



OAK PARK SCHOOL DISTRICT

13900 Granzon • Oak Park, MI 48237
www.oakparkschools.org

OAK PARK SCHOOLS
Employee Handbook

Updated January 20, 2018

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SECTION 1: INTRODUCTION

Dear Colleague,

Welcome to the Oak Park School District. You're an integral part of an exceptional district which serves over 4,800 students. We're confident you'll find your employment with the Oak Park School District rewarding.

As a member of our staff, you'll play an important part in meeting our vision, mission and goals of providing all children with a high quality educational experience in a safe, friendly and professional environment. We work in cooperation with our community of parents, guardians, residents, business and faith-based partners.

This Employee Handbook has been prepared as a guide to help answer any questions, and acquaint you with the District's policies and procedures. While not fully inclusive, this handbook contains important information about expectations and conduct which will ensure the smooth and consistent operation of the school district. You are expected to work collaboratively with families and your team, and fulfill your duties in a positive and professional manner to increase student growth and achievement.

Please read this document carefully, and if at any time you have questions about the information herein, don't hesitate to ask your building principal, supervisor, a member of the Business & Finance team, or the Central Office Administrative team. We cherish our students and staff, and we value the important role you play in the growth and development of our children. Thanks for being part of the Oak Park family!

Sincerely,

Daveda J. Colbert, Ph.D.
Superintendent

“Our character is what separates us from the rest! - We are the Knights!”

www.oakparkschools.org

District Mission Statement:

The mission of the Oak Park School District is to provide quality education in which we respect students' individual and cultural differences, educate all students to meet or exceed the District's academic standards, and ensure they possess college and career readiness skills necessary to become lifelong learners and productive citizens.

District Vision:

The Oak Park School District will function as a professional learning community with Data Teams as its focus to ensure quality learning for all students every day.

District Values Statement:

We will intentionally engage in positive, authentic, caring relationships that nurture a growth mindset to foster students' resilience and long-term achievement.

We will intentionally provide all students with high quality instruction.

We will intentionally cultivate a culture of collaboration with on-going professional learning to continuously improve our practices.

We will intentionally provide a safe and supportive learning environment that embraces diversity.

District Goals***Quality Learning for Every Student, Every Day***

The Oak Park School District Goals for Success:

- Raise achievement of all students by providing a variety of learning opportunities to meet their needs, while ensuring graduation from high school, and career and college readiness.
- Improve health and wellness of students and staff.
- Provide a clean, healthy, and safe learning environment for all students and staff.
- Promote innovation which focuses on best practices and quality efforts that meet the needs of today's students.
- Recruit, develop, retain, and recognize high performing and diverse staff, to effectively meet and challenge the diverse needs of today's students.
- Build strong partnerships with parents, business, community, and faith-based organizations to raise and maintain high standards of academic, athletic, and fine and performing arts excellence.

Terms of Employment

Terms and conditions of employment are contained in an employee's individual contract, applicable collective bargaining agreement ("CBA") or conditions of employment.

Michigan is an "at-will" employment state and Oak Park School District ("OPSD" or the "District") is an at-will employer. This means that unless provided otherwise within your employment contract or CBA, both the District and the employee are free to terminate the employment at any given time, and for any legitimate purpose, with or without notice.

Master Agreement Provision

This Employee Handbook ("handbook") is applicable to all employees. This handbook supersedes any and all conflicting prior practices and policies of the District, oral or written. If the terms of a policy, procedure or benefit varies according to a particular employee group, this will be specifically described in the CBA.

This handbook does not constitute an employment contract between OPSD and its employees. It is only issued as a means of giving general information to each employee. This handbook is subordinate to any individual contract or CBA which covers you, and the provision of any such CBA or contract shall prevail in the event of a conflict with this handbook.

Any and all statements and policies contained herein are subject to change, in whole or in part, by the District at any time. OPSD retains the right to change, modify, suspend, interpret or cancel, in whole or in part, any of the published or unpublished personnel policies and procedures of the District without advance notice, and without having to give cause, justification or consideration to any employee. OPSD will make every effort to provide notice to all staff members of changes to the handbook in a reasonable time frame. The policies stated within this handbook do not afford employees enforceable contract rights, and employees may not rely on District policy statements as affording them contractual rights.

Equal Employment Opportunity

The Oak Park School District is an equal opportunity employer that supports and subscribes to a policy of non-discrimination in all aspects of employment. This policy notification states:

It is the policy of the Oak Park School District not to discriminate on the basis of race, color, religion, national origin or ancestry, gender (including sexual orientation or transgender identity), age, disability, height, weight, marital or family status, military status, or any other legally protected category in any of its programs, services, employment or any other activities.

Inquiries relating to discrimination should be directed to:

Office of the Superintendent
Oak Park School District
13900 Granzon Street
Oak Park, MI 48237
(248) 336-7700

School Sites

Einstein Elementary (Gr. PreK-5)
 14001 Northend
 Oak Park, MI 48237
 (248) 336-7640

Oak Park Freshman Institute (Gr. 9)
 22180 Parklawn
 Oak Park, MI 48237
 (248) 336-7780

Key Elementary (Gr. PreK-5)
 23400 Jerome
 Oak Park, MI 48237
 (248) 336-7610

Oak Park High School (Gr. 10-12)
 13701 Oak Park Blvd.
 Oak Park, MI 48237
 (248) 336-7740

Pepper Elementary (Gr. PreK-5)
 24301 Church
 Oak Park, MI 48237
 (248) 336-7680

NOVA Discipline Academy
 22180 Parklawn
 Oak Park, MI 48237
 (248) 336-7650

Oak Park Preparatory Academy (Gr. 6-8)
 23261 Scotia
 Oak Park, MI 48237
 (248) 336-7620

Oak Park Alternative Education Center
 12901 Albany
 Oak Park, MI
 (248) 291-6722

District Contacts: Who do I call?

Accounts Payable/Purchasing.....	7725	
Administration Office.....	7700	
Business & Finance	7715	
CASA.....	(248) 586-8860	
Common Ground Sanctuary	(800) 231-1127	Emergencies
Human Resources	7703	
Food Service	7757	
Leave & Benefits	7716	
Maintenance.....	7603	
Michigan Works!.....	2966	
Oakland Schools (OTECH).....	(248) 288-4065	
Payroll.....	7720	
Registration.....	7708	
Security	7762	
Specialized Student Services	7673	
Superintendent’s Office	7719	
Technology Support (Help Desk).....	7668/7669	
Transportation.....	7601	
Youth Assistance	7679	

The Oak Park Board of Education is an elected body representing the views of the community on issues affecting education within Oak Park. During their term, each Board member works collectively to set policies and educational goals in the best interest of students.

SECTION 2: PROFESSIONAL EXPECTATIONS

SECTION 2.1

GENERAL CONDUCT

Customer Service

It is the expectation of the District that every employee represents OPSD in a positive and helpful manner at all times. When working with students, parents, guardians, co-workers and community members, we are to always be courteous, polite and patient. Our families are our customers; happy customers are our best referrals.

Confidentiality

During your employment, you may gain access to private information about our students, parents, community members, other employees, or the District itself. This information must be kept strictly confidential, and should not be discussed with any individual who does not have a legitimate right to know this information. If an employee discloses any of the above-mentioned information without consent, it can violate federal law. Staff members are responsible for internal security of such information, with reasonable precautions followed to ensure information is not accidentally disclosed. If you're unsure whether information is confidential, please check with your supervisor before discussing it with anyone.

Social Media

Social media is defined as any form of online publication or presence that allows end users to engage in multi-directional conversations in or around the content on a website. Examples include, but are not limited to: Facebook, Twitter, YouTube, Instagram, SnapChat, Grindr, blogs, wikis, social bookmarking, document sharing and email. An employee's use of internet resources must comply with the District's Acceptable Use Policy.

The lines between public and private/personal and professional are blurred in Social Media. Whether using your own device or District property, whether you have a disclaimer, utilize a different screen name, or post anonymously, you are at all times considered to be an Oak Park School District employee. Behavior unbecoming of an OPSD employee, as determined by administration, is subject to disciplinary action and/or termination.

Do not post photos/videos of fellow employees without their permission. Do not use photos/videos taken at school without your supervisor's permission. Do not post photos/videos that contain students without parent and Administrator permission.

Outside Employment

Employees shall not at any time engage in any outside employment that would make demands upon themselves which could conflict or interfere with their effectiveness in performing their regularly assigned duties, compromise the school system, or adversely affect their professional standing. Employees shall not engage in any other employment or private business during the hours necessary to fulfill assigned District duties, or perform any unauthorized work for personal gain while on a District Leave of Absence, including FMLA.

Employees shall not engage in work of any type wherein information obtained through OPSD concerning customers, vendors, clients or any other business relationship originates.

Conflict of Interest/Gifts

Employees of the District are not to use their position for private advantage or gain. Staff members shall not receive financial remuneration from suppliers, contractors, vendors, parents or other persons who would have the opportunity to influence the decisions of the employee, nor participate in an activity wherein their position as an employee of OPSD is used or could be interpreted as being used to sell or promote the sale of goods or services, or to grant favorable conditions, treatment or status to students, associates or patrons of the District.

"Financial Remuneration" as used herein shall mean any money, fees, commissions, credits, gifts, gratuities, things of value, or compensation of any kind which is provided, directly or indirectly, to any employee or a family member.

Political Activities

Employees have the right to campaign for and hold elected public office. However, whether as a campaigner, candidate or political appointee, you may not campaign during school/work hours, use District supplies, equipment, facilities or media, or involve the District, its personnel or students in any political campaign, or otherwise encroach on the work day. Banned activities include wearing political buttons, soliciting political contributions, displaying political signs, etc.

Solicitation/Distribution

Recognizing that both students and staff are potential audiences for collecting information or for raising money, OPSD shall strive to safeguard our families and employees. All outside surveys/questionnaires must be approved by the Superintendent, and no public release of results shall occur without written approval of the Superintendent.

Outside organizations are not permitted to advertise events within schools or use students to sell tickets, except those which are school-sponsored or approved. All information, advertising, tickets and other materials must carry the name of the sponsor.

Employees may not use their position within the District to sell any products, goods or services on school property for their own personal gain. Any employee wishing to sell products or services related to a non-profit organization must discuss with and receive permission from their supervisor prior to such sales. No undue pressure will be placed on students or staff to solicit for or contribute to any activities.

SECTION 2.2

CONDUCT WITH STUDENTS

The most important responsibility of the Oak Park School District is the safety of our students. All employees, as well as all individuals who work with or have contact with students in our District, are reminded that they must be aware of the boundary between being sensitive to and supportive of students and a possible or perceived breach of responsible, ethical behavior.

While the District encourages the cultivation of positive relationships with students, employees and all individuals who work with or have contact with students in our District are expected to use good judgment and are cautioned to avoid situations including, but not limited to, the following:

1. Meeting individually with a student behind closed doors, regardless of gender.
2. Engaging in any behaviors, either directly or indirectly with a student(s) or in the presence of a student(s), which are unprofessional, unethical, illegal, immoral, or exploitative.

3. Giving student(s) gifts, rewards, or incentives that are not school-related and/or for which it is directly or implicitly suggested that a student(s) is/are to say or do something in return.
4. Making statements or comments, either directly or in the presence of a student(s), which are unprofessional, not age appropriate, or which may be considered sexual in nature, harassing, or demeaning.
5. Touching or having physical contact with a student(s).
6. Transporting student(s) in a personal vehicle.
7. Taking or accompanying, meeting or being with student(s) off campus for activities other than a District-approved field trip or school-authorized activity.
8. Communicating with student(s), in writing, by phone/email/texting/electronically, via Internet, or in person, at any time, for purposes that are not specifically school-related.
9. Providing student(s) with a personal home/cell telephone number, personal email address, home address, or other personal contact information.

Even though the intent of the employee/individual may be purely professional, those who engage in any of the above behavior(s), either directly or indirectly with a student(s) or in the presence of a student(s), are subjecting themselves to possible perceptions of impropriety. Employees/individuals are advised that, when allegations of inappropriate conduct or behavior are made, the District is obligated to investigate the allegations and, if warranted, take appropriate administrative and/or disciplinary action.

Staff Ethics

OPSD requires the services of men and women of integrity and expects all staff to maintain high standards in their working relationships and in the performance of their professional duties. In keeping with these ideals, employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate. Staff must not engage in any romantic or sexual relationship of any kind with District students, regardless of age. Staff must not provide alcohol, drugs, cigarettes or any other contraband to a student, or accept any of the aforementioned from a student.

Corporal Punishment

Michigan law strictly prohibits the use of corporal punishment on a student, which is defined as, “the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.” (MCL 380.1312) All instances of the use of physical force upon a student are to be fully documented within 24 hours and reports sent to the appropriate principal and the Superintendent.

SECTION 3: WORKPLACE HEALTH & SAFETY

The health and safety of our staff and students are the District's first priority. Each building within the District has a full version of the OPSD Emergency Response Manual ("EMR") in the main office, and each classroom has a Teacher quick-reference version of the same manual. If this cannot be immediately located, please contact your Administrator. The EMR contains procedures for Administrators, Staff and Custodial for the following situations:

- Important emergency numbers
- Lockdown Procedures (Shelter in Place)
- Evacuation Procedures
- Intruder/Trespassing
- Death on School Site
- Severe Weather
- Bomb Threats
- Fire/Arson
- Chemical Attacks
- Accidents/Medical Emergencies

SECTION 3.1

DRUGS, ALCOHOL, TOBACCO & WEAPONS-FREE SCHOOLS

In compliance with the federal government's Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited anywhere in the District workplace.

The District will not tolerate employee use or abuse of illicit drugs or alcohol on OPSD property or while conducting school business at any time. An employee suspected of being under the influence of drugs or alcohol while on the job will be notified and accompanied by a supervisor to submit to a drug/alcohol test with an OPSD designated physician. If testing positive, the employee will be escorted home, and the necessary disciplinary actions will follow according to the terms of the CBA or contract. If an employee refuses to have a test administered, this would be considered insubordination and grounds for immediate termination.

In accordance with Michigan law, the Board prohibits the use of tobacco on or in any District property, in District vehicles, and in all school buildings owned, leased or otherwise controlled by the District, and at any District-related event. "Tobacco use" shall include a cigar, pipe, e-cigarette (vaping), chewing tobacco, or any other matter or substance containing nicotine/tobacco.

Finally, Oak Park School District is a weapons-free work place. It is contrary to law and School District policy for employees to possess weapons, including, but not limited to, "open carry" or concealed pistols (regardless of CPL or CCW status) in a school building, on school property, in a student transportation vehicle or while otherwise conducting District business.

Violations of the above may result in criminal charges and/or discipline up to and including discharge from employment.

SECTION 3.2

HAZARDOUS MATERIALS

OPSD has established a program to ensure employees are made aware of the hazards of chemicals found in the workplace. Each building has posted a *Materials Safety Data Sheet (MSDS)* with information concerning chemical hazards therein.

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

The Oak Park School District's *Blood Borne Pathogens Exposure Control Plan* ("Plan") is available at each facility for review. The Plan contains details for complying with the federal Occupational, Safety and Health Administration ("OSHA") and Michigan Occupational, Safety and Health Administration ("MIOSHA") standards on blood borne pathogens.

Additionally, each District employee is required to complete annual online training in the handling of blood borne pathogens.

SECTION 3.4

WORK-RELATED ACCIDENTS & INJURIES

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

1. Immediately report the injury/accident to your Supervisor. If your Supervisor is not available, the injury/accident should be reported to another supervisor within your building.
2. The injured employee must come to the Administration Building to have an Employer's Report of Injury form completed.
3. If medical treatment is needed, authorization must be obtained from Pat Greer in the Business office (x 7715) before the employee goes to the clinic. Then go to the authorized District medical clinic at:

Concentra Urgent Care
26185 Greenfield Road
Southfield, MI 48076
(248) 569-2040

Initial treatment and follow-up exams must be obtained at Concentra within five (5) days following the injury/accident. If, during the first five (5) days, treatment is obtained from a health care provider other than Concentra, you may be responsible for any charges incurred.

The Concentra Examination, Treatment and Billing form should be returned immediately to the Business Office, even if no time is lost from work.

4. If the injury is an emergency, go directly to:

Providence Hospital
16001 West Nine Mile Road
Southfield, MI 48075
(248) 849-3000

It is still imperative that the Employer's Report of Injury form is completed at the Business Office as soon as the employee leaves Providence.

5. When the employee is released by the physician to return to work, the employee must return to the Business Office before reporting to their work location. A copy of the release will be given to the employee and a copy will be sent to their immediate Supervisor.
6. Workers' Compensation benefits will be paid according to the State of Michigan Workers' Disability Compensation Act and, if applicable, the master agreement between your bargaining unit and the OPSD Board of Education.

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

SECTION 3.5

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Oak Park School District offers an Employee Assistance Program, which provides personal counseling services to all employees of the District. Services are provided by our partner, LifeWorks, in a private, confidential setting. Strict state and federal statutes prohibit any disclosure to the employer that employees are seeking services. Some of the areas in which LifeWorks can help are: marital problems, family discord, managing stress, alcohol and substance abuse, losing weight, smoking cessation, parenting, childcare, divorce adjustment, aging parents, and financial and legal problems.

Should an employee need services other than those offered by the LifeWorks, a counselor will provide referrals to ensure the employee receives necessary services. The EAP is provided at no cost to the employee and services are available 24/7, 365 days per year.

If you need help or want more information, LifeWorks is available at:

Website: <http://oakparkschools.lifeworks.com>
User ID: oakparkschools
Password: lifeworks
Phone: (888) 456-1324

SECTION 3.6

SCHOOL SAFETY LEGISLATION (IF CHARGED WITH A CRIME)

“School Safety” legislation (2005 PA 129-131 and 138) requires you, as an employee of the District, to self-report to your employer and the Michigan Department of Education when you have been arraigned/charged with certain identified crimes. You must do so within three business days of arraignment or you will be guilty of an additional crime. The crimes are listed in MCL 380.1535a.

SECTION 3.7

EMPLOYER PROPERTY, PRIVACY & SEARCHES

Lockers, desks, closets, labs, classrooms, tool bins, vehicles, computers, phones and other items are the property of the District and must be maintained according to OPSD rules and policies, used only for proper work related purposes, and used in an appropriate manner. The Oak Park Schools email and computer systems are owned by the District; employees should have no reasonable expectation of

privacy in their communications, files or internet searches (see Section 8.6, herein). The District reserves the right to inspect all OPSD property to ensure compliance with its rules and regulations.

Any containers or packages (regardless of ownership) that an employee carries into or out of the District's premises or at a District function, as well as personal automobiles on District premises or at a District function, are subject to inspection. The District will attempt to advise the employee at the time of a search or inspection, but OPSD reserves the right to make any investigation or search without notice to the employee and in the employee's absence. Refusal to submit to an inspection may be grounds for dismissal.

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

SECTION 4: EMPLOYEE RECORDS

SECTION 4.1

PERSONNEL FILE

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

Employees have a right to examine their personnel file or obtain a copy of the file upon a written request to the Superintendent. If you wish to examine your file, please contact the HR office in advance and make arrangements during normal business hours and outside of your schedule work time.

SECTION 4.2

SOCIAL SECURITY NUMBER CONFIDENTIALITY

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

SECTION 4.3

REFERENCE CHECKS

All requests for reference checks should be directed to Human Resources; only Human Resources personnel shall provide any information in response to reference checks.

In the absence of a written release from the former employee and a written request from the prospective employer, Human Resources personnel will confirm only dates of employment, salary, and job title.

SECTION 4.4

CHANGE OF NAME OR ADDRESS

If you have a change of name or address, please update your employee records by submitting the Name/Address Change form to the Administrative Office. This form can be found in your building's main office and brought directly to the HR Department.

The form must be accompanied by a copy of your revised Social Security card with signature, reflecting a name change and, if you hold a teaching certificate, an updated certificate.

To change your name with the Michigan Department of Education, login to your MOECS account and choose the Manage Demographics button to make the change, and then print a new certificate. The certificate must be notarized; don't sign until you are in the company of a notary. Notaries are available in the Administrative Building.

SECTION 4.5

HIPAA

OPSD has adopted a policy that protects the privacy and confidentiality of your protected health information (“PHI”) whenever it is used by District representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to employee PHI in the course of their jobs.

In accordance with the Health Insurance Portability and Accountability Act (HIPAA), OPSD shall not, without an employee's authorization, request an employee's Protected Health Information (PHI) from any covered entity as defined by the Act. PHI includes any information that relates to an individual's past, present, or future health condition, or treatment or payments for health treatments.

If the District requires, or you voluntarily submit to, alcohol or drug testing or a medical examination, you are required to authorize the release of your PHI or provide your PHI directly to OPSD.

The District may request a physician's certification relating to a work absence for illness or injury. Please send all documents containing PHI, including but not limited to, doctor's notes and return to work notes, to the Benefits Coordinator in the Administrative Building.

SECTION 5: WORK PLACE ENVIRONMENT

SECTION 5.1

ATTENDANCE/TARDINESS

Regular attendance and punctuality is essential to the efficient and productive performance of work, and is expected of all District employees. You're expected to report to work on time and start work at your regularly scheduled time. You are also expected to remain productive at work through the end of your schedule, except for regularly scheduled breaks.

When you may be absent or tardy, you must notify the District via the WillSub system as soon as possible before you're expected to arrive to work, but no later than one hour before your normal scheduled starting time. In all cases, you must provide your supervisor with an explanation of your absence or tardiness, and inform him/her when you will arrive or return to work. Except in extenuating situations, you must call in every day you are scheduled to report and won't be able to report (see Appendix A for WillSub instructions).

Excessive absenteeism or tardiness, whether excused or not, is not acceptable. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis. If you fail to report to work without any notification to your supervisor for a period of three (3) or more consecutive work days, it will be deemed that you have voluntarily terminated your employment.

You must provide a doctor's note for absences of four (4) or more consecutive days for illness. FMLA paperwork may be required to be completed if a serious medical condition is present. Please see Section 9: Leave and Benefits for more information.

SECTION 5.2

INCLEMENT WEATHER/EMERGENCY CLOSINGS

When the District or individual building facilities are closed due to inclement weather or emergency situations, employees are directed to follow their CBA and/or the directions of the building supervisor.

SECTION 5.3

DRESS CODE

Each employee is a representative of the District. All employees are expected to dress professionally and appropriately for work and be well groomed. Your supervisor may assist you in determining what attire is appropriate. Some jobs may have additional restrictions for safety reasons. Please see your CBA for additional guidelines.

SECTION 5.4

MONEY IN THE CLASSROOM

Employees routinely collect funds from students and parents for various programs and activities. Funds are not be kept overnight in classrooms or offices, nor taken home. Prior to leaving the building, all funds are to be deposited daily with your building's office staff, no later than 4:00PM. Office staff will utilize the District's courier services to deposit funds with the bank on a daily basis.

New employees are issued an ID badge when fingerprint and drug test results have been received and new hire paperwork is complete. All school employees are required to wear an employee identification badge in a way which can be easily observed at all times. Employees should call the Technology Department at (248) 336-7668 to schedule an appointment to have their badge photo taken upon receipt of their hire packet.

You may also be provided with keys to your work area and/or building. Keys and ID badges are District property, may never be copied, and are never to be loaned to another employee, student or other individual. All District property must be surrendered upon termination of employment. If you lose a key, please notify your supervisor immediately.

SECTION 5.6SCHOOL PROPERTY SUPPLIED TO EMPLOYEES

Information, materials, equipment and supplies provided by the District are for the exclusive use of the employee while completing his/her assigned duties, and may not be used for personal projects outside of your employment. The employee is responsible for the loss or damage of OPSD property due to the employee's negligence; all assets or property must be returned to the District in the same condition in which it was received.

If your employment terminates, you must return all assets or property at the time of termination. OPSD may deduct the cost of the missing property from your final paycheck.

SECTION 5.7PERSONAL CALLS, EMAILS & TEXT MESSAGES

OPSD telephones are intended for the use of conducting District business. Personal usage during business hours is discouraged except for emergencies. All personal calls should be kept brief.

Cell phones should be silenced, and personal emails, texting and social media usage is prohibited in the classroom. Please restrict your use of personal communication devices to your lunch or break periods.

SECTION 6: HOW YOU ARE PAID

As an Oak Park School District employee, your level of pay and fringe benefits are based on your hire group. Please see either your CBA or employment contract for details.

The Payroll Department is located in the Administrative Building and can be reached at (248) 336-7720 or via fax at (248) 336-7738. The majority of payroll forms can be found on the District website, under Departments/Human Resources.

SECTION 6.1

PAY OVERVIEW

District employees will be paid bi-weekly (every two weeks) on Fridays and according to the District payroll schedule. Holiday schedules may result in a variation of pay dates. Depending on your group, you may have the option to elect to be paid on a 21-pay schedule (no summer pay).

Direct Deposit

All employees are encouraged, but not required, to participate in direct deposit. If electing direct deposit, you may indicate up to two separate bank or credit union accounts, but the combined deposit total must equal 100% of your net pay. Your first paycheck as a new employee will be issued as a live system check, with direct deposit taking effect thereafter. Deposit information can be changed at any time by completing the Payroll Direct Deposit form and forwarding to the Payroll Department.

Withholding Taxes & Deductions

To change the number of income tax exemptions, please fill out a new federal W-4, Michigan MI-W4, and/or City tax withholding form (located on the OPSD website under Departments/Human Resources) and return to the Payroll Department.

Voluntary deductions include optional insurances, annuities, Flexible Spending, Dependent Care and Health Savings Accounts. Contributions for the United Way and Oak Park Education Foundation (OPEF) also may be made by Payroll deduction.

Garnishments

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

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

Tax Sheltered Annuity

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

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

The technicalities of the TSA program and the performance of funds depends largely on your personal financial circumstances and your risk tolerance. Our third party carrier offers many different funds; please contact them directly to make your choice:

GLP & Associates
37000 West Twelve Mile Road, Suite 101
Farmington Hills, MI 48331
Phone: (877) 457-9467
www.glp403b.com

Jury Duty

Jury Duty absences should be entered into WillSub as such. Regular full-time employees who serve on jury duty will continue to receive the regular daily wage for each day the employee reports for or performs jury duty, provided the employee would have normally been scheduled to work on such days. The jury duty absence will initially deduct from the employee sick leave accrual.

To be eligible for reversal of the jury duty absence from your sick leave accrual, the employee must furnish the payroll office with written verification of any pay received from the court and the dates that jury duty service was performed. The employee must also provide a check or money order made payable to Oak Park School District for the full amount of the jury fee paid, excluding any mileage or travel fees. Payment will be made as provided in the applicable CBA or contract. Once payment is received, the attendance entry will be reversed, which will refund the leave bank.

SECTION 6.2

ONLINE EMPLOYEE PAYROLL ACCESS

Oak Park Schools provides easy, secure and convenient access to your payroll-related records via an online system. The online Employee Access portal instructions can be found on the District website under the Departments/Human Resources tab, or by directly going to: <https://hrweb.resa.net/eemployee>.

Our online Employee Access portal allows you to view and print your paycheck stubs, W-2 Federal, State and City tax returns, and to check your Sick and Vacation Leave Bank balances.

For your initial login:

- In District field, type the letter “O” and then choose “Oak Park”
- Then click, “Not a Registered User?”
- On the next screen, complete Birth Date, Employee Number* and Last 4 Digits of SSN fields
- Then click, ‘Next’
- On the next screen, create & enter your password
- Confirmation is received with the generation of your user name
- Click “Finish”

**Contact the HR or Business Departments if Employee Number is needed*

You will be returned to the login screen. Input the District field as instructed above. Then, input your User ID (up to first six letters of last name + first initial) and password. Click the Login button.

Please submit name, address or telephone number changes directly to the Human Resources Department using the Change of Information form available on the OPSD website under the Departments/Human Resources tab, or found in your building’s office.

Paycheck Abbreviations

The following are examples of common codes found on your paycheck:

<u>EARNINGS</u>	<u>DESCRIPTION</u>	<u>TAX</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>FICA-OASDI</u>	<u>FICA-HI</u>
RETIREMENT GROSS	Retirement earnings	Taxable	Yes	Yes	Yes	Yes
RETIRES PAY	Non-retirement earnings	Taxable	Yes	Yes	Yes	Yes
STUDENTS PAY	Non-retirement earnings	Taxable	Yes	Yes	Yes	Yes
TSA (CASH/LIEU)	Cash in lieu of Medical Insurance	Taxable	Yes	Yes	Yes	Yes

<u>TAXES</u>	<u>DESCRIPTION</u>	<u>TAX</u>
FICA	Federal Insurance Contribution Act	
- OASDI	Old, Age, Survivor Disability Insurance (SOCIAL SECURITY)	6.20%
- HI	Health Insurance (MEDICARE)	1.45%
FEDERAL	Federal Income Tax	Tax Table
STATE MI	State Income Tax - Michigan	4.25%
	<i>Filing Status Number of allowances Examples</i>	
	S (Single) M (Married) # M2 S1	
PONTIAC MI	Local Income Tax - Pontiac	1.00%
DETROIT MI	Local Income Tax - Detroit	2.40%

DEDUCTIONS **DESCRIPTION** ****Partial Listing. Please contact Payroll at x 7716 if you need explanation for a deduction code not listed.**

<u>RETIREMENT DEDUCTIONS</u>		<u>Percentage</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>FICA-OASDI</u>	<u>FICA-HI</u>
The following deductions are deducted before some taxes are calculated						
<u>PRETAX - subject to FICA taxes</u>						
MIP FIXED	Member Investment Plan Fixed <i>Benefit Plan</i>	3.90%	No	No	Yes	Yes
MIP GRADED	Member Investment Plan Graded <i>Benefit Plan</i>	Graded %	No	No	Yes	Yes
MIP PLUS & HYBD	Member Investment Plan Plus <i>Benefit Plan</i>	Graded %	No	No	Yes	Yes
EE BASIC 4%	Basic 4% <i>Benefit Plan</i>	4%	No	No	Yes	Yes
EE MIP 7%	Member Investment Plan (MIP) 7% <i>Benefit Plan</i>	7%	No	No	Yes	Yes
EE DC	Defined Contribution-Pension Plus and DC <i>Benefit Plans</i>	2%/6%	No	No	Yes	Yes
EE PHF	Personal Healthcare Fund	2%	No	No	Yes	Yes
MIP HEALTH ADJ	If adjustment is needed to MIP deductions		No	No	Yes	Yes
TDP RETIRE	Tax Deferred Payment		No	No	Yes	Yes
<u>PRETAX - non taxable</u>						
RETIRE HLTH XMT	Retire Health Plan Contribution	3%	No	No	No	No
<u>ELECTED DEDUCTIONS</u>						
<u>PRETAX - non taxable</u>						
HSA.	Health Saving Plan		No	No	No	No
FSA	Flexible Saving Account		No	No	No	No
<u>POST TAX DEDUCTIONS</u>						
EE-DEP OPT LIFE	Dependent Optional Life Insurance Premiums					
STD	Short Term Care Insurance Premiums					

SECTION 6.3

PERFORMANCE EVALUATIONS

Employee evaluations take place annually. The goal is to provide feedback to all staff, while providing support for improvement.

Specific information related to the annual evaluation can be found within your respective CBA or contract. Any questions pertaining to the process should be directed to your building administrator, your immediate supervisor, and/or the Superintendent.

SECTION 7: LEAVE & BENEFITS

SECTION 7.1

LEAVE

Oak Park School District provides paid personal business/sick leave days and/or paid vacation days for eligible regular and full-time employees. Employees should refer to their CBA, individual contract or conditions of employment to determine how many such days you possess for the contract year, and how such vacation and leave days may be utilized.

Personal business/sick leave days cannot be utilized on a day immediately before or after a holiday, vacation or beginning or end of the school year, without prior Superintendent approval.

Use of vacation and personal business/sick leave days may be subject to the approval of your supervisor and/or the Human Resources department, depending on the terms of your contract. Any extended absence of four (4) or more consecutive days will require a LOA form and a physician's note in cases of illness. Depending on the nature of your illness, further physician certification for FMLA purposes may be required. You may not perform unauthorized work for gain while on any type of District leave.

The Leave of Absence (LOA) form is available online on the District website, in your building's business offices, or through your Union representative. The form should be completed and returned to the Leave & Benefits Coordinator at least 30 days in advance of your extended absence, when known beforehand.

Central Sick Bank

The District has two Central Sick Banks ("CSB") available for employees: the Oak Park Education Association ("OESA") for teachers and the Oak Park Educational Support Personnel Association ("OPESPA") for para-educators. Each allows its members to borrow paid sick days, according to the terms of their respective CBAs. Borrowed days will be returned at the rate of five (5) days per year.

Please see your building's business office, union representative, or a member of the Sick Bank Committee for the Request to Borrow Sick Days form.

FMLA

In accordance with the Family and Medical Leave Act (FMLA), eligible employees are provided with up to 12 weeks of unpaid, job-protected leave in each rolling 12-month period. Eligible employees are those who have worked at least 12 months and have accumulated at least 1,250 hours during the preceding 12 months. FMLA leave may be requested for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent.

The request for FMLA leave must be presented to the Leave & Benefits Coordinator at least 30 days in advance of the requested departure date, when foreseeable. If you fail to give notice with no reasonable excuse, FMLA coverage will be delayed until 30 days after the date notice is provided.

If 30-days advance notice is not possible, you must provide notice of the need for leave as soon as practical. The FMLA Leave Request form is available online on the District website.

For maternity-related FMLA leave, if both parents work for the District, your combined parental leave is limited to 12 weeks during a 12-month period.

Employees requesting FMLA leave for health reasons will be given a form for their physician to provide medical certification of the need for the leave and the probable duration of the leave, which must be returned within 15 days of the medical certification form being provided.

Upon commencing the FMLA leave, employees are required to use paid sick leave days concurrently with FMLA leave. FMLA will also be designated to run concurrently with Worker's Compensation and ADA leave.

OPSD will continue group health coverage for employees covered under the District's medical insurance at the time of the leave, but if you fail to pay your portion of the medical co-premium during FMLA leave, the group insurance policy may be canceled. If you fail to return to work following the expiration of your leave, you may be subject to termination and be required to repay the insurance premiums paid by the District on your behalf during your leave. Employees on unpaid family leave will not continue to accumulate service time or benefits while on leave, unless otherwise stated in your CBA or contract.

Military Duty Leave

Employers are required by law to allow regular employees job-protected, temporary leaves of absence without pay for military leave. In general, employees who enter active military duty are entitled to return to the same positions they held at the time they left, if the active duty does not exceed four (4) years. Additionally, an employee may not be discharged from employment without cause within one year after returning to the District.

SECTION 7.2

BENEFITS

A "qualifying event" is a change in your personal life which will allow you to make a corresponding change in your insurance benefits, outside of the annual Open Enrollment period. These include:

- Marriage or divorce
- Birth, adoption or guardianship
- Death
- A dependent who is now over the age of 26 or otherwise ceases to be a dependent
- A spouse gaining or losing insurance coverage through their job

These changes must be reported to the Leave & Benefits Coordinator within 30 calendar days of the event, with proof.

During Open Enrollment, which the District performs annually each November, a qualifying event is not required to make insurance changes.

For specific questions on claims or services covered under each plan, you may contact your insurance company directly using the contact information provided below.

MESSA	(800) 336-0013	www.messa.org
Delta Dental of Michigan VSP (vision)	(800) 524-0149 (800) 877-7195	www.deltadentalmi.com www.vsp.com
NextGeneration (FSAs) HealthEquity (HSA)	(888) 266-1732 (866) 346-5800	www.nextgenerationenrollment.com www.healthequity.com

Cash in Lieu

Married District employees may not have double coverage for medical insurance, although you may have coordination of benefits for dental and vision insurances. If you have group health insurance through a spouse or another source, you may qualify for a cash payment in lieu of medical benefits, depending on your CBA or contract.

To be eligible for cash in lieu, you must provide proof of other qualifying group medical coverage, which cannot be government-provided insurance (e.g., Medicare, Medicaid, Tricare, VA, MICHild), COBRA, or any plan purchased as an individual, including those purchased through the Health Insurance Marketplace. If you refuse District-provided medical insurance without proof of other coverage, you are not eligible for cash in lieu.

Insurance questions should be directed to the Leave & Benefits Coordinator at (248) 336-7716.

Eligibility & Types of Coverage

The District provides insurance coverage to each eligible employee, according to the specific terms of your CBA or contract and per the rules and regulations of the insurance carriers. An employee will not be provided with insurance coverage unless s/he is eligible and completes all enrollment forms.

Insurance coverage for the employee and eligible dependents will cease when the employee has terminated employment with the District, is on an unpaid leave of absence (other than under the guidelines of the FMLA), or is laid off from employment. Employees or dependents eligible for extension of benefits under COBRA will receive paperwork via US Mail.

The following are the coverages provided to all eligible District employees at no cost:

- Dental
- Vision
- Long term disability
- Life insurance
- AD&D

In some instances, dependent life insurance may be provided at no cost to the employee.

To receive medical coverage, eligible employees are required to pay a portion of the monthly co-premium via a pre-tax salary deduction. The Business & Finance office will issue costs for each plan's co-premium annually.

Optional Insurances

Optional insurances such as basic term life, group supplemental life, dependent life, survivor income insurance, and short term disability are available to eligible employees for purchase through payroll deduction.

Flexible Spending/Dependent Care Reimbursement Accounts

There are two parts to the employee Flexible Spending Account ("FSA"). Employees have the option to participate in one or both options by contributing to the account through pre-tax payroll deductions.

1. The Medical FSA enables employees to pay for medical, dental, and vision expenses not covered by insurance, with pre-tax dollars; maximum of \$2,500 per year.
2. The Dependent Care FSA enables employees to pay for dependent care expenses (such as a licensed day care facility) with pre-tax dollars; maximum of \$5,000 per year.

Medical and Dependent Care FSAs are a "use it or lose it" type of account. You must use the pre-tax funds you have set aside for qualified medical or dependent care expenses within the current calendar year (by December 31st). You have until March 31st of each year to submit your claims for the previous year. Up to \$500 of unused Medical FSA funds may be rolled over to the next year; amounts over \$500 for the Medical FSA and all unused amounts in the Dependent Care FSA will be forfeited.

You must re-enroll in each type of FSA account each year.

Health Savings Accounts

Health savings accounts (HSAs) are like personal savings accounts, but the money in them is used to pay for health care expenses. You - not the District - own and control the money in your HSA.

The HSA enables participants of a high deductible medical insurance plan to pay for healthcare expenses with pre-tax dollars. Annual contribution limits are adjusted annually. An HSA account does not have the "use it or lose it" proviso. Funds within the account can accumulate tax-free interest.

SECTION 8. PRACTICES & PROCEDURES

SECTION 8.1

EDUCATOR RESPONSIBILITIES

The District has a Student Code of Conduct, which can be accessed on the OPSD website. Each teacher is expected to read and follow the policies found within the “Educator Responsibilities” section of this document.

SECTION 8.2

GRADING & STUDENT ATTENDANCE

All OPSD teachers are expected to maintain daily records of student attendance and grading. Secondary attendance is required to be submitted hourly; elementary attendance is required daily, by 8:45AM. The District relies on accurate records for pupil funding and compliance with State and Federal programs.

The District utilizes a secure, web-based reporting system called “MISTAR” to manage and monitor student educational records. Teachers will receive notification by email, with a copy to your Supervisor, if a class period is missing. Failure to maintain daily records may result in disciplinary action.

The link for MISTAR use can be found on the OPSD website, within the top page banner (see Appendix C for MISTAR user guides).

SECTION 8.3

CLASSROOM CONDUCT VIOLATIONS

To reduce the number and severity of Student Code of Conduct violations, teachers should define and review individual classroom rules and expectations with students. The goal is to prevent problem behavior from escalating and interrupting instructional time.

When a student exhibits ongoing behavior which interferes with the learning environment, a teacher should:

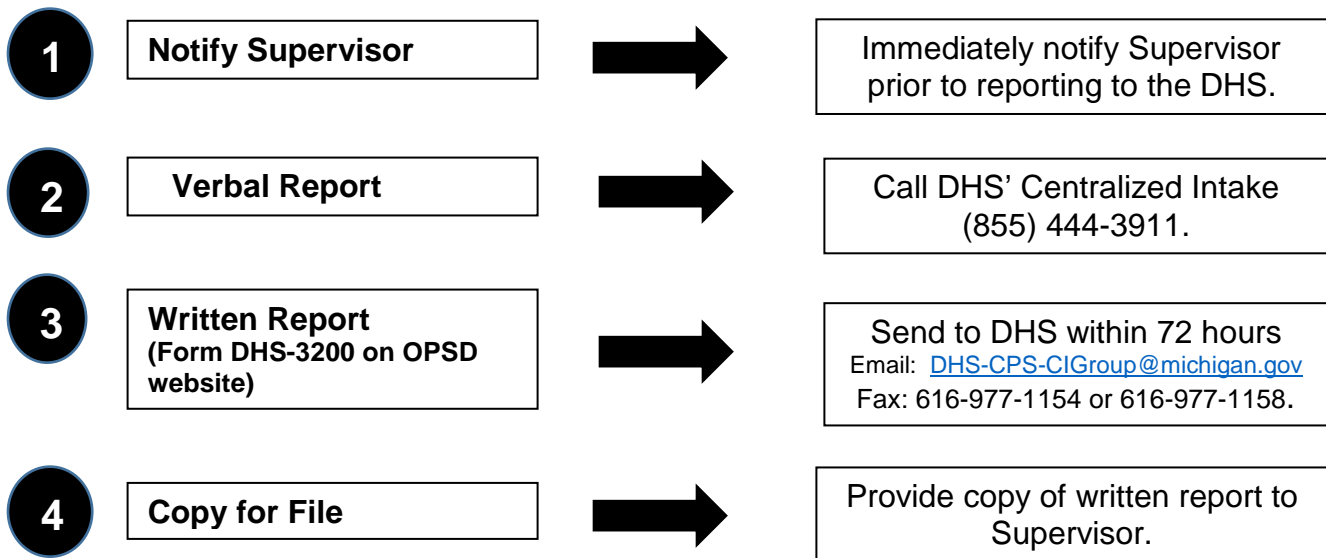
1. Address and redirect the behavior. If the behavior persists, the student may be removed from a grade K-5 classroom for no more than 15 minutes, and removed from a grade 6-12 classroom for no more than 20 minutes.
2. If the behavior is persistent (across class periods), you must identify, implement and document an age/developmentally appropriate intervention strategy.
 - a. Continuous Student Code of Conduct violations must be addressed and documented (see form, located on the District website) with a best practice strategy before further behavior interventions and/or discipline can occur.
 - b. Teachers can consult the Behavior Intervention Manuel (BIM) or Pre-Referral Intervention Manuel (PRIM) for appropriate strategies (i.e. those that teach the student to modify his/her behavior). These are located on the District website.
 - c. Teachers may need to try more than one strategy, which should all be documented.
3. Once all classroom strategies have been exhausted, the student can be referred to the school office. Please provide administration with a copy of the documented interventions.

Michigan law requires that you file a report when you have reasonable cause to suspect **abuse** or **neglect**.

The Michigan Child Protection Law (1975 PA 238, MCL 722.621 et. seq) states, in brief: All staff who have reasonable cause to suspect child abuse or neglect must immediately by telephone or otherwise, make an oral report of suspected child abuse or neglect to the Department of Human Services (“DHS”). The identity of the reporting person is confidential. Any person acting in good faith in making such a report, cooperating in an investigation, or assisting in any other requirements of the Act, is immune from civil or criminal liability.

It is the District’s requirement that any employee, subcontractor or vendor, regardless of position, who has reasonable cause to suspect child abuse or neglect will immediately report it to his/her supervisor or other District administrator. This policy is applicable regardless of whether the person suspected of abuse or neglect is another District employee.

Reporting Process for Mandatory Reporters



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

1. Verify that a written report has been made to the DHS within the 72-hour time limit
2. Notify the Superintendent as soon as possible
3. Allow access to the child without parental consent, if such access is necessary to complete the investigation or to prevent abuse or neglect
4. Involve the social worker and other appropriate personnel to work on the case

Definitions:

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

- *Child Neglect* – harm or threatened harm to a child’s health or welfare by a parent, legal guardian or any other person responsible for the child’s health or welfare that occurs through either of the following:
 - Negligent treatment, including the failure to provide adequate food, clothing, shelter or medical care.
 - Placing a child at an unreasonable risk by failure to intervene to eliminate that risk when the responsible person is able to do so and has, or should have, knowledge of the risk.
- *Sexual Abuse* – engaging in sexual contact or sexual penetration with a child, as defined in the Michigan Penal Code, 1931 PA 328, MCL 750.520a
- *Sexual Exploitation* – includes allowing, permitting, or encouraging a child to engage in prostitution, or the photographing, filming or depicting of a child engaged in a listed sexual act as defined in the Michigan Penal Code, 1931 PA 328, MCL 750.145c.

Indications of Neglect:

- Facial & bodily cuts, bruises and welts
- Repeated wearing of torn and dirty clothing
- Lack of personal hygiene
- Inadequate or seasonally inappropriate clothing
- A child who always appears to be hungry
- Frequent absences or tardiness
- Untreated medical problems
- Failure to seek appropriate care and treatment for handicaps
- Statements made by the child
- Statements made by friends and classmates of the child
- Inability to concentrate on school work
- Inappropriate classroom behavior
- Retardation of development for other than organic reasons

*Although it appears corporal punishment meets neither definition of “child neglect,” it can equate to “child abuse” when the deliberate infliction of physical pain, by any means, upon the whole or part of a pupil’s body results in harm to health and welfare. Thus, reporting requirements may be activated in observed instances of corporal punishment, which is likewise prohibited by State law and Board policy 5630.

As with any other obligation you have as an employee, your failure to report abuse or neglect could carry with it possible disciplinary action and other sanctions under the State law, when applicable.

In accordance with State law, corporal punishment shall not be permitted. If any staff member, full-time, part-time, or substitute deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, or makes use of any other kind of physical force as a means of disciplining a student, s/he may be subject to discipline by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services.

The Superintendent shall provide administrative guidelines which shall include a list of alternatives to corporal punishment.

Additional data and forms relating to student safety are located on the OPSD website and include:

- Home Language Survey
- Safety Drills
- PA 102 Reportable Incidents
- Student Contracts
- Truancy Forms

It is the policy of OPSD 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 motivation.

Prohibited Conduct

For the purposes of this policy, bullying and/or cyberbullying, hereinafter referred to collectively as “bullying,” shall be defined as any written, verbal, physical act, or electronic communication that is intended or a reasonable person would know is likely to harm one or more students either directly/indirectly by doing any of the following:

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

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

Reporting an Incident

If a student, staff member or other individual believes there has been an incident of student bullying, s/he may report such incident as follows:

1. A report can be made in person, via telephone or in writing (including electronic transmissions). If an incident of bullying is reported to a staff member who is not the appropriate principal or designee, the staff member shall promptly report the incident to one or more of the aforementioned individuals.
2. Complaints of bullying by a staff member may be reported to the building principal or designee. Reports of bullying by the principal or designee may be reported to the Superintendent. Complaints of bullying by the Superintendent may be reported to the President of the Board of Education.

Investigation

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

Notice to Parent/Guardian

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

Posting/Publication of Policy

Notice of this policy will be incorporated into the Student Code of Conduct.

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, re-transmission, 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.

Fingerprinting

Pursuant to “School Safety” legislation (2005 PA 129-131 and 138) all school employees are required to have a criminal background check conducted by the Michigan State Police (“MSP”) and the Federal Bureau of Investigation (FBI). This means having your fingerprints scanned electronically and submitted to the MSP. The District will provide a listing of approved fingerprinting locations; the cost to be fingerprinted is the responsibility of the employee.

Once the criminal history check has been conducted by the MSP, a report will be sent to the District. The report will include convictions for any crime, misdemeanor or felony.

If you have been/become convicted of a non-listed felony, the District Superintendent and the Board of Education are required, by law, to agree in writing to continue your (offer of) employment. If you have been or become convicted of an offense that requires you to register your name on the sex offender registry, your employment will not be allowed/will be terminated. The crimes are listed in MCL 380.1535a.

Drug & Alcohol Testing

As a condition of employment, employees are required to submit to drug and alcohol testing as a new hire. Additionally, all employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs, and the employee has used or is using drugs or alcohol prior to reporting for duty, while on duty, or prior to or while attending any District function on or off District property. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

As a condition of employment, each District employee has an ongoing duty to notify his or her supervisor of any charge, conviction or other adverse adjudication of any criminal drug statute. Such notification shall be provided no later than three (3) days after such conviction.

District employees who test positive for alcohol and/or controlled substances and who are not hired/terminated for violating the District's drug/alcohol policy and administrative regulations are not eligible for re-employment.

All users of OPSD technology will comply with the terms governing the use of such technology. By signing the OPSD handbook acknowledgement form, employees explicitly agree to be bound by the District's Acceptable Use Policy (“AUP”), a copy of which can be found in the Appendix section herein, as well as on the OPSD website.

Users

All account holders on the District network are “users” and will be granted access to all network services by the System Administrator. Each time a user opens a District-provided computer, or logs in to the District network remotely, they will be required to agree to abide by the AUP before being allowed to proceed.

The following people may hold accounts on the District network:

1. *Students*. Students currently enrolled in the District may be assigned a network account upon agreement to the terms of this Acceptable Use Policy.
2. *Faculty and Staff*. Current employees of the District may be assigned a network account upon agreement to the terms of the Acceptable Use Policy.
3. *Others*. Subcontractors/others who provide District services may request assignment of a special account on the District network. These requests will be considered on a case-by-case basis, taking into account need and resource availability.

District Rights and Responsibilities

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

1. Assigning and removing user accounts,
2. Maintaining and repairing District equipment¹,
3. Selecting software² for the network,
4. Providing resources to support the District's goals, and
5. Providing training opportunities for use and application of information technologies, including training and information on new technologies, software and media as they are acquired and put into use in the District.

Electronic Information Access and Use

The District has the right to review and edit all publicly posted material and remove content that is objectionable or not in support of the District's goals. Nevertheless, because OPSD cannot comprehensively monitor the content of equipment, the District is not responsible for unauthorized actions or resources.

OPSD hereby disclaims liability for any direct, indirect, incidental or consequential damages, including lost data, information, or time, sustained or incurred in connection with the use operation, or inability to use the equipment. The District shall have no liability for any cause, action or other claim arising from the use of the equipment, whether from authorized or unauthorized uses, personal or professional.

Rights of Users

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

Users have the right:

1. To use authorized equipment for which they have received training to facilitate learning and to enhance educational information exchange.
2. To use the authorized equipment to access information from outside resources that facilitate learning and enhance educational information exchange.
3. Users have the conditional right to subscribe to Internet listservs and news groups that facilitate learning and enhance educational information.

¹"District equipment" includes, but is not limited to, computers, disk drives, printers, scanners, networks, Internet sites, software, video and audio recorders, cameras, photocopiers and facsimile machines, phones and e-mail accounts and related electronic resources.

²"Software" means computer programs in any form and related print and non-print resources.

Responsibilities of Users

Users are responsible for:

1. Using the equipment only for facilitating learning and enhancing educational information exchange consistent with the goals of the District. Use of the equipment for private business, product advertisement, political lobbying, unauthorized entry into other computer systems, or for making any financial commitments is strictly prohibited.
2. Attending appropriate training sessions in the use of the software.
3. Adhering to rules established by the District for the use of the equipment.
4. Observing and maintaining privacy of passwords.
5. Using only approved, contamination-free software that is properly purchased. Users are advised that unauthorized use of software may violate copyright laws, that they are strictly prohibited from using any software in connection with District equipment unless such use is authorized by the copyright owner and such authorization is fully documented in accordance with standards established from time to time by the system administrator. Users are advised to use extreme care in the transfer of files to avoid contamination of the system with viruses and that they will be held responsible for damages to the equipment resulting from inappropriate transfer of files.
6. Maintaining the integrity of the equipment, including electronic mail (e-mail) and reporting violations of privacy. Use of the equipment to make discriminatory or harassing statements, vulgarities, obscenities or disparaging comments, including the transmission of pornography, is strictly prohibited. Each user agrees to delete diligently old messages from their email account to avoid excessive use of email server space. Each user authorizes the District to delete mail messages at such intervals as the District may deem necessary or desirable from time to time, and OPSD shall not be liable for any such deletion.

Privacy

Users acknowledge:

1. There is no expectation of privacy in the use of the equipment. The District reserves the right to retrieve and review any message composed, sent, received or stored through the use of the equipment.
2. All passwords and encrypted information are the property of the District. Users may not utilize a password that has not been assigned to that user by the System Administrator.
3. The District reserves all rights to material contained in the equipment and may remove any information that the District, in its sole discretion, deems inappropriate or unauthorized.

Consequences of Inappropriate or Unauthorized Behavior

The system administrator may, in his/her sole discretion, revoke the privileges and close the account of any user who fails to comply with any provision of the AUP.

Users are liable for all consequences, including any monetary damages, resulting from unauthorized use of the equipment or failure to comply with this AUP, and may be subject to additional disciplinary action in accordance with District disciplinary policies and guidelines.

SECTION 8.8

NON-DISCRIMINATION

Section 504

Individuals with a disability in the United States, as defined in section 705 (20) of the Section 504 of the Rehabilitation Act of 1972 shall not, solely by reason of their disability, be excluded from the

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The law requires that the District provide a reasonable accommodation to a qualified employee with a disability, so that the employee may perform the essential functions of a job, or may enjoy the benefits and privileges of employment equal to those enjoyed by employees without disabilities, unless doing so would cause a significant difficulty or expense (“undue hardship”) for the District. An employee with a disability who believes that a job accommodation is necessary must notify the Superintendent in writing of the requested accommodation.

Under Section 504, schools may not discriminate against any students having a disability, students with a record of disability, or students who are regarded as having a disability. The District is required to provide free, appropriate public education (“FAPE”) to each eligible student who has a physical or mental impairment which substantially limits a major life activity. The FAPE obligation extends to all students described in this paragraph, regardless of the nature or severity of their disability.

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

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

You may file a complaint with OCR at any time. Filing a complaint with the School District is not a prerequisite to filing with OCR.

Title VII/ADA

Title VII of the Civil Rights Act of 1964 (Title VII) prohibits discrimination based on race, color, sex, religion, or national origin, and the Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability.

Title IX

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

SECTION 9.

EMPLOYEE RELATIONS

SECTION 9.1

OPEN DOOR POLICY

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

SECTION 9.2

HARASSMENT

Harassment is unlawful under both Michigan and Federal law, and is contrary to the commitment of the District to provide a safe, positive and effective learning and work environment for its entire staff. The District's policy prevents harassment of students, employees, Board members, volunteers, contractors, or applicants for employment, and any person in the school environment, including others such as parents, guests, or vendors.

General

Harassment is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a staff member's ability to perform his/her job. This would include harassment based on any of the legally protected characteristics, such as sex, sexual preference, gender identity, race, color, national origin, religion, age, height, weight, marital status, genetic information, or disability. This policy, however, is not limited to these legal categories and includes any improper harassment that would negatively impact a staff member. This would also include such activities as stalking and unwelcomed taunting, teasing or intimidation. During the investigation, a complainant will not be required to interact with the alleged harasser in fulfilling his/her job duties.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct or communication of a sexual nature. In the employment and educational context, such actions are prohibited when:

1. Submission to such conduct is made an expressed or implied condition of obtaining employment or educational benefit.
2. Submission to or rejection of such conduct is used as a basis for decisions affecting the employment or educational benefit of the individual who submits or rejects; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive working or learning environment. Examples of such conduct might include, but are not limited to: off-color language, jokes, cartoons, nicknames, propositions, repeated unwanted social invitations, gestures, touching, sexually oriented posters, or suggestive or insulting sounds.

Behavior by any individual that results in sexual harassment will not be tolerated. Such conduct may result in disciplinary actions including verbal or written warnings, suspension without pay, or more severe discipline, including immediate discharge or removal from office. Students who engage in sexual

harassment of staff or Board of Education members are subject to discipline, including suspension or expulsion per the Student Code of Conduct.

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

SECTION 9.3

GRIEVANCE PROCEDURE

OPSD has adopted the following Grievance Procedure for addressing complaints of discrimination under Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and all other civil rights complaints. A person is not required to use this procedure and may instead file a complaint directly with the U. S. Department of Education's Office for Civil Rights, 600 Superior Avenue East, Suite 750, Cleveland, OH 44114-2611:

Step 1: A person who believes that s/he has been discriminated against by the Oak Park School District shall discuss the matter informally with the appropriate building principal (in the case of a student) or his/her immediate supervisor (in the case of an employee).

1. If the building principal/immediate supervisor is the subject of the complaint, or the grievant is not a student or employee, the grievant may, instead, contact the Office of the Superintendent.
2. The person receiving the complaint shall verbally convey his/her findings to both the person who alleged the violation and the person who is the subject of the complaint within 10 business days.

Step 2: If the informal Step 1 process does not resolve the matter, or if the grievant does not wish to use the informal procedures set forth in Step 1, a written complaint may be submitted to the Office of the Superintendent, who will investigate the complaint.

1. If the Coordinator is the subject of the complaint, the complaint should be submitted to the Board of Education, who will appoint another administrator to conduct the investigation.
2. The complaint shall be signed by the grievant and include:
 - a. The grievant's name and contact information,
 - b. The facts of the incident or action complained about,
 - c. The date of the incident or action giving rise to the complaint,
 - d. The type of discrimination alleged to have occurred, and
 - e. The specific relief sought.
 - f. Witness names and other evidence as deemed appropriate by the grievant may also be included.
3. An investigation of the complaint will be conducted within 10 business days following the submission of the written complaint. The investigation shall include an interview of the parties and witnesses, a review of relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint.
4. A written disposition of the complaint shall be issued within 10 business days of completion of the investigation, unless a specific written extension of time is provided to the parties. Copies of the disposition will be given to both the grievant and the person who is the subject of the complaint.

Step 3: If the grievant wishes to appeal the decision in Step 2 above, he/she may submit a signed, written appeal to the Board of Education within 10 business days after receipt of the written disposition. The

Board or its designee shall respond to the complaint, in writing, within 10 business days of the date of the appeal. Copies of the response shall be provided to both the grievant and the person who is the subject of the complaint.

OPSD strictly prohibits any form of retaliation against persons who utilize this Grievance Procedure. Further, a grievant making a complaint is neither required to prosecute the matter nor confront the alleged discriminator or harasser when that would be inappropriate. The decision of the Board shall be final.

If you have questions regarding these procedures or want to file a complaint, please contact Human Resources.

SECTION 10.

IF YOU LEAVE OUR EMPLOYMENT

As a courtesy, employees leaving Oak Park Schools are expected to give at least 14 calendar days' notice in writing. An employee will be paid earned salary to the date on which employment terminates.

SECTION 10.1

RESIGNATION PROCEDURES

1. Employee should submit a written resignation to the Human Resources department.
2. The employee must return all keys, badges, laptops, telephones, credit cards and other property of the District. By signing the OPSD handbook acknowledgement form, employees explicitly grant the District the right to withhold the value of any OPSD property not returned from their final pay.

Unused Vacation Days

Unless otherwise addressed in your CBA or contract, resigning employees who give 14 days' notice will be paid for accumulated but unused vacation days. Resigning employees failing to give the requested notice may not be paid accumulated vacation. Employees terminated by the District for cause will not receive pay for unused vacation days.

Unused/Unearned Sick Days

Paid sick days are fully granted in advance at the beginning of the school year, at a contracted, pro-rated rate of a certain number of days per month. Resigning or terminated employees will not receive pay for earned and accumulated but unused sick days. If you leave OPSD before the end of the school year and have used more sick days than you have earned on a pro-rated basis, a deduction will be withheld from your final paycheck.

Borrowed Sick Days Owed

If an employee retires, resigns or is terminated with borrowed days owing to the Oak Park Education Association Sick Bank, the equivalent in pay shall be deducted from your final paycheck. This applies only to days borrowed after June 30, 2016.

Retirement

According to your CBA or contract, you may be eligible for a lump sum settlement payment as well as earned and accumulated but unused sick days at retirement.

Insurance

The employer's contributions to insurance plans will be made through the end of the month in which termination occurs. Your medical co-premium owed will be deducted from your final paycheck.

SECTION 10.2

COBRA

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

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge that I have received a copy of the Oak Park School District Employee Handbook (“handbook”), and I understand it is my responsibility to read and comply with the policies contained herein, and any future revisions hereto.

The handbook describes important information about Oak Park School District (“OPSD” or the “District”), and I understand that I should consult my immediate supervisor, building Administrator, the Superintendent or Human Resources department with any questions I may have regarding the handbook. I have entered into my employment relationship with OPSD voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the District can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with OPSD, unless otherwise addressed by my individual CBA or contract. By distributing this handbook, the District expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that any and all policies and practices may be changed at any time by OPSD, and the revised information may supersede, modify or eliminate existing policies.

I understand and agree that nothing in the handbook creates, or is intended to create, a promise or representation of continued employment. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document, and the contents of this employee handbook are simply policies and guideline.

Employee's Signature

Employee's Name (Print)

Date

APPENDIX A

WORK RULES ACKNOWLEDGEMENT

OAK PARK SCHOOL DISTRICT

13900 Granzon • Oak Park, MI 48237
www.oakparkschools.org

Acknowledgement of Employee Work Rules

The Oak Park Board of Education has adopted the following work rules to promote an efficient work place and an environment conducive to learning. In the event an employee violates these rules, he or she will be subject to immediate discipline including warning, reprimand, suspension, discharge, and criminal prosecution where warranted.

Prohibited Conduct

I. Work Performance

- Intentionally giving any false or misleading information to obtain employment or a leave of absence.
- Negligence in performance of assigned duties, or interfering with another employee's performance of duties.
- Insubordination, including disobedience, or failure or refusal to carry out assignments or instructions.
- Falsifying records or giving false information to employees and agencies responsible for recordkeeping.
- Failure to provide accurate and complete information whenever such information is required by an authorized person.
- Unauthorized disclosure of confidential information or records.
- Loafing, loitering, sleeping or engaging in unauthorized personal business.
- Failure to comply with health, safety, and sanitation requirements, rules and regulations.

II. Attendance and Punctuality

- Failure to be at the work place, ready to work, at the regular starting time.
- Leaving the work place before the scheduled quitting time, without the specific approval of the supervisor.
- Unexcused or excessive tardiness or absenteeism.
- Failure to observe the time limits and scheduling of lunch, rest, or personal needs periods.
- Failure to notify the supervisor promptly of unanticipated tardiness or absence.

III. Use of Property

- Unauthorized or improper use of district property, tools, or equipment, including vehicles, telephones, computers, or mail service.
 - Unauthorized possession or removal of district or another person's private property.
-
-

- Willfully damaging, destroying, or stealing property belonging to the district or fellow employees.
- Unauthorized posting or removing of notices or signs from bulletin boards.
- Unauthorized use, lending, borrowing, or duplicating of district keys.
- Unauthorized entry to district property, including unauthorized entry outside of assigned hours of work or entry to restricted areas.

IV. Personal Actions and Appearance

- Threatening, attempting or doing bodily harm, fighting, or engaging in horseplay with another person.
- Intimidating, bullying, harassing, interfering with, or using abusive language towards others.
- Unauthorized possession of firearms or other weapons.
- Making false or malicious statements concerning other employees, supervisors, students, or the District.
- Use or possession of alcoholic beverages or narcotics during working hours, or smoking on district premises.
- Reporting to work under the influence of alcoholic beverages or illegal drugs.
- Unauthorized solicitation for any purpose.
- Inappropriate dress or lack of personal hygiene which adversely affects proper performance of duties or constitutes a health or safety hazard.
- Unauthorized or improper use or possession of uniforms, identification cards, badges, or permits.
- Failure to exercise good judgment, or being discourteous, in dealing with parents, students, the general public or fellow employees.
- Fraternizing with students, including but not limited to touching, excessive conversation, or other non-job related personal contact with students.

I hereby acknowledge my receipt of a copy of the employee notice regarding Employee Work Rules.

Employee Name

Employee Signature

Date



APPENDIX B

WILLSUB ATTENDANCE SYSTEM INSTRUCTIONS



APPENDIX C

MiSTAR SYSTEM INSTRUCTIONS

APPENDIX D

ACCEPTABLE USE POLICY

APPENDIX E

GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS

Introduction

This notice has important information about your right to COBRA continuation coverage under the Oak Park School District's ("OPDS") group health plan (the "Plan"). **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Affordable Care Act's Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end due to a qualifying event. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

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

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
 - Your spouse's hours of employment are reduced;
 - Your spouse's employment ends for any reason other than his or her gross misconduct;
 - Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
 - You become divorced or legally separated from your spouse.
-
-

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

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after OPSD has been notified that a qualifying event has occurred, including:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage), you must notify OPSD's Benefit Coordinator within 60 days after the qualifying event occurs.

How is COBRA continuation coverage provided?

Once OPSD receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses or on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage, which generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage, including:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. Notification must be provided to OPSD's Benefit Coordinator.

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

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the

second qualifying event. This extension may be available to the spouse and any dependent children receiving COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); becomes divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, CHIP or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

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

Plan contact information

Oak Park School District
Benefits Coordinator
13900 Granzon Street
Oak Park, MI 48237
(248) 336-7700 main office
(248) 336-7778 facsimile

