# Woodhaven-Brownstown School District

**Employee Handbook Policies, Procedures and Practices** 

2023-2024

#### **INTRODUCTION**

Welcome to the Woodhaven-Brownstown School District! We are happy to have you as a member of our staff, and we are confident that you will find your employment here both challenging and rewarding.

Our goal is to give our students and community high quality service in a friendly and professional manner. This requires that each of us cooperate with fellow employees and perform our duties to the best of our abilities in a professional, cheerful, faithful, and diligent manner.

Each employee should understand what the job is, what is expected in that job, and how that job contributes to the overall success of the District. To be effective in educating children, everyone on the team must work together and operate within the expectations of their positions.

This Handbook has been prepared to help answer new employees' as well as current employees' questions. Please read this Handbook carefully and keep it for future reference. If at any time you have questions about the information contained herein, please do not hesitate to ask your building principal or supervisor.

This Handbook is for informational purposes only and has been prepared for your convenience and general guidance. It is not a contract of employment for any period of time between the Woodhaven-Brownstown School District and any staff member. The contents of this Handbook and its terms are subject to change at any time with or without advance notice.

If any provision of this Handbook conflicts with the provision of a bargaining agreement, the terms of the agreement supersede this document.

We hope that your employment with the District will be satisfying, rewarding, and enjoyable.

We ask that you read this handbook carefully to fully understand Woodhaven-Brownstown School District employment expectations. If you have any questions regarding any of its contents, please contact your supervisor. District policies, benefits, and rules may be changed from time-to-time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, you will be notified accordingly.

The policies presented herein are for your protection and intended to provide for a healthy and productive workplace. Your participation and cooperation is a major factor in the success of the Woodhaven-Brownstown School District. Thank you for being a part of a team of educators working together to provide excellent educational opportunities for students.

The Woodhaven-Brownstown School District hereinafter is referred to as the "District."

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# **DISTRICT CONTACTS**

## www.mywbsd.org

	1009
	1058
	1008
	1004
	1832
	1006
	(734) 309-0758
	1010
(734) 783-3300	1001
	1014
	1012
	1002
	1086
	(734) 783-3300

## FREQUENTLY REQUESTED PHONE NUMBERS

Michigan Department of Education	517-373-3324
Michigan Teacher Preparation and Teacher Certification	517-241-4410
Office of Retirement Services (ORS)	800-381-5111 517-322-5103
Retirement System (MPSERS)	800-353-6932
Wayne County Health Department	734-727-7100

#### **WELCOME**

Dear Woodhaven-Brownstown School District Employees,

Welcome to the Woodhaven-Brownstown School District Employee Handbook, a comprehensive guide designed to provide you with essential information and resources to navigate your role within the WBSD. As an integral member of our educational community, your contributions play a crucial role in our mission to Engage - Enlighten - Empower our students. This handbook outlines the District's policies, procedures, and expectations, ensuring that you have the tools and knowledge needed to excel in your position while fostering a safe, inclusive, and collaborative work environment. We value your dedication and commitment to the success of our students and look forward to working together in providing the best educational experiences possible.

In this handbook, you will find information on:

- Our Mission, Vision, and Strategic Plan;
- Employment Policies;
- Benefits and Compensation;
- Professional Development;
- Safety and Security;
- Employee Rights and Responsibilities;
- Contact Information

Please take the time to familiarize yourself with the contents of this handbook. If you have any questions or need further clarification on any policies or procedures, do not hesitate to reach out to the Human Resources Department.

Our district's commitment to excellence in education begins with each one of you, our dedicated employees. Whether you are a teacher, administrator, support staff member, or part of our extended school family, your contributions play a pivotal role in shaping the future of our students.

As we embark on this educational journey together, I want to express my gratitude for your dedication to our students and our district. Your hard work and commitment to excellence are what make our schools truly exceptional.

Sincerely,

Mark Greathead

Superintendent

Woodhaven-Brownstown School District

Mark Grathal

#### **MISSION STATEMENT**

"Engage. Enlighten. Empower."

#### VISION STATEMENT

Our Vision for the District is "Learning and Leading for Tomorrow."

Together, our Vision and Mission Statements provide purpose and set direction for greater school improvement.

## STRATEGIC PLAN

#### **Learning**

- **Belief:** The Woodhaven-Brownstown School District strives to provide a learning environment in which the Board of Education, administrators, teachers, students, parents, and community members collaborate to support and enhance the education of all students in preparation for an ever-changing future.
- **Goal 1:** Provide every student with the essential skills aligned to a core curriculum and develop programs beyond the core that make the WBSD a Destination for Excellence.
  - **Objective 1:** Ensure a guaranteed and viable curriculum, aligned K-12.
  - **Objective 2:** Build capacity in all professional staff to aid in a multi-tiered system of support framework and supportive strategies and apply it to all students across the content areas.
- Goal 2: Implement and support high-quality, student-centered, instruction in every classroom through an instructional model where-in students are able to meet their academic and personal potential.
  - **Objective 1:** Implement a relentless approach to student-centered academic growth and social-emotional well-being.
  - **Objective 2:** Expand use of data-driven decisions to support differentiated learning as part of a multi-tiered system of support.
  - **Objective 3:** Utilize our technology resources to provide an integrated system of technology and instruction that is aligned to support and optimize student learning.
- Goal 3: Develop a comprehensive system of support to address the academic and social needs of all learners that reduces the impact of high-risk factors and provides resources to meet the needs of all students.
  - **Objective 1:** Build capacity in all professional staff in focusing on the whole-student; academic and social-emotional.

#### Culture

- **Belief:** All individuals are valued in an environment that ensures physical and emotional safety, security, and growth for all. The Woodhaven-Brownstown School District values student academic growth, and social-emotional well-being for all, within a diverse and inclusive learning environment.
- **Goal 1:** The Woodhaven-Brownstown School District will create an environment that provides physical safety, while encouraging emotional safety and growth, for all.
  - **Objective 1:** All buildings will develop meaningful and impactful social justice committees composed of teachers, students, staff, parents, and community members. Committees will create initiatives and activities that will develop a common language and set of expectations and outcomes for a more inclusive environment, district-wide.
  - **Objective 2:** Building teams will work closely with administration, counselors, and teachers to ensure methods to help develop a needs-based physical and social-emotional health program.
  - **Objective 3:** Reflect the value and worth of each member of our school community and place an emphasis on staff specific methods for collaboration and self-care.
- **Goal 2:** Create a culture where the expectation of excellence is modeled through the lens of growth mindset, self-worth, and empathy.
  - **Objective 1:** District leadership models expectations of excellence and a growth mindset.
  - **Objective 2:** Faculty provided with meaningful, specific, and actionable feedback to ensure ongoing and continuous improvement and growth.
  - **Objective 3:** Student improvement and growth related to social-emotional health and ownership in their learning and improvement.

## **Human Resources**

**Belief:** The Woodhaven-Brownstown School District attracts, retains, and develops the highest quality workforce in support of all students.

**Goal 1:** The WBSD will utilize an employee recruitment process to attract a high quality and diverse workforce.

**Objective 1:** Develop an employee recruitment program

**Objective 2:** Continue to implement strategies to recruit a diverse workforce

**Goal 2:** The WBSD will develop a comprehensive employee engagement program that values employees.

**Objective 1:** Consistently implement an employee onboarding process that is inclusive of all WBSD hires.

**Objective 2:** Ensure access to a variety of programs that support the needs of all employees.

**Goal 3:** The WBSD will grow and develop a culturally responsive workforce.

**Objective 1:** Provide access to high quality and relevant professional learning for all staff.

**Objective 2:** Provide all new hires with a comprehensive mentoring program.

## **Facilities & Operations**

**Belief:** The Woodhaven-Brownstown School District develops, enhances, and maintains state-of-the-art facilities that are safe, secure, and accessible to all.

**Goal 1:** The facilities of the WBSD shall be exceptionally maintained, sufficient to meet the evolving needs of our students, staff, and community, and done so in a fiscally responsible manner.

**Objective 1:** Maintain high-quality facilities at all locations within the organization.

**Objective 2:** Provide adequate space to meet enrollment needs while allowing for flexibility for projected needs.

**Objective 3:** Demonstrate excellent stewardship of public resources through responsible budgeting, the use of all available resources, and doing so with trust and transparency.

**Goal 2:** Innovative technology, in support of learning and achievement, will be accessible to all students and staff throughout the WBSD learning community.

**Objective 1:** Provide and maintain leading-edge technology for all.

**Objective 2:** Develop spaces to meet student needs and provide professional learning on integrating technology to optimize performance in the classroom and beyond.

**Goal 3:** Buildings and programs of the WBSD will be accessible, safe, and secure to all members of the WBSD community.

**Objective 1:** Ensure physical buildings and programs within the WBSD will be accessible to all.

**Objective 2:** Safety and security within the WBSD will be continuously evaluated and updated based on best practices and in collaboration with local police and fire departments.

#### **AMENDMENTS & MASTER AGREEMENT PROVISION**

This employee handbook is intended as a general reference guide to procedures within the Woodhaven-Brownstown School District and the rules and practices governing your employment with the District. This employee handbook supersedes any and all conflicting prior practices and policies of the District, oral or written, and rescinds conflicting prior policies, procedures, handbooks, or general District rules previously in effect. However, this employee handbook is subordinate to any Collective Bargaining Agreement which covers you and the provisions of any such Collective Bargaining Agreement shall prevail in the event of conflict with this handbook.

Any and all statements and policies contained in this employee handbook are subject to unilateral change, in whole or in part, by the District at any time. The District 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 in its sole discretion without having to give cause, justification or consideration to any employee. Recognition of these rights and prerogatives of the District is a term and condition of employment and of continued employment.

## **BENEFITS**

#### **COBRA**

Consolidated Omnibus Budget Reconciliation Act (COBRA) is the continuation of health, dental or vision coverage, available for a limited time, to covered employees, their spouses and dependent children (all of whom are referred to as "qualified beneficiaries") whose coverage would end upon the occurrence of any of the following "qualifying events":

- An approved unpaid leave of absence;
- The death of the covered employee;
- Termination (other than by reason of gross misconduct) or reduction of hours of the covered employee's employment;
- Divorce or legal separation of the covered employee;
- A dependent child ceasing to be a dependent child under the generally applicable provisions of the plan;

You and your dependent(s) must pay the required contribution for the continued coverage. Additional information regarding COBRA can be obtained from the Benefits Specialist in the Business Office at ext. 1058.

#### **HOLIDAYS**

The District observes the following listed holidays. When a holiday falls on a Saturday, it will generally be observed on the preceding Friday. When a holiday falls on a Sunday, it will generally be observed on the following Monday. The following days are recognized as holidays for full-time staff:

Independence Day

Labor Day

Half-day the Wednesday before Thanksgiving

Thanksgiving Day

Day after Thanksgiving

Christmas Eve (December 24)

Christmas Day (December 25)

All days between Christmas and New Year's Day

New Year's Eve (December 31)

New Year's Day (January 1)

Mid-Winter Break

Good Friday

Easter Monday

Half-Day the Friday before Memorial Day

Memorial Day

Individual collective bargaining agreements dictate specific holidays per union group.

#### **INSURANCE**

The Woodhaven-Brownstown School District provides insurance to each eligible employee per the provisions of the respective bargaining agreement or contract. The nature, amount, extent, commencement, duration, and terms of benefits and coverage shall be as provided in the insurance policies, rules and regulations of the insurance carrier.

If you have health insurance through another source, you may qualify for a cash payment in lieu of health benefits based upon your Collective Bargaining Agreement. However, you must provide proof of insurance and enroll in Dental and Vision coverage.

#### **Dental Insurance**

Dental care coverage is provided for eligible employees as indicated in the employee contract agreement and/or as explained on the Benefit-at-a-Glance form located on the District website under Human Resources tab. Any questions regarding dental insurance should be directed to the Benefits Specialist in the Business Office at ext. 1058 or visit <a href="www.messa.org">www.messa.org</a> (MEA affiliated) or <a href="https://www.guardianlife.com/dental-insurance">https://www.guardianlife.com/dental-insurance</a> (non-affiliated groups).

#### Health Insurance

Health insurance coverage is provided by the District for eligible employees as indicated in the employee contract agreement and/or as explained on the Blue Cross Blue Shield of Michigan Benefit-at-a-Glance form located on the District website under Human Resources tab. Insurance questions should be directed to the Benefits Specialist in the Business Office at ext. 1058 or <a href="https://www.bcbsm.com/importantinfo">www.messa.org</a> (MEA affiliated) or <a href="https://www.bcbsm.com/importantinfo">https://www.bcbsm.com/importantinfo</a> (non-affiliated groups).

#### Eligibility

Coverage begins the 1st day of the month following your date of hire, (unless directed in appropriate CBA). An employee will not be provided with insurance coverage unless they are eligible for the coverage and have been enrolled for coverage by the insurance carrier.

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 eligible for extension of benefits under COBRA need to contact the Benefits Specialist in the Business Office at ext. 1058.

## Health Insurance Opt Out

Employees eligible for health insurance, but who are covered under another plan, are offered a cash incentive in lieu of health coverage based upon the conditions of their Collective Bargaining Agreement and or Employee Contract Agreement. Employees selecting this option must complete a New Employee Benefits/ORS/Information form (form located in Frontline-Central) to provide information regarding existing medical coverage and must still opt into Dental and Vision coverage.

#### Life Insurance

Group term life insurance coverage is provided by the District for eligible employees as indicated in the employee contract agreement.

## Long-Term Disability (per your Collective Bargaining Agreement)

Long-term disability coverage is provided by the District for certain eligible employees as indicated in the employee contract. Benefits are based on a percentage of the employee's contractual salary. Payments begin after the waiting period after the onset of disability. Refer to the LTD Benefit-at-a-Glance form located on the District website under Payroll/Benefit forms.

#### **Open Enrollment**

Open Enrollment is a designated period of time set aside each year to give employees the opportunity to verify their health coverage, make changes to their health coverage, or elect new benefits. Changes and elections made during Open Enrollment become effective on January 1 of the following year.

#### Vision Insurance

Vision coverage is provided for eligible employees as indicated in the employee contract agreement. Benefit-at-a-Glance form located on the District website under Payroll/Benefit forms. Any questions regarding vision insurance should be directed to the Benefits Specialist in the Business Office at ext. 1058 or visit <a href="www.messa.org">www.messa.org</a> (MEA affiliated) or <a href="https://evemed.com/en-us">https://evemed.com/en-us</a> (non-affiliated groups).

## **Optional Insurance**

Optional insurance such as group term life insurance, accidental death and dismemberment (AD&D) insurance, spouse and dependent life insurance, short-term disability, and increased long-term disability are available to eligible employees to purchase through payroll deduction.

#### Flexible Spending Account (FSA)

The Internal Revenue Service (IRS) has approved the use of Section 125 Flexible Spending Accounts for payment of allowed expenses using pre-tax dollars. Eligible staff members can contribute to, and benefit from, a Section 125 Flexible Spending Account. Participation in this program is voluntary on the part of staff members. Enrollment is on an annual basis during the open enrollment period. Employees may enroll in the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account.

## SICK/PERSONAL TIME (per your Collective Bargaining Agreement)

Employees must request Personal and Sick leave through Frontline-Absence Management. Approval for Personal leave must be submitted to their supervisor at least three (3) days in advance of leave and will be processed by the employee's supervisor and are deducted from the employee's leave bank. Personal Business absences shall be granted for personal or private business, including the observance of religious holidays. Personal and Sick days may not be used for vacation or to extend a holiday. The number of Personal leave days allowed per school year is determined by the employee contract agreement.

Available leave days are granted to employees as indicated in the individual contract, collective bargaining agreement, or conditions of employment. Accumulated leave days are posted on pay stubs; however, attendance is generally 7-10 days behind the date of the absence. For an up to date accounting of your available days you may view absence banks through Frontline-Absence Management.

All unused sick/personal days shall rollover annually and will be added to the yearly allowance at the beginning of each school year.

If the employee leaves employment with the District prior to the end of the school year, sick/personal days will be prorated. If the employee has used more than the prorated amount, the employee will be required to reimburse the District.

## VACATION DAYS (per your Collective Bargaining Agreement)

Vacation days are available to eligible 52-week employees. Vacation days must be submitted and approved at least three (3) days in advance of leave. Vacation days available to the employee are listed on the employee pay stub; Accumulated leave days are posted on pay stubs; however, attendance is generally 7-10 days behind the date of the absence. For an up to date accounting of your available days you may view available bank through Frontline-Absence Management.

#### WORK INJURIES/WORKERS COMPENSATION

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

- 1. Immediately report the injury/illness to the supervisor. If the supervisor is not available, the injury/accident should be reported to another supervisor or to the Human Resource Department.
- 2. An Injury and Illness Incident (MIOSHA Form 301) is to be completed in its entirety and requires the employee's signature in their own handwriting and the supervisor's signature. Following completion, the form is to be submitted to the Human Resources Department within five (5) working days following the injury/illness.
- 3. If there is a medical emergency, call 911 and go immediately to the emergency room.
- 4. If non-emergency medical treatment is needed, authorization for treatment must be obtained from the Human Resources Department. You must then report to the authorized District medical clinic.

Concentra Urgent Care 19200 West Road Woodhaven, MI 48183 734-287-3415

5. If the employee is treated at the medical clinic for an injury or illness, a "fitness for duty" authorization signed by the attending physician must be given to the supervisor and faxed to Human Resources at 734-362-7127 upon returning to work

The initial treatment and follow-up exams must be obtained at the authorized District medical clinic for the first ten (10) calendar days following the injury/accident. If, during the first ten (10) calendar days, treatment is obtained from a health care provider other than the authorized medical clinic, the employee may be responsible for any charges incurred.

## LIFE EVENTS

#### **BEREAVEMENT**

Due to a death in an employee's (or spouse's) immediate family, the employee shall be granted up to five (5) days with pay (not chargeable to any leave otherwise granted) at any one time. The term "immediate family" as used in this section shall mean spouse, parents, grandparents, grandchildren, children, brothers, or sisters, including step and foster.

Upon application and approval of the superintendent, or designee, one (1) day, per occurrence may be granted for nieces, nephews, uncles, and aunts; up to five (5) days per school year.

#### CHILD CARE LEAVE OF ABSENCE

The District may grant an unpaid childcare leave of absence according to the conditions of the contract agreement, upon written request of the leave time requested, and approval of the Board of Education based on the recommendation of the administration. Benefits are available through COBRA, unless otherwise stated in the specific collective bargaining agreement.

#### FAMILY AND MEDICAL LEAVE ACT

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

The birth and care of the newborn child of the employee;
For placement with the employee of a son or daughter for adoption or foster care;
To care for the employee's spouse, child or parent with a serious health condition; or
To take medical leave when the employee is unable to work because of a serious health condition.

The employee must complete all required paperwork, including medical certification, and submit it to the Human Resource Office. The Human Resource Office is available to assist employees with this process by appointment.

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

#### JURY DUTY

If an employee is called to serve on jury duty, they must enter the absence in Frontline-Absence Management. The day is not charged against any leave balances the employee may have. The employee must write a check to the District for any payment received for completing jury duty, minus mileage. The checks can be submitted to the Administrative Assistant for the Director of Finance. Questions regarding jury duty should be directed to the Finance Office at ext. 1008.

#### **NAME CHANGE**

To change your name with the District, you must first change your name with the Social Security Administration. You may visit the nearest Security Office or call the Social Security Hotline at 800-772-1213. When you receive your new social security card, complete the name change form in Frontline-Central, your record will then be changed. Teachers will also need to submit a request for "Duplicate Certificate" to the Michigan Department of Education. Contact the Benefits Specialist at ext. 1058 if there are any changes in name, beneficiaries, dependents, or address.

#### MEDICAL/DISABILITY LEAVE OF ABSENCE

A medical or disability leave of absence needs to be requested by submitting the Request for Leave for in Frontline-Central. Once received, the HR Office will schedule an appointment with the employee to go over necessary documentation, which may include FMLA forms, Doctors Note, ADA request, or other.

Upon return from a medical/disability leave, employees will be required to furnish a medical release from their health care provider, acceptable to the District, attesting that they are able to perform the essential functions of their job without posing a threat to the safety and welfare of themselves or others. The medical release must be provided before the employee returns to work on the scheduled day; otherwise, employment is subject to discipline.

#### MILITARY LEAVE OF ABSENCE

Employees who are called into military service will be granted time off to satisfy these obligations consistent with applicable law. Employees who require a military leave should inform their supervisor and the superintendent as soon as orders are received. A copy of the orders should be forwarded to the Human Resource Director.

### **RETIREMENT—MPSERS**

An employee who has made the decision to retire from the District is requested to submit a letter of resignation to the superintendent at least 90 calendar days prior to their official retirement date. Application through MPSERS should also be made at least 90 calendar days in advance.

Questions regarding retirement benefits need to be directed to the Michigan Public School Employees Retirement system (MPSERS) Office of Retirement Services. Most questions regarding your retirement may be answered by calling the Fast Facts at 800-353-6932. More information can be obtained by going to the Office of Retirement Services website at www.mi.gov/ors.

Click on School Employees Retirement System, then on Retirement Services. To get an estimate of pension benefits click on Benefit Estimator. The information you need for an estimate are:

- a) enrolled in a MPSERS plan,
- b) member's date of birth,
- c) beneficiary's date of birth,
- d) retirement effective date,
- e) final average compensation, and
- f) total years of service credit

## PAYROLL/SALARY INFORMATION

#### **DIRECT DEPOSIT**

All employees are expected to participate in direct deposit. Employees may use up to three separate bank accounts. An employee may deposit their entire net pay into a savings or checking account at a financial institution of their choice that participates in electronic fund transfer. Direct Deposit forms can be found in Frontline Central, My Forms, Forms I Can Start.

## **GARNISHMENTS**

The District must comply with all writs of garnishment it receives. The employee will be notified at the time garnishments are made.

#### DEPENDENT CARE REIMBURSEMENT ACCOUNT (DCA)

The District offers dependent care reimbursement account for staff. Employees that believe they are eligible or would benefit from the DCA should contact the District Benefits Coordinator for more details. The DCA plan year runs on a calendar year.

#### **OVERTIME AND COMPENSATORY TIME**

Overtime pay and compensatory time will be administered in accordance with the Fair Labor Standards Act and any applicable bargaining agreement. Overtime and authorization for compensatory time must be pre-approved by your immediate supervisor in advance of the work being performed. If circumstances do not permit pre-authorization, the supervisor shall be notified the next workday.

From time to time, you may be asked to work longer than your scheduled shift. Your supervisor will give you as much advance notice as possible when extra work is required. You should not begin working before your normal starting time, work through your lunch period or other unpaid breaks, or continue working after your scheduled end time without first getting your supervisor's approval.

Hourly and nonexempt employees working more than forty-hours per week will receive overtime pay (1 1/2 times straight pay or according to the employee's Master Agreement): Only hours actually worked are counted in determining if you are entitled to overtime pay.

Exempt employees will not receive overtime pay when working more than forty-hours in a work week.

Refer to your Collective Bargaining Agreement or contract for additional information.

## PAYROLL SCHEDULE

There are a total of twenty-four pay dates, the 10th and 25th of every month. Adjustments to the payroll schedule may be made, provided notice is given to employees and that the change does not violate the provisions of a collective bargaining agreement. *All employees are required to use Direct Deposit.* Payroll questions need to be directed to the Payroll Specialist.

## TAX SHELTERED ANNUITIES (TSA)

Employees may make a payroll deposit to a 403(b) or 457 Plan tax-sheltered annuity carrier

approved by the District. The employee is responsible to contact and make all the arrangements with the agent and submit their request to the District's TPA for approval. Forms and a list of District approved carriers are available on our website or from the Payroll Specialist.

Refer to the vendor list available on the Payroll/Benefit forms webpage. Please note—that the District uses a third party administrator TSA to conduct business with an employee on behalf of the District.

## POLICIES AND PROCEDURES

#### ALCOHOL AND DRUG-FREE WORKPLACE

Per Board Policy 4000.03, the Board maintains a workplace free of alcohol and illegal drugs, as well as prescription drugs for which the employee does not have a current, valid prescription. An employee or volunteer who is found to have unlawfully manufactured, distributed, dispensed, possessed, or used alcohol or any drug in the workplace shall be disciplined, up to and including discharge from employment. Similarly, an employee or volunteer who is found to have been present in the workplace while under the influence of illegal drugs, prescription drugs for which the employee does not have a current, valid prescription, or alcohol will be subject to discipline, up to and including discharge from employment.

Notwithstanding state permissibility, the use and possession of marijuana and marijuana-induced intoxication are prohibited on school grounds.

## AMERICAN WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act prohibits discrimination against individuals with disabilities. The District complies with the Americans with Disabilities Act and all other applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The District provides reasonable accommodations for such individuals in accordance with these laws.

Qualified individuals with disabilities may make requests for reasonable accommodation to the District EEO Officer (the Director of Human Resources) at 734-789-2351. Upon receipt in writing and within ten (10) business days of receipt of request for an accommodation, the EEO Officer will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodations that the District may make to help overcome those limitations

#### ATTENDANCE/TARDINESS

You are required to report to work on time and be prepared to start work at your regularly scheduled starting time. You are also required to remain at work through the end of your schedule except for regularly scheduled breaks or authorized leaves. It is important that when you find it necessary to be absent, you enter it in the Frontline-Absence Management system. The system has a cutoff one-hour prior to the building scheduled start time. If an employee needs to report an absence after this time, they should contact (phone or email) their building administrator or secretary.

Employees requiring a guest substitute need to report their absence as early as possible for the District to schedule the best possible substitute to fill your position. Scheduled absences such as in-services and personal business days need to be reported immediately upon approval to ensure your position is filled. Many guest employees also work for surrounding districts and their availability may be limited.

If an emergency arises and you will be absent or tardy, you need to contact your supervisor immediately. Whenever possible, you must also inform your supervisor of when you will arrive or return to work. Except for extenuating circumstances, you must enter absences in the Frontline Absence Management system, prior to the absence.

Excessive absenteeism, whether excused or not, is not acceptable. Each situation of excessive absenteeism or tardiness will be evaluated on a case by case basis. If you fail to report to work without any notification to your supervisor for a period of three (3) consecutive workdays or more, this shall constitute job abandonment and voluntary termination of your employment with the District, unless there is significant reason to believe contacting your employer was not possible.

#### **ABSENCE WITHOUT PAY**

Any absence taken without available leave time may result in disciplinary action, up to and including discharge.

#### **BOARD POLICY MANUAL**

A Board Policy Manual is available online at mywbsd.org under 'Our District' and 'Bylaws and Policies.' All questions regarding Board Policies should be directed to the superintendent at 734-783-3300.

#### CHILD NEGLECT OR ABUSE

District employees are reminded of their obligation, by law and/or District policy, to report suspected child abuse or neglect to the appropriate authority. Pursuant to MCL 722.623, child abuse must be reported to the Department of Human Services (DHS) where the suspected perpetrator is the parent(s)/guardian(s), or any other person responsible for the child's health or welfare or by a teacher, a teacher's aide, or a member of the clergy. Any school administrator, school counselor, or teacher of the District who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect will immediately report, or cause a report to be made, to the Department of Human Services.

Every employee, regardless of position, who has reasonable cause to suspect child abuse or neglect is required to immediately report that suspicion to his or her supervisor or other District administrator. This policy is applicable regardless of whether the person suspected of abuse or neglect is another District employee. The District also expects and requires that you will report your suspicion immediately. Your failure to do so could compromise the subsequent investigation of any incident to the possible detriment of either a student or another employee. You are also required to immediately report any suspected abuse or neglect to the building administrator who oversees the program of instruction for the student.

School employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to determine or prove that the child has been abused or neglected.

When any report of child abuse is made, the superintendent's Office shall be notified and a copy of the report sent to the superintendent.

## COMMUNICABLE DISEASES—STAFF AND STUDENTS

In order to minimize the spread of contagious diseases among students and staff, the District will cooperate fully with the Wayne County Health Department to enforce adherence of the Michigan Health Code for the prevention, control, and containment of communicable diseases.

A decision to close schools due to communicable disease outbreaks shall be made by the superintendent, or designee, in consultation with the Wayne County Health Department.

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the District's policies. See Board Policy 8000.05 for more information.

## **COMPLAINT RESOLUTION PROCEDURE (STAFF COMPLAINTS)**

The Board recognizes the need to provide for the orderly resolution of disagreements or complaints arising out of alleged misapplication of a Board policy. Such disagreements or complaints should be resolved at the lowest possible administrative level. The superintendent shall assure the procedures may be utilized without fear of reprisal.

The procedure established for resolution of grievances in the master contracts negotiated with recognized employee organizations shall apply only to grievances as defined by the particular agreement.

This policy covers any item not covered by a negotiated master contract or subject to negotiations under the Public Employee Relations Act and does not apply to any complaints based upon alleged discriminatory practices.

Complaints by staff members concerning Board policies relating to employment or their implementation shall be resolved by the following procedures:

- 1. The complaint or grievance shall be discussed informally with the employee's immediate supervisor within fourteen (14) calendar days in an attempt to resolve the problem;
- 2. If the problem is not solved at the informal session, the employee shall formally file the complaint in writing with their immediate supervisor who shall answer in writing within five school days;
- 3. If the employee is not satisfied with the proposed solution they shall, within five school days, file the complaint in writing with the Director of Human Resources. The Director of Human Resources shall investigate the problem and arrange to meet with the employee (and if deemed advisable, a joint meeting with the employee and immediate supervisor), in an attempt to bring about a satisfactory solution. The employee shall receive an answer in writing within ten (10) school days;
- 4. If the employee is not satisfied with the Director of HR's decision, they may request a meeting with the superintendent. The superintendent may schedule a meeting with the employee, but the superintendent may also deny the meeting, upholding the Director of Human Resources decision.

### STAFF CONDUCT

All staff members have the responsibility to become familiar with, and abide by, the laws of the State of Michigan as they affect their work, the policies of the Board, and the administrative regulations designed to implement them. All staff members shall be expected to carry out their assigned duties, support and enforce Board policies and administrative regulations, submit required reports, protect District property, oversee students, and contribute to the education and development of the District's students.

The superintendent and building Principals shall assume the major responsibility for interpreting this policy.

## Federal Compliance

All employees will be provided with an explanation of both their responsibilities and their rights under law in terms of the actions they may take to maintain order, discipline, and an appropriate educational environment. Training will be provided that defines approved actions, and informs employees that they may be liable for harm when they engage in criminal, grossly negligent or reckless conduct, or act with flagrant indifference to the rights and safety of another person who suffers harm as a result.

#### **CONFLICT OF INTEREST**

District employees are prohibited from engaging in activities which may be construed as a conflict of interest and detract from the effective performance of their duties. No employee shall attempt, during the school day or on school property, to see or endeavor to influence any student to buy any product, article, instrument, service or other such item, which would benefit said school employee directly or indirectly.

Any District employee shall report alleged violations of the conflict of interest policy to the Director of Human Resources. The Director of Human Resources shall make an initial investigation to determine whether Board policy 4000.05 has been violated.

#### COPYRIGHT—PRINTING AND DUPLICATING SERVICE

The Board shall make duplicating equipment available for administrative and instructional use to the extent that is economically feasible and practical according to the needs of the District.

The extent of production of instructional materials by clerical staff shall be determined by the building Principal, who shall develop guidelines for requesting such services.

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use."

#### **Employee Produced Material**

The Board has certain proprietary rights to publications, devices, and instructional materials produced by District employees during their regular and normal work days while in the employment of the District. All items prepared by District employees on District time, including data processing programs, shall become the property of the District. The Board may elect to copyright or patent such materials, devices or programs in the name of the District. All earnings or profits from such original materials, devices, or programs shall become assets of the District.

#### **CRISIS PLANNING**

The District has an established comprehensive <u>Emergency Operations Plan (EOP)</u>. Refer to the School Emergency Operations Plan available in the main office of each building for policies/procedures.

# DISTRICT PROPERTY—USE OF DISTRICT EQUIPMENT, SUPPLIES AND MATERIALS

Permission must be gained from the appropriate building Principal or immediate supervisor before any District equipment, supplies, or materials may be removed from school grounds.

The building Principal or immediate supervisor may authorize staff members to utilize District-owned equipment, supplies, and materials to develop software and associated documents outside of their work assignment, provided the development of the software is in the best interests of the District. Staff using District equipment, supplies, materials, and software shall be in compliance with all copyright laws. Staff members authorized to use District equipment assigned to them for use off school grounds (such as, but not limited to, laptop computers, cellular telephones, printers or the like) shall assume responsibility for said equipment. Unless specifically authorized otherwise, all such equipment issued to teachers or administrators shall be returned to the District at the end of their annual work year.

No employee shall be allowed or be authorized to borrow, remove, or utilize District equipment in connection with any outside employment. If equipment use is authorized, employees shall assume responsibility for equipment. Violations of this policy will result in disciplinary action up to and including discharge and/or the filing of criminal charges. Recognized bargaining units may use District equipment as provided for in the current negotiated master contract.

#### **DRESS CODE**

Each employee is a representative of their building/department and the District. All employees are expected to dress appropriately for work and be well groomed.

Staff dress and grooming must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency.

Some jobs may have additional restrictions for safety reasons. If a uniform is provided, the employee is expected to wear that uniform and to keep it in a clean, and presentable condition.

#### **EMERGENCY CLOSINGS**

As soon as the decision to close school is made, staff will be notified via a District robocall. The employee phone number provided to the HR Office via Frontline is the phone that will be called. Therefore it is important to keep personal contact information up to date. If an employee needs to change personal information, they can do so via forms found in Frontline-Central.

Employees are also encouraged to sign up for NIXLE by texting WBSD to 888777. NIXLE is for the entire school community, and not just employees.

If certain groups of employees are not to report, the superintendent shall include such information in the school-closing announcement. Pay for days schools are closed for emergency conditions shall be according to collective bargaining agreements with the association representing the given employee.

If it is necessary to dismiss school early, employees shall remain until their regular dismissal time unless authorized otherwise by the superintendent or by their individual Collective Bargaining Agreement.

The superintendent, in consultation with building administrators, may use their prerogative in scheduling activities on days schools are closed for emergency and the cancellation of extra-curricular activities already scheduled.

#### EMPLOYEE USE OF ELECTRONIC COMMUNICATIONS DEVICES

The Board recognizes that employees may carry electronic communications devices either District-issued or personally owned. Non-work related use of cellular telephones should be limited during instructional time, meetings, in-services, parent(s)/guardian(s) conferences, or any other time when there would be a reasonable expectation of quiet attentiveness.

#### DISTRICT-ISSUED COMMUNICATIONS DEVICES

The District may elect to issue certain communications devices to employees in order to increase the efficiency of District operations. Issuance and use of District equipment shall be subject to rules and regulations promulgated by the superintendent.

#### **EVALUATIONS**

The District is committed to the growth and development of its staff. Evaluations, conducted effectively, can be a means of stimulating greater performance by employees and encourage communication and understanding between the employee and supervisor. Your evaluation should let you know what you do well, areas where improvement is needed and should help you to set goals for your future performance.

Any evaluation procedures found in the negotiated agreement shall be followed in the development, maintenance, or change of the District's evaluation policy, rules, regulations, or procedures. The evaluation instrument negotiated and adopted by the Board governing evaluation of the staff is maintained in specific collectively bargained agreements, or is available in the Human Resource Office.

After your evaluation has been conducted, you will review the results with your supervisor, who will then ask you to sign the evaluation and acknowledge that it has been discussed with you and that you have had an opportunity to review it. All evaluations are placed in the employee's electronic personnel file.

The evaluation instrument shall be available to the superintendent, evaluating administrator, or supervisor under whose direct supervision the employee will work and others authorized by law.

#### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Parents of students or eligible students, who have attained the age of eighteen, have rights under the Family Educational Rights and Privacy Act of 1974, (i.e., FERPA). In view of this, and to ensure compliance with FERPA, the following is expected of all employees: NEVER discuss individual students with others unless the person is a school official with a legitimate educational interest. A school official has a legitimate educational interest if the official has direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District, or if the record is necessary in order for the school official to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family.

#### **HARASSMENT**

Harassment is unlawful under both Michigan and federal law and is contrary to the commitment of the District to provide a safe and effective learning and work environment. The District (Board Policy 8000.07) will not tolerate any harassment of students, employees, Board members, volunteers, contractors, or applicants for employment based on any legally protected characteristic, including race, color, national origin, religion, sex (including sexual orientation and gender identity), marital status, genetic information, disability, or age, or any other basis prohibited by law.

Harassment is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a staff member's ability to perform their job. The policy is not limited to just the legal categories and includes any improper harassment that would negatively impact a staff member. This would include such activities as stalking and unwelcomed taunting, teasing or intimidation.

Any staff member who believes this policy has been violated should notify their supervisor immediately, and prompt action will be taken to ensure the individual's safety and well-being. Staff members who believe that the supervisor has not or cannot adequately address this problem are encouraged to speak with the Title IX Coordinator/Director of Human Resources or superintendent.

#### **IDENTIFICATION BADGES**

All employees will be issued and are required to wear an employee identification badge while in non-classroom settings. If an employee forgets their identification when visiting another building, then they will be required to sign in with the Raptor Visitor Management system. Badges are issued when hired or at the District's discretion. New employees are issued an ID badge when employee background results have been received and required new hire paperwork is complete. The HR Department will work with the employee and technology department to schedule an appointment to receive ID and access card. Identification badges are not to be loaned or shared for any reason.

#### JOB DESCRIPTIONS

Job descriptions have been developed for instructional, secretarial, custodial, paraprofessional, maintenance, food service, and administrator positions. The employee is expected to be able to perform the essential functions of the job/position.

#### **KEYS**

You may be provided with keys to your work area and/or the building. Keys are never to be loaned to another employee or a student. Keys are never to be reproduced. Keys must be surrendered upon termination of employment.

#### LIABILITY AND RISK MANAGEMENT

Any information about a potential or actual lawsuit against the District or its employees must be directed to the superintendent at (734) 789-3300.

#### MILEAGE REIMBURSEMENT

If you are required to drive your own vehicle while performing your job, you are eligible to be

reimbursed at the prevailing Internal Revenue Service maximum mileage reimbursement rate. You must complete, sign, and submit your mileage forms, (along with a google map for out of District travel) to your immediate supervisor for approval before reimbursement will be provided. The Director of Finance will ultimately approve all mileage reimbursement requests.

#### **NON-DISCRIMINATION**

In accordance with <u>Section 504 of the Rehabilitation Act of 1973</u> (Section 504), and <u>Title II of the Americans with Disabilities Act</u> (ADA), the District will ensure that no otherwise qualified individual with a disability shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. The District does not discriminate in admission or access to, participation in, or treatment of students with disabilities in its programs and activities. Similarly, the District does not discriminate against any job applicant or employee with a disability in any term or condition of employment or in the recruitment process.

## **DISTRICT COMPLIANCE OFFICERS (CO's)**

Director of Special Services - Matt Salah 24821 Hall Road Woodhaven. MI 48183 734-783-3322

Director of Human Resources - Greg T. Roberts 24821 Hall Road Woodhaven. MI 48183 734-783-2351

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is available upon request from the CO.

## Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level official who receives such a report shall file it with the CO within two (2) days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or received reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the Complainant within two (2) business days to advise of the Board's intent to investigate the alleged wrongdoing.

## **Informal Complaint Procedure (Non Title IX)**

The informal complaint resolution procedure is a less formal option for a Complainant who believes they were subjected to discrimination or harassment. Resorting to the informal procedure is not required before filing a formal complaint. Moreover, at any time during the informal complaint resolution procedure, Complainant may request that the matter be moved to the formal complaint process. The informal complaint resolution procedure will not be used for complaints alleging sexual violence.

**Step 1.** The Complainant may make an informal complaint, orally or in writing, to: the building administrator of the building to which the employee is assigned; the superintendent or other central-office administrator; or the Compliance Officer.

If not made to the Compliance Officer, all informal complaints must be reported to the Compliance Officer within two (2) days. The Compliance Officer will facilitate an informal resolution, as described below, or appoint another individual to facilitate an informal resolution.

Step 2. Depending upon the facts, circumstances, and wishes of the Complainant, informal

resolution may involve, but not be limited to, one or more of the following:

- Advising Complainant how to effectively communicate the unwelcome nature of the behavior to Respondent.
- Distributing a copy of the anti-discrimination and anti-harassment policy and this Administrative Regulation to Respondent and other individuals.
- If both parties agree, the Compliance Officer and Title IX Coordinator may arrange and facilitate a meeting between the Complainant and the Respondent to work out a mutual resolution. However, such a meeting will not be held where sexual violence has been alleged.
- **Step 3.** The Compliance Officer will endeavor to complete the informal complaint resolution procedure within ten (10) days of receiving the informal complaint. If Complainant is dissatisfied with the informal complaint resolution process at any point prior to agreeing to a mutual resolution, the Complainant may file a formal complaint.

## Formal Complaint Procedure (Non-Title IX)

**Step 1.** The Complainant may file a formal complaint with: the building administrator of the building to which they are assigned; the superintendent or other central-office administrator; or the Compliance Officer. If not filed directly to the Compliance Officer, the person with whom a complaint is filed must report it to the Compliance Officer within two (2) days.

All formal complaints must include the following information to the extent it is available:

- Complainant's name and, if different, the name of the person reporting the allegation;
- The allegation, including a description of relevant incident(s), date(s) and time(s) (if known);
- The name(s) of all persons alleged to have committed discrimination or harassment, if known, or a description/identifying information if the name is not known; and,
- The name(s) or description/identifying information of all known witnesses.

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

**Step 2.** Typically, within two (2) days of receiving the formal complaint, the Compliance Officer or designee (the Investigator), will initiate a formal investigation to determine whether Complainant has been subjected to discrimination or harassment.

NOTE: Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken during the investigation to protect Complainant and Respondent from discrimination or harassment, including, but not limited to, a change of work assignment or schedule for Complainant or Respondent. In making such a

determination, the Investigator will consult the parties to assess their reaction to the proposed action. If the Complainant or Respondent are unwilling to consent to the proposed change, the Compliance Officer may nevertheless, after consulting with the superintendent, take whatever actions deemed appropriate for the protection of Complainant, Respondent, and the integrity of the investigation.

The Investigator will inform the Respondent that a complaint has been received. Respondents will be informed of the nature of the allegations and be provided with a copy of the Board's anti-discrimination and anti harassment policy. Respondents will also be informed of the opportunity to submit a written response to the complaint within five (5) days. Throughout the course of the process, the Compliance Officer or Investigator will keep the parties informed of the status of the investigation and the decision-making process.

Although certain cases may require additional time, the Investigator will endeavor to complete the investigation within thirty (30) days of receiving the formal complaint. The investigation will include:

- Interviews with Complainant and Respondent;
- Obtaining and reviewing any written statements of Complainant, Respondent, and any other witnesses;
- Interviews with any other witnesses;
- Relevant documents and other information presented by the Complainant, Respondent, or any other witnesses.

**Step 3.** At the conclusion of the investigation, the Compliance Officer and/or Investigator will prepare and deliver a written report to the superintendent that summarizes the evidence gathered during the investigation and, if applicable, the date any incident was reported to the police. The report will provide recommendations, including whether the complaint should be substantiated based on a preponderance of the evidence ("more likely than not") standard. The recommendations should consider the totality of the circumstances. Disciplinary recommendations, if appropriate, should be reasonably calculated to prevent recurrence of illegal discrimination or harassment. Disciplinary recommendations may range from: counseling to discharge, in the case of an employee; and censure to a complaint to the Governor, in the case of a Board member. The report will be provided to the superintendent within sixty (60) days after the formal complaint was made, unless there is good reason for the process to take longer.

Step 4. Absent extenuating circumstances, within ten (10) days of receiving the report, the superintendent will either issue a final written decision regarding whether the complaint has been substantiated or request further investigation. A copy of the superintendent's final written decision will be delivered to both parties.

If the superintendent requests additional investigation, the superintendent must specify the additional information that is to be gathered, and absent extenuating circumstances, such additional investigation must be completed within ten (10) days. At the conclusion of the additional investigation, the superintendent will issue a final written decision as described above.

#### SEXUAL HARASSMENT UNDER TITLE IX

Sexual Harassment means, with respect to the School District's programs and services:

- Conditioning an aid, benefit, or service on Complainant's participation in unwelcome sexual conduct;
- Unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies Complainant equal access to the School District's programs or activities; or,
- "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).

## **Duty to Respond to Known or Reported Sexual Harassment**

The School District has a duty to respond to allegations of sexual harassment any time a School District employee has notice of sexual harassment or receives a report of alleged sexual harassment. All School District employees are required to promptly report all incidents and/or allegations of sexual harassment to the Title IX Coordinator.

Absent extenuating circumstances, within two (2) days, the Title IX Coordinator will contact Complainant (and/or Complainant's parent/guardian(s), as appropriate) to discuss how to resolve their concerns, including the option and process for filing a formal complaint. If, as an initial matter, it is clear that the reported sexual harassment is not covered by Title IX because (1) the allegations, even if true, do not rise to the level of sexual harassment; (2) the alleged sexual harassment occurred outside of the School District's program or activities; or (3) the alleged sexual harassment occurred outside of the United States, the Title IX Coordinator will explain how that could impact disposition of a formal complaint as well as how other School District policies, administrative guidelines or codes of conduct may apply.

#### **Supportive Measures**

The Title IX Coordinator, upon receiving a report of sexual harassment, will promptly contact Complainant to offer supportive measures, regardless of whether a formal complaint is filed. Supportive measures are non-punitive individualized services, at no cost to Complainant, intended to restore or preserve Complainant's access to the School District's programs and activities without unreasonably burdening Respondent. Supportive measures may include, but are not limited to: no-contact orders, counseling, course modifications, schedule changes, transfers, or increased security and monitoring. The Title IX Coordinator will take into account Complainant's wishes before implementing supportive measures. The Title IX Coordinator will also consider whether supportive measures are necessary and appropriate to preserve Respondent's access to the School District's programs and activities without unreasonably burdening Complainant. The Title IX Coordinator will also take into account Respondent's wishes before implementing supportive measures.

Action to remove Respondent from the School District prior to a final decision is not a supportive measure. However, the Title IX Coordinator may, after an individualized risk assessment of Respondent takes place, temporarily remove Respondent from the School District if Respondent poses an immediate threat to the physical health or safety of Complainant or any other person. In such cases, upon removal, the Title IX Coordinator will provide Respondent with notice and an opportunity to challenge the temporary removal at the earliest possible date.

The Title IX Coordinator may, after consulting with the School District's chief human resources officer, place a Respondent-employee on temporary administrative leave. A temporary removal or administrative leave will end when a final decision is reached.

## Investigation

The Title IX Coordinator or designee (the Investigator) will investigate a formal complaint. The burden of undertaking and completing the investigation rests on the School District. The Investigator will presume Respondent is not responsible unless a final decision against Respondent is reached. The Investigator will not require, seek, or rely on privileged information without consent of the privilege-holder.

Within five (5) days after the Investigator provides Respondent with notice of the formal complaint, Respondent may file a written response. The Investigator will provide a copy of any written response to the Complainant. Regardless of whether Respondent files a written response, the Investigator will undertake an investigation that will include, but not be limited to:

- interviewing Complainant and Respondent, unless they refuse to be interviewed or fail to timely respond to the Investigator's interview request;
- interviewing relevant witnesses and other potentially relevant witnesses who Complainant or Respondent request, unless the witness refuses to be interviewed or fails to timely respond to the Investigator's interview request;
- obtaining, to the extent they are available, all relevant documents, data, and other items identified by Claimant, Respondent, and witnesses;
- preparing an investigative report that fairly summarizes the interviews and relevant evidence; and,
- providing the investigative report to the parties simultaneously.

Neither Complainant nor Respondent are required to participate in the investigation process, including interviews. The Investigator will not draw any negative inferences based solely on a Complainant's or Respondent's lack of participation, but participation is encouraged so that the Investigator has the benefit of hearing the perspective of all parties. The School District will not interfere with the parties' ability to discuss the allegations or gather and present evidence, except to the extent a no-contact or similar order has been issued by the Title IX Coordinator.

Prior to finalizing the investigative report, the Title IX Coordinator or Investigator will send each party and their advisor(s) a copy of all of the evidence directly related to the allegations of sexual harassment in the formal complaint. The parties will have up to ten (10) days to review the evidence and submit a written response, which the Investigator will consider prior to completing the investigation report. Absent good cause, the investigation report will be completed with sixty (60) days.

The Title IX Coordinator will, upon completing or receiving the Investigator's Report, simultaneously send a copy to Complainant, Respondent and their advisors, if any. The Title IX Coordinator will also notify the parties of their right, within ten (10) days, to: submit relevant written questions to parties and witnesses, receive answers, and submit limited follow-up questions; and file a written response to the Investigator's Report. Any questions or evidence about Complainant's sexual predisposition or prior sexual behavior are not relevant, unless they are offered to prove that someone other than Respondent committed the conduct alleged by

Complainant; or they concern specific incidents of Complainant's prior sexual behavior with respect to Respondent and are offered to prove consent. If the Investigator declines to submit a question, s/he will provide a written explanation to the party who posed it.

#### Decision

The Title IX Coordinator will appoint a Decision-Maker, who is not the Title IX Coordinator or Investigator. The Decision-Maker will objectively review the investigation report and relevant evidence gathered through the investigation process. Credibility determinations, if any, will not be based on an individual's status as Complainant, Respondent, or witness. The Decision-Maker will not hold Respondent responsible unless a preponderance of the evidence establishes Respondent sexually harassed Complainant. Absent extenuating circumstances, the Decision-Maker will issue a decision within ten (10) days of receiving the investigation report and evidence and will provide the decision to Complainant and Respondent simultaneously. The decision will include: Complainant's allegations; procedural steps taken with respect to the allegations; findings of fact; the application of the applicable anti-harassment policy; and a statement of all rationale for the result as to each allegation, including determinations of responsibility, disciplinary sanctions, whether Complainant will be provided remedies to restore or preserve equal access to the School District's education programs and activities, and the procedure and bases for appeal. Upon a finding of responsibility, sanctions for Respondent. Sanctions for Respondent-employees may range from counseling to discharge. Sanctions for Respondent-Board members may range from censure to a petition to the Governor for removal from the Board of Education.

## **Confidentiality and Retaliation**

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

**Filing a Discrimination or Harassment Complaint with State or Federal Agencies** An employee alleging discrimination or harassment, may, at any time, file a complaint with the United States Department of Education Office for Civil Rights at:

United States Department of Education Office for Civil Rights Cleveland Office 1350 Euclid Avenue, Suite 325 Cleveland, Ohio 44115

(216) 522-4970 FAX: (216) 522-2573 TDD: (216) 522-4944

E-mail: OCR.Cleveland@ed.gov Web: http://www.ed.gov/ocr A complaint may also, or instead, be filed with:

United States Department of Labor Equal Employment Opportunity Commission Detroit Field Office 477 Michigan Avenue, Room 865 Detroit, Michigan 48226

or

State of Michigan Department of Civil Rights Cadillac Place, Suite 3-600 3054 West Grand Boulevard Detroit, Michigan 48202

#### **OUTSIDE ACTIVITIES OF STAFF**

It is the recommendation of the Board of Education, but not a requirement, that professional staff members avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District

#### PERSONAL PROTECTION ORDER (PPO)

Any employee that has been awarded a Personal Protection Order by the court against an individual, must notify their supervisor if there is any possibility that person may attempt to make contact with the employee at the workplace. Members of the staff who have obtained a protective order should supply a copy of the order to the superintendent. Other parties may also be informed when deemed necessary for the safety of the District personnel.

#### PERSONNEL RECORDS

One official personnel file shall be maintained by the District for each employee. Personnel files kept by the District concerning employees shall be kept in a secured location and under the custodianship of the appropriate District or building supervisor. Complete personnel files of employees who have left the District shall be similarly kept, but in an inactive file, for not less than seven years. A permanent record of the employee's years of work, assignments, and salary/wage paid shall be kept in accordance with the State of Michigan's recommended retention policy for schools.

The maintenance and disclosure of employee personnel files is governed by state law. The "Bullard-Plawecki Employee Right to Know Act," MCL 423.501, defines what constitutes a "personnel record," limits its use, provides for employee review, and restricts its disclosure to third parties. You have a right to examine your personnel file. If you wish to examine your file, you may do so during normal office hours by making an appointment with the Human Resource Office (ext. 1006). All procedures, including payment for copies are in accordance with the

Bullard-Plawecki Right to Know Act.

Requests for disclosure of a personnel file to another party will be handled in accordance with applicable law.

#### **POLITICAL ACTIVITIES**

Staff members who intend to become candidates for political office that may be tied to the District, are asked to notify the superintendent within five days of the date on which the declaration of candidacy.

#### PROFANITY - STANDARDS OF DECENCY

The use of profanity is prohibited in the District. Profanity is not acceptable employee to employee, student to student, visitor to visitor, or any combination thereof.

#### **RESIGNATION PROCEDURES - NON-CERTIFIED STAFF**

Any non-certified staff member desiring to resign from their position with the District shall submit a written resignation to the superintendent at least ten (10) working days prior to the effective date of the resignation. Unless otherwise agreed to by the superintendent, failure to give at least ten working days' notice will void any potential benefits that might accrue to the employee following separation from the District.

The superintendent is authorized to accept resignations of support staff personnel on behalf of the Board and they become final upon their acceptance. The superintendent shall present all resignations to the Board for information.

## RESIGNATION OF PROFESSIONAL STAFF

A teacher serving under an annual contract shall not discontinue their service with the Board of Education of Woodhaven-Brownstown School District, except by mutual consent, without giving written notice to said Board at least sixty (60) days prior to September 1st of the ensuing school year.

The superintendent may act for the Board in the acceptance of a resignation.

A teacher serving under a continuing tenure contract shall not discontinue their service with the Board of Education of the Woodhaven-Brownstown School District except as provided for in the Michigan Teacher Tenure Act.

#### SCHOOL SAFETY INITIATIVES - CRIMINAL HISTORY CHECKS

In accordance with the Revised School Code, the District requires <u>criminal history checks</u> by the Michigan State Police and <u>criminal records checks</u> by the Federal Bureau of Investigation for all employees assigned "regularly and continuously" to work under contract in any school.

Upon an offer of initial employment by the Board, all persons, in either certified or support positions, and any volunteers working directly with students in any capacity as prescribed by the superintendent shall have undergone a criminal history check. Prior to starting, the District will confirm receipt of criminal records and history checks and the Director of Human Resource will clear the individual to begin employment.

Only those persons who have been offered a position or contract by the Board of Education and/or superintendent must undergo a criminal history check — not all applicants. For all staff

members the criminal history check to be used will be those prescribed by law and will be paid for by the employee.

The legislation, commonly referred to as the School Safety Initiative, prohibits a district from hiring, or continuing to employ, any person convicted of a crime listed and defined under the Sex Offenders Registration Act (SORA). An employee convicted of a felony other than a "listed offense" may not continue in their employment unless approved in writing by the District's Board of Education and the superintendent.

Any employee charged with a crime under Section 1535a(1) or 1539b(1) of the Revised School Code must notify the superintendent within three (3) business days after being arraigned for the crime. The superintendent must also be notified by the employee if they enter a plea of guilty or no contest to or is the subject of a finding of guilt by a judge or jury of any crime after having been initially charged with a crime described in Section 1535a(1) or 1539b(1). Failure to report being charged, pleading guilty, pleading no contest, or conviction by a judge or jury in accordance with this policy constitutes just cause for discipline, up to and including termination. This legislation has very strict requirements for both the District and employees. If you have any questions as to whether you need to report any incident of a criminal nature, please contact the superintendent of Schools.

## SOCIAL SECURITY NUMBER CONFIDENTIALITY

Pursuant to both state and federal law, it is the policy of this District to protect the confidentiality of social security numbers. No person shall knowingly disclose, transfer, or unlawfully use the social security number of any employee, student, or other individual.

### SOLICITATIONS/DISTRIBUTIONS

All persons seeking to sell, solicit, or display an item relating directly to expenditures of District funds to any school employee on school premises must first secure permission from the building Principal or superintendent before any appointment is made. All such appointments approved by the superintendent or building Principal shall be held before or after regular school hours. All other solicitations of, or by, District employees are prohibited except where expressly approved by the superintendent.

#### SOLICITATIONS IN SCHOOLS

Except as approved by the building Principal, commercial firms shall not be permitted to solicit students during school hours in attendance or on school grounds. Solicitations from organizations outside the school are forbidden. All special sales projects by students are subject to the approval of the Director of Finance in accordance with Board Policy. This shall include sale of advertising, magazines, and merchandise. Commercial schools, colleges or other agencies shall be permitted to meet with seniors or solicit prospective students only when the invitation and arrangements are approved by the building Principal. Counseling of students relative to continuation of their schooling or to job placement by outside organizations shall be handled through the Guidance Department under the supervision of the guidance counselor and building administration.

## SOLICITATION OF STUDENTS

Solicitation of students by anyone within the schools or on school grounds for any cause is

prohibited. This prohibition includes the selling of tickets to students for any purpose or cause other than for a school sponsored activity.

#### STAFF DEVELOPMENT OPPORTUNITIES

The District supports the concept of personal development for the staff and to this end, may authorize funding for various activities in its budget.

Personal development opportunities shall follow any guidelines found in the current negotiated master contract(s).

#### STAFF DIRECTORY

In accordance with the terms of the master agreement between the Board of Education and the Woodhaven-Brownstown Education Association, the District shall electronically publish a staff directory, on or before December 1 of every other school year. It will include the names of teachers and administrators. The directory, or amendments, shall also list the home telephone numbers and addresses of staff. An Opt-out option is available and must be submitted via Frontline Central by October 1 of each year. In years when a staff directory is not published, amendments, if any, will be provided to each teacher.

#### STAFF HEALTH AND SAFETY - STAFF PROTECTION

An employee who has suffered assault in connection with employment shall immediately report the incident, in writing, to the building principal or their immediate supervisor, and shall make such supplemental written reports as needed.

The District, upon recommendation of the superintendent, shall reimburse an employee when the employee's personal property is soiled, damaged, or destroyed by students or non-students through acts of personal physical assault and when such losses occur during the employee's performance of the employee's school duties. Such reimbursement shall be considered only after the employee has first been reimbursed through their insurance carrier and shall be limited to \$200.00 (or subject to the appropriate collective bargaining agreement). All such losses must be reported in writing to the principal or supervisor within ten (10) days.

#### STUDENT SECLUSION AND RESTRAINT

District staff members may need to restrain students under certain emergency circumstances. This must be done only as a last resort if students pose a threat to themselves or others. All such intervention shall only be done in accordance with standards adopted by the State Board of Education regarding the use of student restraint. The District shall provide training for all staff members who may be required to restrain a student. All instances of restraint must be documented immediately after and provided to the building principal. The District does not support the use of seclusion.

## TITLE IX

It is the intent of the Woodhaven-Brownstown School District to comply with all of the guidelines for Title IX, as adopted by the U.S. Department of Education. The District does not discriminate on the basis of sex in its educational programs. The Title IX Coordinator (CO) is the Director of Human Resources.

#### TOBACCO-FREE SCHOOLS LAW

No person, at any time, shall smoke, chew, or otherwise use tobacco products, of any kind, on School District property, on property under the control of the District, nor in District vehicles. District employees shall not use tobacco products when they are involved with students or when supervising student activities whether on or off District property.

#### UNIVERSAL PRECAUTIONS/BLOODBORNE PATHOGENS

Per Board Policy 8000.04 the District follows universal precautions where there has been an exposure to blood or other potentially infectious materials. Universal precautions require that staff and students treat all human blood and certain human body fluids as though they were infectious.

#### **VEHICLE INSURANCE**

If you must use your vehicle while performing or acting on authorized Woodhaven-Brownstown School District business, you are required to have motor vehicle insurance (at your own expense), or be personally responsible equal to the State of Michigan minimum insurance requirements. If you do not have insurance and you are requested to use your vehicle, you must notify your supervisor, in writing, before using your vehicle for any school business.

#### **WEAPONS**

No person shall possess, transport, or transmit a dangerous weapon on District property, property used by the District for a school-related purpose, or in a motor vehicle used for a District related purpose unless: (a) prior permission has been granted by the superintendent; (b) the person is an on-duty law enforcement officer or, if off duty, the officer is otherwise required by the law enforcement agency to carry a weapon; or (c) as otherwise allowed by law.

A dangerous weapon, within the meaning of this policy, shall include, by way of description, such things as a firearm, knife, black jack, baton, iron bar, brass knuckles, martial arts devices, and incendiary and/or explosive devices. Pursuant to federal law, the term firearm includes, but is not limited to, any weapon designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or destructive device. Any person, including a student, who violates this policy, will be reported to law enforcement authorities. Employees who violate this policy will be disciplined, up to and including termination.

The Board will not tolerate employee possession of any facsimile or "look alike" weapon on school property at any time. It shall be a violation of this policy for any employee or other person to carry, display, or brandish any facsimile of a dangerous weapon with the intent to scare, terrify, alarm, threaten, or intimidate any other person.

#### **Woodhaven-Brownstown School District**

#### **Agreement for Acceptable Use of Technology Resources**

## For Employees, Board Members, Volunteers, and Adults other than Students

The purpose of this Agreement is to grant access to and define acceptable use of the District's technology resources. Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the District's Technology Resources is a privilege that may be revoked by the Woodhaven-Brownstown School District at any time and for any reason. Violation of the following conditions, or other inappropriate use, may result in disciplinary action, up to and including terminations.
  - 1. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.
  - 2. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.
  - 3. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school materials, or school hardware or software.
  - 4. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to other users or information you are not authorized to access.
  - 5. Unauthorized copying or use of licenses or copyrighted software.
  - 6. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
  - 7. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
  - 8. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.

- 9. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user, unless authorized to do so by the District's administration or Board.
- 10. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act (CIPA), unless authorized to do so by the District's administration or Board.
- 11. Misusing equipment or altering system software without permission.
- 12. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
- 13. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or any District policy, rule, or agreement.
- F. It is the policy of the District, as a recipient of certain federal funds, to provide technology protection measures on its computers with Internet access designed to protect against access through such computers to visual depictions that are obscene or child pornography. The technology blocks may be disabled by an authorized person, during adult use, to enable access to bona fide research or for other lawful purposes.
- G. The District does not warrant or guarantee that its Technology Resources will meet any specific requirement or that they will be error free or uninterrupted; nor will the District be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.
- H. As soon as possible, you must disclose to an appropriate school administrator any content you view or receive over the Technology Resources that makes you feel harassed, bullied, or threatened or any communication that contains sexually explicit content. You should not delete such content until instructed to do so by the Director of Technology.
- I. You acknowledge that you may receive or have access to student education records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act, Individuals with Disabilities Education Act, the Michigan Mandatory Special Education Act, and the National School Lunch Act and their underlying regulations (collectively, the "Acts"). You acknowledge that, to the extent you receive and have access to such data and records, you are subject to the provisions of those Acts and their regulations and will not re-disclose student data or other education records except as permitted by law.
- J. You acknowledge and understand that correspondence or other data that you send or receive over the District's Technology Resources may be subject to retrieval and disclosure under the Freedom of Information Act (FOIA) and other federal or state statutes and regulations. You will cooperate fully and promptly with the District when responding to FOIA requests or other requests for disclosure of information.
- K. You are solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases, made through the Technology Resources. The District is not a party to such transactions and is not liable for any costs or damages, whether direct or indirect, arising out of your use of the Technology Resources.

- L. You are responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.
- M. Any violation of this Agreement may subject you to discipline (for employees, up to and including termination), including possible suspension of your access to the Technology Resources.

As a condition of using the Technology Resources, I release the District, and its board members, agents, and employees, including the Internet Service Provider, from all liability related to my use or inability to use the Technology Resources. I agree to follow this Agreement and all rules and regulations that may be added from time to time by the Woodhaven-Brownstown School District or its Internet Service Provider.

Any additional rules, regulations, and policies are available in the Woodhaven-Brownstown School District Employee Handbook.

I agree to pay for, reimburse, and indemnify the District, its board members, agents, and employees, including the Internet Service Provider, for damages, including any fees or expenses, incurred as a result of my use, or misuse, of the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the Woodhaven-Brownstown School District monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

## RECEIPT OF EMPLOYEE HANDBOOK

Employee Signature will be required through Frontline-Central acknowledging receipt of the WBSD Employee Handbook and the responsibility to read the handbook in its entirety and comply with all applicable policies, procedures, rules, and regulations.