



**MONROE COUNTY
INTERMEDIATE SCHOOL DISTRICT**

**Employee Handbook for Non -Affiliated
Administrative Exempt and Non-Exempt
Personnel**

August 2022

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.

Your position is part of the Non-affiliated Administrative Group. This Handbook includes policies and procedures applicable to you as a non-affiliated employee of the MCISD. The Handbook does not contain all of MCISD's policies and procedures. 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 MCISD at any time.

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

BOARD OF EDUCATION

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ADMINISTRATIVE STAFF

Stephen J. 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 Monroe County Intermediate School District'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 Monroe County Intermediate School District'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 began school 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 at Arborwood South Elementary, Dundee Elementary, Ida Elementary, Monroe County Community College, Neidermeier Elementary, Orchard Center, Riverside Elementary, Smith Road Elementary, and Sodt Elementary. The MCISD also

operates Great Start Readiness Programs at Arborwood South Elementary, Custer Elementary, Raisinville Elementary, Riverside Elementary, and Sodt Elementary.

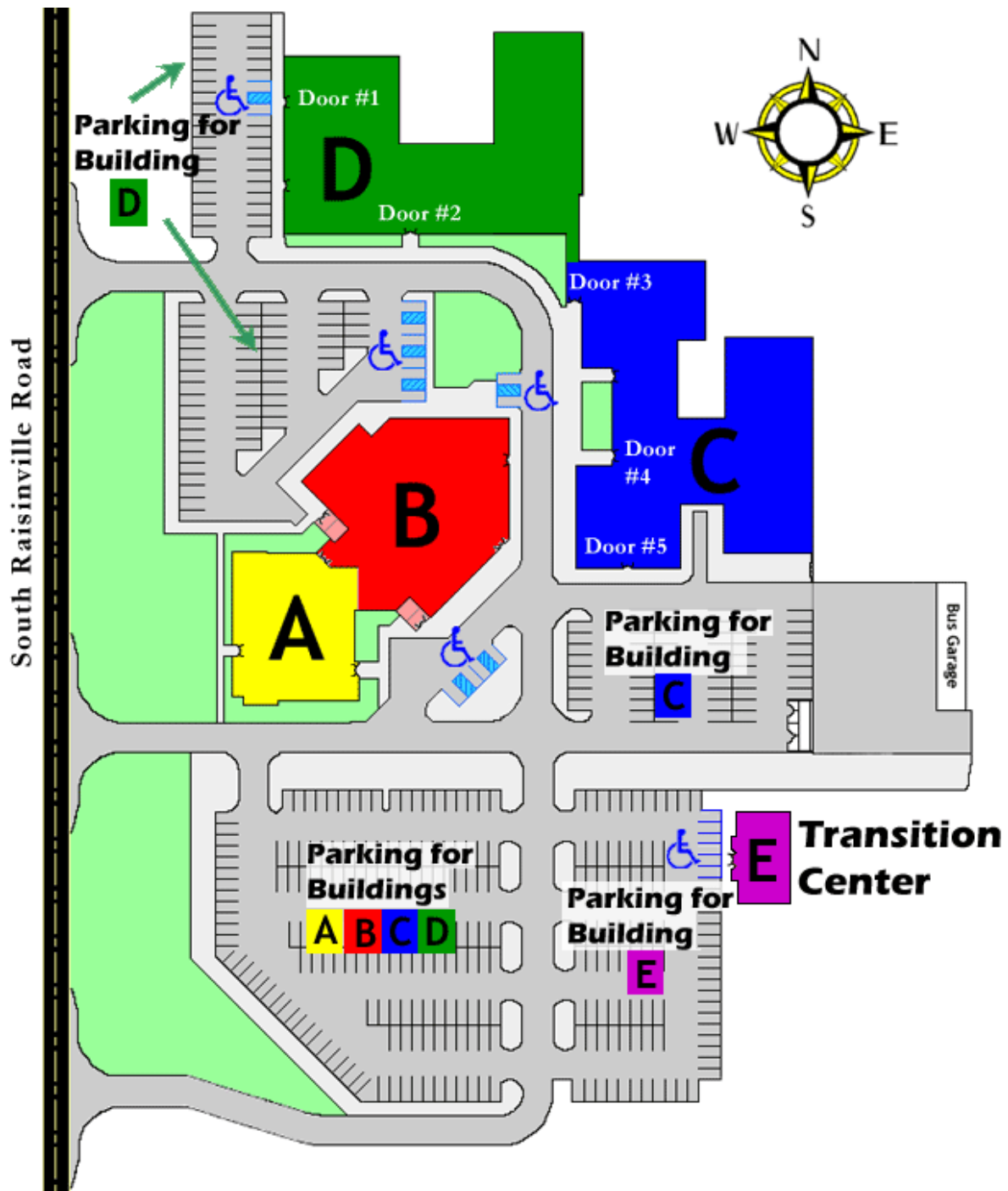
Additionally, the MCISD collaborates with a wide range of community agencies and service organizations to develop strategies that address school safety, early childhood development and nurturing, substance abuse prevention, and other social issues that affect students, their families and our community 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 Department webpage provides employees with pertinent information related to their employment with Monroe County ISD. 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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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. **Positions that are grant-funded may have the paid days reduced or eliminated depending on the 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.

EXEMPT POSITIONS

Business and Administrative Services Department (Annual Contract)

Director, Building and Grounds (260 days)

Accounting Supervisor (260 days)

Accountant/Payroll (260 days)

Accountant/Summerfield (260 days)

Accountant and Child Accounting Auditor (260 days)

Shared-Time Business Manager (Ida) (260 days)

Business Manager/Summerfield (260 days)
Supervisor, Transportation (260 days)
Finance Application and Payroll Support Specialist (260 days)

Curriculum and Instruction Department (Annual Contract)

Director of Information Services (260 days)
Director, Research, Evaluation and Assessment (220 days)
Coordinator, Knabus Math and Science Center (220 days)
Coordinator, Technology Applications (230 days)
Dean of Students, Monroe County Middle College (208 days)
Director, Career and Technology Education (220 days)
Network Manager (260 days)

Superintendent's Office (Annual Contract, Exempt)

Administrative Assistant and Communications Coordinator (260 days)
Mental Health Crisis Consultant (220 days)

EXEMPT, GRANT-FUNDED POSITIONS

Special Education Department (Annual Contract)

Youth Opportunity Program Coordinator (240 days, or as determined by grant)
Director, Great Start Collaborative (195 days or as determined by grant)

Superintendent Department (Annual Contract)

Director, CASA Program (260 days or as determined by grant)

HEAD START Exempt (Contracted employees)

Director (260 days or as dependent upon grant)

GSRP Exempt

Director (260 days or as dependent upon grant)

NON-EXEMPT POSITIONS (Annual Contract)

Administrative Assistant (HR) (260 days)
Graphic and Design Specialist (260 days)
Help Desk Technician (260 days)
Instructional Technology Specialist (220 days) (2 positions)
Student Information Applications Specialist (260 days)
Coordinator, Technology Support (local districts) (260 days) (2 positions)

NON-EXEMPT, GRANT-FUNDED POSITIONS (Hourly- Time Sheet)

YOP Specialist (240 days or as determined by grant) (2 positions) (no insurance benefits for part-time position)

Volunteer Coordinator, CASA Program (part-time, as determined by grant)
Early On Family Engagement Coordinator (as determined by grant) (1 position) **(no insurance benefits)**
Early On Family Engagement Specialist (as determined by grant) (2 positions)
Early On Parent Educators (as determined by grant) (3 positions) **(1 position no insurance benefits)**
Early On Service Coordinators (as determined by grant) (3 positions)
Youth Center School Liaison (as determined by grant) **(no fringe benefits)**
Great Start Collaborative Parent Liaison (determined by grant) **(no fringe benefits)**

QUALIFICATIONS FOR POSITIONS

All persons employed will be expected to meet employment qualifications required by state law, regulations, and by the Board of Education. Persons employed for positions for which no minimum qualifications are mandated by state law 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

Non-affiliated 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 on-line through Frontline Education – Applicant Tracking. All applications must be up to date and completed in its entirety.

CRIMINAL HISTORY CHECK

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

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 memorandum located in the Appendix, Attachment A.

WORK SCHEDULE

Yearly work schedules for employees in this group vary. Exempt employees working fewer than 260 days are responsible for completing a Calendar Form which will allow them to fulfill their scheduled number of work days. The Form can be found at <https://www.monroeisd.us/stafflogin/staffforms/>. Each employee must have a Calendar Form approved by his or her supervisor and a copy turned into Human Resources at the

beginning of the fiscal year. Any changes to the calendar must be approved by the supervisor and submitted to Human Resources.

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. 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. Full day employees will take a 30-minute unpaid lunch.

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.

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 on a form provided by the Human Resources Department. 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.

Employees who supervise will be evaluated using the Non-Instructional Manager evaluation tool. Remaining employees will be evaluated using the Non-Instructional Non-Manager evaluation tool.

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; 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

The salaries of employees are established upon creation of the position. Salary increases generally will be based on percentages recommended by the Superintendent and approved by the Board of Education.

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 will generally receive 24 pays per fiscal year (July-June). Employees are required to use direct deposit to receive their pay.

MICHIGAN PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM (MPSERS)

All employees of the Monroe County ISD are members of the Michigan Public School Employees' Retirement System. All questions regarding an employee's requirement to contribute to MPSERS's should be directed to the Human Resources Department. For more information on MPSERS, visit their website at www.michigan.gov/orsschools

GOALS

Eligible employees may earn up to \$200.00 per goal for three goals annually (\$600.00). The three goals will be mutually determined between the employee and the appropriate Assistant Superintendent by June 15th for the next fiscal year. The **employee's supervisor** will make a determination by June 1 whether each goal has been satisfactorily achieved. **Grant funded positions may not be eligible for goal incentives.**

LONGEVITY

Longevity will be paid to each eligible employee who, as of July 1st, has at least ten (10) years of continuous service with the MCISD. Payment will be made in one lump sum on or about the first payday in December. If an employee is on unpaid leave, longevity will be paid on their first paycheck after returning to work. Employees not completing their fiscal year will be paid longevity on a pro-rata basis.

	2021-2022	2022-2023	2023-2024
10-14 Years	\$1,600.00	\$1,700.00	\$1,800.00
15-19- Years	\$1,700.00	\$1,800.00	\$1,900.00

20+ years	\$1,800.00	\$1,900.00	\$2,000.00
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Grant funded positions may not be eligible for longevity.

RETIREMENT PAY

Employees who are eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum through a 403 (b) Plan equal to one-half (1/2) of their accumulated illness/injury leave at their last work year's daily rate of pay. In the case of the death of an employee who is eligible to retire with this benefit, the retirement payment will be paid to said employee's estate. **Grant-funded positions are not eligible for this benefit.**

To receive this benefit, the employee must meet all of the following requirements:

1. Actively employed by the District for a minimum of fifteen (15) years.
2. Declare, in writing to the Board, an irrevocable letter of retirement prior to March 30th of the fiscal year in which they plan to retire.
3. Retirement must be at the completion of the fiscal year.
4. Receive retirement benefits from the Michigan Public School Employees Retirement System.

Staff members eligible for this benefit are not eligible to receive any other Illness/Injury Leave reimbursement outlined in this booklet, except for payment of excess earned illness/injury leave days at the rate of \$60.00 per day as outlined under Illness/Injury Leave. **Grant funded positions are not eligible for this benefit.**

BENEFITS

INSURANCE BENEFITS

The Board offers the following insurance coverage to eligible employees and dependents upon application, unless otherwise noted in the job posting. The Board reserves the right to change carriers, levels of benefits and employee contributions.

- Medical Insurance
- Dental Insurance
- Vision Insurance

Information about insurance benefits and any applicable co pays, deductibles or employee contributions are available from the Human Resource Department and at <http://www.monroeisd.us/departments/hr/benefits/> See also Appendix B, Flexible Compensation Plan and MESSA.

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.

Subject to the limitations of Publicly Funded Health Insurance Contribution Act (MCL 15.563), the MCISD will fully fund the annual single in-network ABC Plan 1 Health Savings Account (HAS_ deductible on January 1st or the first banking day for each year of the contract for those employees electing one of the available ABC HSA plans during open enrollment. For those new employees selecting one of the available ABC HSA plans upon employment or for those employees experiencing a qualifying event during the year and selecting one of the available ABC HSA plans at that time, the MCISD will prorate the annual single in-network ABC Plan 1 HSA deductible on a monthly basis, if the employee opts for this benefit. For example, a new employee starting in September and selecting an available HSA, the MCISD would prefund the deductible for September, October, November and December.

The employee selecting an HSA shall have equal amounts of the single annual deductible deducted from his/her pays (24 annually) for that prefund.

Employees electing an available ABC HSA must sign a commitment letter to repay any prefunded amounts made and not repaid if the employee does not complete the entire calendar year for which the deductible was remitted by the MCISD. The employee's signature constitutes authorization for payroll to withhold any amounts still owing from the prefunded deductible from the employee's pay. The signature also acknowledges that should there be insufficient funds through the payroll process to cover the amount due. The employee is still obligated to repay the funds to the MCISD in a timely manner.

When the MCISD prefunds an employee's HSA ABC Plan 1 annual single deductible as described above, the amount the MCISD is responsible for shall not exceed the hard cap between the premium cost and the prefunded deductible.

Employees may opt into an HSA prefunding only at the MCISD's annual open enrollment period.

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 \$ 4,800.00 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.

Grant funded positions may not be eligible for insurance benefits or cash in lieu.

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 <http://www.monroeisd.us/departments/hr/benefits/>.

Long Term Disability

Long term disability coverage is provided to employees. Details about the coverage is available in the Human Resources Department and at <http://monroeisd.us/departments/hr/benefits/>

Grant funded positions may not be eligible for long term disability coverage.

Life Insurance

Term life insurance in the amount of \$50,000 is offered to employees.

Grant funded positions may not be eligible for life insurance benefit.

Supplemental Insurance Coverage

The following insurance options are available but premiums and contributions are the employees' responsibility. Contact the Human Resources Department or visit <http://www.monroeisd.us/departments/hr/benefits/> for further information about:

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

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 <http://www.monroeisd.us/departments/hr/benefits/>.

TAX SHELTERED ANNUITY PLANS

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 and/or their immediate family member (see Illness and Injury Leave Section) off ill the day before or after the holiday 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.

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 is awarded based on the hire date in the non-affiliated group.

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. Any unused vacation earned in the previous fiscal year not used by December 31 of the following fiscal year will be added to the employee's illness/injury accumulation, except for grant-funded positions. A payout of remaining vacation days, at the employee's current daily rate, will be made upon termination, except for grant-funded positions.

Grant funded positions may not be eligible for vacation days.

NECESSARY BUSINESS DAYS

Each employee shall receive two (2) Necessary Business days upon hire and at the beginning of the fiscal year (July) (one day for persons working less than 200 days) to be used for emergencies or personal business only. If hired after January 1, an employee will receive 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. Some of the reasons for which Necessary Business/Emergency Days may not be used are: shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money. An employee may use one (1) accumulated illness/injury day as a Necessary Business Day per school year.

An employee wishing to use his/her Necessary Business/Emergency Day(s) shall indicate this desire to his/her division head as well as file and sign a written statement on the appropriate 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 division head 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.

Unused Necessary Business/Emergency Days may be accrued to a maximum of three days in any one year and any other unused Necessary Business/Emergency Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.

These days may be taken in one-quarter (1/4) day increments of the employee's workday.

Early On employees are granted two Necessary Business Days at the start of each fiscal year. Early On employees hired after January 1 will receive one Necessary Business Day. The balance of these days will not be accrued to the next fiscal year.

Grant funded positions may not be eligible for Necessary Business Days. No grant funded position is eligible roll Necessary Business days over to the next fiscal year.

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.

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.

The maximum accumulation of illness/injury leave days will vary dependent upon the regular work year for each employee, as follows:

- a. 200-214 day work year – 140 day maximum accumulation
- b. 215 day work year - 145 day maximum accumulation
- c. 220 day work year - 150 day maximum accumulation
- d. 230 day work year - 155 day maximum accumulation
- e. 240-260 day work year - 160 day maximum accumulation

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:
 - Medical care or psychological or other counseling
 - 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 seven (7) illness/injury leave days per incident for absences due to illness or injury of a parent, step-parent or child, step-child not residing in the member's home. Employees may use their accumulated illness day in ¼ day increments. **Some grant funded positions may not be eligible for illness days. No grant funded position is eligible to roll sick days over to the next fiscal year.**

Employees who have been employed by the MCISD on a full-time basis for a minimum of five (5) consecutive years and who are voluntarily terminating their employment at the end of the fiscal year (June) shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$25 per day to a maximum of \$1,500.00. To be eligible for this benefit, notice of termination must be given at least twenty (20) business days prior to the end of the fiscal year for that Employee.

Any Employee who has reached the accumulated maximum allowed days of illness/injury leave shall be eligible at the end of each fiscal year to receive reimbursement for any excess earned illness/injury leave days at the rate of \$60.00 per day.

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.

Early On employees are granted 5.7 Illness/Injury Days at the start of each fiscal year. Early On employees hired after January 1 will receive one and one-half Illness/Injury Leave Days. The balance of these days will not be accrued to the next fiscal year.

Grant Funded employees in positions that do not accumulate sick days may be eligible for a \$75.00 payment for each six-month period (July-December and January-June) that an illness day is not used. This benefit will be determined on a case-by-case basis and is dependent upon grant funds.

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:

- for the birth of a son or daughter, and to bond with the newborn child;
- for the placement with the employee of a child for adoption or foster care, and to bond with that child;
- to care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; or
- for 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. **See Board Policy 4430.01.**

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.

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 continue to pay one-half (1/2) 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, stepchildren and stepparents, 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 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 Superintendent or designee.

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

OTHER LEAVES

After two years of continuous full-time service with the MCISD, an employee may be eligible for and upon written request may be granted a leave of absence for the following reasons:

- a. Childcare
- b. Formal education

Such leave may be for a period of up to one (1) year and shall be unpaid and without Board paid fringe benefits. It shall be the employee's responsibility to notify the Human Resources Department in writing no less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the MCISD. **Grant funded positions may not be eligible for childcare or formal education leaves.**

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.

CONFERENCES AND TRAVEL /MILEAGE REIMBURSEMENT

Requests to attend conferences, workshops and in-service sessions require the prior approval of the immediate Supervisor and must be submitted to the Supervisor no later than 15 days before the conference. Any in-state, overnight travel requires Superintendent approval and the appropriate paperwork must be submitted to the Superintendent at least 15 days prior to the conference. Any out of state, overnight travel requires Board approval. Employees requesting approval must complete the estimated expenses portion of the Conference Request Form and then complete the Actual Expenses portion upon return from the conference and submit to the Business Office within (5) five days of returning. The Conference Request Form must be accompanied by itemized receipts in order to receive reimbursement for reasonable expenses. Personal expenses are not reimbursable, including, but not limited to, alcohol, insurance, spousal expenses, in-room movies, tours and meal expenses exceeding maximum allowable limit. **Grant funded positions will follow the parameters of the grant for reimbursement purposes.**

All employees are eligible for mileage 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.**

MEMBERSHIP DUES

The Board of Education may reimburse membership dues up to a maximum of \$300.00 per employee for primary professional organizations whose goals and functions relate directly to the employee's assigned responsibilities. Such membership(s) requires prior approval of the Division Head and the Assistant Superintendent for Human Resources and Legal Counsel. **Grant funded positions may not be eligible for reimbursement of membership dues depending on the grant terms.**

EDUCATION ASSISTANCE

Employees may receive up to \$400 annually for successfully completed graduate level course work directly related to their current position and approved in advance by the Assistant Superintendent for Human Resources and Legal Counsel. Forms to request approval are available at the Human Resources Department website. **Grant funded positions are not eligible for education assistance depending on the grant terms.**

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 MCISD services. Also, employees are expected to report ready to work at their scheduled time and to work their scheduled hours.

SMART FIND EXPRESS

Employees who are absent from their regular work assignment for any reason must report his/her absence at least 1.5 hours prior to the established start time. The employee is to enter the absence into the Smart Find Express (SFE) and 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.

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 at no charge. Replacement thereafter will cost the employee \$5.00.

PERSONAL BUSINESS AND PHONE CALLS

Personal phone calls on MCISD phones or 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 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 in advance 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 C.

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 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.

PERSONAL CONDUCT

Certain rules and standards governing personal conduct are essential to our ability to perform our jobs. 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.

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 D.

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.

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.

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 or non-prescription drugs (including medical and recreational marijuana) at work 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 Superintendent, with a copy to the Assistant Superintendent of Human Resources at least fourteen (14) business days in advance of resignation.

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. 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 injured on the job must report such injury to his/her supervisor and to Human Resources. If medical attention is warranted or if Human Resources requires it, the employee will report to ProMedica 360 Health in Monroe for treatment. Upon release from ProMedica 360 Health, the employee must present his/her Return-to-Work certification to Human Resources prior to returning to work. Regardless of injury, all work-related injuries must be reported on an Employee's Report of Injury Form which can be found on the Human Resources website at www.monroeisd.us under Staff Forms.

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. See Appendix, Attachment E.

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. A copy of that policy can be found in the Appendix of this handbook. See Appendix, Attachment F.

It is the policy of the MCISD to provide an environment free from harassment, including sex-based harassment. Consistent with Policy 3362/4362, the ISD 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 ISD 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 ISD property, at any ISD-sponsored event, in any ISD-owned vehicle, or at any event or activity in which students or employees of the ISD are attending or participating in by virtue of their relationship with the ISD.

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 G.

INCLEMENT WEATHER AND SCHOOL CLOSURES

Occasionally, it is necessary to close the Education Center, Transition Center or Monroe County Middle College because of inclement weather or other reason. The Knabus Math and Science Center may be closed by Monroe Public Schools for inclement weather or other reason. When this occurs, employees are still required to report to work. If the MCMC or Knabus closes, those employees would report to the MCISD Administration Building at their regular work time. If you are unable to report to work because of inclement weather, you may use a Necessary Business day or adjust your calendar, as long as the required number of work days is fulfilled. If it is necessary to close the **MCISD Administration Building** due to inclement weather or other reason, you will not be required to report to work and will be paid for the day. Early On employees will be paid for inclement weather days/delays when the Administration Building is closed or delayed. Building closures are broadcast on area TV and radio and through the Honeywell Instant Alert System.

INFINITE CAMPUS ALERT SYSTEM

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

NOTICE OF NON DISCRIMINATION

The MCISD 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. The following person has been determined to handle inquiries regarding the non-discrimination policies:

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

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 MCISD has adopted a procedure for addressing complaints of discrimination. The procedure can be accessed at www.monroeisd.us. Then select 'Quicklinks'. Select 'Board Policies and Guidelines'. Click on Forms and select form 3122f8 or 4122F8 or a copy can be requested from the Human Resources Office at the above address.

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 Non-Affiliated Administrative Exempt and Non-Exempt Personnel*** 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/Arrest Disclosure Form

Attachment B - MESSA Summary of Benefits and Coverage

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

Attachment D - Staff Dress and Grooming Policy

Attachment E - Work Related Injuries

Attachment F - Anti-Harassment Policy 3362/4362

Attachment G - 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 or 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



MESSA Choices

Saver Rx

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



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
	Specialist visit	\$20 <u>copay</u> /office visit	20% <u>coinsurance</u>	None
	<u>Preventive care</u> /screening/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 provider if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
If you have a test	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	May require <u>preauthorization</u>
	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	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.messa.org	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	<u>Preventive</u> 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.
	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	
	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
If you have outpatient surgery	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 copay/visit	\$50 copay/visit	Copay 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 copay/visit	20% coinsurance	None
	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is required
	Physician/surgeon fee	No Charge	20% coinsurance	None
If you have a hospital stay	Outpatient services	No Charge	20% coinsurance	None
	Inpatient services	No Charge	20% coinsurance	Preauthorization is required.
	Office visits	No Charge; deductible does not apply	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services cost share may apply. Cost sharing does not apply for preventive services.
If you are pregnant	Childbirth/delivery professional services	No Charge	20% coinsurance	None
	Childbirth/delivery facility services	No Charge	20% coinsurance	None
	Home health care	No Charge	No Charge	Physician certification required.
	Rehabilitation services	No Charge	20% coinsurance	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	Habilitation services	No Charge	20% coinsurance	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization.
If you need help recovering or have other special health needs	Skilled nursing care	No Charge	No Charge	Physician certification required. Limited to 120 days per member per calendar year

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	Durable medical equipment	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	No Charge	No Charge	Physician certification required. Unlimited visits.
	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 | • Long term care | • Routine foot care |
| • Dental care (Adult) | • 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.)

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

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, 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](http://HealthInsuranceMarketplace). 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.

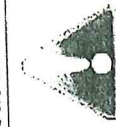
Does this plan meet Minimum Value Standards? Yes

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 plan's overall deductible \$500
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Peg would pay:

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

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.

Managing Joe's Type 2 Diabetes

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

- The plan's overall deductible \$500
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$800
Coinsurance	\$0
What isn't covered	
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 plan's overall deductible \$500
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Mia would pay:

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

The plan would be responsible for the other costs of these EXAMPLE covered services.



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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

In-Network Out-of-Network

What is the overall deductible?

\$1,400 Individual/
\$2,800 Family

Are there services covered before you meet your deductible?

Yes. Preventive care services are covered before you meet your deductible.

Are there other deductibles for specific services?

No.

What is the out-of-pocket limit for this plan?
(May include a coinsurance maximum)

\$2,400 Individual/
\$4,800 Family

\$4,800 Individual/
\$9,600 Family

What is not included in the out-of-pocket limit?

Premiums, balance-billing charges, any pharmacy penalty and health care this plan doesn't cover.

Will you pay less if you use a network provider?

Yes. For a list of network providers see (<http://www.messa.org>) or call MESSA at 800-336-0013

Do you need a referral to see a specialist?

No.

Why this Matters:

Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.

This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at (<https://www.healthcare.gov/coverage/preventive-care-benefits/>).

You don't have to meet deductibles for specific services.

The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.

Even though you pay these expenses, they don't count toward the out-of-pocket limit.

This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

You can see the specialist you choose without a referral.



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
	Specialist visit	No Charge	20% <u>coinsurance</u>	None
	Preventive care/ screening/ 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 provider if the services needed are <u>preventive</u> . Then check what your plan will pay for.
If you have a test	Diagnostic test (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>
	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	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.messa.org	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	<u>Preventive</u> drugs covered in full. Mail order drugs are not covered out-of-network.
	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	
	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
If you have outpatient surgery	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
	Emergency room care	No Charge	No Charge	None
	Emergency medical transportation	No Charge	No Charge	Mileage limits apply
If you need immediate medical attention	Urgent care	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% coinsurance	<u>Preauthorization</u> is required
	Physician/surgeon fee	No Charge	20% coinsurance	None
	Outpatient services	No Charge	20% coinsurance	None
	Inpatient services	No Charge	20% coinsurance	<u>Preauthorization</u> is required.
If you need behavioral health services (mental health and substance use disorder)	Office visits	No Charge; <u>deductible</u> does not apply	20% coinsurance	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 preventive services.
	Childbirth/delivery professional services	No Charge	20% coinsurance	None
	Childbirth/delivery facility services	No Charge	20% coinsurance	None
	Home health care	No Charge	No Charge	Physician certification required.
If you need help recovering or have other special health needs	Rehabilitation services	No Charge	20% coinsurance	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	Habilitation services	No Charge	20% coinsurance	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	Skilled nursing care	No Charge	No Charge	Physician certification required. Limited to 120 days per member per calendar year
	Durable medical equipment	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	No Charge	No Charge	Physician certification required. Unlimited visits.
	Children's eye exam	Not covered	Not covered	None
If your child needs dental or eye care	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 | • Long term care | • Routine foot care |
| • Dental care (Adult) | • 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.)

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

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.ccio.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. _____

bout 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 plan's overall deductible \$1,400
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,400
Copayments	\$10
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$1,470

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.

Managing Joe's Type 2 Diabetes

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

- The plan's overall deductible \$1,400
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,400
Copayments	\$600
Coinsurance	\$0
What isn't covered	
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 plan's overall deductible \$1,400
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,400
Copayments	\$10
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,410

The plan would be responsible for the other costs of these EXAMPLE covered services.



MESSA ABC & ABC RX

Plan 2



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> ?	\$2,000 Individual/ \$4,000 Family	\$4,000 Individual/ \$8,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. Preventive care services are covered before you meet your deductible.		This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain <u>preventive services</u> without cost-sharing and before you meet your deductible. See a list of covered preventive services 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 deductibles for specific services.
What is the <u>out-of-pocket limit</u> for this plan? (May include a <u>coinsurance</u> maximum)	\$3,000 Individual/ \$6,000 Family	\$6,000 Individual/ \$12,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any pharmacy penalty and health care this plan 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 network provider?	Yes. For a list of network providers see (http://www.messa.org) or call MESSA at 800-336-0013		This plan uses a <u>provider network</u> . You will pay less if you use a provider in the plan's network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (<u>balance billing</u>). Be aware, your network provider 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 specialist?	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
	Specialist visit	No Charge	20% <u>coinsurance</u>	None
	Preventive care/ <u>screening</u> / immunization	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are <u>preventive</u> . Then check what your plan will pay for.
If you have a test	Diagnostic test (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 <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	Preventive 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	
	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	
If you have outpatient surgery	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
	Emergency room care	No Charge	No Charge	None
	Emergency medical transportation	No Charge	No Charge	Mileage limits apply
	Urgent care	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% coinsurance	Preauthorization is required
	Physician/surgeon fee	No Charge	20% coinsurance	None
	Outpatient services	No Charge	20% coinsurance	None
	Inpatient services	No Charge	20% coinsurance	Preauthorization is required.
If you need behavioral health services (mental health and substance use disorder)	Office visits	No Charge; deductible does not apply	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services cost share may apply. Cost sharing does not apply for preventive services.
	Childbirth/delivery professional services	No Charge	20% coinsurance	None
	Childbirth/delivery facility services	No Charge	20% coinsurance	None
	Home health care	No Charge	No Charge	Physician certification required.
If you are pregnant	Rehabilitation services	No Charge	20% coinsurance	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	Habilitation services	No Charge	20% coinsurance	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization.
	Skilled nursing care	No Charge	No Charge	Physician certification required. Limited to 120 days per member per calendar year
	Durable medical equipment	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
If you need help recovering or have other special health needs	Hospice services	No Charge	No Charge	Physician certification required. Unlimited visits.
	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	If your child needs dental or eye care			

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 | • Long term care | • Routine foot care |
| • Dental care (Adult) | • 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.)

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

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, 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. _____



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 plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$10
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,070

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.

Managing Joe's Type 2 Diabetes

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

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$500
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$2,520

Mia's Simple Fracture

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

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 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

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,000



MESSA ABC & ABC Rx

Plan 3 Coins 10%



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



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
	Specialist visit	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Preventive care/ screening/ immunization	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you have a test	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	May require <u>preauthorization</u>
	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	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.messa.org	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	Preventive drugs covered in full. Mail order drugs are not covered out-of-network.
	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	
	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 have outpatient surgery	Emergency room care	10% <u>coinsurance</u>	10% <u>coinsurance</u>	None
	Emergency medical transportation	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)	
If you have a hospital stay	Urgent care	10% coinsurance	30% coinsurance	None
	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Preauthorization is required
	Physician/surgeon fee	10% coinsurance	30% coinsurance	None
	Outpatient services	10% coinsurance	30% coinsurance	None
If you need behavioral health services (mental health and substance use disorder)	Inpatient services	10% coinsurance	30% coinsurance	Preauthorization is required.
				Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services cost share may apply. Cost sharing does not apply for preventive services.
If you are pregnant	Office visits	No Charge; deductible does not apply	30% coinsurance	
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	None
	Home health care	10% coinsurance	10% coinsurance	Physician certification required.
If you need help recovering or have other special health needs	Rehabilitation services	10% coinsurance	30% coinsurance	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	Habilitation services	10% coinsurance	30% coinsurance	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization.
	Skilled nursing care	10% coinsurance	10% coinsurance	Physician certification required. Limited to 120 days per member per calendar year
	Durable medical equipment	10% coinsurance	10% coinsurance	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	10% coinsurance	10% coinsurance	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	• Long term care	• Routine foot care
• Dental care (Adult)	• 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.)

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

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.ccio.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.

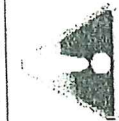
Does this plan meet Minimum Value Standards? Yes

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 plan's overall deductible \$3,500
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 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

In this example, Peg would pay:

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

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.

Managing Joe's Type 2 Diabetes

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

- The plan's overall deductible \$3,500
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 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

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$3,500
Copayments	\$200
Coinsurance	\$40
What isn't covered	
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 plan's overall deductible \$3,500
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 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

In this example, Mia would pay:

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

The plan would be responsible for the other costs of these EXAMPLE covered services.



Essentials by MESSA

PPO



Coverage for: Individual/Family | Plan Type: PPO

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 or 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 deductible?	\$375 Individual/ \$750 Family	\$750 Individual/ \$1,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the deductible 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 deductible?	Yes. Preventive care services are covered before you meet your deductible.		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</u> services without cost-sharing and before you meet your <u>deductible</u> . See a list of covered preventive services at (https://www.healthcare.gov/coverage/preventive-care-benefits/).
Are there other deductibles for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan? (May include a coinsurance maximum)	\$8,700 Individual/ \$17,400 Family	\$17,400 Individual/ \$34,800 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 out-of-pocket limit?	Premiums, balance-billing charges, any pharmacy 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 network provider?	Yes. For a list of network providers 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</u> network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a provider 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 referral to see a specialist?	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 copay/office visit	40% coinsurance	None
	Specialist visit	\$50 copay/office visit	40% coinsurance	None
	Preventive care/ screening/ immunization	No Charge; deductible does not apply	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
If you have a test	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	May require <u>preauthorization</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)	
<p>If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.messa.org</p>	Generic or prescribed over-the-counter drugs	\$10 copay/prescription for retail 34-day supply; \$30 copay/prescription for retail and mail order 90-day supply; deductible does not apply	In-Network copay plus an additional 25% of the approved amount; deductible does not apply	<p>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.</p>
	Preferred brand-name drugs	20% coinsurance of the approved amount, but not less than \$40 copay/prescription or more than \$80 copay/prescription for retail 34-day supply; 20% coinsurance of the approved amount, but not less than \$120 copay/prescription or more than \$240 copay/prescription for retail and mail order 90-day supply; deductible does not apply	In-Network copay plus an additional 25% of the approved amount; deductible does not apply	
	Non-preferred brand-name drugs	20% coinsurance of the approved amount, but not less than \$60 copay/prescription or more than \$100 copay/prescription for retail 34-day supply; 20% coinsurance of the approved amount, but not less than \$180 copay/prescription or more than \$300 copay/prescription for retail and mail order 90-day supply; deductible does not apply	In-Network copay plus an additional 25% of the approved amount; deductible does not apply	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
	Physician/surgeon fees	20% coinsurance	40% coinsurance	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	Emergency room care	\$200 copay/visit	\$200 copay/visit	Copay waived if admitted or for an accidental injury.
	Emergency medical transportation	20% coinsurance	20% coinsurance	Mileage limits apply
	Urgent care	\$50 copay/visit	40% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Preauthorization is required
	Physician/surgeon fee	20% coinsurance	40% coinsurance	None
	Outpatient services	20% coinsurance	40% coinsurance	None
If you need behavioral health services (mental health and substance use disorder)	Inpatient services	20% coinsurance	40% coinsurance	Preauthorization is required.
	Office visits	No Charge; deductible does not apply	40% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services cost share may apply. Cost sharing does not apply for preventive services.
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	None
If you are pregnant	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	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	Home health care	20% coinsurance	20% coinsurance	Physician certification required.
	Rehabilitation services	20% coinsurance	40% coinsurance	Physical, Speech and Occupational Therapy is limited to a combined maximum of 30 visits per member, per calendar year.
	Habilitation services	20% coinsurance	40% coinsurance	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization.
	Skilled nursing care	20% coinsurance	20% coinsurance	Physician certification required. Limited to 120 days per member per calendar year
	Durable medical equipment	20% coinsurance	20% coinsurance	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	No Charge; deductible does not apply	No Charge; deductible does not apply	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
	Children's dental check-up	Not covered	Not covered	None

For more information on pediatric vision or dental, contact your plan administrator

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 | • Dental care (Adult) | • Routine eye care (Adult) |
| • Bariatric surgery | • Hearing aids | • Weight loss programs |
| • Cosmetic Surgery | • Long term care | |

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

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

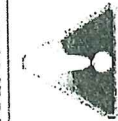
Does this plan meet Minimum Value Standards? Yes

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 plan's overall deductible \$375
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 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
--------------------	----------

In this example, Peg would pay:

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

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.

Managing Joe's Type 2 Diabetes

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

- The plan's overall deductible \$375
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 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
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$375
Copayments	\$300
Coinsurance	\$800
What isn't covered	
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 plan's overall deductible \$375
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 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
--------------------	---------

In this example, Mia would pay:

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



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

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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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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;
- Mini skirts;
- 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.**



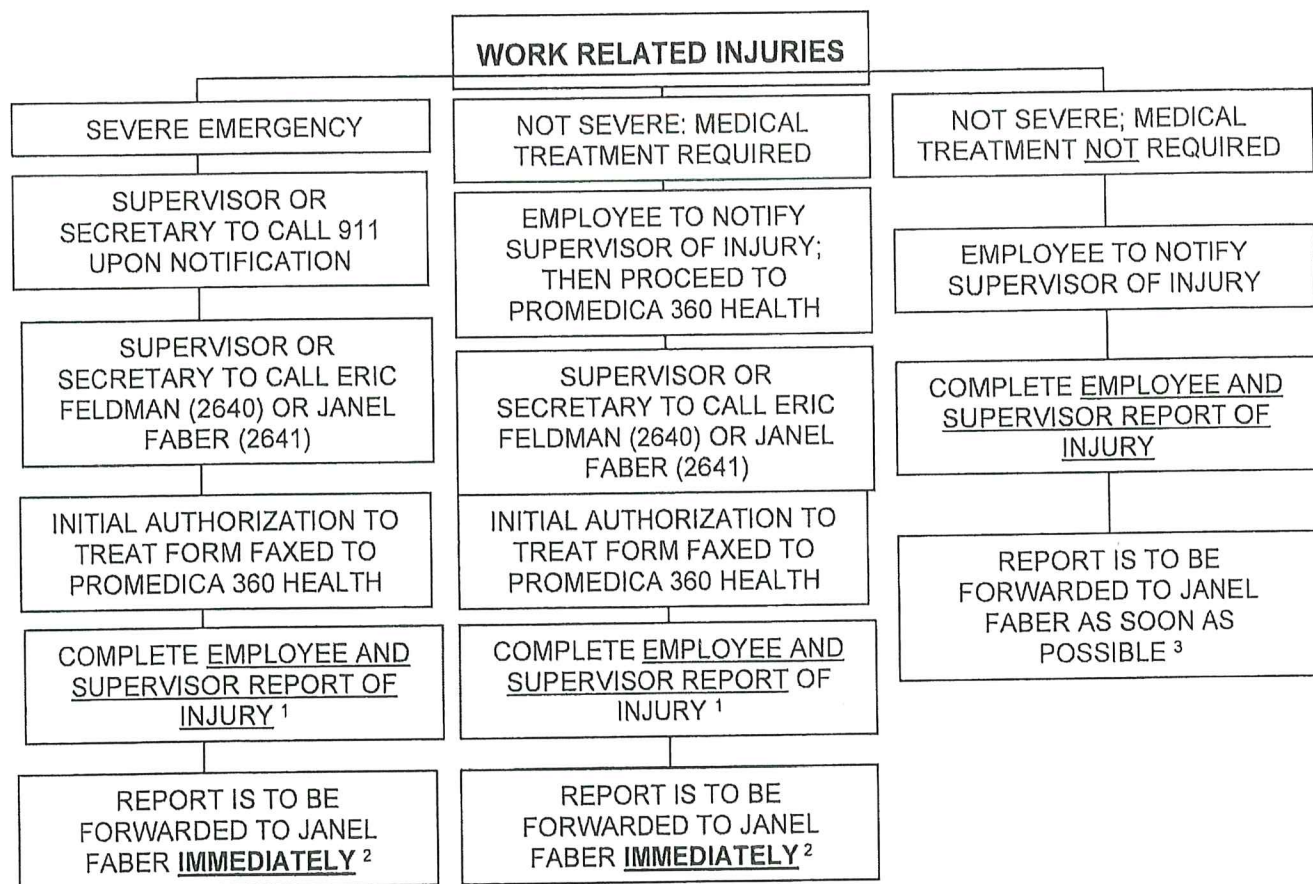
MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
Human Resources Department
1101 S. Raisinville Road
Monroe, Michigan 48161
734-242-5799

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:

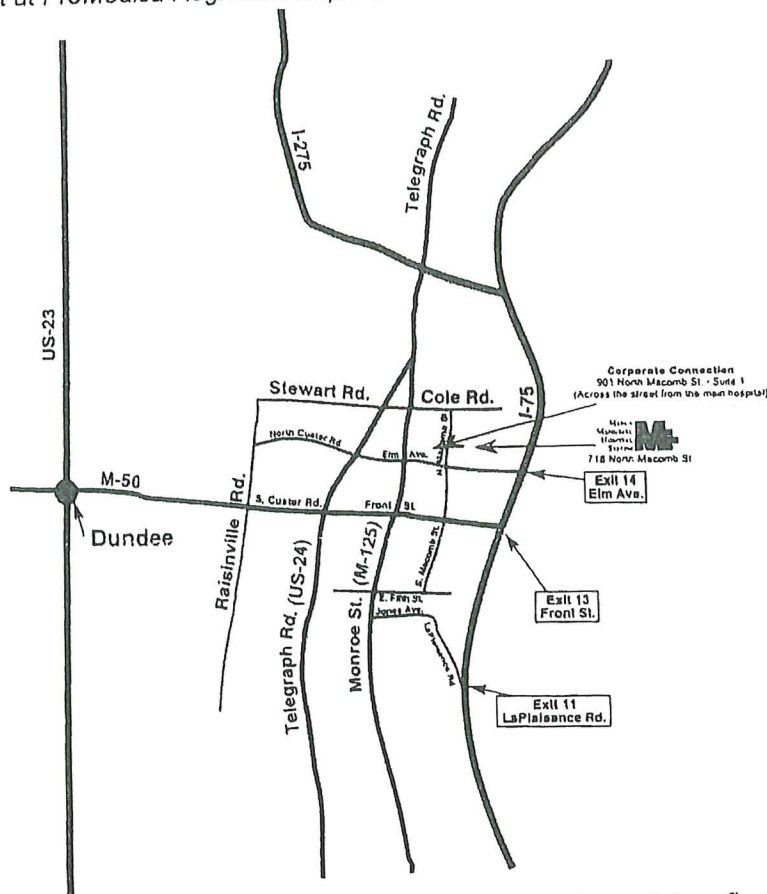
After being seen at ProMedica 360 Health, employees are expected to report to the Human Resource Department with the "Return to Work Recommendation". If the employee is given restrictions, the Assistant Superintendent for Human Resources will contact the supervisor to determine if the employee will be 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.</p> <p>20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)</p> <p>29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967</p> <p>29 U.S.C. 6101, The Age Discrimination Act of 1975</p> <p>42 U.S.C. 2000e et seq.</p> <p>42 U.S.C. 1983</p> <p>42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act 29 C.F.R. Part 1635</p> <p>Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.</p> <p>29 U.S.C. 794, Rehabilitation Act of 1973, as amended</p> <p>42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended</p> <p>The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.</p> <p>The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.</p> <p>Policies on Bullying, Michigan State Board of Education, 7-19-01</p> <p>Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006</p> <p>National School Boards Association Inquiry and Analysis – May 2008</p>
Adopted	November 21, 1997
Last Revised	October 18, 2016

3362 - ANTI-HARASSMENT

Policy Statement

It is the policy of the Monroe County Intermediate School District (the "ISD") to provide an environment free from harassment, including sex-based harassment. Consistent with this policy, the ISD will investigate all allegations of harassment, including sex-based harassment, and take appropriate action, including appropriate discipline, against any individual who an investigation concludes engaged in harassment.

The ISD will comply with all applicable State and Federal laws related to harassment, including sex-based harassment.

Employee Handbook

The Superintendent or designee will include and regularly update a statement explaining the ISD's policy against harassment, including sex-based harassment, in all employee handbooks and manuals. This statement must include an explanation of types of

harassment, including sex-based harassment, examples of harassment types, reporting requirements, and consequences explained in this policy.

Types of Harassment

Sex-based harassment is prohibited by Title IX of the Education Amendments of 1972 ("Title IX") and the Michigan Elliott-Larsen Civil Rights Act (the "ELCRA"). Title IX provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity operated by the ISD. Sexual harassment is a form of sex-based harassment and is prohibited by Title IX, the ELCRA and ISD policy. Sexual harassment is unwelcome conduct of a sexual nature. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, such as sexual assault or any act of sexual violence. Sexual harassment of a student creates a hostile environment if the conduct is sufficiently serious to deny or limit a student's ability to participate in or benefit from the ISD's program. Examples of conduct that may constitute sex-based harassment include, but are not limited to:

- A. **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.
- B. **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.
- C. **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.

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

Sexual conduct or relationships between ISD employees and students are prohibited. Consent is irrelevant with respect to criminal charges that may result and application of ISD policy.

Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminator or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status and/or any other legally protected characteristic.

Prohibited Conduct

All harassment, including sex-based harassment, is strictly prohibited. This policy applies to student-to-student conduct, staff-to-student conduct, staff-to-staff conduct, and student-to-staff conduct. Any harassment of vendors by student or staff is strictly prohibited.

This policy applies to all conduct occurring on ISD property including 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.

Reporting Requirements

All ISD personnel must report incidents of alleged harassment, including incidents that school personnel witness or receive reports or information about, whether such incidents are verbal, visual, or physical, and whether the incidents constitute other forms of harassment, bullying, or hazing.

Any staff member who witnesses an act of harassment, including sex-based harassment, must intervene immediately, unless circumstances would make such intervention dangerous. If a staff member is unable to intervene, the staff member should promptly attempt to find another staff member who is able to intervene, contact ISD administration, or contact law enforcement, as the situation requires.

Any student who witnesses an act of harassment, including sex-based harassment, is encouraged to report the incident to ISD officials. No student will be retaliated against based on any report of harassment, including sex-based harassment. A student may also anonymously report an incident of harassment. The ISD will investigate anonymous reports pursuant to its investigation

procedures below. Minor students do not need parental permission to file complaints or participate in the formal complaint resolution process, discussed below.

How to Report Harassment

If you or someone you know has been harassed on the basis of sex, or any other protected class you may file a complaint with:

Elizabeth Taylor
Assistant Superintendent for Human Resources and Legal Counsel
734-242-5799 x 1200.

A complaint of harassment, including sex-based harassment, may be made verbally or in writing.

Those individuals named above shall document all reports of incidents of harassment, as well as any incidents they personally observe. This documentation shall be retained in accordance with the ISD's Title IX recordkeeping protocol. A copy of this protocol is available in the office of the Assistant Superintendent for Human Resources and Legal Counsel.

Complaint Process

Any individual who has been the victim of harassment, including sex-based harassment, or any individual who has witnessed an incident of harassment, may make a complaint at any time. Any staff member who receives a complaint of harassment, including sex-based harassment, shall immediately document the reported incident and notify the appropriate staff person, as listed above.

Once a complaint is received by the appropriate staff person, as listed above, that person will begin an investigation into the alleged conduct and, if necessary, notify the appropriate authorities.

During the investigation, impartial school officials will contact witnesses to the alleged act(s) of harassment, including sex-based harassment, and obtain statements from those witnesses. If a school official's impartiality is questioned during the investigation process, that school official will be removed from the investigation and have no further involvement.

Investigation Timelines

The ISD will initiate an investigation within three (3) school days of receiving a complaint of harassment, including sex-based harassment. In most cases, an investigation will be completed within ten (10) school days. The ISD will comply with all law enforcement requests for cooperation. In some circumstances, compliance with law enforcement requests may require the ISD to suspend its factual investigation. The ISD will promptly resume its investigation as soon as it is notified by the law enforcement agency that it has complete the evidence gathering process. This delay will typically be three (3) to ten (10) school days. If the ISD's investigation is suspended, interim steps will be taken to provide for the safety of the victim(s) and the school community, and to avoid potential retaliation. Those steps may include suspension of an alleged perpetrator from work or school until the investigation is complete.

Within two (2) school days of the investigation's conclusion, the ISD will separately notify, in writing, the victim(s) and the perpetrator(s) of the investigation's outcome. Any disciplinary action against the perpetrator(s) will be implemented immediately. If appropriate disciplinary action includes a suspension for more than ten (10) school days of a student, the perpetrator(s) may be suspended from school pending a hearing before the Board or its designee. Any such hearing will comply with Board Policy.

If the perpetrator is a student with a disability, the ISD must also comply with Board Policy 2461, which provides the procedures for the discipline of students with disabilities. A perpetrator's status as a student with a disability will not affect the ISD's obligation to protect the victim during and after the course of the investigation.

Investigation Procedures

The ISD will use the following procedures in initiating and conducting investigations:

- A. Any written or verbal report of harassment, including sex-based harassment, will be addressed and investigated, including anonymous written or verbal reports.
- B. The ISD will assure any victim(s) of harassment, including sex-based harassment, that the complaint will be fully investigated.
- C. The ISD will provide the victim(s) of harassment, including sex-based harassment, with assurances that his/her identity will be kept confidential during the investigation, to the extent possible.
- D. The ISD will provide the victim(s) of harassment, including sex-based harassment, with assurances that s/he will not be retaliated against by the ISD. The ISD will also take preventative measures to ensure that the alleged perpetrator does not

retaliate against the alleged victim(s) at any time during or after the investigation.

- E. The ISD will notify the alleged victim(s) of harassment, including sex-based harassment, that s/he will not be required to confront the alleged perpetrator and that steps will be taken to immediately ensure that the alleged harassment does not continue. The ISD will attempt to accomplish this in a manner that does not disclose the identity of the victim(s), if possible.
- F. The ISD will interview any witnesses identified by the victim(s) and the alleged perpetrator(s). All witnesses will be assured that their identities will be kept confidential during the investigation, to the extent possible.
- G. The ISD will take action to end the harassment, including sex-based harassment, including monitoring that the conduct does not reoccur and modifying responses if the harassment does reoccur.
- H. If the victim(s) is a student under age eighteen (18), the ISD will notify the student's parent(s)/guardian(s) of the harassment complaint. The parent(s)/guardian(s) will be informed of the status of the investigation, as appropriate.
- I. If a student victim of sex-based harassment has been targeted due to his/her sexual orientation, gender identity, or failure to comply with gender stereotypes, the ISD will first consult with the student to determine an appropriate method of notifying the student's parent(s)/guardian(s) of the sex-based harassment complaint.
- J. All documentation, including witness statements, must be kept with the complaint and reports.
- K. The ISD will use the "preponderance of the evidence" as the appropriate standard for investigating allegations of harassment.

If the victim(s) requests complete confidentiality or asks that the complaint not be pursued, the ISD will take all reasonable steps to investigate and respond to the complaint consistent with the victim's request. If a victim insists that his/her name or other identifying information not be disclosed to the alleged perpetrator, the ISD will notify the victim that its ability to respond may therefore be limited. In cases involving allegations of sex-based harassment, the ISD will also inform the victim that Title IX specifically prohibits retaliation and that ISD officials will take steps to prevent retaliation and will take strong responsive action if it occurs.

Possible Remedies

The ISD will take all appropriate steps to ensure that the effects of harassment to the victim and others are promptly remedied. Appropriate remedies will be based on the circumstances and may include, but are not limited to:

- A. Providing an escort to ensure that the victim can safely attend classes and school activities;
- B. Providing the victim with school-based counseling services;
- C. Providing the victim with academic support services, such as tutoring;
- D. Rearranging course schedules, to the extent practicable, to minimize contact between the victim and alleged perpetrator;
- E. Moving the victim or the alleged perpetrator's locker;
- F. Issuing a "no contact" directive to the alleged perpetrator.

This list is not exhaustive. The ISD will remedy the effects of harassment, including sex-based harassment, in a manner that is appropriate under the circumstances. The ISD will, whenever possible, strive to ensure that the victim's academic and extracurricular schedule remains intact, if the victim desires.

These remedies are also available to any other individual who is affected by the harassment. Individuals affected by harassment are entitled to the protections afforded to victims of harassment, even if the individual was not the intended target of the alleged perpetrator.

Broader remedies in the ISD community may include, but are not limited to:

- A. Assemblies reminding students and staff of their obligations under Board Policy and handbook language;
- B. Additional staff training;
- C. Letters to students, staff, and parents reminding them of their obligations under Board Policy and handbook language.

Investigation Report

During the course of the investigation, the appropriate staff member, as indicated above, or his/her designee shall create an investigatory report. This report shall include the following information:

- A. The name or a description or identifying information available about the victim;
- B. The victim's protected class;
- C. The name or a description or identifying information available about the individual making the report, if not the victim;
- D. The protected class of the individual making the report, if not the victim;
- E. The nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident;
- F. The name(s) and protected classes of all persons alleged to have committed the alleged harassment, if known, or a description/identifying information available if the name is not known;
- G. The name(s) or description/identifying information and protected classes of all known witnesses to the alleged incident;
- H. Any written statement of the reporter, the victim (if different than the reporter), the accused individual(s), and any known witnesses;
- I. The investigation outcome;
- J. The response by school personnel and, if applicable, school officials, including the date any incident was reported to law enforcement.

Filing a False Report

Any individual who knowingly or maliciously files a false report of harassment, including sex-based harassment, will be subject to discipline, up to and including expulsion or discharge.

Retaliation

Retaliation against an individual who reports harassment, including sex-based harassment, is strictly prohibited. Any individual who retaliates against a person who reports suspected harassment will be disciplined, in accordance with the ISD's policies on discipline, up to and including expulsion from the ISD or termination of employment. This prohibition on retaliation also applies to retaliation against individuals who participate in or cooperate with any investigation related to the complaint.

The Office for Civil Rights

Any individual who believes that s/he was the victim of harassment, including sex-based harassment, may file a complaint with the Office for Civil Rights ("OCR") at any time;

U.S. Department of Education
Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216)-522-4970
E-mail: OCR.Cleveland@ed.gov

This complaint may be filed before, during, or after a complaint with the ISD is filed, or an individual may chose to forego filing a complaint with the ISD and relay solely on OCR. The ISD recommends that individuals who have been subjected to harassment, including sex-based harassment, also file a complaint with the ISD, in order to ensure that the ISD is able to take steps to prevent any further harassment or discrimination and discipline the perpetrator, if necessary. OCR does not serve as an appellate body for ISD decisions. An investigation by OCR will occur separately from any ISD investigation.

Appeal Process

A victim of harassment, including sex-based harassment, who believes that the ISD's investigation reached an incorrect result may bring any additional evidence at any time. A victim may also appeal the findings and conclusions of the investigation to the Board President. Upon receipt of an appeal from a victim, the Board President will review the investigation report, contact any additional witnesses, consider all additional evidence, and may re-interview any witnesses. The Board President will then notify the parties in writing of his/her decision. The Board President is not required to give deference to the investigation report and may consider any additional evidence available in evaluating the appeal.

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Any individual accused of perpetrating harassment, including sex-based harassment, may appeal the results of an investigation to the Board President. Upon receipt of an appeal from an alleged perpetrator, the Board President will review the investigation report, contact any additional witnesses, consider all additional evidence, and may re-interview any witnesses. The Board President will then notify the parties in writing of his/her decision. The Board President is not required to give deference to the investigation report and may consider any additional evidence available in evaluating the appeal.

Training

The ISD will provide annual training on responding to and investigating harassment, including sex-based harassment, for ISD officials, administrators, staff, and security personnel. This training is mandatory for all personnel responsible for implementing and enforcing anti-harassment laws and related policies and procedures. This training may be hosted by an outside entity. Employees will be provided notice of mandatory training sessions.

Revised 6/27/96

Revised 5/16/00

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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.</p> <p>20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)</p> <p>29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967</p> <p>29 U.S.C. 6101, The Age Discrimination Act of 1975</p> <p>42 U.S.C. 2000e et seq.</p> <p>42 U.S.C. 1983</p> <p>Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.</p> <p>29 U.S.C. 794, Rehabilitation Act of 1973, as amended</p> <p>42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended</p> <p>42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act 29 C.F.R. Part 1635</p> <p>The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.</p> <p>The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.</p> <p>Policies on Bullying, Michigan State Board of Education, 7-19-01</p> <p>Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006</p> <p>National School Boards Association Inquiry and Analysis – May 2008</p>
Adopted	November 21, 1995
Last Revised	October 18, 2016

4362 - ANTI-HARASSMENT

Policy Statement

It is the policy of the Monroe County Intermediate School District (the "ISD") to provide an environment free from harassment, including sex-based harassment. Consistent with this policy, the ISD will investigate all allegations of harassment, including sex-based harassment, and take appropriate action, including appropriate discipline, against any individual who an investigation concludes engaged in harassment.

The ISD will comply with all applicable State and Federal laws related to harassment, including sex-based harassment.

Employee Handbook

The Superintendent or designee will include and regularly update a statement explaining the ISD's policy against harassment, including sex-based harassment, in all employee handbooks and manuals. This statement must include an explanation of types of

harassment, including sex-based harassment, examples of harassment types, reporting requirements, and consequences explained in this policy.

Types of Harassment

Sex-based harassment is prohibited by Title IX of the Education Amendments of 1972 ("Title IX") and the Michigan Elliott-Larsen Civil Rights Act (the "ELCRA"). Title IX provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity operated by the ISD. Sexual harassment is a form of sex-based harassment and is prohibited by Title IX, the ELCRA and ISD policy. Sexual harassment is unwelcome conduct of a sexual nature. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, such as sexual assault or any act of sexual violence. Sexual harassment of a student creates a hostile environment if the conduct is sufficiently serious to deny or limit a student's ability to participate in or benefit from the ISD's program. Examples of conduct that may constitute sex-based harassment include, but are not limited to:

- A. **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.
- B. **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.
- C. **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.

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

Sexual conduct or relationships between ISD employees and students are prohibited. Consent is irrelevant with respect to criminal charges that may result and application of ISD policy.

Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminator or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status and/or any other legally protected characteristic.

Prohibited Conduct

All harassment, including sex-based harassment, is strictly prohibited. This policy applies to student-to-student conduct, staff-to-student conduct, staff-to-staff conduct, and student-to-staff conduct. Any harassment of vendors by student or staff is strictly prohibited.

This policy applies to all conduct occurring on ISD property including 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.

Reporting Requirements

All ISD personnel must report incidents of alleged harassment, including incidents that school personnel witness or receive reports or information about, whether such incidents are verbal, visual, or physical, and whether the incidents constitute other forms of harassment, bullying, or hazing.

Any staff member who witnesses an act of harassment, including sex-based harassment, must intervene immediately, unless circumstances would make such intervention dangerous. If a staff member is unable to intervene, the staff member should promptly attempt to find another staff member who is able to intervene, contact ISD administration, or contact law enforcement, as the situation requires.

Any student who witnesses an act of harassment, including sex-based harassment, is encouraged to report the incident to ISD officials. No student will be retaliated against based on any report of harassment, including sex-based harassment. A student may also anonymously report an incident of harassment. The ISD will investigate anonymous reports pursuant to its investigation

procedures below. Minor students do not need parental permission to file complaints or participate in the formal complaint resolution process, discussed below.

How to Report Harassment

If you or someone you know has been harassed on the basis of sex, or any other protected class you may file a complaint with:

Elizabeth Taylor
Assistant Superintendent for Human Resources and Legal Counsel
734-242-5799 x 1200.

A complaint of harassment, including sex-based harassment, may be made verbally or in writing.

Those individuals named above shall document all reports of incidents of harassment, as well as any incidents they personally observe. This documentation shall be retained in accordance with the ISD's Title IX recordkeeping protocol. A copy of this protocol is available in the office of the Assistant Superintendent for Human Resources and Legal Counsel.

Complaint Process

Any individual who has been the victim of harassment, including sex-based harassment, or any individual who has witnessed an incident of harassment, may make a complaint at any time. Any staff member who receives a complaint of harassment, including sex-based harassment, shall immediately document the reported incident and notify the appropriate staff person, as listed above.

Once a complaint is received by the appropriate staff person, as listed above, that person will begin an investigation into the alleged conduct and, if necessary, notify the appropriate authorities.

During the investigation, impartial school officials will contact witnesses to the alleged act(s) of harassment, including sex-based harassment, and obtain statements from those witnesses. If a school official's impartiality is questioned during the investigation process, that school official will be removed from the investigation and have no further involvement.

Investigation Timelines

The ISD will initiate an investigation within three (3) school days of receiving a complaint of harassment, including sex-based harassment. In most cases, an investigation will be completed within ten (10) school days. The ISD will comply with all law enforcement requests for cooperation. In some circumstances, compliance with law enforcement requests may require the ISD to suspend its factual investigation. The ISD will promptly resume its investigation as soon as it is notified by the law enforcement agency that it has completed the evidence gathering process. This delay will typically be three (3) to ten (10) school days. If the ISD's investigation is suspended, interim steps will be taken to provide for the safety of the victim(s) and the school community, and to avoid potential retaliation. Those steps may include suspension of an alleged perpetrator from work or school until the investigation is complete.

Within two (2) school days of the investigation's conclusion, the ISD will separately notify, in writing, the victim(s) and the perpetrator(s) of the investigation's outcome. Any disciplinary action against the perpetrator(s) will be implemented immediately. If appropriate disciplinary action includes a suspension for more than ten (10) school days of a student, the perpetrator(s) may be suspended from school pending a hearing before the Board or its designee. Any such hearing will comply with Board Policy.

If the perpetrator is a student with a disability, the ISD must also comply with Board Policy 2461, which provides the procedures for the discipline of students with disabilities. A perpetrator's status as a student with a disability will not affect the ISD's obligation to protect the victim during and after the course of the investigation.

Investigation Procedures

The ISD will use the following procedures in initiating and conducting investigations:

- A. Any written or verbal report of harassment, including sex-based harassment, will be addressed and investigated, including anonymous written or verbal reports.
- B. The ISD will assure any victim(s) of harassment, including sex-based harassment, that the complaint will be fully investigated.
- C. The ISD will provide the victim(s) of harassment, including sex-based harassment, with assurances that his/her identity will be kept confidential during the investigation, to the extent possible.
- D. The ISD will provide the victim(s) of harassment, including sex-based harassment, with assurances that s/he will not be retaliated against by the ISD. The ISD will also take preventative measures to ensure that the alleged perpetrator does not

retaliate against the alleged victim(s) at any time during or after the investigation.

- E. The ISD will notify the alleged victim(s) of harassment, including sex-based harassment, that s/he will not be required to confront the alleged perpetrator and that steps will be taken to immediately ensure that the alleged harassment does not continue. The ISD will attempt to accomplish this in a manner that does not disclose the identity of the victim(s), if possible.
- F. The ISD will interview any witnesses identified by the victim(s) and the alleged perpetrator(s). All witnesses will be assured that their identities will be kept confidential during the investigation, to the extent possible.
- G. The ISD will take action to end the harassment, including sex-based harassment, including monitoring that the conduct does not reoccur and modifying responses if the harassment does reoccur.
- H. If the victim(s) is a student under age eighteen (18), the ISD will notify the student's parent(s)/guardian(s) of the harassment complaint. The parent(s)/guardian(s) will be informed of the status of the investigation, as appropriate.
- I. If a student victim of sex-based harassment has been targeted due to his/her sexual orientation, gender identity, or failure to comply with gender stereotypes, the ISD will first consult with the student to determine an appropriate method of notifying the student's parent(s)/guardian(s) of the sex-based harassment complaint.
- J. All documentation, including witness statements, must be kept with the complaint and reports.
- K. The ISD will use the "preponderance of the evidence" as the appropriate standard for investigating allegations of harassment.

If the victim(s) requests complete confidentiality or asks that the complaint not be pursued, the ISD will take all reasonable steps to investigate and respond to the complaint consistent with the victim's request. If a victim insists that his/her name or other identifying information not be disclosed to the alleged perpetrator, the ISD will notify the victim that its ability to respond may therefore be limited. In cases involving allegations of sex-based harassment, the ISD will also inform the victim that Title IX specifically prohibits retaliation and that ISD officials will take steps to prevent retaliation and will take strong responsive action if it occurs.

Possible Remedies

The ISD will take all appropriate steps to ensure that the effects of harassment to the victim and others are promptly remedied. Appropriate remedies will be based on the circumstances and may include, but are not limited to:

- A. Providing an escort to ensure that the victim can safely attend classes and school activities;
- B. Providing the victim with school-based counseling services;
- C. Providing the victim with academic support services, such as tutoring;
- D. Rearranging course schedules, to the extent practicable, to minimize contact between the victim and alleged perpetrator;
- E. Moving the victim or the alleged perpetrator's locker;
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This list is not exhaustive. The ISD will remedy the effects of harassment, including sex-based harassment, in a manner that is appropriate under the circumstances. The ISD will, whenever possible, strive to ensure that the victim's academic and extracurricular schedule remains intact, if the victim desires.

These remedies are also available to any other individual who is affected by the harassment. Individuals affected by harassment are entitled to the protections afforded to victims of harassment, even if the individual was not the intended target of the alleged perpetrator.

Broader remedies in the ISD community may include, but are not limited to:

- A. Assemblies reminding students and staff of their obligations under Board Policy and handbook language;
- B. Additional staff training;
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During the course of the investigation, the appropriate staff member, as indicated above, or his/her designee shall create an investigatory report. This report shall include the following information:

- A. The name or a description or identifying information available about the victim;
- B. The victim's protected class;
- C. The name or a description or identifying information available about the individual making the report, if not the victim;
- D. The protected class of the individual making the report, if not the victim;
- E. The nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident;
- F. The name(s) and protected classes of all persons alleged to have committed the alleged harassment, if known, or a description/identifying information available if the name is not known;
- G. The name(s) or description/identifying information and protected classes of all known witnesses to the alleged incident;
- H. Any written statement of the reporter, the victim (if different than the reporter), the accused individual(s), and any known witnesses;
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Retaliation against an individual who reports harassment, including sex-based harassment, is strictly prohibited. Any individual who retaliates against a person who reports suspected harassment will be disciplined, in accordance with the ISD's policies on discipline, up to and including expulsion from the ISD or termination of employment. This prohibition on retaliation also applies to retaliation against individuals who participate in or cooperate with any investigation related to the complaint.

The Office for Civil Rights

Any individual who believes that s/he was the victim of harassment, including sex-based harassment, may file a complaint with the Office for Civil Rights ("OCR") at any time;

U.S. Department of Education
Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216)-522-4970
E-mail: OCR.Cleveland@ed.gov

This complaint may be filed before, during, or after a complaint with the ISD is filed, or an individual may choose to forego filing a complaint with the ISD and relay solely on OCR. The ISD recommends that individuals who have been subjected to harassment, including sex-based harassment, also file a complaint with the ISD, in order to ensure that the ISD is able to take steps to prevent any further harassment or discrimination and discipline the perpetrator, if necessary. OCR does not serve as an appellate body for ISD decisions. An investigation by OCR will occur separately from any ISD investigation.

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A victim of harassment, including sex-based harassment, who believes that the ISD's investigation reached an incorrect result may bring any additional evidence at any time. A victim may also appeal the findings and conclusions of the investigation to the Board President. Upon receipt of an appeal from a victim, the Board President will review the investigation report, contact any additional witnesses, consider all additional evidence, and may re-interview any witnesses. The Board President will then notify the parties in writing of his/her decision. The Board President is not required to give deference to the investigation report and may consider any additional evidence available in evaluating the appeal.

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Revised 6/27/96

Revised 5/16/00

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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.

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