 Wing Lake Rd  
Bloomfield Hills, MI 48301

And:  
Director of Office of Professional  
Preparation Services  
Michigan Department of Education  
608 West Allegan St.  
P.O BOX 3008  
Lansing, MI 48909



**December 2005****SCHOOL SAFETY LEGISLATION SUMMARY***(2005 PA 129-131 and 138)*

Effective January 1, 2006

The following requirements apply to local and intermediate school districts, public school academies and nonpublic schools:

- **"School Safety Zone" prohibits individuals convicted of a "listed offense," with some exceptions, from residing, working or loitering within 1,000 feet of school property**

**[MCL 28.733 – 28.736].**

- The district shall not employ, in any capacity, an individual who has been convicted of a listed offense (a crime that requires registration as a sex offender).
- A district may employ an individual who has been convicted of a non-listed offense felony only if the superintendent and school board each specifically approve the employment or work assignment in writing.
- Not later than July 1, 2008, each individual who, as of January 1, 2006, is either employed full-time or part-time or is assigned to regularly and continuously work under contract, shall to be fingerprinted for the purpose of performing a criminal history background check.
- If a person who is employed in any capacity by the district, or has applied for a position, or has had an initial criminal history check, or is regularly or continuously working under contract in a district, shall report to the Michigan Department of Education and the school district that he or she has been charged with certain crimes, within 3 business days after being arraigned for the crime.
- If the employee does not report the charge or conviction, he or she is guilty of an additional crime. If the non-reported charge or conviction is a felony or listed offense, the person is guilty of a felony. If the non-reported charge is a non-listed offense misdemeanor, the person is guilty of a misdemeanor.
- If the employee does not report the charge or conviction, the district may discharge the person from employment or termination of his or her contract, following notice and the opportunity of a hearing. If a collective bargaining agreement is in effect as of January 1, 2006, and the agreement is not in compliance with the requirement, the district may not discharge a person for failing to report the charge or conviction until after the expiration of that collective bargaining agreement.
- The Department of Information Technology (DIT) will work with the Department of Education (MDE) and State Police to develop and implement an automated program that will compare the list of Registered Educational Personnel (REP) with the conviction information database. If a person on the REP has been convicted of a crime, the MDE is required to notify the district indicated on the REP as the employing district. Convictions for listed offenses will require immediate dismissal of the employee.

**SUSPENSIONS/REVOCATIONS**

- Upon notification, the Office of Professional Preparation Services will review the criminal conviction and initiate administrative proceedings as determined by either law or administrative rule.
- Certificate holders or those who hold State Board approval are notified of the proceedings and their right to a hearing.
- It is a criminal offense to attempt to obtain employment as a teacher using a fraudulent certificate. Upon application for employment, each certificate should be reviewed for authenticity. Any discrepancies should be reported to the MDE.

**LISTED OFFENSE**

- **A "listed offense" is a crime that requires registration as a sex offender. "Listed offense" is defined in Section 2 of the Sex Offenders Registration Act. A "listed offense" includes any of the following:**
  - 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.
  - Any offense under the laws of the United States, any other state, or any other country or tribal or military law, that is substantially similar to a listed offense.

## THE REVISED SCHOOL CODE (EXCERPT)

Act 451 of 1976

**380.1535a Conviction of teacher for certain crimes; notice of right to hearing; suspension of teaching certificate; summary suspension; findings for action under subsection (1) or (2); compensation; reinstatement, continued suspension, or permanent revocation of teaching certificate; effect of reversal of conviction on final appeal; notice of conviction; evidence of conviction; failure to make final decision and order; construction of section; rules; comparison of individuals holding teaching certificate with conviction information; definitions.**

Sec. 1535a. (1) Subject to subsection (2), if a person who holds a teaching certificate that is valid in this state has been convicted of a crime described in this subsection, within 10 working days after receiving notice of the conviction the superintendent of public instruction shall notify the person in writing that his or her teaching certificate may be suspended because of the conviction and of his or her right to a hearing before the superintendent of public instruction. The hearing shall be conducted as a contested case under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. If the person does not avail himself or herself of this right to a hearing within 15 working days after receipt of this written notification, the teaching certificate of that person shall be suspended. If a hearing takes place, the superintendent of public instruction shall complete the proceedings and make a final decision and order within 120 working days after receiving the request for a hearing. Subject to subsection (2), the superintendent of public instruction may suspend the person's teaching certificate based upon the issues and evidence presented at the hearing. This subsection applies to any of the following crimes:

- (a) Any felony.
- (b) Any of the following misdemeanors:
  - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
  - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
  - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
  - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
  - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359, or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
  - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
  - (vii) Any misdemeanor that is a listed offense.
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

(2) If a person who holds a teaching certificate that is valid in this state has been convicted of a crime described in this subsection, the superintendent of public instruction shall find that the public health, safety, or welfare requires emergency action and shall order summary suspension of the person's teaching certificate under section 92 of the administrative procedures act of 1969, 1969 PA 306, MCL 24.292, and shall subsequently provide an opportunity for a hearing as provided under that section. This subsection does not limit the superintendent of public instruction's ability to order summary suspension of a person's teaching certificate for a reason other than described in this subsection. This subsection applies to conviction of any of the following crimes:

- (a) Criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, or an attempt to commit criminal sexual conduct in any degree.
- (b) Felonious assault on a child, child abuse in the first degree, or an attempt to commit child abuse in the first degree.
- (c) Cruelty, torture, or indecent exposure involving a child.
- (d) A violation of section 7401(2)(a)(i), 7403(2)(a)(i), 7410, or 7416 of the public health code, 1978 PA 368, MCL 333.7401, 333.7403, 333.7410, and 333.7416.
- (e) A violation of section 83, 89, 91, 145a, 145b, 145c, 316, 317, 350, 448, 455, or 529 of the Michigan penal code, 1931 PA 328, MCL 750.83, 750.89, 750.91, 750.145a, 750.145b, 750.145c, 750.316, 750.317, 750.350, 750.448, 750.455, and 750.529, or a felony violation of section 145d of the Michigan penal code, 1931 PA 328, MCL 750.145d.

(f) A violation of section 158 of the Michigan penal code, 1931 PA 328, MCL 750.158, if a victim is an individual less than 18 years of age.

(g) Except for a juvenile disposition or adjudication, a violation of section 338, 338a, or 338b of the Michigan penal code, 1931 PA 328, MCL 750.338, 750.338a, and 750.338b, if a victim is an individual less than 18 years of age.

(h) A violation of section 349 of the Michigan penal code, 1931 PA 328, MCL 750.349, if a victim is an individual less than 18 years of age.

(i) An offense committed by a person who was, at the time of the offense, a sexually delinquent person as defined in section 10a of the Michigan penal code, 1931 PA 328, MCL 750.10a.

(j) Any other crime that is a listed offense.

(k) An attempt or conspiracy to commit an offense listed in subdivision (a), (c), (f), (g), (h), (i), or (j).

(l) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

(m) Any other crime listed in subsection (1), if the superintendent of public instruction determines the public health, safety, or welfare requires emergency action based on the circumstances underlying the conviction.

(3) All of the following apply to any proceedings affecting a person's teaching certificate under this section:

(a) The superintendent of public instruction shall appoint a designee to perform the investigatory and prosecutorial functions involved in the proceedings. However, the superintendent of public instruction must approve any settlement, conditional agreement, or other decision not to proceed with charges.

(b) Any final action that affects the status of a person's teaching certificate shall be taken by the superintendent of public instruction.

(c) The superintendent of public instruction after a hearing shall not take action against a person's teaching certificate under subsection (1) or (2) unless the superintendent of public instruction finds that the conviction is reasonably and adversely related to the person's present fitness to serve in an elementary or secondary school in this state or that the conviction demonstrates that the person is unfit to teach in an elementary or secondary school in this state. Further, the superintendent of public instruction may take action against a person's teaching certificate under subsection (1) or (2) based on a conviction that occurred before April 1, 2004 if the superintendent of public instruction finds that the conviction is reasonably and adversely related to the person's present fitness to serve in an elementary or secondary school in this state or that the conviction demonstrates that the person is unfit to teach in an elementary or secondary school in this state. For the purposes of this section, conviction of a listed offense is reasonably and adversely related to the person's fitness to serve in an elementary or secondary school in this state and demonstrates that the person is unfit to teach in an elementary or secondary school in this state.

(4) If a person who has entered a plea of guilt or no contest to or who is the subject of a finding of guilt by a judge or jury of a crime listed in subsection (2) has been suspended from active performance of duty by a public school, school district, intermediate school district, or nonpublic school during the pendency of proceedings under this section, the public school, school district, intermediate school district, or nonpublic school employing the person shall discontinue the person's compensation until the superintendent of public instruction has made a final determination of whether or not to suspend or revoke the person's teaching certificate. If the superintendent of public instruction does not suspend or revoke the person's teaching certificate, the public school, school district, intermediate school district, or nonpublic school shall make the person whole for lost compensation, without interest. However, if a collective bargaining agreement is in effect as of January 1, 2006 for employees of a school district, intermediate school district, or public school academy, and if the terms of that collective bargaining agreement are inconsistent with this subsection, then this subsection does not apply to that school district, intermediate school district, or public school academy until after the expiration of that collective bargaining agreement.

(5) Except as otherwise provided in this subsection, after the completion of a person's sentence, the person may request a hearing on reinstatement of his or her teaching certificate. Based upon the issues and evidence presented at the hearing, the superintendent of public instruction may reinstate, continue the suspension of, or permanently revoke the person's teaching certificate. The superintendent of public instruction shall not reinstate a person's teaching certificate unless the superintendent of public instruction finds that the person is currently fit to serve in an elementary or secondary school in this state and that reinstatement of the person's teaching certificate will not adversely affect the health, safety, and welfare of pupils. If a person's conviction was for a listed offense, the person is not entitled to request a hearing on reinstatement under this subsection, and the superintendent of public instruction shall not reinstate the person's teaching certificate under this subsection.

(6) All of the following apply to a person described in this section whose conviction is reversed upon final appeal:

(a) The person's teaching certificate shall be reinstated upon his or her notification to the superintendent of public instruction of the reversal.

(b) If the suspension of the person's teaching certificate under this section was the sole cause of his or her discharge from employment, the person shall be reinstated, upon his or her notification to the appropriate local or intermediate school board of the reversal, with full rights and benefits, to the position he or she would have had if he or she had been continuously employed.

(c) If the person's compensation was discontinued under subsection (4), the public school, school district, intermediate school district, or nonpublic school shall make the person whole for lost compensation.

(7) If the prosecuting attorney in charge of a case receives a form as provided under section 1230d, the prosecuting attorney shall notify the superintendent of public instruction, and any public school, school district, intermediate school district, or nonpublic school in which the person is employed by forwarding a copy of the form to each of them not later than 7 days after receiving the form. If the court receives a form as provided under section 1230d, the court shall notify the superintendent of public instruction and any public school, school district, intermediate school district, or nonpublic school in which the person is employed by forwarding to each of them a copy of the form and information regarding the sentence imposed on the person not later than 7 days after the date of sentencing, even if the court is maintaining the file as a nonpublic record.

(8) Not later than 7 days after receiving notification from the prosecuting attorney or the court under subsection (7) or learning through an authoritative source that a person who holds a teaching certificate has been convicted of a crime listed in subsection (1), the superintendent of public instruction shall request the court to provide a certified copy of the judgment of conviction and sentence or other document regarding the disposition of the case to the superintendent of public instruction and shall pay any fees required by the court. The court shall provide this certified copy within 7 days after receiving the request and fees under this section or after entry of the judgment or other document, whichever is later, even if the court is maintaining the judgment or other document as a nonpublic record.

(9) If the superintendent of a school district or intermediate school district, the chief administrative officer of a nonpublic school, the president of the board of a school district or intermediate school district, or the president of the governing board of a nonpublic school is notified or learns through an authoritative source that a person who holds a teaching certificate and who is employed by the school district, intermediate school district, or nonpublic school has been convicted of a crime described in subsection (1) or (2), the superintendent, chief administrative officer, or board president shall notify the superintendent of public instruction of that conviction within 15 days after learning of the conviction.

(10) For the purposes of this section, a certified copy of the judgment of conviction and sentence is conclusive evidence of conviction of a crime described in this section. For the purposes of this section, conviction of a crime described in this section is considered to be reasonably and adversely related to the ability of the person to serve in an elementary or secondary school and is sufficient grounds for suspension or revocation of the person's teaching certificate.

(11) For any hearing under subsection (1), if the superintendent of public instruction does not make a final decision and order within 120 working days after receiving the request for the hearing, as required under subsection (1), the superintendent of public instruction shall submit a report detailing the reasons for the delay to the standing committees and appropriations subcommittees of the senate and house of representatives that have jurisdiction over education and education appropriations. The failure of the superintendent of public instruction to make a final decision and order within this 120 working day time limit, or the failure of any other official or agency to meet a time limit prescribed in this section, does not affect the validity of an action taken under this section affecting a person's teaching certificate.

(12) Beginning July 1, 2004, the superintendent of public instruction shall submit to the legislature a quarterly report of all final actions he or she has taken under this section affecting a person's teaching certificate during the preceding quarter. The report shall contain at least all of the following with respect to each person whose teaching certificate has been affected:

(a) The person's name, as it appears on the teaching certificate.

(b) The school district, intermediate school district, public school academy, or nonpublic school in which the person was employed at the time of the conviction, if any.

(c) The offense for which the person was convicted and the date of the offense and date of the conviction.

(d) Whether the action taken by the superintendent of public instruction was a summary suspension, suspension due to failure to request a hearing, suspension, revocation, or reinstatement of the teaching certificate.

(13) This section does not do any of the following:

(a) Prohibit a person who holds a teaching certificate from seeking monetary compensation from a school board or intermediate school board if that right is available under a collective bargaining agreement or another statute.

(b) Limit the rights and powers granted to a school district or intermediate school district under a collective bargaining agreement, this act, or another statute to discipline or discharge a person who holds a teaching certificate.

(14) The superintendent of public instruction may promulgate, as necessary, rules to implement this section pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328.

(15) The department of information technology shall work with the department and the department of state police to develop and implement an automated program that does a comparison of the department's list of individuals holding a teaching certificate or state board approval, and of any other list maintained by the department of individuals employed or regularly and continuously working under contract in a school, with the conviction information received by the department of state police. This comparison shall only include individuals who are actually school employees at the time of the comparison or who are regularly and continuously working under contract at the time of the comparison. Unless otherwise prohibited by law, this comparison shall include convictions contained in a nonpublic record. The department and the department of state police shall perform this comparison during January and June of each year until July 1, 2008. The department of state police shall take all reasonable and necessary measures using the available technology to ensure the accuracy of this comparison before transmitting the information under this subsection to the department. The department shall take all reasonable and necessary measures using the available technology to ensure the accuracy of this comparison before notifying a school district, intermediate school district, public school academy, or nonpublic school of a conviction. If a comparison discloses that a person on the department's list of individuals holding a teaching certificate or state board approval has been convicted of a crime, or if the department is otherwise notified by the department of state police that such a person has been convicted of a crime, the department shall notify the superintendent or chief administrator and the board or governing body of the school district, intermediate school district, public school academy, or nonpublic school in which the person is employed of that conviction.

(16) As used in this section:

(a) "Conviction" means a judgment entered by a court upon a plea of guilty, guilty but mentally ill, or nolo contendere or upon a jury verdict or court finding that a defendant is guilty or guilty but mentally ill.

(b) "Felony" means that term as defined in section 1 of chapter I of the code of criminal procedure, 1927 PA 175, MCL 761.1.

(c) "Listed offense" means that term as defined in section 2 of the sex offenders registration act, 1994 PA 295, MCL 28.722.

(d) "Prosecuting attorney" means the prosecuting attorney for a county, an assistant prosecuting attorney for a county, the attorney general, the deputy attorney general, an assistant attorney general, a special prosecuting attorney, or, in connection with the prosecution of an ordinance violation, an attorney for the political subdivision that enacted the ordinance upon which the violation is based.

(e) "Regularly and continuously work under contract" means that term as defined in section 1230d.

**History:** Add. 1987, Act 61, Eff. Mar. 30, 1988;—Am. 1990, Act 35, Imd. Eff. Mar. 22, 1990;—Am. 1992, Act 99, Imd. Eff. June 23, 1992;—Am. 1994, Act 144, Imd. Eff. June 2, 1994;—Am. 1995, Act 97, Imd. Eff. June 22, 1995;—Am. 1995, Act 289, Eff. July 1, 1996;—Am. 2004, Act 51, Imd. Eff. Apr. 1, 2004;—Am. 2005, Act 130, Eff. Jan. 1, 2006;—Am. 2006, Act 84, Imd. Eff. Mar. 31, 2006;—Am. 2006, Act 680, Imd. Eff. Jan. 10, 2007.

**Popular name:** Act 451

**EMPLOYEE SAFETY  
and HEALTH**

**SECTION 6**



Bloomfield Hills Schools is committed to protecting the safety and health of every employee, but the responsibility for maintaining a safe and healthy working environment is not just that of Bloomfield Hills Schools. To be totally effective, every employee also has a responsibility to comply with all safety rules and programs established by Bloomfield Hills Schools.

First, Bloomfield Hills Schools will comply with all federal and Michigan safety and environmental regulations. Some of the regulations specify and require certain protective equipment. For example, employees who mix chemicals as part of their job are required to wear safety glasses. No employee should ever remove or modify protective equipment unless properly authorized by Bloomfield Hills Schools. Another example is proper use of seat belts in school district vehicles. Proper use of seat belts is also required when transporting yourself or others, including students, on school district business or related activities.

Second, in other situations, the state and federal regulations only provide guidelines, and Bloomfield Hills Schools must decide which equipment is necessary for adequate protection. Bloomfield Hills Schools has decided that employees who run lawn mowers or other heavy equipment, or who are exposed to chemicals, must wear safety glasses, appropriate footwear (no open-toed shoes) and clothing. These precautions are necessary to protect the safety of the District's employees and other persons.

Third, every employee is responsible to assist Bloomfield Hills Schools in establishing and maintaining a safe working environment. Employees are also expected to report to a supervisor, manager or administrator any condition that may be unsafe or unhealthy.



## **Right to Know**

### **Hazard Communication Program**

### **Section 6.2**

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Bloomfield Hills Schools has established a program to insure that employees are made aware of the hazards of chemicals found in the work environment. The information concerning chemical hazards is listed on *Material Safety Data Sheets (MSDS)*, which are posted in each building. A copy of the Bloomfield Hills Schools program is available for review in the office of the principal or the administrator in charge of each building.

## Universal Precautions Bloodborne Pathogens

## Section 6.3

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For protection, employees are encouraged to practice universal precautions to prevent the transmission of bloodborne diseases. This includes the use of gloves when dealing with or handling the bodily fluids of another individual.

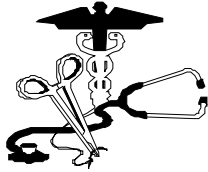
Bloomfield Hills Schools *Bloodborne Pathogens Exposure Control Plan* (“Plan”) is available in each facility for review. The plan contains details for complying with the Michigan Occupational Safety and Health Act (MIOSHA) standard concerning bloodborne pathogens. The details include job duties which have exposure to blood or other potentially infectious materials, locations of hazardous waste containers, vaccine information and forms for record keeping. In accordance with state and federal law, annual training about bloodborne pathogens is provided to *at-risk* employees whose jobs have been identified as having reasonable, potential exposure to bloodborne pathogens. An employee will be notified by the Human Resources Department if his/her position is considered “at-risk.” Such employees are given the opportunity of receiving the hepatitis B antibody screening to assess the need for the hepatitis B vaccination, and to be vaccinated with the hepatitis B vaccine at no cost to the employee. No vaccination will be provided to an at-risk employee who has completed the hepatitis vaccination series, tested positive for adequate antibodies, or has a medical condition which negates the need or benefit of hepatitis B vaccination.

If an employee is exposed to blood or other potentially infectious materials, this incident must be reported to the supervisor immediately. The employee will be provided the necessary medical care, including the vaccine, if recommended by the health care practitioner.

### References:

Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030, et. seq.

Michigan Occupational Safety and Health Administration (MIOSHA) Bloodborne Infectious Diseases Regulations, Michigan Rule 325.7001 – 70018.



In the event an employee is injured in a work-related accident or receives a work-related injury, the employee must follow the procedures outlined below:

1. Immediately report the injury/accident to the supervisor. If the supervisor is not available, the injury/accident should be reported to another supervisor or to the benefits coordinator in the Human Resources Department.
2. An **Employee Accident Report** form is to be completed in its entirety and requires the employee's signature in his/her own handwriting. Following completion, the form is to be submitted to the employee's supervisor within five (5) working days following the injury/accident.
3. If medical treatment is needed, authorization for treatment must be obtained from the Human Resources Department. You must then report to the authorized district medical clinic:

**Emcura Medical**  
**4050 West Maple Road, Suite 101**  
**Bloomfield Hills, MI 48301**  
**248.885.8211**

This initial treatment and follow-up exams must be obtained at the authorized district medical clinic for the first twenty-eight (28) days following the injury/accident. If, during the first twenty-eight days, treatment is obtained from a health care provider other than the authorized medical clinic, the employee may be responsible for any charges incurred.

For life-threatening injuries or accidents outside of normal business hours:

**St. Joseph Mercy Hosipital  
44405 Woodward Avenue  
Pontiac, Michigan, 48341  
245-858-3000**

4. All billings related to the injury/accident are to be sent directly to:

Benefits Coordinator  
Bloomfield Hills Schools  
Administrative Services Office  
7273 Wing Lake Road  
Bloomfield Hills, MI 48301  
248/341-5431

5. Employees must have his/her health care provider complete the *Physician's Release to Return to Work* form, indicating the diagnosis, current treatment, follow-up treatment and the length of time the employee is expected to be off work. It is to the employee's advantage that all items of concern related to the injury/accident be in writing.
6. Workers' Compensation benefits will be paid according to the state of Michigan Workers' Disability Compensation Act and, if applicable, the master agreement between the employee's bargaining unit and the Bloomfield Hills Schools Board of Education.

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



Bloomfield Hills Schools is a participant in the Employee Assistance Service which is available to provide personal and family counseling services to all employees of the school district. Services are provided in a private, confidential setting. Both state and federal statutes prohibit disclosure to anyone that employees are seeking services. Some of the areas in which EAS can help are: marital problems, difficult parent/child relationships, adult stress, alcohol and substance abuse, divorce adjustment, aging parents, financial and legal problems. Should an employee need services other than those offered by EAS, a counselor will provide referrals to insure the employee receives necessary services. The initial consultation with an EAS counselor is provided at no cost to the employee.

If you need help or want more  
information, call 1-800-969-6162

**IF YOU NEED A LEAVE  
OF ABSENCE**

**SECTION 7**

## **Vacation, Leave Days And Leaves of Absence**

## **Section 7.1**

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Bloomfield Hills Schools provides leave days and paid vacation days for eligible regular and full-time employees. Employees should refer to their collective bargaining agreement, individual contract or conditions of employment to determine how such vacation and leave days may be utilized.

### **Use of Personal Days:**

Personal days may not be used for extended vacations. Accordingly, personal days cannot be utilized on a day immediately before or after a holiday, vacation or beginning or end of the school year. Leave days must be requested in advance and are subject to the approval of the supervisor and the human resources department.

The attached Temporary Leave Request form (7.1(2)) should be used to request the use of personal days. The forms are available in the office of the building where you are assigned or through the human resources department.

**Vacation, Leave Days  
And Leaves of Absence**

**Section 7.1(2)**



**TEMPORARY LEAVE REQUEST**

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**NOTE:** It is the responsibility of each individual to be aware of the number of leave days available for use. Process all leave requests as defined below.

Leave Dates Requested: \_\_\_\_\_

Leave Category (identify type of day requested): \_\_\_\_\_

Reason or Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

1. Administrative & instructional staff requests must be forwarded to the Human Resources Department for approval. The supervisor's signature in this case verifies only that the supervisor is aware of the employee's request.
2. All requests for non-compensable leave shall be forwarded to the Human Resources Department for approval. This form is **NOT** to be used for Family Medical Leave.
3. All other staff, except for non-compensable leave requests, need only have the authorization of their supervisor. The request does not need to be forwarded to the Human Resources Department for prior approval.



## Family and Medical Leave

## Section 7.2

In accordance with the Family and Medical Leave Act (FMLA), eligible employees will be provided with up to twelve weeks of unpaid leave each year for family medical or personal medical purposes. Employees who have worked at least 12 months and have accumulated at least 1,250 hours during the preceding 12 months are eligible for FMLA leave. Eligible employees may request FMLA unpaid leave of absence for up to 12 weeks for the following reasons:

- the birth of a child to the employee
- the adoption of a child by the employee
- a child has been placed with the employee for foster care
- to care for the spouse, child or parent of the employee if the spouse, child or parent has a qualifying serious health condition
- a qualifying serious health condition that makes the employee unable to perform his/her job duties
- for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent
- An eligible employee who is a covered service member's spouse, child or parent or next of kin, may also take up to 26 weeks of FMLA Leave in a single 12 month period to care for the service member with a serious injury or illness

The request for the leave must be in writing and should be presented to the Director for Human Resources and Payroll at least 30 days in advance of the requested departure date, when applicable. Employees requesting the leave for health reasons must provide medical certification of the need for the leave and the probable duration of the leave.

Employees are required on commencing the FMLA leave, simultaneously, to take any paid leave days for which they are eligible in accordance with collective bargaining agreements, contracts and conditions of employment. The employee may **elect** to substitute accrued **vacation days** for unpaid leave. If an employee is on leave due to disability or workers' compensation, the leave will be credited against the employee's FMLA leave entitlement.

Bloomfield Hills Schools will continue group health coverage for those employees who are covered under the District's medical insurance at the time of the leave, but if the employee fails to return to work following the leave, he/she may be required to repay the insurance premiums paid by the District on behalf of the employee during the leave. Employees on unpaid family leave will not continue to accumulate service time or benefits while on leave.

Regulation governs the use of family and medical leave and begins on the next page.

Reference:

The Family and Medical Leave Act of 1993, 29 USC 2611, et. seq.

### 1. PURPOSE

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

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

### 2. DEFINITIONS

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

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

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

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

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

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

1. Has a disability as defined by the ADA;
2. Is incapable of self-care due to that disability;
3. Has a serious health condition; and
4. Is in need of care due to the serious health condition

E. **"Next of Kin of a Covered Service Member"** means the nearest blood relative *other* than a spouse, parent, son, or daughter, in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.

F. **"Military Family Leave"** means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:

- (1) **"Military Caregiver Leave."** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- (2) **"Qualifying Exigency Leave."** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.

G. **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform the essential functions of his/her job and involves:

- (1) inpatient care (an overnight stay);
- (2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

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

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

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

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

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

### 3. GENERAL

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

demonstrated that the employee did not work the requisite hours during the 12-month period.

- B. Eligible employees may use FMLA leave for one or more of the following reasons:
- (1) The birth of a child and care for a newborn;
  - (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;
  - (3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;
  - (4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or
  - (5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
- C. An eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for a purpose which qualifies for a leave under the FMLA policy. As identified in Section 2.F.(1), an eligible employee may take up to 26 weeks "Military Caregiver Leave" measured from the first day the military-related leave commences during a single 12-month period.

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

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

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

#### 4. **NOTICE**

- A. ***Notice by Employee.*** The employee shall give notice for FMLA leave according to the following:
- (1) When the need for FMLA is *foreseeable* (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) 30-days notice is required. If the employee fails to give 30-days notice with no reasonable

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

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

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

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

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

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

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

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

## 6. **MEDICAL CERTIFICATION**

- A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical

certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.

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

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

## **7. INTERMITTENT/REDUCED LEAVE SCHEDULE**

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

## **8. BENEFITS**

- A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An



employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.

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

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

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

9. **RETURN TO WORK**

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

10. **KEY EMPLOYEES**

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

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

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

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

## **11. FAILURE TO RETURN FROM LEAVE**

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

## **12. FORMS**

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

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

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

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

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

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

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

If an employee is called to serve on jury duty, he/she must notify the Payroll Office within 24 hours after receipt of the notice and provide the Payroll Office with a copy of the jury summons. Regular full-time and part-time employees who serve on jury duty will continue to receive the regular daily wage for each day the employee reports for or performs jury duty, provided the employee would have normally been scheduled to work on such days. The time spent on jury duty will not be deducted from the employee's accrued leave days.



Unless otherwise provided in the applicable collective bargaining agreement or conditions of employment, employees who are not considered regular full-time and part-time employees will be granted time off for jury duty but will not be paid by Bloomfield Hills Schools for days served as a juror.

To be eligible for jury duty pay, the employee must furnish the Payroll Office with written verification of any pay received from the court and the dates that jury duty service was performed. The employee must also provide a check or money order payable to Bloomfield Hills Schools for the full amount of the jury fee paid, excluding any mileage or travel fees. Payment will be made as provided in the applicable collective bargaining agreement or conditions of employment.

Employers are required by law to allow regular employees temporary leaves of absence without pay for military leave. Additionally, employees who enter active military duty, either voluntarily or involuntarily, are entitled to re-employment rights if the active duty does not exceed four (4) years, plus any time that the person was unable to obtain orders relieving him/her from active duty, or if the active duty is extended by federal request. Employees must be returned to the same positions they held at the time they left or positions that are substantially similar in status, pay and seniority that they would have held if the military had not interrupted their career. They are considered as having been on leave of absence. Additionally, they are not to be discharged from their employment without cause within one year after restoration of re-employment.

### **Military Leaves**

Employees who are called into military service will be granted time off to satisfy these obligations. Employees who require a leave should inform their supervisor and the Human Resources Office as soon as orders are received.

**PROFESSIONAL  
CONSIDERATIONS**

**SECTION 8**

## **Attendance**

## **Section 8.1**

Regularity of attendance and punctuality is essential to the orderly performance of our work. As an employee, you are expected to be punctual and regular in your attendance. When you are absent or late for work, your work must be performed by others just as you must perform their work when they are absent.

You are expected to report to work on time and be prepared to start work at your regular 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.

It is important that when you may be absent or late in your arrival you notify your supervisor as soon as possible before you are expected to arrive to work but no later than one hour before your normal scheduled starting time. (If your building or department has specific reporting requirements, please follow these requirements). In all cases where you may be absent or tardy, you must provide your supervisor with an explanation. Whenever possible, you must also inform your supervisor of when you will arrive or return to work. Absent extenuating circumstances, you must call in on any day you are scheduled to report and will not be able to report.

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.

If you fail to report to work without any notification to your supervisor for a period of three days or more, we will consider that you have voluntarily terminated your employment.

Staff are required to report absences for half day or more directly to AESOP (automated employee absence management system) or its equivalent, as soon as they are aware of their unavailability for work. Staff may also be required to report to their home location and should check with their direct supervisor regarding individual policies. Absences should be reported a minimum of two hours prior to start time, to assist in proper coverage when needed and for Personal Day requests, two days' notice is required.

## **Dress Code**

## **Section 8.2**

All District 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.



## **Hiring and Placement of Family Members**

## **Section 8.3**

- A. Sons, daughters, brothers, sisters (including in laws), spouses, parents, and grandparents may not be hired to work in the same building. This does not include existing placements or people who marry after being employed by the District.
- B. Sons and daughters of staff members may not be placed in the District for student teaching. The Superintendent may waive this regulation for student teaching assignments in critical shortage areas.
- C. Staff members may not be hired or placed in positions where a relative (as defined in Section A above) has supervisory responsibilities over another relative.
- D. Summer employment is exempt from this regulation.

## **Non-School Activities of School District Personnel**

## **Section 8.4**

The personal life of staff members shall be the concern of, and warrant the attention of, the Board of Education only as it may directly prevent the employee from properly performing assigned functions during duty hours or violate local, state, national or common law, or be prejudicial to effective performance on the job.

Employees shall not at any time engage in any employment that would make time and/or energy demands upon the individuals which could interfere with their effectiveness in performing their regular assigned duties, would compromise the school system, would adversely affect their employment status or professional standing, or would in any way conflict with assigned duties.

Employees shall not engage in any other employment or in any private business during the hours necessary to fulfill appropriate assigned duties.

Staff members shall not participate in any activity for which they receive financial remuneration wherein their position as an employee of the Bloomfield Hills Schools is used or could be interpreted as being used to sell or promote the sale of goods or services to the pupils or patrons of the Bloomfield Hills Schools.

Employees shall not engage in work of any type wherein the source of information concerning customer, client, or employer originates from any information obtained through the Bloomfield Hills Schools.

## **Solicitation of Students**

## **Section 8.5**

Recognizing that both students and staff are potential audiences for collecting certain information or for raising money for outside organizations, commercial enterprises, and individuals, the Board of Education shall strive to safeguard the students and their parents from money-raising plans of outside organizations and individuals and to limit the collecting of information by questionnaires by outside individuals and community groups.

Outside organizations shall not be permitted to advertise events through the school or use the children to sell tickets except those generally school-sponsored or school-approved parent-teacher activities and the United Way. No undue pressure will be placed on individual students to either solicit or contribute to any activities. All information, advertising, tickets, and other materials must carry the name of the sponsor.

Unless developed by a district teacher as an integral part of the specific teaching unit or by an administrator as a specific part of the school district's program, no surveys will be taken or questionnaires administered to either students or staff unless the instrument is approved in advance by the Superintendent or designee. A copy of the survey instrument and of the results shall be provided to the Superintendent of Schools, and no public release of results nor shall interpretation thereof occur without written approval of the Board of Education.

## **Staff Political Activities**

## **Section 8.6**

The Board of Education recognizes that staff members of the Bloomfield Hills Schools have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office.

A staff member who is campaigning as a candidate for, or holding a public office, shall not use school district facilities, equipment, or supplies or involve the District or District personnel during the work day; or to encroach on the work day.

## **Electronic Information Access and Use**

## **Section 8.7**

A major goal of the Bloomfield Hills School District is to prepare today's students and staff for life in the 21<sup>st</sup> century and to insure a technologically literate citizenry and a globally competitive work force. It is the policy of the district's Board of Education to provide students, staff, volunteers and other authorized users access to the district's technology resources, including its computers and network resources, in a manner that encourages responsible use.

The District encourages and strongly promotes the use of electronic information technologies in educational endeavors. The District provides access to information resources in a variety of

electronic formats and for the development of information management skills, including the skill of discerning the validity and value of such information. Together, these allow learners to access current and relevant resources, provide the opportunity to communicate in a technologically rich environment, and assist them to become responsible, self-directed, life-long learners.

The District, however, expects the staff and students to conform to ethical and legal standards in the use of technology and to demonstrate knowledge and responsibility in the use of resources, processes and systems of technology. All users of Bloomfield Hills Schools technology will comply with the terms of Regulation which governs the use of such technology.

It is also the policy of the Board to comply with the Children's Internet Protection Act (CIPA). As required by CIPA, the Board directs the district's administration to monitor minors' online activities and use technology protection measures to block adult and minors' access to visual depictions that are obscene, that constitute child pornography or that are "harmful to minors" when using district computers with Internet access. The term "harmful to minors" means any picture, image, graphic image file or other visual depiction that (1) taken as whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion; (2) depicts, describes or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political or scientific value as to minors. The technology protection measures may be disabled by an authorized staff member, during adult use, to enable access to bona fide research or for other lawful purposes. Furthermore, the district will:

1. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and in chat rooms and cyberbullying awareness and response.
2. Restrict minors' access to materials that are inappropriate for minors.
3. Prohibit unauthorized access, including so-called "hacking," and other unlawful activities by minors online.
4. Prohibit the unauthorized disclosure, use and dissemination or personal identification information regarding minors.
5. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

## **Electronic Information Access and Use Regulation      Section 8.7 (2)**

All users of Bloomfield Hills Schools technology will comply with the terms of this regulation governing the use of such technology.

### **Users**

All account holders on the District network are users and will be granted access to all network services upon receipt by the system administrator of acknowledgment of the policies set forth in this Electronic Information Access and Use Policy in the attached form. The following people may hold accounts on the District network:

- a. *Students.* Students who are currently enrolled in the District may be assigned a network account upon agreement to the terms of this Electronic Information Access and Use Policy.
- b. *Faculty and Staff.* Current employees of the District may be assigned a network account upon agreement to the terms of the Electronic Information Access and Use Policy.
- c. *Others.* Anyone may request assignment of a special account on the District network. These requests will be considered on a case-by-case basis, which will take into account need and resource availability.

### **District Rights and Responsibilities**

The District is responsible for the management of the structure, hardware and software<sup>1</sup> used by the District to allow access to information technologies for educational purposes. These include:

- a. Assigning and removing user accounts
- b. Maintaining and repairing District equipment<sup>2</sup>
- c. Selecting software for the network
- d. Establishing this Electronic Information Access and Use Policy
- e. Providing resources to support the District's goals, and
- f. Providing training opportunities for use and application of information technologies, including training and information on new technologies, software and media as they are acquired and put into use in the District

### **Electronic Information Access and Use**

The District has the right to review and edit all publicly posted material and may remove any content that it finds to be objectionable or not in support of the District's goals. Nevertheless, because the District cannot comprehensively monitor the content of the equipment, the District is not responsible

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<sup>1</sup> "Software" means computer programs in any form and related print and non-print resources.

<sup>2</sup> "District equipment" includes, but is not limited to, computers, disk drives, printers, scanners, networks, Internet sites, software, video and audio recorders, cameras, photocopiers and facsimile machines, phones and e-mail accounts and related electronic resources.

for unauthorized actions or resources.

The District does not warrant that the equipment meets any specific requirements or that it will be error free. The District hereby **disclaims liability for any direct, indirect, incidental or consequential damages, including lost data, information, or time, sustained or incurred in connection with the use operation, or inability to use the equipment. The District shall have no liability for any cause or action or other claim arising from the use of the equipment, whether from authorized or unauthorized uses.**

### **Rights of Users**

The use of the District equipment is a privilege which may be revoked by the District pursuant to this Electronic Information Access and Use Policy.

Users have the right:

- a. To use authorized equipment for which they have received training to facilitate learning and to enhance educational information exchange, and
- b. To use the authorized equipment to access information from outside resources that facilitate learning and enhance educational information exchange.

Users have the conditional right to subscribe to Internet listservs and news groups that facilitate learning and enhance educational information.

### **Responsibilities of Users**

Users are responsible for:

- a. Using the equipment only for facilitating learning and enhancing educational information exchange consistent with the goals of the District. Use of the equipment for private business, product advertisement, political lobbying, unauthorized entry into other computer systems, or for making any financial commitments is strictly prohibited.
- b. Attending appropriate training sessions in the use and care of the equipment.
- c. Adhering to rules established from time-to-time by the District for the use of the equipment.
- d. Observing and maintaining privacy of passwords.
- e. Using only approved, contamination-free software that is properly purchased. Users are advised that unauthorized use of software may violate the copyright laws of the United States, that they are strictly prohibited from using any software in connection with District equipment unless such use is authorized by the copyright owner and such authorization is fully documented in accordance with standards established from time to time by the system administrator. Users are advised to use extreme care in the transfer of files to avoid contamination of the system with viruses and that they will be held responsible for damages to the equipment resulting from inappropriate

transfer of files.

- f. Obtaining the approval of the system administrator prior to subscribing to any listserv or news group.
- g. Maintaining the integrity of the equipment, including the electronic mail (e-mail) system, reporting violations of privacy and making only those contacts that facilitate learning and enhance educational informational exchange. Use of the equipment to make discriminatory or harassing statements, vulgarities, obscenities or disparaging comments, including the transmission of pornography, is strictly prohibited. Each user agrees to delete diligently old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space. Each user authorizes the District to delete mail messages at such intervals as the District may deem necessary or desirable from time to time, and the District shall not be liable for any such deletion.

## **Privacy**

Users acknowledge:

- a. That there is no expectation of privacy in the use of the equipment. The District reserves the right to retrieve and review any message composed, sent, received or stored through the use of the equipment.
- b. That all passwords and encrypted information are the property of the District. Users may not use a password that has not been assigned to that user by the system administrator.
- c. That the District reserves all rights to material contained in the equipment and may remove any information that the District, in its sole discretion, deems inappropriate or unauthorized.

## **Consequences of Inappropriate or Unauthorized Behavior**

Users are liable for all consequences, including any monetary damages, resulting from unauthorized use of the equipment or failure to comply with this Electronic Information Access and Use Policy.

The system administrator may, in his/her sole discretion, revoke the privileges and close the account of any user who fails to comply with any provision of this Electronic Information Access and Use Policy.

Users violating this Electronic Information Access and Use Policy may be subject to additional disciplinary action in accordance with District disciplinary policies and guidelines.

## **Acknowledgment Electronic Information Access and Use**

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### **Acknowledgment Electronic Information Access and Use**

I, \_\_\_\_\_, hereby apply for access to the Bloomfield Hills Public Schools network services. I confirm that I have read and understand the attached Electronic Information Access and Use Regulation and agree to be responsible for and abide by the terms of this agreement. I understand that should I commit any violation, my privileges may be revoked and that school disciplinary or legal action may be taken.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Use of District Property**

## **Section 8.8**

Use of District equipment or property for personal purposes is prohibited. However, instructional and administrative staff members may remove district equipment or property from district premises when the removal is for a legitimate District purpose and provided that the individual removing the property has received written permission for removal signed by the administrator or designee in charge of the building or department in which the equipment is located.

In the event a building or department administrator requests the use of district property off District premises, written approval shall be requested of the individual's immediate supervisor.

## **School Property Supplied to Employees**

## **Section 8.8 (A)**

Bloomfield Hills Schools supplies equipment, tools and technology related items to employees to use on the job. Such items remain the property of the Bloomfield Hills School District and are not to be used for personal projects. The employee is responsible for the loss or damage of Bloomfield Hills Schools owned property due to the employee's negligence. All property provided to the employee must be returned to Bloomfield Hills Schools in the same condition as when it was received.

If property is worn or damaged through normal use, the employee should return it to his/her supervisor for replacement.

If your employment with Bloomfield Hills Schools terminates, you must return all school district-owned property at the time of termination.



District employees are reminded of their legal obligation, by law and District policy, to report suspected child abuse or neglect to the appropriate authority.

Under the Michigan Child Protection Law, MCLA 722.621: A **school administrator, school counselor, teacher, social worker, psychologist or child care provider** who has reasonable cause to suspect child abuse or neglect must immediately by telephone or otherwise, make an oral report of suspected child abuse or neglect to the Family Independence Agency. MCLA 722.623(1). The identity of the reporting person is generally confidential. Any person acting in good faith in making such a report, cooperating in an investigation, or assisting in any other requirements of the Act, is immune from civil or criminal liability. The law reads as follows:

Act No. 238, Public Acts of 1975

*Sec. 3(1) A physician, coroner, dentist, registered dental hygienist, medical examiner, nurse, a person licensed to provide emergency medical care, audiologist, psychologist, marriage and family therapist, licensed professional counselor, certified officer, or regulated child care provider who has reasonable cause to suspect child abuse or neglect shall make immediately, by telephone or otherwise, an oral report, or cause an oral report to be made, of the suspected child abuse or neglect to the department. Within 72 hours after making the oral report, the reporting person shall file a written report as required in this act. If the reporting person is a member of the staff of a hospital, agency, or school, the reporting person shall notify the person in charge of the hospital, agency, or school of his or her finding and that the report has been made, and shall make a copy of the written report available to the person in charge. One report from a hospital, agency, or school shall be considered adequate to meet the reporting requirement. A member of the staff of a hospital, agency, or school shall not be dismissed or otherwise penalized for making a report required by this act for cooperating in an investigation."*

While the Child Protection Law reporting requirements apply to only school administrators, counselors, teachers, social workers, psychologists and child care workers, **it is the District's expectation that any employee, regardless of position, who has reasonable cause to suspect child abuse or neglect will immediately report it to his or her supervisor or other district administrator.** This policy is applicable regardless of whether the person suspected of abuse or neglect is another District employee. The District also expects and requires that you will report your suspicion immediately. Your failure to do so can compromise the subsequent investigation of any incident to the possible detriment of either student or co-employee.

### **District Procedures for Suspected Child Abuse or Neglect:**

1. **School personnel specifically named in the Child Protection Law (nurse, psychologist, social worker, school administrator, school counselor and child care provider) are responsible for reporting suspected child abuse or neglect and must report same to the Family Independence Agency immediately. All District employees will report suspected abuse or neglect to their supervisor or building principal.**
  - a. The reporting person may notify his/her immediate supervisor prior to reporting to the Family Independence Agency and must notify his/her immediate supervisor immediately after notifying the Family Independence Agency.

- b. The reporting person must file a written report to the Family Independence Agency within 72 hours.

**2. The immediate supervisor (or his/her designee) must:**

- a. Verify that a written report has been made to the Family Independence Agency within the 72 hour time limit.
- b. Notify the assistant superintendent as soon as possible.
- c. Allow access to the child without parental consent of access if necessary to complete the investigation or to prevent abuse or neglect of the child.
- d. Involve the social worker and other appropriate personnel to work on the case.

The State of Michigan requires reports of all cases of suspected child abuse on behalf of the children under eighteen.

In order to provide continuity and a standardized approach, the following definitions and procedures have been developed.

**Child Abuse Definition:** “Child abuse” means harm or threatened harm to a child’s health or welfare by a parent, legal guardian, or any other person responsible for the child’s health or welfare or by a teacher or teacher’s aide that occurs through non-accidental physical or mental injury; sexual abuse; sexual exploitation; or maltreatment.

**Child Neglect Definition:** “Child neglect” means harm or threatened harm to a child’s health or welfare by a parent, legal guardian, or any other person responsible for the child’s health or welfare that occurs through either of the following:

- (i) Negligent treatment, including the failure to provide adequate food, clothing, shelter, or medical care.
- (ii) Placing a child at an unreasonable risk to the child’s health or welfare by failure of the parent, legal guardian, or any other person responsible for the child’s health or welfare to intervene to eliminate that risk when that person is able to do so and has, or should have, knowledge of the risk.

**Indication of Child Abuse and Neglect:** As school personnel, the following are indications suggestive of possible abuse and neglect:

- A. Facial and bodily cuts, bruises and welts
- B. Repeated wearing of torn and dirty clothing
- C. Lack of personal hygiene
- D. Inadequate or seasonally inappropriate clothing
- E. A child who always appears to be hungry
- F. Frequent absences or tardiness
- G. Lingering coughs, colds and untreated medical problems
- H. Failure to seek appropriate care and treatment for handicaps
- I. Statements made by the child

- J. Statements made by friends and classmates of the child
- K. Inability to concentrate on school work
- L. Inappropriate classroom behavior
- M. Retardation of development for other than organic reasons

It is significant to note that, although it appears that corporal punishment meets neither definition of “child neglect,” corporal punishment could equate to “child abuse” when the deliberate infliction of physical pain, by any means, upon the whole or part of a pupil’s body results in harm to the health and welfare. Thus, reporting requirements may be activated in observed instances of corporal punishment—which is likewise prohibited by State law and Board policy. As with any other obligation you have as an employee, your failure to report abuse or neglect could carry with it possible disciplinary action and other sanctions under the State law, when applicable.

Reports of suspected or actual child abuse or neglect shall be made on the Family Independence Agency Form – 3200 which may be obtained from the school office.

## **Employer Property and Searches**

## **Section 8.10**

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Lockers, labs, classrooms, tool bins, vehicles, and (other property) are the property of the District and must be maintained according to District rules and policies. District property provided to employees must be maintained and used only for proper work related purposes, and used in an appropriate manner. The District reserved the right to inspect all District property to ensure compliance with its rules and regulations. The District will attempt to advise the employee at the time of a search or inspection, the District reserves the right to make any investigation or search without notice to the employee, and in the employee’s absence.

Prior authorization must be obtained before any District property may be removed from District premises.

# **Code of Ethics for Board of Education Members And Administrators**

**Section 8.11**

Board of Education Members and the Bloomfield Hills Schools Professional Administrators are a Leadership Team that is dedicated to the following principles of behavior in the performance of their responsibilities. Board members and administrators shall perform their duties in a manner free from conflict of interest to assure the proper performance of school business as well as to earn and keep public confidence.

## **PRINCIPLE I: COMMITMENT TO BE TRUSTWORTHY**

The Leadership Team is committed to perform their services in a manner which elicits trust from the individuals and community whom they serve using their knowledge, skills and competencies.

## **PRINCIPLE II: COMMITMENT TO EDUCATIONAL MISSION**

The Leadership Team has a common mission to implement educational programs and activities essential to the welfare of the Bloomfield Hills Community.

## **PRINCIPLE III: COMMITMENT TO BE RESPONSIBLE**

The Leadership Team is committed to responsible decision-making.

## **PRINCIPLE IV: COMMITMENT TO A PROFESSION**

The Leadership Team is committed to meet the standards of their professions. The Leadership Team will advocate, engage in and support professional development.

## **PRINCIPLE V: COMMITMENT TO SERVE OTHERS ABOVE SELF**

The Leadership Team is dedicated to improving the status and conditions of the community by serving society.

## **PRINCIPLE VI: COMMITMENT TO AVOID CONFLICTS OF INTEREST**

The Leadership Team is committed to avoiding the appearance of or the fact of conflicting interests. No member of the Leadership Team shall engage in or have financial interest in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities. To that end, members of the Leadership Team shall disclose any financial interest or benefit between themselves and/or their immediate families and any contractor or vendor who is doing business with Bloomfield Hills Schools. The Leadership team will comply with Policy.

## **PRINCIPAL VII: COMMITMENT NOT TO DIVULGE CONFIDENTIAL INFORMATION**

The Leadership Team is committed to protect information that is confidential and is acquired in the course of employment or Board service and not divulge that information in advance of the time prescribed for its authorized release to the public.

## **PRINCIPAL VIII: COMMITMENT TO BE FREE FROM INFLUENCE**

Members of the Leadership Team are committed to listen to and carefully evaluate the suggestions and

opinions of staff members, students and residents of the school district. However, members of the leadership team shall not solicit or accept a gift or loan of money, goods or services for their personal benefit which may tend to influence the manner in which the team member performs their official duties and to avoid the appearance of conflict as specified in Policy.

## **PRINCIPAL IX: DISCIPLINE OR CENSURE**

Educational administrators who violate this Code of Ethics may be subject to discipline; Board of Education members who violate this Code of Ethics may be subject to censure; a Board of Education officer may be removed from office by a majority vote of the members of the Board of Education lawfully serving.

### Legal References:

MCL 380.1267 – Competitive Bidding Requirements for Construction, Additions, Repairs and Renovations for School Buildings

MCL 380.1274 – Competitive Bidding Requirements for Procurement of Supplies, Materials and Equipment

MCL 15.342 – Standards for Public Officers and Employees

### Other References:

Joint Committee of the Michigan Association of School Boards and the Michigan Congress of School Administrator Associations

## **Conflict of Interest of Employees**

## **Section 8.12**

The objectives of this section are to maintain an impartial administration of the business of the school district and to maintain public confidence in the school district.

No employee shall engage in, or be a party to, any of the following activities:

- Situations where prejudice, bias, favoritism or personal gain is a motivating force in his/her conduct or situations, which have the appearance of impropriety.
- Disclosure or release of confidential information not otherwise available to members of the general public, in advance of the time prescribed for the release, provided, however, that this provision shall not prevent an employee from divulging or releasing confidential information regarding suspected violations of law.
- Benefiting financially from confidential information obtained by reason of his/her position.

- Using personnel resources, property or funds of the school district, except judiciously and in accordance with good business practices and administrative procedures and not for personal gain or benefit.
- Soliciting or accepting a gift or loan of money, goods, services or other things of value which tend to influence, or has the appearance of influencing, the manner in which the employee performs his/her duties.
- Engaging in or accepting employment or rendering services for a private entity when that employment or service is incompatible or in conflict with the discharge of the employee's work duties, or when that employment may tend to impair his/her independence of judgment or action in the performance of work duties.
- Engaging in any other employment or in any private business during the hours necessary to fulfill the duties of the school district position.
- Make personal sales of supplies, materials, services or equipment to students or using his/her position to influence such sales.
- Soliciting students to attend non-school district sponsored camps, travel trips special schools or other activities through which the employee will realize financial gain or advantage without approval of the Superintendent of Schools and a written "Disclaimer Statement" to the student and parent(s)/guardian(s) stating that the school district is not sponsoring, endorsing or otherwise participating in any way with the student activity.
- This Policy does not apply to tutoring. Tutoring is subject to the provisions set by Board policy and or administrative regulations.
- Administration is authorized to develop regulations in conformance with this policy.

Legal Reference: MCL 15.321 – 323

### SCHOOL ADMISSION

All students under the age of twenty enrolled in the Bloomfield Hills Schools shall be bona fide residents of the school district, with the exception of Special Education students in center programs, foreign exchange students, and those students who are permitted to enroll as non-resident tuition students in accordance with Policy. **In addition, in accordance with MCL 388.1606 (6)(l), children of District employees may also enroll in the Bloomfield Hills Schools. Employees will include individuals who are regularly scheduled with regular hours during the school year. They must be employed on fall Membership Count Day. Substitute employees are not eligible.**

Residents of the district who are twenty years old and older shall be admitted only upon approval of the Superintendent or his designee, with the exception of Special Education students. Individuals shall be admitted into Special Education programs according to the regulations established through the State of Michigan program certification.

In placing a student in a specific grade level (K-12), the school will consider not only the student's age, but his/her social and emotional maturity, academic needs and achievements, and the requests of his/her parents. Procedures will exist for the review of individual cases when it is deemed in the best interest of the student. The final authority to assign students to the District's schools resides with the Superintendent or designee.

Legal Reference: MCL 388.1606(6)(l)

**IF YOU HAVE A PROBLEM**

**SECTION 9**



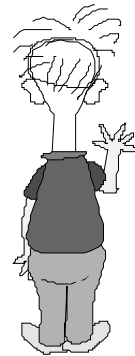
It is the school District's desire to provide good working conditions and maintain harmonious working relationships among employees, as well as between employees and management. In order to correct any work-related problems, we must be fully informed about them. You are encouraged to discuss concerns or suggestions with your supervisor. If the supervisor cannot adequately address the situation, you are encouraged to discuss the problem with his/her supervisor, the applicable manager, director, assistant superintendent, on up to the superintendent.

If you are covered by a collective bargaining agreement (CBA), please refer to the applicable grievance procedure contained in the CBA.

**IF YOU LEAVE OUR  
EMPLOYMENT**

**SECTION 10**

As a matter of courtesy, employees who desire to leave Bloomfield Hills Schools are expected to give at least 14 calendar days notice in writing. An employee shall be paid earned salary to the date of which employment terminates. Employees whose employment is terminated by the school district, and resigning employees who give the requested notice, will be paid for accumulated but unused vacation. Resigning employees who fail to give the requested notice may not be paid accumulated vacation. Terminating employees will not receive pay in lieu of time off for accumulated, unused sick or personal time unless this benefit is provided by a collective bargaining agreement or conditions of employment, and the employee provides the required notice of termination.



The employer's contributions to insurance plans will be made through the end of the month in which termination occurs.

### Resignation Procedures

1. Employee should submit a written resignation to be placed in his/her personnel file.
2. The employee must return all office keys, security cards, credit cards (i.e., Costco) and other property of the District.

## **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

### **Section 10.2**

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Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), individuals who are enrolled in the District's medical insurance plan at the time of their layoff, termination or approved leave of absence may be eligible to continue coverage, at their own expense, under the group plan, for a minimum of eighteen (18) months following separation from employment. The cost will be 102 percent of the district's premium. The individual will receive written notification of their COBRA rights within thirty (30) days of separation from employment.

See the Executive Manager of Human Resources & Payroll for details.

# Initial COBRA Notification to Employees and Dependents

**(If Applicable)**

**Section 10.3**

Next Generation Enrollment

COBRA Administration

PO Box 527

Ada, MI 49301

COBRA Administration

PO Box 527

Ada, MI 49301

06/29/2011

John Doe and Covered Dependents (if any)

123 Main St.

Grand Rapids, MI 49506

Dear Mr. Doe and Covered Dependents (if any):

## **CONTINUATION COVERAGE RIGHTS UNDER COBRA**

### **Introduction**

You are receiving this notice because you have recently become covered under Default Group's benefit plan(s). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage.

This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

# **Initial COBRA Notification to Employees and Dependents**

**(If Applicable)**

**Section 10.3**

The Plan Administrator is:

Default Group

PO Box 527

Ada, MI 49301

## **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in the notice. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happen: either one of the following qualifying events happen:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

1. The parent-employee dies
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the plan as a “dependent child.”

# **Initial COBRA Notification to Employees and Dependents**

**(If Applicable)**

**Section 10.3**

## **When is COBRA Coverage Available?**

The plan will offer COBRA continuation to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event. In addition, if the Plan provides retiree health coverage, then commencement of a proceeding in a bankruptcy with respect to the employer is also a qualifying event where the employer must notify the Plan Administrator of the qualifying event.

## **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to:

Default Group  
PO Box 527  
Ada, MI 49301

## **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin either (1) on the date of the qualifying event or (2) on the date that Plan coverage would otherwise have been lost, depending on the nature of the Plan.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally

## **Initial COBRA Notification to Employees and Dependents**

**(If Applicable)**

**Section 10.3**

lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. This notice should be sent to:

Default Group  
PO Box 527  
Ada, MI 49301 MI 49301

### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to:

Default Group  
PO Box 527  
Ada, MI 49301

### **Trade Act of 2002**

If you qualify for Trade Adjustment Assistance (TAA) as defined by the Trade Act of 2002, then you will be provided with an additional 60-day enrollment period, with continuation coverage beginning on the date of such TAA approval.

### **If You Have Questions**

If you have questions about your COBRA continuation coverage, you should contact Matt Shearer or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).



## **Initial COBRA Notification to Employees and Dependents**

**(If Applicable)**

**Section 10.3**

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **Plan Contact Information**

Default Group

PO Box 527

Ada, MI 49301

Sincerely,

COBRA Administration

Next Generation Enrollment

# Initial COBRA Notification to Employees and Dependents

**(If Applicable)**

**Section 10.3**

Next Generation Enrollment  
COBRA Administration  
PO Box 527  
Ada, MI 49301

06/29/2011

John Doe and Covered Dependents (if any):  
123 Main St.  
Grand Rapids, MI 49506

---

Dear Mr. Doe and Covered Dependents (if any):

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) includes some provisions that may affect decisions you make about your participation in the Group Health Plan under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). These provisions are as follows:

1. Under COBRA, if the qualifying event is a termination or reduction in hours of employment, affected qualified beneficiaries are entitled to continue coverage for up to 18 months after the qualifying event, subject to various requirements. Before HIPAA, this 18-month period could be extended for up to 11 months (for a total COBRA coverage period of up to 29 months from the initial qualifying event) if an individual was determined by the Social Security Administration, under the Social Security Act, to have been disabled at the time of the qualifying event and if the plan administrator was notified of that disability determination within 60 days of the determination and before the end of the original 18-month period. Under HIPAA, if a qualified beneficiary is determined by the Social Security Administration to be disabled under the Social Security Act at any time during the first 60 days of COBRA coverage, the 11-month extension is available to all individuals who are qualified beneficiaries due to the termination or reduction in hours of employment. The disabled individual can be a covered employee or any other qualified beneficiary. However, to be eligible for the 11-month extension, affected individuals must still comply with the notification requirements in a timely fashion.
2. A child that is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the employer's group health plan(s) and the requirements of Federal law, these qualified beneficiaries

## **Initial COBRA Notification to Employees and Dependents**

**(If Applicable)**

**Section 10.3**

can be added to COBRA coverage upon proper notification to the Plan Administrator of the birth or adoption.

3. HIPAA restricts the extent to which group health plans may impose pre-existing condition limitations.
4. If you were covered by a group health plan(s) prior to your employment with us, your previous employer their insurance carrier should have provided you with a Certificate of Creditable Coverage, a form required by the HIPAA law that describes the health coverage you and your dependents, if any, have or had, and the dates you were covered. IF YOU HAVE NOT RECEIVED A CERTIFICATE OF CREDITABLE COVERAGE AND ARE ENTITLED TO ONE, PLEASE CONTACT YOUR FORMER EMPLOYER. Once you deliver the Certificate of Creditable Coverage to us, you are exempt from any pre-existing condition exclusions in our group health plan(s), provided you had twelve months of creditable coverage (eighteen months if a late enrollment) and have not had more than a sixty-three-day gap in coverage.

Under COBRA, your right to continuation coverage terminates if you become covered by another employer's group health plan that does not limit or exclude coverage for your pre-existing conditions. If you become covered by another group health plan and that plan contains a pre-existing condition limitation that affects you, your COBRA continuation coverage cannot be immediately terminated. However, if the other plan's pre-existing condition rule does not apply to you by reason of HIPAA's restrictions on pre-existing condition clauses, the employer's group health plan(s) may terminate your COBRA coverage.

If you have any questions about COBRA, or if you have changed marital status, or you or your spouse have changed addresses, please contact Next Generation Enrollment at 888-266-1732.

**ACKNOWLEDGMENT OF  
HANDBOOK**

**SECTION 11**

**Acknowledgment**

**I acknowledge that I have received and agree to read this Handbook.**

Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_