



**MONROE COUNTY
INTERMEDIATE SCHOOL DISTRICT**

**Head Start and Early Head Start Employee
Handbook**

April 2023

INTRODUCTION

Welcome to the Monroe County Intermediate School District (MCISD/ISD) family. The information you are about to read will help you get to know us. It will also be useful information for you in the months and years to come.

This Handbook includes policies and guidelines applicable to you as an employee of the Monroe County Head Start/Early Head Start Program. The Handbook does not contain all of MCISD's policies and guidelines. Please visit <https://go.boarddocs.com/mi/monroeisd/Board.nsf/Public?open&id=policies> for all MCISD policies and guidelines.

This handbook is not a contract and does not confer any rights or benefits beyond what is enumerated in the handbook. The handbook is not a comprehensive and definitive statement of employment and conditions and Board policy. It is intended as a general reference guide. Any and all statements and procedures are subject to unilateral change in whole or in part by the District at any time.

All forms mentioned in this Handbook can be found online at www.monroeisd.us under "Staff Info". Click on "Forms" for the appropriate form.

BOARD OF EDUCATION

Dale DeSloover, President
Renee Larzelere, Vice-President
Paul Miller, Secretary
Russell Bless, Treasurer
Dr. Barry Martin, Trustee

ADMINISTRATIVE STAFF

Stephen McNew, Ed.D. Superintendent
Rachel Kopke, Ph.D., Assistant Superintendent for Special Education and Early
Childhood Services
Lisa Montrief, Assistant Superintendent for Curriculum and Instruction
Josh Dyer, Assistant Superintendent for Business and Administrative Services
Eric Feldman, J.D., Assistant Superintendent for Human Resources and Legal
Counsel

Monroe County Intermediate School District Mission

It is the MCISD's mission to prepare today's students for tomorrow's world.

In pursuit of this mission, the MCISD will...

- champion quality educational opportunities for learners of all ages, aspirations, and abilities
- provide leadership in the development of educators, educational programs, and learning priorities
- collaborate with educators and community members in Monroe County
- use research to initiate educational change

Monroe County Intermediate School District Vision

It is the MCISD's vision to help every student succeed.

The MCISD will pursue this vision by...

- creating enthusiasm for learning
- collaborating with and supporting local school districts
- partnering with parents, business leaders, and others
- capitalizing on educational advances and discoveries
- nurturing ideas and encouraging innovation

ABOUT US

The Monroe County Intermediate School District (MCISD/ISD) is the regional educational agency for this portion of the State of Michigan. The MCISD is comprised of nine constituent public school districts, two charter schools, and 15 non-public schools.

Serving as a link between local districts and the Michigan Department of Education, the MCISD connects Monroe County youth -- from birth through age 26 -- with specialized education services and resources in schools and community settings throughout the area.

In addition to special education services provided in students' home districts, the MCISD operates the Monroe County Educational Center for children with complex developmental disabilities, the Monroe County Transition Center for secondary students with disabilities who polish their personal living and employability skills in real-life settings, and Holiday Camp, which is a summer program that offers enrichment and respite activities for students. The MCISD also provides academic programming for students in the juvenile justice system at the Monroe County Youth Center.

MCISD also operates a Middle College. Students enter the Monroe County Middle College in the 9th grade with a comprehensive curriculum that will culminate with award of a high school diploma upon graduation. Students in the program also have the opportunity to earn up to 60 transferable college credit hours or an associate's degree and/or a certificate in the field of health science.

The Monroe County Middle College started on September 8, 2009, with an initial cohort of 38 ninth grade students. As these students matriculate yearly another group of 40-60 9th graders will be accepted. Features of the school include small school setting with all Middle College instruction by highly qualified Michigan certified teachers. Dual enrollment classes are taken at MCCC and taught by MCCC staff members or adjunct professors. Students also have contact with professional staff members from Mercy Memorial Hospital System

MCISD also operates the Early Head Start and the Head Start Program for Monroe County. Early Childhood Education includes Early Head Start, Early On and Early Intervention and is designed for children 0-3 years of age. The majority of the services in Early Childhood Education are provided in the home. The Head Start Program is a center-based preschool program with classrooms throughout county schools.

Additionally, the MCISD collaborates with a wide range of community agencies and service organizations to develop strategies that address school safety, early childhood development and nurturing, substance abuse prevention, and other social issues that affect students, their families, and our community at large.

The MCISD offers professional development opportunities to educators throughout the year, providing presenters and forums in which teachers, administrators and classroom personnel can explore the best practices and emerging strategies that take learning to the next level of excellence.

MAP OF THE RAISINVILLE ROAD CAMPUS

You will find a map of the buildings and parking on the Raisinville Road campus on the next page. The buildings are:

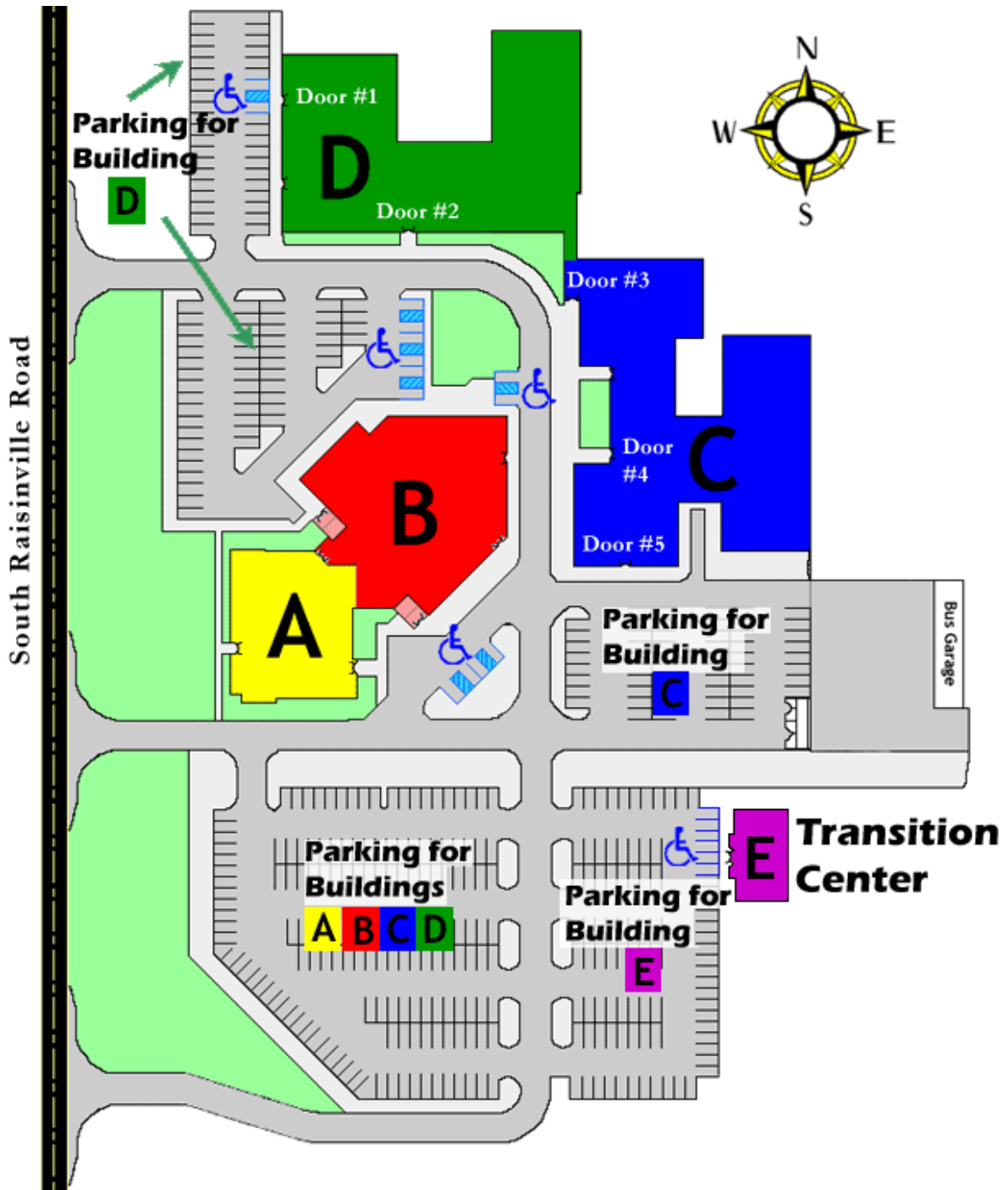
- Building A: Administration Building
 - Superintendent Office
 - Communications
 - Human Resources Department
 - Business Department
 - IT Department
 - Transportation/Custodial Department
 - Food Service
 - Lake Erie Room
 - Lotus Room
 - Pointe Moulliee Room

- Building B: Professional Development Center
 - Curriculum and Instruction Department
 - Instructional Resource Technology Center
 - River Raisin Rooms 1-4
 - Banner Oak Room
 - Bridge School Room
 - Computer Labs

- Building C: Educational Center
 - Center based school for students with severe impairments aged 0-26

- Building D: Special Education Service Center
 - Special Education Directors
 - Itinerant Staff offices
 - YOP Program
 - Early Childhood Services

- Building E: Transition Center
 - Center based program for high school students with impairments



HUMAN RESOURCES AND LEGAL DEPARTMENT

The Human Resources and Legal Department webpage provides employees with pertinent information related to their employment with the MCISD. Please contact the Department with any questions regarding compensation, benefits, policies, or any other questions. The Human Resources office is very open to having you drop by its offices in the Administration Building if you have questions or want to learn more about the services they provide. However, understanding that your time is valuable, it may be easier for you to check out their website at www.monroeisd.us. Additionally, website provides a wealth of information on its website, including other policies and benefits information not mentioned in this handbook.

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The MCISD has the right to immediately terminate an employee for acts of moral turpitude, misconduct, dishonest, fraud, insubordination, incompetency, inefficiency, theft and being under the influence of alcohol, non-prescription drugs (including medicinal and/or recreational marijuana) or for any other reason which is not arbitrary or capricious.....	15
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EMPLOYMENT AT MCISD

EQUAL EMPLOYMENT OPPORTUNITY

The Monroe County Intermediate School District (MCISD/ISD) does not discriminate on the basis of religion, race, color, national origin, sex, disability, age, height, weight, marital status or familial status in its programs, activities or in employment.

CONDITIONS OF EMPLOYMENT

The Handbook is subject to interpretation and application at the discretion of the MCISD, including the right of management. The MCISD reserves the right to modify, eliminate or add to any rule, policy or benefit contained in this Handbook at any time, with or without prior notice. The information in this Handbook represents conditions applicable to the employment of the referenced positions and is not intended to create a contract of employment for any specified or definite period of time.

ORIENTATION PROGRAM

All new employees will participate in an Orientation Program. Employees will receive information about the MCISD Mission, Vision, History and structure. Additionally, new staff will complete all necessary Human Resources paperwork. New employees will be fingerprinted and receive an identification badge.

EXEMPT AND NON-EXEMPT POSITIONS

This Handbook covers only the positions listed below or positions which may be added by the MCISD. Each position has a specified number of workdays and holidays that equals the position's total paid days for each fiscal year (July-June); however, the number of workdays is subject to change at the discretion of the Administration. **Grant-funded positions may have the paid days reduced or eliminated depending on the grant terms. Other benefits may be affected by grant terms.**

Employees classified as exempt are exempted from both minimum wage and overtime; whereas, non-exempt employees are subject to minimum wage and overtime regulations under the Fair Labor Standard Act of 1938 and the Wage and Hour Law.

EARLY HEAD START Non-exempt

Home Visitor (260) days or as dependent upon grant)

Family Partnership Specialist (260 days or as dependent upon grant)

HEAD START Exempt (Contracted employees)

Director (260 days or as dependent upon grant)

Assistant Director (260 days or as dependent upon grant)

Accountant (260 days or as dependent upon grant)

Coordinators (220 days or as dependent upon grant)

- Education
- Health Services
- Mental Health (208 days or as dependent upon grant)

Teacher (202 days or as dependent upon grant/dependent upon classroom assignment)

Mentor Teacher (208 days or as dependent upon grant)

Site Leaders (208 days or as dependent upon grant)

HEAD START Non-Exempt

Bus Driver (163 days or as dependent upon grant)

Clerk (Arborwood South – 163.5 days or as dependent upon grant and Smith Road Elementary – 163.5 days or as dependent upon grant)

Family Partnership Specialist (225 days or as dependent upon grant)

Food Service Technician (152 days or as dependent upon grant)

Program Support Aide (163 days or as dependent upon grant)

Program Support Aide Floater (163 days or as dependent upon grant)

Secretary (260 days or as dependent upon grant)

Teacher Assistant (186 days or as dependent upon grant/dependent upon classroom assignment)

QUALIFICATIONS FOR POSITIONS

All persons employed will be expected to meet employment qualifications required by federal and state laws and regulations and by the Board of Education. Persons employed for positions for which no minimum qualifications are mandated by state or federal laws or regulations will meet the qualifications established by the Board of Education. It is assumed the Board may adopt standards beyond the minimum required by the state.

POSTING POSITIONS

Head Start/Early Head Start positions which become vacant or newly established will generally be publicized by posting outside the Human Resource office and on our website under “Employment”. Anyone wishing to apply for a new and/or different position must apply online through Frontline Education – Applicant Tracking. All applications must be up to date and completed in its entirety.

STAFF SCREENING

All newly hired employees will undergo a Michigan State Police and FBI criminal history record check and are considered conditionally employed until the record check is received. The MCISD is responsible for the cost of the criminal history record check.

In accordance with Michigan Child Care Licensing Rules, prior to hire, Head Start/Early Head Start employees will undergo a Comprehensive Childcare Background Check. The Childcare Background check must be updated every five (5) years. The ISD will pay the cost of the Childcare Background Check.

All Head Start/Early Head Start employment candidates must undergo a physical and TB test prior to employment. The cost for the physical and TB test is the responsibility of the MCISD. Bus drivers must have an annual DOT physical, which is paid for by the MCISD.

SCHOOL SAFETY LEGISLATION REPORTING REQUIREMENT

All employees are required to report to the Superintendent if charged with a felony or other misdemeanors as outlined on the School Safety Legislation Self-Reporting memorandum located in the Appendix, Attachment A.

WORK SCHEDULE/CALENDARS

The Director and/or his/her assignee complete the Calendar Form for exempt employees working fewer than 260 days. The Calendar Form allows the employee to fulfill their scheduled number of workdays. The Form can be found at <https://www.monroeisd.us/stafflogin/staffforms/>. Once the calendar is completed by the Director and/or his/her assignee, a copy is turned into Human Resources Department at the beginning of the fiscal year. Any changes to the calendar must be approved by the supervisor and submitted to Human Resources.

Non-exempt employees are required to fill out a bi-weekly time sheet to be approved by their Supervisor for approval.

WORKING DAY

Non-Exempt: The normal working day is a minimum of eight (8) hours which will include a ½ hour unpaid lunch, unless otherwise indicated on the job posting. Some positions will not have a duty-free lunch, as indicated in the job posting. Employee hours are established yearly. Bus Drivers and Program Support Aides working day will be dependent upon the bus run. Employees classified as non-exempt will be paid 1.5 times their hourly rate for any hours worked over 40 in a work week; however, any hours worked over 40 in a work week must have prior approval from the Supervisor.

Exempt: The working day for exempt employees will be 8 hours or the amount of time necessary to carry out their tasks. The length of day may vary from time to time and from position to position depending on the demands created by a specific situation. Exempt employees will have a ½ hour lunch, unless otherwise noted on the job description.

CHANGES IN PERSONAL INFORMATION

Promptly update your Human Resources and Payroll information when you change your address, phone number and/or marital status. Changes can be completed on the Employee Access Center <https://eac.lisd.us/eFP19.4/EmployeeAccessCenter/Web/MultDBlogin.aspx>.

EVALUATION

Staff will be evaluated once per year by their immediate supervisor. The evaluation will be discussed with the staff member and signed by the staff member. If a staff member disagrees with the evaluation, he/she may attach a written statement.

The following positions will be evaluated using the noted evaluation record on Standards for Success software:

- Director – School Advance Supervisor
- Accountant – School Advance Non-Instructional Non-Manager
- Assistant Director – School Advance Non-Instructional Manager
- Coordinator – School Advance Non-Instructional Non-Manager
- Family Partnership Specialist – School Advance Non-Instructional Non-Manager
- Mentor Teacher – School Advance Non-Instructional Non-Manager
- Site Leaders - School Advance Non-Instructional Non-Manager
- Teacher – Thoughtful Classroom
- All other non-exempt hourly staff – Hourly Evaluation Form

All evaluations and forms can be found at www.monroeisd.us under the Human Resources Department.

EMPLOYEE RECOGNITION FUND AND COFFEE FUND

All MCISD employees are encouraged to contribute to the Employee Recognition Fund. The fund is used for an annual springtime reception for retiring employees and recognizing employee milestones; a winter open house and memorial donations to Holiday Camp in sympathy for an employee who has lost a spouse, parent, or child.

Additionally, those employees housed at the Raisinville Road campus are invited to contribute to the Coffee Fund in order to partake in the tea, coffee and hot chocolate provided in the staff lounges.

COMPENSATION AT MCISD

ESTABLISHING COMPENSATION AND INCREASES

All salary and hourly wage of Head Start/Early Head Start Program employees are established upon creation of the position. All salary and hourly wage increases are based on a step scale and years of service. These step scale increases are recommended by the Superintendent and approved by the Board of Education and the Head Start Policy Council. Any additional Cost-of-Living Adjustments (COLA) and other wage increases are based on the availability of grant funds. A copy of that step scales can be found in the Appendix, Attachment B (updated annually).

PAY PERIODS AND PAYDAYS

Hourly staff is required to record time on the appropriate time sheet. There are two pay periods per month. Pay periods are from the 10th of the month through the 24th of the month, and from the 25th of the month through the 9th of the month. Pay day is the 10th and 25th of each month, unless those days fall on a weekend or bank holiday, then payday will be the first business day prior to the 10th or 25th. Employees are required to use direct deposit or a debit card to receive their pay.

MICHIGAN PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM (MPSERS)

All employees of the MCISD are members of the Michigan Public School Employees' Retirement System (MPSERS) and are required to make a contribution to the MPSERS. Such deductions will be taken from each paycheck. All questions regarding retirement should be directed to the Human Resources Department. For more information on MPSERS, visit their website at www.michigan.gov/orsschools.

BENEFITS

RECRUITMENT/RETAINMENT BENEFITS

The Head Start/Early Head Start program received additional grant funds to provide recruitment/retainment incentives to Head Start/Early Head Start employees for a period of time. This includes the MCISD paying for staff screening procedures (e.g., fingerprinting); educational stipend for completing a pre-approved bachelor's or associate's degree in Early Childhood; recruitment incentive for Head Start/Early Head Start staff; and retention incentive for Head Start/Early Head Start staff. For more information, please see the Head Start/Early Head Start Recruitment/Retainment Procedure document, Appendix, Attachment C. This section is based on the availability of grant funds.

INSURANCE BENEFITS

The Board offers medical, vision, and dental insurance coverage to employees upon application, unless otherwise noted in the job posting; however, any employee working less than 29 hours per week will be prorated to 70% of the single benefit. The Board reserves the right to change carriers, levels of benefits and employee contributions.

Information about insurance benefits and any applicable co-pays, deductibles or employee contributions are available from the Human Resource Department and at <https://www.monroeisd.us/departments/hr/benefits/>. See also Appendix, Attachment D (updated annually).

Head Start Bus Driver benefits at the beginning of a school year will be calculated based on run hours as calculated the day after Labor Day. Bus wash, one (1) hour, will be added to the calculated time per week. Routes 29 hours and greater will receive benefits at 100%. Routes less than 29 hours will receive benefits at 70%.

An employee has 30 days to make an insurance/cash-in-lieu election. Insurance is effective on the first day of employment. Employees begin paying their premium the following month.

If an employee elects cash-in-lieu of medical insurance, they must provide proof of coverage under another group healthcare plan within 30 days of employment in order to receive cash-in-lieu payments. If they do not provide proof, they will not receive cash-in-lieu payments. If they provide proof of coverage after the 30 days, they will receive cash-in-lieu payment

effective the month they produced proof of coverage. Cash-in-lieu payments are not prorated.

Employees who do not make an election within 30 days are labeled cash-in-lieu, but they will not receive medical cash-in-lieu payments until they provide of coverage under another group healthcare plan. They cannot enroll in a health care plan after 30 days. They will have to wait for open enrollment.

CAFETERIA PLAN

The MCISD sponsors the MCISD Cafeteria Plan with Premium Payment, Health Flexible Spending Account, Health Savings Account, and Dependent Care Assistance Program. Both the Plan Document and the Summary Plan Description can be found at <https://www.monroeisd.us/departments/hr/benefits/>.

SUPPLEMENTAL INSURANCE COVERAGE

The following insurance options are available, but premiums and contributions are the employees' responsibility. Contact the Human Resources Department for further information about:

- Group Dependent Life
- Group Short Term Disability
- Voluntary Group Term Life
- Supplemental Insurance (AFLAC)

CASH IN LIEU

Those employees eligible for medical coverage but who elect not to take the coverage, are eligible for cash in lieu in the amount of \$ 1,800.00 upon providing proof of enrollment in another group healthcare plan (not Marketplace insurance). Employees not electing to enroll in the dental plan are eligible for cash in lieu in the amount of \$150.00 per year.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

COBRA requires the MCISD to extend the opportunity for employees to continue medical benefits at the time of termination. The employee is responsible for the full premium of the elected coverage under COBRA. Notification is provided upon termination.

FLEXIBLE SPENDING PLAN

The MCISD offers a flexible spending plan option for employees for certain medical and dependent care expenses. Employees may deposit up to an established dollar amount in a pre-tax medical and or dependent care spending account. These accounts may then be used for your dependent care and/or unreimbursed medical expenses. Enrollment period is in November each year with a plan year of January-December. More information can be found at www.monroeisd.us on the Human Resources Employee Benefits page.

TAX SHELTERED ANNUITY PLANS FOR RETIREMENT PLANNING

The MCISD offers employees the opportunity to invest pre-tax dollars into a 403b and/or 457 plan. A list of vendors and more information can be found at www.monroeisd.us on the Human Resources Tax-Sheltered Annuity page. Employees can access the Plan Document and a Salary Reduction Plan through the Human Resources web page.

HOLIDAYS

Each employee will receive the following Holidays with pay, at his/her regular daily rate of pay, even though no work is performed by the employee, and provided that such Holiday falls within the interval of employment for the employee:

New Years' Eve Day	Labor Day
New Years' Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	First Working Day after Christmas

Additionally, an employee who is absent the day before or the day after a holiday, whether for themselves or their immediate family member (see Illness and Injury Leave Section), must submit medical proof of illness in order to receive holiday pay. To receive holiday pay, the employee must have worked the regularly scheduled workday preceding and scheduled workday after the holiday or have both of these days excused by the Superintendent or his/her designate.

Necessary Business/Emergency Days may not be used before or after Holidays, or vacation.

VACATION ALLOWANCE

Those employees working a 260-day calendar will receive paid vacation per fiscal year (July-June) as follows:

- 18 days upon employment (this will be adjusted during the first year of employment if employment date is after July 1)
- 2 additional days after 5 years of continuous employment
- 5 additional days after 25 years of continuous employment

Vacation must be approved by the supervisor. Vacation earned and not taken during a fiscal year (July-June) may be carried over and used through December 31 of the following fiscal year or be forfeited. If a position becomes a 260-day position, the effective date of the change will be used to calculate the number of vacation days awarded each year. There is no payout of accrued vacation upon resignation or retirement.

NECESSARY BUSINESS DAYS

Each employee shall receive two (2) days at the beginning of the fiscal year (July), or upon hire, to be used for emergencies or personal business only. If hired after January 1st, the employee will earn only one (1) Necessary Business day. These days shall only be used for purposes that cannot be conducted during non-work hours or for other emergency reasons that are not eligible under Illness/Injury Leave. An employee may use one (1) Illness/Injury day per year as a Necessary Business Day. Some of the reasons for which Necessary

Business/Emergency Days may not be used for: shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money.

An employee wishing to use his/her Necessary Business/Emergency Day(s) shall indicate this desire to his/her Director on an Employee Absence Form at least two (2) days in advance, except in emergency situations. Employees must specifically document reason(s) for use of Necessary Business/Emergency Days. This form will require the approval of the Director and the Assistant Superintendent for Human Resources and Legal Counsel.

Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or designee.

Necessary Business/Emergency Days may not be used before or after Holidays, or vacation. They may not be planned in conjunction with any form of paid or unpaid leave of absence. These days may be taken in one-quarter (1/4) day increments of the employee's workday.

ILLNESS AND INJURY LEAVE

The Paid Medical Leave Act ("PMLA") (2018 PA 338 as amended by 2018 PA 369) provides 40 hours of paid medical leave for those non-exempt employees working an average of 25 hours per week for 25 weeks or more in a calendar year (January -December).

Staff will receive Illness/Injury days equal to approximately 40 hours (6 days) on the first day of the month they begin their work year. The remainder of their days will be accrued as follows:

- Employees who earn thirteen (13) Illness/Injury leave days each year will be awarded six (6) days on July 1. They will then be awarded one (1) day per month December through June on the 15th of the month.
- Employees who earn twelve (12) Illness/Injury leave days each year will be awarded six (6) days on August 1. They will then be awarded one (1) day per month January through June on the 15th of the month.
- Employees who earn eleven (11) Illness/Injury leave days each year will be awarded six (6) days on September 1. They will then be awarded one (1) day per month February through June. Employees working August through May will be awarded six (6) days on August 1. They will then be awarded one (1) day per month January 2020 through May on the 15th of the month.
- Employees who earn ten (10) Illness/Injury leave days each year will be awarded six (6) days on September 1. They will then be awarded one (1) day per month February through May on the 15th of the month.

New hires will receive a proration of the PMLA upon hire.

Employees who have been granted an unpaid leave of absence will not accrue illness/injury leave days during their unpaid leave. Illness/Injury leave days do not accrue and will not roll over into the next fiscal year.

Employees will be eligible for a \$75.00 payment for each six-month period (July-December and January-June) that an Illness/Injury leave day is not used. Employees employed after the start of a six-month period will not be eligible for this benefit until the start of the next six-month period.

A payment will be made at a rate of \$25.00 per day on the first pay in September for unused Illness/Injury leave days from the previous fiscal year. The rate will be prorated for less than a full day's leave. Employees no longer in the Head Start program as of the September pay date are not eligible for this payment.

Employees may utilize his/her Illness/Injury leave days for absences due to:

- Physical or mental illness, injury, or health condition of the employee or his or her family member
- Medical diagnosis, care, or treatment of the employee or employee's family member
- Preventative care of the employee or his or her family member
- Closure of the employee's primary workplace by order of a public official due to a public health emergency
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency
- The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider
- For domestic violence and sexual assault situations, employees may use paid medical leave for the following:
 - Receiving services from a victim services organization
 - Relocation
 - Obtaining legal services
 - Participation in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

Family member includes:

- Biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis
- Biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee
- Spouse or individual to whom the employee is legally married under the laws of any state
- Person who stood in loco parentis when the employee was a minor child
- Grandparent
- Grandchild

- Biological, foster, and adopted siblings

Employees may utilize his/her illness/injury leave days for absences due to illness or injury of him/herself or due to illness or injury of a resident member of his/her immediate family that requires his/her personal care or attention. (Immediate family shall be defined as spouse, children residing at home, and other permanent resident relatives at the home.)

In addition, a staff member may also use up to three (3) Illness/Injury leave days per incident for absences due to illness or injury of a parent, stepparent or child, step-child not residing in the member's home. Employees may use their accumulated illness day in ¼ day increments. There is no payout of unaccrued Illness/Injury leave upon resignation/termination or retirement.

If there is a reasonable basis to suspect misuse, an employee may be required to produce evidence for his/her absence during the time for which Illness/Injury leave is granted. The employee will be responsible for any costs related to obtaining such evidence. Employees must complete an absence form either prior to or immediately following use of an Illness/Injury day.

Staff diagnosed with a non-casual communicable disease and who present doctor certification that requires absence from work must also present doctor certification before returning to work. See Board Policies 8450 and 8453.

FAMILY MEDICAL LEAVE

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months as a full-time employee is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay, but with group health insurance coverage maintained for one or more of the following reasons:

- a. Due to the birth of the member's child in order to care for the child;
- b. Due to the placement of a child with the member for adoption or foster care;
- c. Due to the need to care for the member's spouse, child or parent who has a serious health condition; or,
- d. Due to a serious health condition that renders the member incapable of performing the functions of his or her job.
- e. Due to qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

Employees are required to use any accumulated illness/injury time for the period for which the physician certifies disability. The FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

Employees requesting FMLA must complete the FMLA Request form which can be found on line under “Staff Forms”.

Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. See Human Resources for a complete description of the applicable conditions.

NON-QUALIFYING FMLA MATERNITY LEAVE

Maternity leave will be granted without pay; however, an employee must utilize accumulated illness days for that time for which the physician deems her to be disabled. As long as the employee has accumulated illness days and is medically certified as disabled, she will continue to accrue leave benefits, if eligible. If an employee is medically certified as disabled, board paid benefits (medical, dental, vision, LTD and life, cash-in-lieu, if eligible) will continue for that period of medically certified disability. Employees must submit a written request for a Maternity leave by her sixth month. The length of the requested leave may vary to a maximum of six (6) months but may be extended at the discretion of the Board of Education. An employee desiring to work beyond her eighth month must submit bi-weekly physician’s statement to the Assistant Superintendent for Human Resources and Legal Counsel. The employee must provide a return to work statement from her physician stating she is physically fit for employment.

MEDICAL LEAVE

An Employee whose personal illness or injury extends beyond the period of his/her accumulated Illness/Injury leave, upon written request to the Board with physician’s verification, may be granted a medical leave of absence without pay for a period not to exceed six (6) months. Employees who have been granted an unpaid leave of absence will not accrue illness/injury leave days during their unpaid leave.

During this leave period, the Board will continue the eligible employee’s hospital/medical insurance but will not be responsible for any other Board paid insurance benefits. A continuation of such leave up to an additional six (6) months without pay may be granted at the Board’s discretion. The Board will not pay the cost of the employee’s eligible hospital/medical insurance coverage for the additional six-month period, should such continuation be granted by the Board. Upon return from such medical leave, the employee shall provide a physician’s statement that he/she is capable of returning to work on a full-time basis. Such employee shall then be assigned to his/her previous position or a similar position.

FUNERAL LEAVE

A maximum of five (5) days of absence with pay (and not to be deducted from Illness/Injury leave) will be granted for death in a member’s immediate family (defined as spouse, children, step-children and step-parents, parents). A maximum of three (3) days of absence with pay (and not to be deducted from Illness/Injury leave) will be allowed in the death of a mother/father-in-law, grandparent, grandchild or step-grandchild, sibling, sister/brother-in-law, daughter/son-in-law and any permanent resident relative living in the household.

Days may be taken beyond the five (5) and three (3) day limits and deducted from Illness/Injury leave upon prior approval of the Assistant Superintendent for Human Resources and Legal Counsel.

A written "Absence Report" will be filed with the immediate Supervisor stating the relationship of the person for whom the leave was requested.

COURT WITNESS AND/OR JURY DUTY

Employees who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. Any payment or fee received by the member will be remitted to the business Office upon receipt. The Board will not excuse an Employee with pay to serve as a witness in a personal action against the Board. Employees who are called for jury duty receive pay as if they were on regular duty during the time of jury service. Any payment or fee received by the employee will be remitted to the Business Office upon receipt.

TRAVEL REIMBURSEMENT

All employees are eligible for reimbursement of authorized travel in their vehicle in fulfilling their employment responsibilities. Allowed mileage will be reimbursed at the Board established rate. **Grant funded positions will follow the parameters of the grant for reimbursement purposes.**

WORK PRINCIPLES

ABSENTEEISM/TARDINESS

Attendance is an essential function of all positions at the MCISD. Absenteeism and tardiness negatively impact our ability to effectively provide the MCISD services. Also, employees are expected to report ready to work at their scheduled time and to work their scheduled hours.

SMART FIND EXPRESS

ALL EMPLOYEES MUST ENTER THEIR ABSENCES INTO THE SMART FIND EXPRESS (“SFE”) SYSTEM AND NOTIFY SUPERVISOR OF ABSENCE BY NO LATER THAN 6:30 AM THE DAY OF THE ABSENCE. ANY ABSENCE WHICH OCCURS AFTER 6:30 AM/DURING THE WORKDAY MUST BE CALLED INTO SFE BEFORE THE EMPLOYEE LEAVES THE WORKPLACE. ADDITIONALLY, THE EMPLOYEE CANNOT LEAVE THE CLASSROOM UNTIL THE CLASSROOM IS IN RATIO. Employees must complete an Absence Report upon return to work.

SFE may be accessed through the MCISD home page under “Staff Links” (select “Smart Find Express”); via the mobile application; or by calling 734-242-5356.

Bus Drivers/PSA’s

Bus drivers and PSA’s must also call the transportation line at 734-322-2670 at least 1.5 hours prior to start time and leave a message indicating their absence for that day.

IDENTIFICATION BADGES

The identification badge you receive on your first day of employment is to be worn and clearly visible. Any ID badge that is an encoded ‘swipe’ badge will be replaced once. Replacement thereafter will be a \$5.00 charge to the employee.

PERSONAL BUSINESS AND PHONE CALLS

Personal phone calls on MCISD phones and personal devices should be limited to urgent matters during work hours.

USE OF MCISD VEHICLES

Vehicles owned by the MCISD are to be used for MCISD business whenever practicable. Employees who drive the MCISD vehicles must submit a copy of a valid driver’s license and the declaration page of their insurance to Human Resources on an annual basis. A MCISD vehicle must be reserved by submitting a request to the Business Office.

USE OF MCISD TECHNOLOGY

Employees are to make appropriate and ethical use of computers and other equipment as well as any networks that may be established by the MCISD. The MCISD reserves the right to monitor and review the use of its computers, computer equipment and computer network, including but not limited to Internet activity and email. **No employee using MCISD computers, or the MCISD network should have any expectation of privacy with respect to such equipment and network.** Employees are required to read the Acceptable Use Policy

and sign a User Agreement prior to receiving a MCISD email address or accessing MCISD technology. See Appendix, Attachment E.

PERSONAL TECHNOLOGY AND SOCIAL MEDIA

All MCISD employees who use personal technology and social media shall assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the MCISD's employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists or monitoring of its employees' personal technology and social media.

DRUG AND ALCOHOL-FREE WORKPLACE

The MCISD maintains a workplace free of alcohol, illegal drugs, Cannabidiol (CBD)/marijuana, and other controlled substances. Any employee who violates this policy shall be subject to disciplinary action up to and including termination.

SMOKE FREE WORKPLACE

The MCISD maintains a smoke free workplace. Tobacco products and the use of tobacco products is prohibited in MCISD buildings (owned or leased), MCISD grounds, MCISD buses and at any MCISD -related event. Tobacco products include: cigar, cigarette, pipe, electronic cigarette, vapor, clove cigarette, chew, or any other lighted device.

STANDARDS OF CONDUCT (SOC)

Certain rules and standards governing personal conduct are essential to our ability to perform our jobs. Early Head Start/Heat Start employees must abide by the SOC, which are outlined in MCISD's Administrative Guidelines 3120E and 4120E. Failure to adhere to these rules and standards will result in disciplinary action. Discipline will be applied according to a progressive scale of severity and may be initiated at any place on the scale depending on the severity of the offense and the employee's previous record. See Appendix, Attachment F.

DRESS CODE

The Board of Education and Administration expect all employees to maintain a professional appearance, good hygiene, and appropriate dress to reflect their position within the MCISD. See Appendix, Attachment G.

PROBLEM SOLVING PROCEDURE

At times you may disagree with actions taken or decisions made by your supervisor or the MCISD that affect you. If possible, when you have a complaint about a working condition or other employment related issue, address that complaint with your immediate supervisor. You may also contact Human Resources with any questions about the problem-solving procedure.

PERSONNEL RECORDS

Employees wishing to view his/her personnel record should put a request in writing, not more than twice per calendar year, to the Assistant Superintendent for Human Resources

and Legal Counsel. The review will take place during regular business hours in Human Resources. If an employee requests a copy of any document in his/her personnel file, a \$.10/page fee will be assessed.

DISCIPLINE

If it becomes necessary to discipline an employee, progressive discipline will be used unless the infraction warrants a higher level of discipline. Due process procedures will be followed, with an investigation, appropriate to the situation.

TERMINATION

The MCISD has the right to immediately terminate an employee for acts of moral turpitude, misconduct, dishonest, fraud, insubordination, incompetency, inefficiency, theft and being under the influence of alcohol, non-prescription drugs (including medicinal and/or recreational marijuana) or for any other reason which is not arbitrary or capricious.

ADVANCE NOTICE OF RESIGNATION

An employee who wishes to resign shall submit a letter to the Assistant Superintendent of Human Resources and Legal Counsel at least fourteen (14) business days in advance of resignation. Insurance benefits cease on the last day of the month the resignation letter is received.

EMPLOYEE HEALTH AND SAFETY

PUBLIC RELATIONS

The official spokesperson for the MCISD is the Superintendent. All official statements will be handled through the Superintendent's Office/Communications Department. In the event that the media or other individual or group contacts an employee regarding an issue, employees are required to refer him/her to the Superintendent's Office/Communications Department.

JOB RELATED INJURY

An employee sustaining a work-related injury must immediately report such injury to his/her supervisor and complete an Employee Injury Report. If necessary, the employee will be sent to ProMedica 360 Health in Monroe to see the MCISD's Worker Compensation doctor. After seeing the doctor, the employee must report to Human Resources with the Return-to-Work documentation from ProMedica 360 Health. See Appendix, Attachment H.

Any employee who, in the line of duty, sustains an injury requiring absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his/her regular salary and the amount received as payment under the Workers' Compensation Insurance Program for as long as the member has illness/injury leave days accumulated. The member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical, surgical and hospital care benefits as provided by the Workers' Compensation Insurance.

SAFETY

Your supervisor will explain any safety policies and practices that are important to your job. A more complete Emergency Management Guide, complete with evacuation procedures is available in your department office.

ANTI-HARASSMENT POLICY

The Board of Education adopted a revised Anti-Harassment Policy, 3362/4362, on January 17, 2017. See Appendix, Attachment I.

It is the policy of the MCISD to provide an environment free from harassment, including sex-based harassment. Consistent with Policy 3362/4362, the MCISD will investigate all allegations of harassment, including sex-based harassment, and discipline or take other appropriate action against any individual who engages in harassment.

MCISD Policy 3362/4362 requires that all employees of the ISD immediately report any incidents of sex-based harassment to:

ERIC FELDMAN
ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES AND LEGAL COUNSEL
734-322-2640
Eric.feldman@monroeisd.us

Employees must also document in writing all complaints of sex-based harassment that they receive or witness.

All other complaints of harassment should be reported to: ERIC FELDMAN.

Sex-based harassment includes any of the following conduct:

- **Verbal:** unwelcome comments, including the use of derogatory, sexually suggestive, or vulgar language; the use of sexual innuendos; unwelcome advances or repeated requests for dates or sexual favors; threats based on or motivated by a person's sex; demanding or pressuring another individual to submit to sexual requests or advances in order to attain academic or professional achievements or advances; threatening another individual's academic or professional accomplishments or reputation if that individual does not submit to sexual requests or advances; or any other similar behavior.
- **Visual:** subjecting another individual to sexually suggestive, pornographic, or obscene images, text, or cartoons, including by electronic mail, text message, letter, or any other medium; the use of obscene gestures toward or around another individual; leering at another individual; or any other similar behavior.
- **Physical:** unwanted kissing, touching, patting, hugging, pinching, or any other unwanted physical contact; impeding another individual's normal movements; stalking, assault, or battery based on the victim's sex; any other physical interference with another person based on that person's sex; or any other similar behavior.

Harassment, including sex-based harassment, does not need to include intent to harm an individual, be directed at a specific target, or involve repeated incidents. The MCISD will investigate all reports of harassment, including allegations of harassment or discrimination involving an alleged harasser and victim who are members of the same protected class.

Board Policy 3362/4362 applies to all conduct occurring on MCISD property, at any MCISD-sponsored event, in any MCISD-owned vehicle, or at any event or activity in which students or employees of the MCISD are attending or participating in by virtue of their relationship with the MCISD.

All employees are bound by and expected to understand Board Policy 3362/4362, which further addresses sex-based harassment and discrimination. The failure of any employee to abide by the requirements of Board Policy 3362/4362 will result in discipline, up to and including termination.

ANTI-BULLYING POLICY

The Board of Education adopted a student Anti-Bullying policy on April 15, 2012 (revised May 19, 2015). See Appendix, Attachment J.

INCLEMENT WEATHER AND EMERGENCY CLOSING

Occasionally, it is necessary to close the Head Start classrooms or buildings because of inclement weather or other reasons. On a closure:

- Those staff (Teachers, Teacher Assistants, Program Support Aides, Bus Drivers, and Clerks) assigned to a facility which closes due to inclement weather or other situations are not required to report to the closed facility and the hourly staff¹ will be paid their normal day's pay for the first four (4) such days, with up to an additional two (2) days which are subject to the approval by MCISD Central Office.²
- If there are more than four (4) such days (including any additional days approved by Central Office) of inclement weather/closures in a school year, it may be necessary to make those days up in order to fulfill the required number of days and hours under the Head Start Program Performance Standards. In the event of make-up days, hourly staff will be paid at the time of make-up for any days in excess of four (4) such days (including any additional days approved by Central Office) of closure.
- Family Partnership Specialist and Site Leaders do not report **only** if **all** the buildings to which they are assigned are closed due to inclement weather or other reasons.
- PSA Floaters may be assigned to another building that is not closed due to inclement weather or other reason. The direct supervisor will notify affected PSA Floats by 6:30 am of his/her classroom assignment for the day.
- Coordinators and Mentor Teacher do not report **only** if **all** the buildings to which they are assigned are closed due to inclement weather or other reasons.
- The Food Technician should not report when SRE is closed nor will this position be paid their normal day's pay for such closure. However, the Food Technician may be required to work if student days need to be made up.
- Early Head Start Home Visitors/Family Partnership Specialists and other Head Start staff (Director, Assistant Director, Accountant, Secretary, Mental Health Consultant, Education Coordinator, Health and Nutrition Coordinator, Mentor Teacher) will report to work on inclement/emergency closing days unless the **MCISD Administrative Offices on Raisinville Road** close. If it is necessary to close the **MCISD Administrative offices** due to inclement weather or other reason, these positions will not be required to report to work and will be paid for the day.

¹ Teacher Assistants and Program Support Aides, Bus Drivers, PSA Floaters, Family Partnership Specialists, Clerks will be paid their regular days wages up to four (4) days (including any additional days approved by Central Office). Hourly staff will be offered and may be required to make up days and will be paid for time at time worked.

² Teachers and Site Leaders will continue to be paid their contracted wages even if there are building closures in excess of four (4) days (including any additional days approved by Central Office). Teachers and Site Leaders will make up any days in excess of the four (4) (including any additional days approved by Central Office) closed days with no additional pay.

Building closures are broadcasted through the Infinite Campus alert system. Area TV and radio may also carry building closure information.

DELAYS

At times, it is necessary to implement a two-hour weather delay: **ON A DELAY,**

- Teachers, Teacher Assistants, Floats, Drivers, PSA, Clerks, and SRE Food Techs will report two hours later than their regularly scheduled start time.
- PSA Floaters may be assigned to another building if their assigned building is delayed. The direct supervisor will contact the affected PSA Floater by 6:30 am with the day's assignment.
- Other Head Start staff (Director, Assistant Director, Accountant, Secretary, Early Head Start, Home Visitor, Early Head Start Family Partnership Specialist, Head Start Family Partnership Specialist, Mental Health Consultant, Education Coordinator, Mentor Teacher) will report to work at their regularly scheduled times on two-hour delay days.
- If there is a delay on a scheduled workday without students (such as professional development day), all staff are required to report at the assigned time for that day, unless otherwise notified by the Infinite Campus alert system. Please keep your phone information up to date in in your Employee Access Center account.

CANCELED BUS ROUTE

- Canceled bus route days are still scheduled workdays for Head Start drivers and Head Start Program Support Aides.
- In the event a bus route is canceled due to lack of a substitute Program Support Aide, the Bus Driver is to report to their building that day and work the same number of hours as their route. Your director supervisor will communicate your work hours).
- In the event a bus route is canceled due to lack of a substitute bus driver, the Program Support Aide is to report to their building that day and work 7.5 hours. (Your director supervisor will communicate your work hours).
- The Head Start Director and/or their assignee will assign either the bus driver or Program Support Aide to a classroom.

INFINITE CAMPUS ALERT SYSTEM

Building closures and other important MCISD information is transmitted to employees through the Infinite Campus alert system.

CONTROL OF NON-CASUAL-CONTACT COMMUNICABLE DISEASES

In its effort to assist in the prevention and control of communicable diseases of any kind, the Board has established policies on Immunization, Hygienic Management, and Control of Casual-Contact Communicable Diseases. The purpose of this policy is to protect the health and safety of the students, MCISD personnel, and the community at large from the spread

of the above-mentioned diseases. The MCISD will allow students and staff members to attend school unless there is a definitive evidence to warrant exclusion.

NOTICE OF NON-DISCRIMINATION

The Monroe County Intermediate School District does not discriminate on the basis of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status in its programs, activities or in employment. The following person has been determined to handle inquiries regarding the non-discrimination policies:

Eric James Feldman
Assistant Superintendent for Human Resources and Legal Counsel 1101 S. Raisinville
Road
Monroe Michigan 48161
734-322-2640

For further information on notice of non-discrimination, see list of OCR enforcement offices for the address and phone number of the office that serves your area or call 1.800.421.3481.

Complaint Procedure

The Monroe County Intermediate School District has adopted a procedure for addressing complaints of discrimination. The procedure can be accessed at www.monroeisd.us or a copy can be requested from the Human Resources Office at the above address.

4.19.23

ACKNOWLEDGEMENT

It is important that you read the following information. Once you have done so, please sign at the bottom, detach this form from your Handbook and return to Human Resources.

My signature indicates that I have received, and I will read the ***Employee Handbook for Early Head Start and Head Start*** which tells me about some of the policies, benefits, and practices at the MCISD governing employment. I understand and agree that this Handbook does not constitute a contract of employment. I understand that the Employee Guide does not encompass all policies and procedures of the MCISD. I understand I can obtain any and all policies and guidelines from the Human Resources Department. Further, I understand that it is my responsibility to read and comply with the expectations set forth in this Handbook.

Printed Name

Position

Department

Signature

Date

APPENDIX

Attachment A - School Safety Legislation: Self-Reporting Requirements and Charge/Arrestment Disclosure Form

Attachment B – Compensation – Step Scales

Attachment C – Head Start/Early Head Start Recruitment/Retention Procedure

Attachment D - MESSA Summary of Benefits and Coverage

Attachment E - Staff Network and Internet Acceptable Use and Safety Policy

Attachment F – Standards of Conduct for Early Head Start/Head Start Administrative Guidelines 3120E/4120E

Attachment G - Staff Dress and Grooming Policy

Attachment H - Work Related Injuries

Attachment I - Anti-Harassment Policy 3362/4362

Attachment J - Anti-Bullying Policy 5517.01



MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

Human Resources Department and Legal Counsel

1101 S. Raisinville Road

Monroe, Michigan 48161

734-242-5799

www.monroeisd.us

MEMORANDUM

To: All School Employees and 3rd Party Contractorsⁱ

From: Eric Feldman

Assistant Superintendent for Human Resources and Legal Counsel

Date: July 11, 2022

RE: School Safety Legislation: Self-Reporting Requirements

As a reminder, these laws also require that anyone who is employed by the School District in any capacity or working “regularly and continuously under contract” is required to report to the School District when he or she is charged with, or convicted of, certain crimes.

Charges

If you are charged with a crime listed below you must report, on a specific form, to the Superintendent of the District and the Michigan Department of Education that you have been charged (see Arraignment Disclosure Form on the Monroe County Intermediate School Districts website under Human Resource items). This report must be made within **three (3) business days** after being arraigned for the crime.ⁱⁱ It will be kept in your personnel file. If you submit a report that you have been charged with a crime, as required under the law, and you are subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, then you may request the Michigan Department of Education and the School District to delete the report from its records concerning the crime. You must a written request along with documentation verifying that you were not convicted of any crime and the report shall be deleted from your personnel file. *MCL 380.1230d(1)*

Convictions

If you enter a plea of guilty or no contest to, or are the subject of a finding of guilt by a judge or jury, of any crime after having been initially charged with a crime listed below, the statute requires you to immediately submit to the court a form which discloses to the court that you are employed by a school district. The statute also requires you to immediately provide a copy of the form to the prosecuting attorney in charge of the case, to the Superintendent of the School District and the Michigan Superintendent of Public Instruction.

Failure to Report

The failure to report as required is, itself, a crime, which may subject an employee to disciplinary action, up to and including termination of employment.

List of Crimes

These reporting requirements apply if you are charged with any of the following crimes, and if you are convicted of any crime after being initially charged with any of the following crimes: *MCL 380.1535a*

1. Any Felony.
2. Any of the following misdemeanors:
 - a. Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.

- b. Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - c. A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - d. A misdemeanor violation of Section 7410 of the Public Health Code, 1978 PA 368, MCL 333.7410.
 - e. A violation of Section 115,141a,145a,335a, or 359 of the Michigan Penal Code, 1931 PA 328, MCL 750.115, 750.141a, 750.145a, 750.335a, and 750.359, or a misdemeanor violation of Section 81, 81a, or 145d of the Michigan Penal Code, 1931 PA 328, MCL 750.81a, and 750.145d.
 - f. A misdemeanor violation of section 701 of the Michigan Liquor Control Penal Code, 1998, 1998 PA 58, MCL 436.1701.
3. Any misdemeanor that is one of the following “listed offenses:”
- a. A violation of Section 145a, 145b, or 145c of the Michigan Penal Code, 1931 PA 328, MCL 750.145a, 750.145b, and 750.145c;
 - b. 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;
 - c. A violation of Section 335a(2)(b) of the Michigan Penal Code, 1931 PA 328, MCL 750.335a, if that individual was previously convicted of violating Section 335a of that Act.
 - d. A third or subsequent violation of any combination of the following:
 - i. Section 167(1)(f) of the Michigan Penal Code, 1931 PA 328, MCL 750.167.
 - ii. Section 335a of the Michigan Penal Code, 1931 PA 328, MCL 750.335a
 - iii. A local ordinance of a municipality substantially corresponding to a section described in sub-subparagraph (i) or (ii).
 - e. 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
 - f. 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
 - g. A violation of Section 350 of the Michigan Penal Code, 1931 PA 328, MCL 750.350.
 - h. A violation of Section 448 of the Michigan Penal Code, 1931 PA 328, MCL 750.448, if a victim is an individual less than 18 years of age
 - i. A violation of Section 455 of the Michigan Penal Code, 1931 PA 328, MCL 750.455.
 - j. A violation of Section 520b, 520c, 520d, 520e, or 520g of the Michigan Penal Code, 1931 PA 328, MCL 750.520b, 750.520c, 750.520d, 750.520e, and 750.520g
 - k. Any other violation of the law of this state or local ordinance of a municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
 - l. 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 750.140a.
 - m. An attempt or conspiracy to commit an offense described in subparagraphs (a) to (l).
 - n. An offense substantially similar to an offense described in terms (a) to (l) under a law of the United States, any state, or any country or under tribal or military law.
4. 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.

You may access the full text of any of these laws at www.legislature.mi.gov.

ⁱAnyone working “regularly and continuously under contract” meet the definition of a contracted person who would need to comply with this statutory regulation.



MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
Human Resources Department and Legal Counsel
1101 S. Raisinville Road
Monroe, Michigan 48161
734-322-2640; FAX 734-322-2660
<https://www.monroeisd.us/>

Charge/Arraignment Disclosure Form

A copy of this form must be provided to the Monroe County Intermediate School District and the Michigan Department of Education by the employee within three (3) business days of the charge and/or arraignment referenced below.

Name _____ Date of Birth _____ (Please print)

Address _____ (Please print)

School Name/District _____ (Please print)

Position _____ (Please print)

Date of Arraignment/Charge _____ (Please print)

Pursuant to Section 380.1230d, MCL 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 failure to disclose this information is a violation of Section 380.1230d, MCL 380.1230d, and can result in action being taken relative to my certification and/or employment and could result in an additional felony or misdemeanor charge against me.

In signing this form, I acknowledge that I understand that should I be convicted of or plead or nolo contendere (no contest) or am the subject of a finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by the Monroe County Intermediate School District. 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 Monroe County Intermediate District delete the report from my records.

Signature: _____ Date: _____

Send form to: Director
Michigan Department of Education
Office of Educator Excellence
P.O. Box 30008
Lansing, MI 48909

Schedule A Hourly

2022-23 Wage Schedule - Head Start Hourly

Step	Bus Driver	Early Childhood Program Clerk	Early Head Start Home Visitor	Early Head Start Family Partnership Specialist	Family Partnership Specialist
1	\$16.97	\$13.25	\$18.55	\$23.57	\$23.57
2	\$17.13	\$13.38	\$18.73	\$23.80	\$23.80
3	\$17.30	\$13.51	\$18.91	\$24.03	\$24.03
Step	Food Technician	Program Support Aide	Program Support Aide Floater	Teacher Assistant	
1	\$11.72	\$12.69	\$12.69	\$14.66	
2	\$11.84	\$12.83	\$12.83	\$14.80	
3	\$11.96	\$12.95	\$12.95	\$14.94	
<p>Effective July 1, 2022 to establish a step scale, increases of 2%, 3% and 4% from the new wage established January 1, 2022, and based on years of Head Start/GSRP service as of July 1, 2021, were calculated. Those with Head Start/GSRP service as a new hire and 2 years of service will receive an increase of 2% and be placed on Step 1, those with Head Start/GSRP years of service between 3 and 4 years will receive an increase of 3% and be placed on Step 2, and those with 5+ years of Head Start/GSRP service will receive an increase of 4% and be placed on Step 3.</p>					
<p>Employees will receive Steps and a Cost-of-Living Allowance as provided by their respective grants each year thereafter.</p>					



MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

Human Resources Department and Legal Counsel

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**HEAD START/EARLY HEAD START RECRUITMENT/RETAINMENT
PROCEDURE**

The Head Start/Early Head Start program has received additional grant funds to provide recruitment/retainment incentives to Head Start/Early Head Start employees for a period of time. Each of the following items describes the incentive, the procedure for attaining the incentive and the time period the incentive will be offered.

1. The district will pay for:
 - a. Fingerprinting (both the Child Care Licensing Bureau and the statutory prints) (HS/EHS and GSRP)
 - b. Pre employment physical (HS/EHS only)
 - c. Pre employment TB tests (HS/EHS and GSRP)
 - d. New staff will be required to go to 360 Health in Monroe for the physical and TB test and to Identigo at Promedica for the CCLB prints. The statutory prints are done in the Human Resources office.
 - e. HR will internally bill HS and GSRP for these items
 - f. This incentive has no end date, at this time.

2. Educational stipend for completing a pre-approved bachelor's or associate's degree in Early Childhood:
 - a. This incentive is available to Head Start/Early Head Start classroom/home based staff (teachers, teacher assistants, PSA floats and EHS Home Visitors) who have completed one year of employment in the HS/ EHS program.
 - b. The district will provide information to staff about the TEACH scholarship.
 - c. Staff will be required to have a meeting with the supervisor to discuss his/her program.
 - d. Staff will be required to sign a compliance agreement stating that they understand that if they leave the district during the course of their degree program, quit the degree program or leave within two (2) years after completion of the degree program, the staff person will be required to repay whatever stipend he/she earned.
 - e. After the staff person completes the degree program and works for three (3) additional years with in the HS/EHS program, the staff person will receive a \$1,000 stipend in June of his/her third year.
 - f. Staff will be required to provide proof of enrollment to Human Resources.

- g. Stipend will be paid each semester upon completion of coursework with a passing grade and presentation of an official transcript to Human Resources showing completion of coursework.
 - h. The stipend for the bachelor's program in Early Childhood is \$100 per completed and verified credit hour for up to 12 credit hours per fiscal year (July-June), while funds are available.
 - i. The stipend for the associate's degree program in Early Childhood is \$50 per credit hour completed and verified for up to 12 credit hours per fiscal year (July-June), while funds are available.
- 3. Recruitment Incentive for Head Start/Early Head Start staff:
 - a. New ISD hire sign on incentive of \$500 payable in first pay check and another \$500 payable after six months
 - b. Logo wear
 - c. Hire-in "goodies"
 - d. While funds available
- 4. Retention Incentive for Head Start/Early Head Start staff:
 - a. Head Start/Early Head Start staff who, as of November 1st, have been continuously employed in the HS/EHS program will receive a retention incentive in the first pay in December, while funds are available:
 - i. 1-4 years: \$500
 - ii. 5-10 years: \$750
 - iii. 10+ years: \$1,000
 - b. Head Start/Early Head Start staff who, as of June 15th, have been continuously employed in the HS/EHS program will receive an additional retention incentive in the first pay in the last pay of June, while funds are available:
 - i. 1-4 years: \$500
 - ii. 5-10 years: \$750
 - iii. 10+ years: \$1,000
- 5. Retention Incentive for Head Start staff at the Orchard Bright Start location (then-Orchard Center):
 - a. Head Start Teachers, Teacher Assistants, Floats, Drivers, and Program Support Aide (PSAs) working at the Orchard Bright Start location as their home location will receive the following retention/incentive, while funds are available:
 - i. If the staff are employed as of October 31, 2022, they will receive a recruitment incentive of \$1,500.00 in the first pay in November 2022.
 - ii. If the staff are employed as of February 28, 2023, they will receive a recruitment incentive of \$1,500.00 in the first pay in March 2023.

- iii. This additional incentive is only applicable for the 2022-2023 school year.
- iv. Teachers, Teacher Assistants, Floats, Drivers, and Program Support Aides (PSA) are eligible for this stipend will be required to act as a full participant in any new initiatives related to trauma informed care and will display consistent attendance to any individual/group professional development offered as it relates to student and families in trauma.

Final Version. 11/10/2022



Essentials by MESSA



PPO

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.messa.org or call MESSA at 1-800-336-0013. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call MESSA at 1-800-336-0013 to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$375 Individual/ \$750 Family	\$750 Individual/ \$1,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at (https://www.healthcare.gov/coverage/preventive-care-benefits/).
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$9,100 Individual/ \$18,200 Family	\$18,200 Individual/ \$36,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. For a list of <u>network providers</u> see (http://www.messa.org) or call MESSA at 800-336-0013		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> /office visit	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$50 <u>copay</u> /office visit	40% <u>coinsurance</u>	None
	<u>Preventive care</u> / <u>screening</u> / immunization	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.messa.org	Generic or prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 34-day supply; \$30 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	Preauthorization, step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Mail order drugs are not covered out-of-network.
	Preferred brand-name drugs	20% <u>coinsurance</u> of the approved amount, but not less than \$40 <u>copay</u> /prescription or more than \$80 <u>copay</u> /prescription for retail 34-day supply; 20% <u>coinsurance</u> of the approved amount, but not less than \$120 <u>copay</u> /prescription or more than \$240 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Non-preferred brand-name drugs	20% <u>coinsurance</u> of the approved amount, but not less than \$60 <u>copay</u> /prescription or more than \$100 <u>copay</u> /prescription for retail 34-day supply; 20% <u>coinsurance</u> of the approved amount, but not less than \$180 <u>copay</u> /prescription or more than \$300 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$200 <u>copay</u> /visit	\$200 <u>copay</u> /visit	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	\$50 <u>copay</u> /visit	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 30 visits per member, per calendar year.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Applied behavior analysis (ABA) treatment for Autism - when rendered by a Licensed Behavior Analyst (LBA) - subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Unlimited visits.
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Bariatric surgery
- Cosmetic Surgery
- Dental care (Adult)
- Hearing aids
- Long term care
- Routine eye care (Adult)
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care
- Coverage provided outside the United States. See (<http://www.messa.org>)
- Infertility treatment
- Non-emergency care when traveling outside the U.S
- Private-duty nursing
- Routine foot care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling 1-800-324-6172. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact MESSA by calling 1-800-336-0013.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn’t meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#). (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$375
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$375
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,900
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,345

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$375
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$375
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$800
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,495

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$375
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$375
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$300
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$775

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

Language services

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call MESSA's Member Service Center at 800.336.0013 or TTY 888.445.5614.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de servicios para miembros de MESSA, que aparece en la parte trasera de su tarjeta.

إذا كنت أنت أو شخص آخر تساعد بحاجة إلى المساعدة، فمن حقك الحصول على المساعدة والمعلومات بلغتك بدون أي كلفة. للتحدث إلى مترجم، اتصل بالرقم المخصص الموجود على ظهر بطاقتك MESSA لخدمات أعضاء.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的MESSA會員服務電話。

Nếu quý vị hoặc ai đó mà quý vị đang giúp đỡ, cần sự giúp đỡ, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, hãy gọi đến số dịch vụ thành viên MESSA trên mặt sau của thẻ.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e shërbimit të anëtarësimit MESSA në anën e pasme të kartës tuaj.

귀하 또는 귀하가 도움을 제공하는 누군가가 도움이 필요한 경우, 귀하는 귀하의 모국어로 무료로 도움과 정보를 제공 받을 권리를 갖고 있습니다. 통역사의 도움을 받으려면 카드 뒷면의 MESSA 회원 서비스 번호로 전화하십시오.

যদি আপনাকে বা আপনাকে সাহায্য করছেন এমন কারো সাহায্যের প্রয়োজন হয়, তাহলে ককারণা খরচ ছাড়াই আপনার ভাষায় সহায়তা ও তথ্য পাওয়ার অধিকার রয়েছে। ককারণা কিভাবেই সারণ্য ককথা বেরত, আপনার কার্ডের কপছরন পিত্ত MESSA সিসম পদররমববার নম্বরর কে করুন।

যদি আপনার বা আপনাকে সাহায্য করছেন এমন কারো সাহায্যের প্রয়োজন হয়, তাহলে ককারণা খরচ ছাড়াই আপনার ভাষায় সহায়তা ও তথ্য পাওয়ার অধিকার রয়েছে। ককারণা কিভাবেই সারণ্য ককথা বেরত, আপনার কার্ডের কপছরন পিত্ত MESSA সিসম পদররমববার নম্বরর কে করুন।

Jeśli Ty lub osoba, której pomagasz, potrzebujesz pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi członków MESSA wskazany na odwrocie Twojej karty.

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ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたMESSAメンバーサービスの電話番号までお電話ください。

Если Вам или лицу, которому Вы помогаете, нужна помощь, то Вы имеете право на бесплатное получение помощи и информации на Вашем языке. Для разговора с переводчиком позвоните по номеру

телефона MESSA отдела обслуживания клиентов, указанному на обратной стороне Вашей карты. Ukoliko je vama ili nekom kome pomažete potrebna pomoć, imate pravo dobiti pomoć i informaciju na vašem jeziku besplatno. Da biste razgovarali sa prevodiocem, pozovite broj za usluge članova MESSA na zadnjoj strani vaše kartice.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makausap ang isang interpreter, tumawag sa numero para sa mga serbisyo sa miyembro ng MESSA na nasa likuran ng iyong card.

Important disclosure

MESSA and Blue Cross Blue Shield of Michigan (BCBSM) comply with federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. MESSA and BCBSM provide free auxiliary aids and services to people with disabilities to communicate effectively with us, including qualified sign language interpreters. If you need assistance, call MESSA's Member Service Center at 800.336.0013 or TTY 888.445.5614.

If you need help filing a grievance, MESSA's general counsel is available to help you. If you believe that MESSA or BCBSM failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, or by mail, phone, fax or email:

General Counsel, MESSA, P.O. Box 2560, East Lansing, MI 48826-2560, 800.292.4910, TTY: 888.445.5613, fax: 517.203.2909 or CivilRights-GeneralCounsel@messa.org.

You can also file a civil rights complaint with the Office for Civil Rights on the web at OCRCComplaint@hhs.gov, or by mail, phone or email: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 800.368.1019, TTD: 800.537.7697, or OCRCComplaint@hhs.gov.



MESSA Choices



Saver RX

Coverage for: Individual/Family | Plan Type: PPO

A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.messa.org or call MESSA at 1-800-336-0013. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call MESSA at 1-800-336-0013 to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$500 Individual/ \$1,000 Family	\$1,000 Individual/ \$2,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at (https://www.healthcare.gov/coverage/preventive-care-benefits/).
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$1,500 Individual/ \$3,000 Family	\$3,000 Individual/ \$6,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. For a list of <u>network providers</u> see (http://www.messa.org) or call MESSA at 800-336-0013		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /office visit	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /office visit	20% <u>coinsurance</u>	None
	<u>Preventive care</u> / <u>screening</u> / immunization	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.messa.org	Generic or prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 34-day supply; \$20 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	Preventive drugs covered in full. Your prescription drug coverage has a separate out-of-pocket limit of \$1,000/\$2,000. Mail order drugs are not covered out-of-network.
	Preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Non-preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$50 <u>copay</u> /visit	\$50 <u>copay</u> /visit	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Mileage limits apply
	<u>Urgent care</u>	\$25 <u>copay</u> /visit	20% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	No Charge	Physician certification required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	No Charge	20% <u>coinsurance</u>	Applied behavior analysis (ABA) treatment for Autism - when rendered by a Licensed Behavior Analyst (LBA) - subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No Charge	No Charge	Physician certification required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge	No Charge	Physician certification required. Unlimited visits.
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic Surgery
- Dental care (Adult)
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture treatment
- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See (<http://www.messa.org>)
- Hearing aids
- Infertility treatment
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling 1-800-324-6172. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact MESSA by calling 1-800-336-0013.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$570

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$800
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,320

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$50
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$550

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

Language services

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Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de servicios para miembros de MESSA, que aparece en la parte trasera de su tarjeta.

إذا كنت أنت أو شخص آخر تساعد به حاجة إلى المساعدة، فمن حَقَّكَ الحصول على المساعدة والمعلومات بلغتك بدون أي كلفة للتحدث إلى مترجم، اتصل بالرقم المخصص الموجود على ظهر بطاقتك MESSA لخدمات أعضاء.

如果您，或是您正在協助的對象，需要協助，您有權利免費已您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的MESSA會員服務電話。

Nếu quý vị hoặc ai đó mà quý vị đang giúp đỡ, cần sự giúp đỡ, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, hãy gọi đến số dịch vụ thành viên MESSA trên mặt sau của thẻ.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e shërbimit të anëtarësimit MESSA në anën e pasme të kartës tuaj.

귀하 또는 귀하가 도움을 제공하는 누군가가 도움이 필요한 경우, 귀하는 귀하의 모국어로 무료로 도움과 정보를 제공 받을 권리를 갖고 있습니다. 통역사의 도움을 받으려면 카드 뒷면의 MESSA 회원 서비스 번호로 전화하십시오.

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Important disclosure

MESSA and Blue Cross Blue Shield of Michigan (BCBSM) comply with federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. MESSA and BCBSM provide free auxiliary aids and services to people with disabilities to communicate effectively with us, including qualified sign language interpreters. If you need assistance, call MESSA's Member Service Center at 800.336.0013 or TTY 888.445.5614.

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General Counsel, MESSA, P.O. Box 2560, East Lansing, MI 48826-2560, 800.292.4910, TTY: 888.445.5613, fax: 517.203.2909 or CivilRights-GeneralCounsel@messa.org.

You can also file a civil rights complaint with the Office for Civil Rights on the web at OCRComplaint@hhs.gov, or by mail, phone or email: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 800.368.1019, TTD: 800.537.7697, or OCRComplaint@hhs.gov.



MESSA ABC & ABC RX



Plan 3 Coins 10%

Coverage for: Individual/Family | Plan Type: PPO

A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.messa.org or call MESSA at 1-800-336-0013. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call MESSA at 1-800-336-0013 to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$3,500 Individual/ \$7,000 Family	\$7,000 Individual/ \$14,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at (https://www.healthcare.gov/coverage/preventive-care-benefits/).
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$4,500 Individual/ \$9,000 Family	\$9,000 Individual/ \$18,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. For a list of <u>network providers</u> see (http://www.messa.org) or call MESSA at 800-336-0013		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.messa.org	Generic or prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 34-day supply; \$20 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	<u>Preventive</u> drugs covered in full. Mail order drugs are not covered out-of-network.
	Preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	
	Non-preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Mileage limits apply

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Urgent care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Inpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	No Charge; <u>deductible</u> does not apply	30% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Applied behavior analysis (ABA) treatment for Autism - when rendered by a Licensed Behavior Analyst (LBA) - subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Physician certification required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Physician certification required. Unlimited visits.
	Children's eye exam	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic Surgery
- Dental care (Adult)
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture treatment
- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See (<http://www.messa.org>)
- Hearing aids
- Infertility treatment
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling 1-800-324-6172. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact MESSA by calling 1-800-336-0013.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn’t meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#). (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$3,500
■ <u>Specialist coinsurance</u>	10%
■ <u>Hospital (facility) coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$3,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$600
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$4,170

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$3,500
■ <u>Specialist coinsurance</u>	10%
■ <u>Hospital (facility) coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$3,500
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$40
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$3,760

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$3,500
■ <u>Specialist coinsurance</u>	10%
■ <u>Hospital (facility) coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

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Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de servicios para miembros de MESSA, que aparece en la parte trasera de su tarjeta.

إذا كنت أنت أو شخص آخر تساعد بحاجة إلى المساعدة، فمن حقك الحصول على المساعدة والمعلومات بلغتك بدون أي كلفة. للتحدث إلى مترجم، اتصل بالرقم المخصص الموجود على ظهر بطاقتك MESSA لخدمات أعضاء.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的MESSA會員服務電話。

Nếu quý vị hoặc ai đó mà quý vị đang giúp đỡ, cần sự giúp đỡ, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, hãy gọi đến số dịch vụ thành viên MESSA trên mặt sau của thẻ.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e shërbimit të anëtarësimit MESSA në anën e pasme të kartës tuaj.

귀하 또는 귀하가 도움을 제공하는 누군가가 도움이 필요한 경우, 귀하는 귀하의 모국어로 무료로 도움과 정보를 제공 받을 권리를 갖고 있습니다. 통역사의 도움을 받으려면 카드 뒷면의 MESSA 회원 서비스 번호로 전화하십시오.

যদি আপনাকে বা আপনাকে সাহায্য করছেন এমন কারো সাহায্যের প্রয়োজন হয়, তাহলে ককারণা খরচ ছাড়াই আপনার ভাষায় সহায়তা ও তথ্য পাওয়ার অধিকার রয়েছে। ককারণা কিভাবেই সারণ্য ককথা বেরত, আপনার কার্ডের কপছরন পিত্ত MESSA সিসম পদররমববার নম্বরকে ককরুন।

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Jeśli Ty lub osoba, której pomagasz, potrzebujesz pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi członków MESSA wskazany na odwrocie Twojej karty.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigen, haben Sie das Recht kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer der MESSA-Mitgliederbetreuung auf der Rückseite Ihrer Karte an. Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere gratuitamente aiuto e informazioni nella tua lingua. Per parlare con un interprete, chiama il numero del servizio membri MESSA presente sul retro della tua tessera.

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If you need help filing a grievance, MESSA's general counsel is available to help you. If you believe that MESSA or BCBSM failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, or by mail, phone, fax or email:

General Counsel, MESSA, P.O. Box 2560, East Lansing, MI 48826-2560, 800.292.4910, TTY: 888.445.5613, fax: 517.203.2909 or CivilRights-GeneralCounsel@messa.org.

You can also file a civil rights complaint with the Office for Civil Rights on the web at OCRCComplaint@hhs.gov, or by mail, phone or email: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 800.368.1019, TTD: 800.537.7697, or OCRCComplaint@hhs.gov.



MESSA ABC & ABC RX



Plan 1

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.messa.org or call MESSA at 1-800-336-0013. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call MESSA at 1-800-336-0013 to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$1,500 Individual/ \$3,000 Family	\$3,000 Individual/ \$6,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at (https://www.healthcare.gov/coverage/preventive-care-benefits/).
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$2,500 Individual/ \$5,000 Family	\$5,000 Individual/ \$10,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. For a list of <u>network providers</u> see (http://www.messa.org) or call MESSA at 800-336-0013		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge	20% <u>coinsurance</u>	None
	<u>Specialist visit</u>	No Charge	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.messa.org	Generic or prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 34-day supply; \$20 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	<u>Preventive</u> drugs covered in full. Mail order drugs are not covered out-of-network.
	Preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	
	Non-preferred brand-name drugs	\$40 <u>copay</u> /prescription for retail 34-day supply; \$80 <u>copay</u> /prescription for retail and mail order 90-day supply	In-Network <u>copay</u> plus an additional 25% of the approved amount	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	No Charge	No Charge	None
	<u>Emergency medical transportation</u>	No Charge	No Charge	Mileage limits apply
	<u>Urgent care</u>	No Charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	No Charge	20% <u>coinsurance</u>	None
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	No Charge	Physician certification required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	No Charge	20% <u>coinsurance</u>	Applied behavior analysis (ABA) treatment for Autism - when rendered by a Licensed Behavior Analyst (LBA) - subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No Charge	No Charge	Physician certification required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge	No Charge	Physician certification required. Unlimited visits.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
For more information on pediatric vision or dental, contact your plan administrator	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic Surgery
- Dental care (Adult)
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture treatment
- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See (<http://www.messa.org>)
- Hearing aids
- Infertility treatment
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling 1-800-324-6172. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact MESSA by calling 1-800-336-0013.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn’t meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#). (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,570

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$2,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,510

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

Language services

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call MESSA's Member Service Center at 800.336.0013 or TTY 888.445.5614.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de servicios para miembros de MESSA, que aparece en la parte trasera de su tarjeta.

إذا كنت أنت أو شخص آخر تساعد بحاجة إلى المساعدة، فمن حقك الحصول على المساعدة والمعلومات بلغتك بدون أي كلفة. للتحدث إلى مترجم، اتصل بالرقم المخصص الموجود على ظهر بطاقتك MESSA لخدمات أعضاء.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的MESSA會員服務電話。

Nếu quý vị hoặc ai đó mà quý vị đang giúp đỡ, cần sự giúp đỡ, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, hãy gọi đến số dịch vụ thành viên MESSA trên mặt sau của thẻ.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e shërbimit të anëtarësimit MESSA në anën e pasme të kartës tuaj.

귀하 또는 귀하가 도움을 제공하는 누군가가 도움이 필요한 경우, 귀하는 귀하의 모국어로 무료로 도움과 정보를 제공 받을 권리를 갖고 있습니다. 통역사의 도움을 받으려면 카드 뒷면의 MESSA 회원 서비스 번호로 전화하십시오.

যদি আপনাকে বা আপনাকে সাহায্য করছেন এমন কারো সাহায্যের প্রয়োজন হয়, তাহলে ককারণা খরচ ছাড়াই আপনার ভাষায় সহায়তা ও তথ্য পাওয়ার অধিকার রয়েছে। ককারণা কিভাবেই সারণ্য ককথা বেরত, আপনার কার্ডের কপছরন পিত্ত MESSA সিসম পদররমববার নম্বরর কে করুন।

যদি আপনার বা আপনাকে সাহায্য করছেন এমন কারো সাহায্যের প্রয়োজন হয়, তাহলে ককারণা খরচ ছাড়াই আপনার ভাষায় সহায়তা ও তথ্য পাওয়ার অধিকার রয়েছে। ককারণা কিভাবেই সারণ্য ককথা বেরত, আপনার কার্ডের কপছরন পিত্ত MESSA সিসম পদররমববার নম্বরর কে করুন।

Jeśli Ty lub osoba, której pomagasz, potrzebujesz pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi członków MESSA wskazany na odwrocie Twojej karty.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigen, haben Sie das Recht kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer der MESSA-Mitgliederbetreuung auf der Rückseite Ihrer Karte an. Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere gratuitamente aiuto e informazioni nella tua lingua. Per parlare con un interprete, chiama il numero del servizio membri MESSA presente sul retro della tua tessera.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたMESSAメンバーサービスの電話番号までお電話ください。

Если Вам или лицу, которому Вы помогаете, нужна помощь, то Вы имеете право на бесплатное получение помощи и информации на Вашем языке. Для разговора с переводчиком позвоните по номеру

телефона MESSA отдела обслуживания клиентов, указанному на обратной стороне Вашей карты. Ukoliko je vama ili nekom kome pomažete potrebna pomoć, imate pravo dobiti pomoć i informaciju na vašem jeziku besplatno. Da biste razgovarali sa prevodiocem, pozovite broj za usluge članova MESSA na zadnjoj strani vaše kartice.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makausap ang isang interpreter, tumawag sa numero para sa mga serbisyo sa miyembro ng MESSA na nasa likuran ng iyong card.

Important disclosure

MESSA and Blue Cross Blue Shield of Michigan (BCBSM) comply with federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. MESSA and BCBSM provide free auxiliary aids and services to people with disabilities to communicate effectively with us, including qualified sign language interpreters. If you need assistance, call MESSA's Member Service Center at 800.336.0013 or TTY 888.445.5614.

If you need help filing a grievance, MESSA's general counsel is available to help you. If you believe that MESSA or BCBSM failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, or by mail, phone, fax or email:

General Counsel, MESSA, P.O. Box 2560, East Lansing, MI 48826-2560, 800.292.4910, TTY: 888.445.5613, fax: 517.203.2909 or CivilRights-GeneralCounsel@messa.org.

You can also file a civil rights complaint with the Office for Civil Rights on the web at OCRCComplaint@hhs.gov, or by mail, phone or email: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, 800.368.1019, TTD: 800.537.7697, or OCRCComplaint@hhs.gov.



Book	Policy Manual
Section	7000 Property
Title	STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY
Code	po7540.04
Status	Active
Legal	P.L. 106-554, Children's Internet Protection Act of 2000 P.L. 110-385, Title II, Protecting Children in the 21st Century Act 18 U.S.C. 1460 18 U.S.C. 2246 18 U.S.C. 2256 20 U.S.C. 6777, 9134 (2003) 20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003) 47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003) 47 C.F.R. 54.520
Adopted	June 18, 2012

7540.04 - **STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY**

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The Board of Education is pleased to provide Internet service to its staff. The Board encourages staff to utilize the Internet in order to promote educational excellence in our schools by providing them with the opportunity to develop the resource sharing, innovation, and communication skills and tools which will be essential to life and work in the 21st century. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources. The instructional use of the Internet will be guided by the Board's policy on Instructional Materials.

The District's Internet system has not been established as a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of the District's Internet system is in accord with its limited educational purpose. Staff use of the District's computers, network, and Internet services (Network) will be governed by this policy and the related administrative guidelines, and any applicable employment contracts and collective bargaining agreements. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network. Users have no right or expectation to privacy when using the Network including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the Network.

The Internet is a global information and communication network that provides an incredible opportunity to bring previously unimaginable education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access up-to-date, highly relevant information that will enhance their learning and the education process. Further, the Internet provides students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

First, and foremost, the Board may not be able to technologically limit access to services through the Board's Internet connection to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, will open classrooms and students to electronic information resources which have not been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors.

The technology protection measures may not be disabled at any time that students may be using the Network, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures will be subject to disciplinary action, up to and including termination.

The Superintendent or designee may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking"), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response. All Internet users are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff members are responsible for good behavior on Board's computers/network and the Internet just as they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature.

Staff members shall not access social media for personal use on the District's network, and shall access social media for educational use only after submitting a plan for that educational use and securing the Principal's approval of that plan in advance.

General school rules for behavior and communication apply. The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users granted access to the Internet through the Board's computers assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by this policy and its accompanying guidelines.

Social Media Use

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

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined.

The Board designates the Superintendent as the administrator responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to the use of the Network and the Internet for instructional purposes.

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Book Administrative Guideline Manual
Section 3000 Professional Staff
Title STANDARDS OF CONDUCT FOR EARLY HEAD START/HEAD START
Code ag3120E
Status Active
Adopted January 21, 2014

3120E - STANDARDS OF CONDUCT FOR EARLY HEAD START/HEAD START

All staff, consultants, and volunteers must abide by the program's standards of conduct as set forth in the Federal Performance Standards (45 CFR 1304.52(h)). The following standards specify that:

- A. I agree that I will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability;
- B. I agree that I will follow program confidentiality policies concerning information about children, families and other staff members;
- C. I agree that no child will be left alone or unsupervised while under my care;
- D. I agree that I will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse or humiliation. In addition, I agree I will not employ methods of discipline that involves isolation, the use of food as punishment or reward or the denial of basic needs;
- E. I agree that as an employee engaged in the award and administration of contracts or other financial awards that I will not solicit or accept personal gratuities, favors or anything of significant monetary value from contractors or potential contractors.

I understand that a violation of the above Standards of Conduct may result in disciplinary action up to and including termination of my employment.

Statement of Understanding

I have read and understand the above Standards of Conduct.

Employee Name _____ Date _____

Assistant Superintendent for Human Resources and Legal Counsel Date

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Assistant Superintendent for Human
Resources and Legal Counsel

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Date



MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

Human Resources Department and Legal Counsel

1101 S. Raisinville Road

Monroe, Michigan 48161

734-322-2640

www.monroeisd.us

MEMORANDUM

To: All MCISD Staff

From: Eric Feldman
Assistant Superintendent for Human Resources and Legal Counsel

Date: June 27, 2022

RE: Staff Dress and Grooming Policy

The image that the Monroe County Intermediate School District portrays to the public is reflected in the professionalism of its employees. Appropriate attire is an important part of that professionalism. Specifically, Staff Dress and Grooming Board Policy (3216 and 4216) requires that while assigned to District duty, staff shall:

- Be physically clean, neat and well groomed;
- Dress in a manner consistent with responsibilities;
- Dress in a manner that communicates to others pride in personal appearance;
- Dress in a manner that does not cause damage to District property; and
- Be groomed in such a way that dress and hair style does not disrupt the educational process or cause a health or safety hazard.

Dress, appearance, and personal grooming/hygiene should not be offensive to community members or other employees. In compliance with the policy, the following are examples of **unacceptable attire** for staff when performing District duties, including attending professional development activities, such as opening day or countywide in-service:

- Denim jeans, except for custodians, bus drivers, bus aides, for outdoor field trips and for certain staff when warranted by safety issues in programs;
- Skin tight and/or low-riding pants;
- Miniskirts;
- Transparent or semi-transparent shirt, blouses, or tops;
- Sweat suits/warm-up suits, except for physical education teachers;
- Torn, patched/faded and or dirty clothing;
- Strapless shirts or dresses;
- Flip flops;
- Bedroom slippers;
- Tank tops;
- **Shirts with inappropriate messages, including but not limited to, messages or images related to alcoholic beverages and/or drugs; and**
- Shorts, except that program-based staff that spends a **majority** of the day outdoors and custodians may wear **knee-length shorts** mid-June through mid-August only.

Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours. Tattoos should not be visible.

Supervisors will discuss inappropriate dress issues with individual staff members, when warranted. **Staff in local districts may follow the dress code of the local building in which they work.**



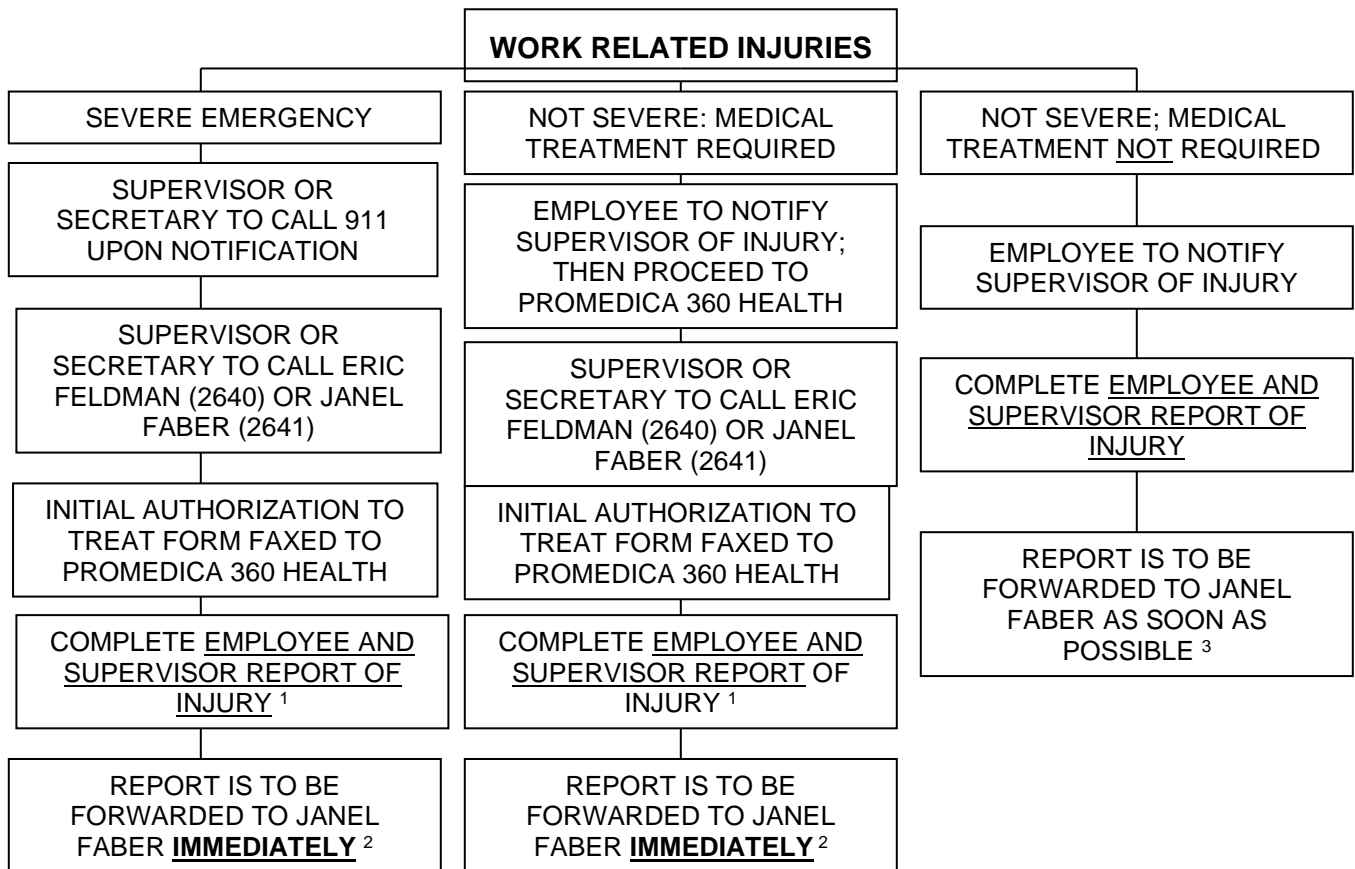
MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
Human Resources Department
1101 S. Raisinville Road
Monroe, Michigan 48161
734-242-5799

IMPORTANT INFORMATION!

To: All Monroe County Intermediate School District Employees

Subject: **WORK RELATED INJURIES**

To help everyone properly address injuries that occur on the job, please follow the chart below:



¹The employee must indicate on the injury report form whether or not medical treatment was received. Injuries not requiring medical treatment are not reported to our workers' compensation insurance carrier. The Employee and Supervisor Injury Report can be found on the ISD website under Human Resource General Forms.

²It is imperative that these reports be forwarded as soon as possible. Our workers compensation insurance company will deny payment of medical bills if an injury report is not on file. Additionally, if further treatment or a referral is indicated, the insurance company cannot authorize such treatment without an injury report and claim number.

³ Should the employee decide at a later date to seek medical treatment, he/she must call Janel Faber so that the injury report information can be forwarded to the insurance company.

WORKERS' COMPENSATION – ADDITIONAL INFORMATION

Treatment for Injuries:

Employees are urged to seek medical treatment as soon as possible after the injury. All initial treatment must be handled through the ProMedica 360 Health which is located at 901 North Macomb St., Suite 1 in Monroe (See map below.) This is across the street from the main hospital campus.

Follow-up Procedures:

After being seen at ProMedica 360 Health, employees are expected to report to the Human Resource Department with the "Return to Work Recommendation". If the employee is given restrictions, the Assistant Superintendent for Human Resources will contact the supervisor to determine if the employee will be able to work with the stated restrictions.

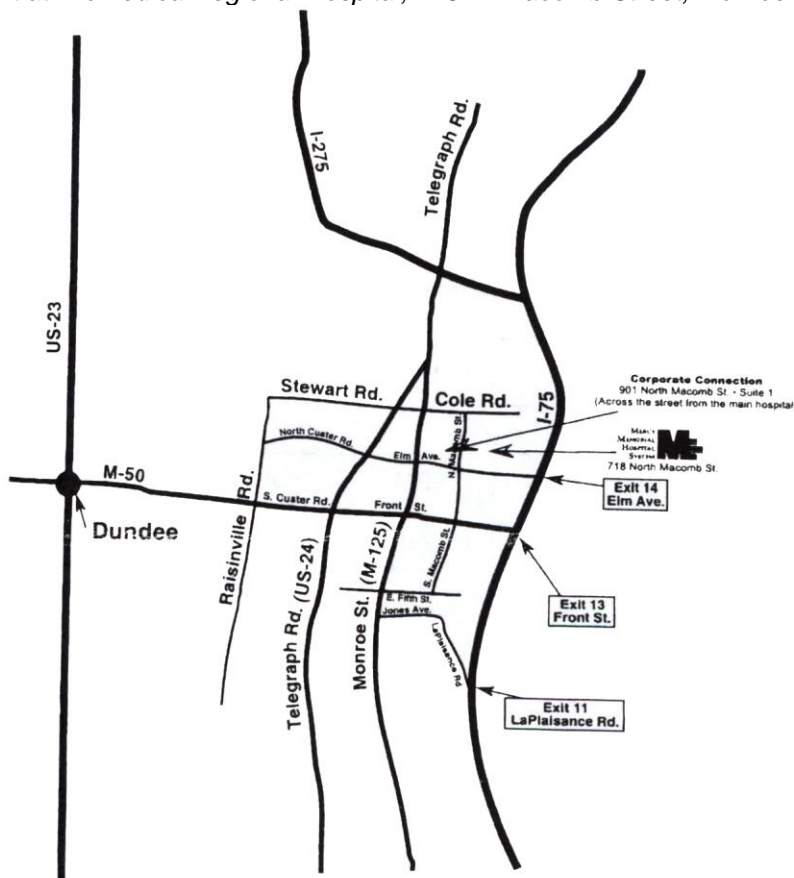
Note: If an employee has restrictions, he/she must continue to follow-up with ProMedica 360 Health until the restrictions are lifted. **The "Return to Work Recommendation" must be forwarded to the Human Resources Department following each appointment.**

Evening or Weekend Treatment

Should an employee need treatment for a work-related injury during hours that the ProMedica 360 Health is not in operation, employees are to be seen at the Emergency Department at ProMedica Regional Hospital.

ProMedica 360 Health is located within the ProMedica Regional Hospital complex across the street from the main hospital campus. Our address is 901 N. Macomb Street, Suite 1, Monroe, MI 48162.

Phone: (734) 240-4150. Hours: Monday – Friday, 8:00 AM – 4:30 PM. *After hour injuries are to go to the Emergency Department at ProMedica Regional Hospital, 718 N. Macomb Street, Monroe.*





Book	Policy Manual
Section	3000 Professional Staff
Title	ANTI-HARASSMENT
Code	po3362
Status	Active
Legal	<p>Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) 29 C.F.R. Part 1635 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967 29 U.S.C. 794, Rehabilitation Act of 1973, as amended 42 U.S.C. 1983 42 U.S.C. 2000e et seq. 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act 42 U.S.C. 6101, The Age Discrimination Act of 1975 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq. The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. Policies on Bullying, Michigan State Board of Education, 7-19-01 Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 National School Boards Association Inquiry and Analysis May 2008</p>
Adopted	November 21, 1997
Last Revised	November 15, 2022

3362 - **ANTI-HARASSMENT**

General Policy Statement

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

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Eric Feldman
Assistant Superintendent for Human Resources and Legal Counsel
1101 South Raisinville Road
Monroe, Michigan 48161
734-322-2640
eric.feldman@monroeisd.us

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The Compliance Officer(s) is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to a Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to one (1) of the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with a Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior, and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the

course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action, up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 6/27/96

Revised 5/16/00

Revised 10/18/16

T.C. 3/17/22

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Book	Policy Manual
Section	4000 Support Staff
Title	ANTI-HARASSMENT
Code	po4362
Status	Active
Legal	<p>Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967 29 U.S.C. 6101, The Age Discrimination Act of 1975 42 U.S.C. 2000e et seq. 42 U.S.C. 1983 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act 29 C.F.R. Part 1635 Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. 29 U.S.C. 794, Rehabilitation Act of 1973, as amended 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq. The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. Policies on Bullying, Michigan State Board of Education, 7-19-01 Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 National School Boards Association Inquiry and Analysis May 2008</p>
Adopted	November 21, 1995
Last Revised	January 3, 2023

4362 - **ANTI-HARASSMENT**

General Policy Statement

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

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

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate

in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Eric Feldman
Assistant Superintendent for Human Resources and Legal Counsel
1101 South Raisinville Road
Monroe, Michigan 48161
734-322-2640
eric.feldman@monroeisd.us

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The Compliance Officer(s) is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 4362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as

stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in

the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but

not be limited to:

- A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 6/27/96
Revised 5/16/00
Revised 10/18/16
T.C. 3/17/22



Book	Policy Manual
Section	5000 Students
Title	ANTI-BULLYING POLICY
Code	po5517.01
Status	Active
Legal	MCL 380.1310B (Matt Epling Safe School Law 2014, PA 478)
Adopted	April 15, 2012
Last Revised	May 19, 2015

5517.01 - **ANTI-BULLYING POLICY**

It is the policy of the District 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. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.
 - b. Having an actual and substantial detrimental effect on a student's physical or mental health; or
 - c. 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;
 - d. Substantially interfering with educational opportunities, benefits, or programs of one or more students;
- 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 shall promptly report such incident to the appropriate principal, supervisor or designee.

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, supervisor or designee, the staff member shall promptly report the incident to one or more of the aforementioned individuals.

Confidentiality. The identity of the individual reporting an act of bullying will remain confidential to the extent possible and to the extent allowable by law. Only school personnel directly involved in the investigation or responsible for remedying any violations will be provided access to the identity of the individual reporting the act of bullying.

C. Investigation. All reported allegations of a policy violation or related complaint about bullying shall be promptly and thoroughly investigated by the building principal or designee. A description of each reported incident, along with all investigation materials and conclusions reached by the principal, supervisor or designee shall be documented and filed separately with similar materials in the District's central administrative office.

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

E. Annual Reports. At least annually, 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. The Responsible School Official shall report incidents of bullying on an annual basis to the department on a form provided by the Department.

F. Responsible School Official. The Superintendent ("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, supervisor or designee as described in this policy.

G. Posting/Publication of Policy. Notice of this policy will be: (a) annually circulated to all students and staff, (b) posted in conspicuous locations in all school buildings and departments within the District, (c) annually discussed with students, and (d) incorporated into the teacher, student, and parent/guardian handbooks.

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. "Telecommunications Access Device" means that term as defined in Section 219a of the Michigan Penal Code, 1931 PA 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, a 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.
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.

I. Modifications or Amendments

The Board shall hold a public hearing at a regular Board meeting any time an amendment or revision is made to this policy. Any amendments or modifications to this policy must be submitted to the Department not later than thirty (30) days after adopting the modification or amendment.