

However, all interviews for employment or appointment shall be held in open meeting of the Board (roll call vote with two-thirds (2/3's) majority).

In keeping with the confidential nature of closed sessions, no member of the Board shall disclose the content of discussions that take place during such sessions. The only exceptions will be discussions with the District's legal counsel or as directed by an order of a court with proper jurisdiction.

It is expected that Board members shall not record nor communicate by any means, electronic or otherwise, with party or parties outside such meetings regarding the substance of such meetings either during or after the course of such meetings.

M.C.L.A. 15.267, 15.268

Revised 9/9/02

Revised 11/13/06

## **REVISED BYLAW - VOL. 24, NO. 2**

### **0167.3 Public Participation at Board Meetings**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at every public meeting of the Board and publish rules to govern such participation in Board meetings.

Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than five (5) days prior to the meeting and include: name and address of the participant, group affiliation, if and when appropriate, and topic to be addressed.

Such requests shall be subject to the approval of the Superintendent and the Board President.

**Denial of the opportunity to have an item placed on the agenda will not preclude an individual or group from the opportunity to speak during the public participation portion of the meeting.**

To permit fair and orderly public expression, the Board shall provide a period for public participation at public meetings of the Board and publish rules to govern such participation in Board meetings and in Board committee meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

Where his/her ruling is disputed, it may be overruled by a majority of those present and voting.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted **as indicated on the order of business and/or at the discretion of a time as determined by** the presiding officer.
- B. **Anyone with concerns related to the operation of the schools or to matters within the authority of the Board may participate during the public portion of a meeting.**
- BC. The Board requires that public participants be residents of this District, employees of this District, or anyone having a legitimate interest in the action of the Board, anyone representing a group in the District, and any representative of a firm eligible to bid on materials or services solicited by the Board.
- CD. Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address and group affiliation, if and when appropriate.
- DE. Each statement made by a participant shall be limited to three (3) minutes duration.
- EF. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- FG. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

GH. The presiding officer may:

1. **prohibit public comments which are frivolous, repetitive, or harassing;**
2. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
3. request any individual to leave the meeting when that person ~~does not observe reasonable decorum~~ **behaves in a manner that is disruptive of the orderly conduct of the meeting;**
4. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
5. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
6. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.

The portion of the meeting during which the participation of the public is invited shall be limited to one (1) hour under the heading of Reports and Public Inquiry, unless otherwise approved by five (5) members of the Board. Meetings will conclude by 11:00 p.m., unless extended by a majority vote of the Board.

Tape or video recordings are permitted, ~~providing the person operating the recorder has notified the Superintendent prior to the Board meeting to review placement of the equipment and to agree to abide by~~ **subject to** the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.

- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.
- D. The purpose of taping for public cable access is to allow the public unedited opportunity to view Board of Education meetings. Any recording for cable access or for rebroadcast on network or cable stations must present the Board of Education meeting in its entirety from beginning to end. The broadcast of any Board meeting may not be edited or abbreviated.

**The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.**

M.C.L.A. 15.263(4)(5)(6), 380.1808

Revised 11/13/06

0167.4

#### **Adjournment**

The Board may at any time recess or adjourn to an adjourned meeting at a time, date, and place announced before the adjournment takes place. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon. (M.C.L.A. 15.265)

0167.5

#### **Use of Electronic Mail**

Since E-mail is a form of communication that could conflict with the Open-Meetings Law, it will be used to conduct business of the Board only for the purposes of communicating:

- A. messages between Board members or between a Board member and employee(s) which do not involve deliberating or rendering a decision on matters pending before the Board;
- B. possible agenda items between the Superintendent and the Board President;
- C. times, dates, and places of regular or special Board meetings;

The Board Secretary shall not include in or with its minutes any personally identifiable information on any student of the District which if released, would prevent the public body from complying with the Family Educational Rights and Privacy Act of 1974.

The official minutes shall be bound together by years and kept in the office of the Board of Education.

Minutes of the preceding meetings shall be approved by the Board as its first order of business at regular meetings.

The minutes under Board action shall show only action taken, or, if specifically requested, the remarks of Board members.

M.C.L.A. 15.269, 380.1201

Revised 11/13/06

0168.2

### **Closed Meeting**

The Board shall designate a person to keep separate minutes of each closed meeting of the Board. These minutes shall be retained by the Secretary of the Board, but shall not be available to the public and shall only be disclosed if required by a civil action filed under M.C.L.A. 15.270 et seq. These minutes may be destroyed one (1) year and one (1) day after approval of the minutes of the regular meeting at which the closed session was approved.

M.C.L.A. 15.267, 15.269, 15.270-71, 15.273

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0168.3

### **Committee Meetings**

Any Board Committee, whether standing or appointed ad hoc, which exercises governmental or proprietary authority must comply with the Open Meetings provisions in 0168.1 and 0168.2, **and Public Participation provisions in 0167.3.** Committees that are empowered to take action, make recommendations or otherwise deliberate in place of the Board are subject to this requirement.

Adopted 3/12/07

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STUDENT ASSESSMENT

The Board of Education shall, in compliance with law and rules of the State Board of Education, assess student achievement and needs in designated subject areas in order to determine the progress of students and to assist them in attaining District goals.

Each student's proficiencies and needs will be assessed by staff members upon his/her entrance into the District and at least annually thereafter. Procedures for such assessments will include, but need not be limited to, teacher observation techniques, cumulative student records, student performance data collected through standard testing programs, and physical examinations.

The Superintendent shall develop and the Board shall approve a program of testing that includes:

- A. the Michigan Education Assessment Program (for grades 3-9) and the Michigan Merit Examination (or other readiness assessment program approved by the State Superintendent) administered each year in accordance with the schedule established by statute and the State Department of Education;

The purpose of the Michigan Education Assessment Program and the Michigan Merit Examination (MME) is to assess student performance in mathematics, science, social studies, reading, and English language arts for the purpose of improving academic achievement and establishing a Statewide standard of competency. The MME will include the American College Test (ACT) provided at ~~District~~ State expense for all students in Grade 11. ACT scores are used during the college admission process to assess high school students' general educational development and their ability to complete college-level work.

- B. criteria-based written and oral examinations which include use of alternative questions, demonstrations, writing exercises, individual and group projects, performances, portfolios, and samples of best work;
- C. selection of assessment instrument, data, and other District criteria that will be used to assess educational achievement of each student in grades 1-5;

- D. aptitude tests;
- E. achievement tests;
- F. vocational inventories;
- G. tests of mental ability.

The Board requires that:

- A. any assessment tests used shall not be a psychiatric examination, testing, or treatment; or a psychological examination, testing, or treatment in which the primary purpose is to reveal information concerning:
  - 1. political affiliations
  - 2. mental and psychological problems potentially embarrassing to the student or his/her family
  - 3. sex behavior and attitude
  - 4. illegal, anti-social, self-incriminating and demeaning behavior
  - 5. critical appraisals of other individuals with whom respondents have close family relationships
  - 6. legally recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers.
- B. any personality testing complies with Department of Education guidelines.

The Board also requires that:

- A. tests be administered by persons who are qualified under State law and regulation;
- B. parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;

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- C. data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the policy of this Board regarding student records;
- D. the results of each school-wide, program-wide, and district-wide test be made part of the public record.

All students classified as disabled shall be required to participate in the District's student assessment program, except as prescribed in his/her individualized education program (IEP) or by guidelines provided by the State.

No student identified as possessing limited English speaking ability shall be required to participate in an assessment program in a language other than his/her native language, but any such student shall be allowed to participate on the request of his/her parent and the recommendation of his/her classroom teacher.

All eleventh grade students shall participate in the Michigan Merit Examination, unless excluded under the guidelines established by the State Department of Education.

~~A student who does not qualify for a Michigan Promise Grant, and who wants to repeat the Michigan Merit Examination (or other State approved readiness assessment) may repeat the Examination in the next school year on a designated testing date. The first time a student repeats the Examination shall be without charge to the student, but the student is responsible for paying the cost of any subsequent repeat.~~

**A student who wants to repeat a State approved readiness assessment (other than the Michigan Merit Examination and any ACT component) may repeat the assessment in the next school year or after graduation on a date when the District is administering the assessment. Only this type of repeat assessment testing will be without charge to the student.**

The District shall administer the complete Michigan Merit Examination to a student only once and shall not administer the complete Michigan Merit Examination to the same student more than once. If a student does not take the complete Michigan Merit Examination in grade 11, the District shall administer the complete Michigan Merit Examination to the student in grade 12. If a student chooses to retake the college entrance examination component of the Michigan Merit Examination, the student may do so through the provider of the college entrance examination component and the cost of the retake is the responsibility of the student unless all of the following are met:

- A. the student has taken the complete Michigan Merit Examination



- B. the student did not qualify for a Michigan promise grant based on the student's performance on the complete Michigan Merit Examination
- C. the student meets the Federal income eligibility criteria for free breakfast, lunch, or milk
- D. the student has applied to the provider of the college entrance examination component for a scholarship or fee waiver to cover the cost of the retake and that application has been denied
- E. after taking the complete Michigan Merit Examination, the student has not already received a free retake of the college entrance examination component paid for either by the State of Michigan, or through a scholarship or fee waiver by the provider

In addition to the testing programs, the Superintendent shall develop administrative guidelines whereby a portfolio is developed and maintained for each student.

M.C.L.A. 380.1279g, 390.1451 et seq., 380.1280b  
A.C. Rule 340.1101 et seq.  
MEAP Test Administration Manuals

Revised 7/98  
Revised 11/13/06  
Revised 10/8/07  
Revised 1/11/10

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PHYSICAL EXAMINATION

The Board of Education or Superintendent reserves the right to require any employee or candidate to submit to an examination in order to determine the physical and/or mental capacity to perform assigned duties. Such examinations shall be done in accordance with the Superintendent's guidelines and/or the terms of the negotiated, collective bargaining agreements.

Reports of all such examinations or evaluations shall be delivered to the Superintendent, who shall protect their confidentiality. Reports will be discussed with the employee or candidate ~~and made a part of an employee's personal record.~~ **Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act (GINA).** In the event of a report of a condition that could influence job performance, the Superintendent shall base a nonemployment recommendation to the Board upon a conference with a physician and substantiation that the condition is directly correlated to defined job responsibilities.

The Board shall assume any uninsured fees for required examinations.

The Board requires, at initial employment, that all professional staff members undergo a tuberculosis examination, if required by law.

29 C.F.R. Part 1630

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Revised 9/14/92

REVISED POLICY - VOL. 24, NO. 2

PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The Board of Education may provide coverage to eligible employees under self-funded group health plans. The Board may establish the following self-funded group health plans:

- A. Dental Plan
- B. Health Flexible Spending Accounts (FSA)

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as **amended by Title I of the Genetic Information Nondiscrimination act (GINA)**. Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints Business Manager to serve as the Privacy Protection Officer of the group health plans. The Board delegates authority to the Privacy Protection Officer to develop and implement the internal policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. In the event that the HIPAA Privacy Rule is subsequently amended, the Privacy Protection Officer is authorized to make necessary amendments to the internal policies and procedures.

The Privacy Protection Officer shall develop administrative guidelines necessary to implement this policy.

The Privacy Protection Officer shall report his/her progress to the Board upon request.

Since the Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties (CMP) for violations of the HIPAA Privacy Rule, the Board agrees to indemnify and hold harmless the Privacy Protection Officer for any CMP imposed upon him/her in connection with the performance of his/her duties for the group health plans. Notwithstanding the foregoing language, the Board shall not indemnify the Privacy Protection Officer in the event the CMP was imposed as the result of intentional misconduct or gross negligence by the Privacy Protection Officer.

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The Board reserves the right to revoke any or all delegations set forth in this policy at any time for any reason.

**29 C.F.R. Part 1635  
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act**

Adopted 12/11/06

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PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

The Board of Education may provide coverage to eligible employees under fully insured group health plans. The Board may establish the following fully insured group health plans:

- A. Medical Plan
- B. Prescription Drug Plan
- C. Vision Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule **as amended by Title I of the Genetic Information Nondiscrimination act (GINA)**. Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health plans.

The fully insured group health plans established by the Board shall:

- A. Refrain from taking any retaliatory action against any individual from exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by the Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful.
- B. Not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment, enrollment in a health plan, or eligibility of benefits.
- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later.

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Fully insured group health plans established by the Board shall not create or receive protected health information, except for:

- A. Summary health information. Summary health information is de-identified information that summarizes claims history, claims expenses, or type of claims experienced by health plan participants.
- B. Information on whether an individual is participating in a group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan.

**29 C.F.R. Part 1635**

**42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act**

Adopted 12/11/06

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FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

- A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
- B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
- C-1. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition; or
- D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) **covered** active duty or call to **covered** active duty in the United States Armed Forces ~~in support of a contingency plan~~ **including the National Guard and Reserves**. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. (See AG 3430.01C). **Covered active duty means deployment with the Armed Forces to a foreign country.**

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or **aggravation of a pre-existing illness or injury while** in the line of duty while on **covered** active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. **Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy.**

#### Duration of Service Member FMLA

- A. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement.



Twelve (12) month period for determining hours worked and use of leave is defined as the twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- A. Inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. Continuing treatment by a healthcare provider, including:
  - 1. a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either in person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity absent extenuating circumstances beyond the employee's control, or in person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;  
  
The first visit to the health care provider must occur within seven (7) days of the first date of incapacity.
  - 2. Any incapacity due to pregnancy or for prenatal care;
  - 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - 4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
  - 5. Any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

- C. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) day's notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider.

The staff member may request to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave (see A-1, B-1, and A-2 on page one).

The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one and B-2 on page two).

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, as the paid leave and FMLA/Service Member Family leave will run concurrently.

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

The Superintendent will notify the staff member when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten (10) business days. In the case of intermittent or reduced-leave schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will promptly notify the staff member that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement.

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member. When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness.

The staff member may either:

- A. submit the completed medical certification to the Superintendent; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The District shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee will not qualify for FMLA leave.

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A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Except as required by law and in accordance with the applicable collective bargaining agreement, the staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

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The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the District has sufficient information to believe that the employee may qualify for FMLA leave.

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

**P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)**

**P.L. 111-84, Sec. 565 – National Defense Authorization Act (October 28, 2009)**

Adopted 11/14/94

Revised 4/14/08

Revised 1/11/10

REVISED POLICY - VOL. 24, NO. 2

TERMINATION AND RESIGNATION

**TERMINATION**

Employment may be suspended or terminated for violation of the policies of the Board or for reasons set forth in law. In such cases, the Board shall abide by due process and such terms as may be set forth in a negotiated agreement.

**The Board delegates the authority to suspend or terminate support staff to the Superintendent.**

Employees and those under contract to work regularly and continuously in the schools, whether part-time or full-time, may not continue employment with the Board if a criminal history records check or other authoritative source reveals a conviction of a "listed" offense under M.C.L.A. 28.722.

Individuals convicted of a non-listed felony may not continue to work unless both the Superintendent and the Board give written approval. Such conviction(s) may subject support staff to discharge ( ) or demotion. The State Board of Education will be notified of the report of conviction(s) as required by law.

**RESIGNATION**

A support staff member may resign by filing a written resignation with the Assistant Superintendent at least thirty (30) days prior to the effective date of the resignation.

A resignation, once accepted by the Assistant Superintendent, may not then be rescinded.

M.C.L.A. 28.722, 38.74, 380.1230 et seq., 380.1535a

Revised 12/11/06

REVISED POLICY - VOL. 24, NO. 2

PHYSICAL EXAMINATION

The Board of Education or Superintendent reserves the right to require any employee or candidate to submit to an examination in order to determine the physical and/or mental capacity to perform assigned duties. Such examinations shall be done in accordance with the Superintendent's guidelines and/or the terms of currently-valid negotiated agreements.

Reports of all such examinations or evaluations shall be delivered to the Superintendent, who shall protect their confidentiality. Reports will be discussed with the employee or candidate ~~and made a part of an employee's personal record.~~ **Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act (GINA).** In the event of a report of a condition that could influence job performance, the Superintendent shall base a nonemployment recommendation to the Board upon a conference with a physician and substantiation that the condition is directly co-related to defined job responsibilities.

The Board shall assume any uninsured fee for required examinations.

~~M.C.L.A. 257.316a~~

~~A.C. Rule R325.89829 C.F.R. Part 1630~~

~~29 C.F.R. Part 1635~~

~~42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990~~

~~42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act~~



REVISED POLICY - VOL. 24, NO. 2

PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The Board of Education provides coverage to eligible employees under self-funded group health plans. The Board has established the following self-funded group health plans:

- A. Dental Plan
- B. Health Flexible Spending Accounts (FSA)

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as **amended by Title I of the Genetic Information Nondiscrimination Act (GINA)**. Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints Business Manager to serve as the Privacy Protection Officer of the group health plans. The Board delegates authority to the Privacy Protection Officer to develop and implement the internal policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. In the event that the HIPAA Privacy Rule is subsequently amended, the Privacy Protection Officer is authorized to make necessary amendments to the internal policies and procedures.

The Privacy Protection Officer shall develop administrative guidelines necessary to implement this policy.

The Privacy Protection Officer shall report his/her progress to the Board upon request.

Since the Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties (CMP) for violations of the HIPAA Privacy Rule, the Board agrees to indemnify and hold harmless the Privacy Protection Officer for any CMP imposed upon him/her in connection with the performance of his/her duties for the group health plans. Notwithstanding the foregoing language, the Board shall not indemnify the Privacy Protection Officer in the event the CMP was imposed as the result of intentional misconduct or gross negligence by the Privacy Protection Officer.

# policy

**BOARD OF EDUCATION  
VICKSBURG COMMUNITY SCHOOLS**

**SUPPORT STAFF  
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The Board reserves the right to revoke any or all delegations set forth in this policy at any time for any reason.

**29 C.F.R. Part 1635**

**42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act**

Adopted 12/11/06

REVISED POLICY - VOL. 24, NO. 2

PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

The Board of Education provides coverage to eligible employees under fully insured group health plans. The Board has established the following fully insured group health plans:

- A. Medical Plan
- B. Prescription Drug Plan
- C. Vision Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as **amended by Title I of the Genetic Information Nondiscrimination Act (GINA)**. Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health plans.

The fully insured group health plans established by the Board shall:

- A. Refrain from taking any retaliatory action against any individual from exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by the Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful.
- B. Not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment, enrollment in a health plan, or eligibility of benefits.
- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later.

Fully insured group health plans established by the Board shall not create or receive protected health information, except for:

- A. Summary health information. Summary health information is de-identified information that summarizes claims history, claims expenses, or type of claims experienced by health plan participants.
- B. Information on whether an individual is participating in a group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan.

**29 C.F.R. Part 1635**

**42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act**

Adopted 12/11/06

REVISED POLICY - VOL. 24, NO. 2

FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible classified staff members for the following reasons:

- A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
- B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
- C-1. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition; or
- D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) **covered** active duty or call to **covered** active duty in the United States Armed Forces ~~in support of a contingency plan~~ **including the National Guard and Reserves**. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. (See AG 4430.01C). **Covered active duty means deployment with the Armed Forces to a foreign country.**

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or **aggravation of a pre-existing illness or injury while** in the line of duty while on **covered active duty** in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. **Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy.**

#### Duration of Service Member FMLA

- A. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

#### General FMLA Provisions

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement.

Twelve (12) month period for determining hours worked and use of leave is defined as the twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- A. Inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. Continuing treatment by a healthcare provider, including:

- 1. a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either in person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity absent extenuating circumstances beyond the employee's control, or in person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

The first visit to the health care provider must occur within seven (7) days of the first date of incapacity.

- 2. Any incapacity due to pregnancy or for prenatal care;
- 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- 4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- 5. Any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

- C. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) day's notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider.

The staff member may request to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave (see A-1, B-1, and A-2 on page one).

The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one and B-2 on page two).

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, as the paid leave and FMLA/Service Member Family leave will run concurrently.



The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

The Superintendent will notify the staff member when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten (10) business days. In the case of intermittent or reduced-leave schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will promptly notify the staff member that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement.

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member. When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness.

The staff member may either:

- A. submit the completed medical certification to the Superintendent or his/her designee; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The District shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee will not qualify for FMLA leave.

A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Except as required by law and in accordance with the applicable collective bargaining agreement, the staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

# policy

**BOARD OF EDUCATION  
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**SUPPORT STAFF  
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The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the District has sufficient information to believe that the employee may qualify for FMLA leave.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

**P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)**

**P.L. 111-84, Sec. 565 – National Defense Authorization Act (October 28, 2009)**

Adopted 12/11/06

Revised 4/14/08

Revised 1/11/10

**REPLACEMENT POLICY – VOLUME 24, NO. 1  
REVISED POLICY - VOL. 24, NO. 2**

**WIRELESS COMMUNICATION DEVICES**

Students may possess wireless communication devices (WCDs) in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions, provided that during school hours and on school vehicles the WCDs are powered completely off (i.e., not just placed into vibrate or silent mode) and stored out of sight.

A "wireless communication device" is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerrys/Smartphones, Wi-Fi-enabled or broadband access devices, two-way radios or video broadcasting devices, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information. Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet websites that are otherwise blocked to students at school. "Students may use WCDs while riding to and from school on a school bus or other vehicle provided by the Board or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, classroom teacher, and/or sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated."

Also, during after school activities when directed by the administrator or sponsor, WCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight.

The requirement that WCDs must be powered completely off will not apply when the student obtains prior approval from the building principal and/or the student has a special health circumstance (e.g. an ill family member, or his/her own special health condition).

Students are prohibited from using WCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e., pictures/video) of any student, staff member or other person in the school or while attending a school-related activity, without express prior notice and explicit consent for the capture, recording or transmission of such words or images. Using a WCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal. Students who violate this provision and/or use a WCD to violate the privacy rights of another person shall have their WCD confiscated.

**"Sexting" is prohibited at any time on school property or at school functions. Sexting is the electronic transmission of sexual messages or pictures, usually through cell phone text messaging. Such conduct not only is potentially dangerous for the involved students, but can lead to unwanted exposure of the messages and images to others, and could result in criminal violations related to the transmission or possession of child pornography. Such conduct will be subject to discipline and possible confiscation of the WCD.**

WCDs, including but not limited to those with cameras, may not be possessed, activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include but are not limited to locker rooms, shower facilities, restrooms, classrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The building principal has authority to make determinations as to other specific locations and situations where possession of a WCD is absolutely prohibited.

No expectation of confidentiality will exist in the use of WCDs on school premises/property.

Students are prohibited from using a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior.

Students are also prohibited from using a WCD to capture and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using their WCDs to receive such information.

Possession of a WCD by a student is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of this privilege.

# policy

**BOARD OF EDUCATION  
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Violations of this policy may result in disciplinary action and/or confiscation of the WCD. The building principal may also refer the matter to law enforcement if the violation involves an illegal activity (e.g. child pornography). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the WCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed. Any WCD confiscated by District staff will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. WCDs in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy 5771 – Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a WCD to school for a designated length of time or on a permanent basis.

A person who discovers a student in possession of or using a WCD in violation of this policy is required to report the violation to the building principal.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, damage, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians during the school day.

Adopted 12/11/06  
Revised 2/11/08

REVISED POLICY - VOL. 24, NO. 2

INVESTMENT INCOME

The Board of Education authorizes the Superintendent or the Executive Director for Business and Operations to make investments of available monies from the several funds of the District in:

- A. bonds, bills, or notes of the United States; obligations, the principal and interest of which are fully guaranteed by the United States; or obligations of the State;
- B. certificates of deposit issued by a State or nationally-chartered bank or a State or Federally-chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office in Michigan under Michigan and Federal laws;
- C. certificates of deposit of a public corporation(s) (CDs) in insured depository institutions in accordance with the following conditions:
  1. the funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this State under (M.C.L.A. 21.146 (discriminatory lending practices)
  2. the financial institution arranges for the investment of the funds in certificates of deposit in one (1) or more insured depository institutions, as defined in 12 U.S.C. 1813, **or one or more insured credit unions, as defined in 12 U.S.C. 1752**, for the account of the school district
  3. the financial institution acts as custodian for the school district is insured by an agency of the United States
  4. the financial institution acts as custodian for the school district with respect to each certificate of deposit
  5. at the same time that the funds are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions equal to or greater than the amount of the funds initially invested by the school district through the financial institution



- D. commercial paper rated prime 1 or prime 2 at the time of purchase and maturing not more than 270 days after the date of purchase;
- E. securities issued or guaranteed by agencies or instrumentalities of the United States government;
- F. United States government or Federal agency obligation repurchase agreements;
- G. bankers' acceptances issued by a bank that is a member of the Federal deposit insurance corporation;
- H. mutual funds composed entirely of investment vehicles that are legal for direct investment by a school district;
- I. investment pools, as authorized by the surplus funds investment pool act, Act. No. 367 of the Public Acts of 1982, being sections 129.11 to 129.118 of the Michigan Compiled Laws, composed entirely of instruments that are legal for direct investment by a school district.

The purpose of the investments is to maximize the returns on the District's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.

Investments in U.S. Treasury securities and those other securities completely guaranteed by the Treasury as to payment of principal and interest may be purchased in any dollar amount or up to 100% of the available reserves.

Investments in other types of authorized securities may be made with the provision that no more than fifty percent (50%) of the total current cash and investment portfolio is deposited with any one (1) depository. This provision shall not apply to investments held under a "sweep" arrangement with the District's primary financial institution.

The Executive Director for Business and Operations is authorized to contract with a depository for the operation of a cash management system under the following condition:

- A. the contract is in writing;
- B. the contract provides for the investment of funds by the depository with the written approval of the Executive Director of Business and Operations;
- C. the investments are made in accordance with State law; and/or
- D. the contract is awarded using the District's bidding procedure.

All investments must mature or be redeemable within four (4) years of the date of purchase.

An obligation purchased in accordance with Section 380.1223(2), when received by the chief business official, shall be deposited with the bank or trust company having the deposit of the money of the particular fund from which the obligation was purchased.

Money in the several funds of the School District shall not be commingled for the purpose of making an investment authorized by Section 380.1223. The Board, however, may establish and maintain one (1) common debt retirement fund for bond issues of like character.

Earnings of an investment shall become a part of the fund of which the investment was made.

Funds of the Board may be withdrawn from approved public depositories or negotiable instruments owned by the Board and sold before maturity at the sole discretion of the chief business official acting within the law.

The Executive Director for Business and Operations may request, no more often than four (4) times per year, that each public depository report the amount of monies deposited by him/her and the total value of the pool of securities pledged to secure the monies of this District held by the depository.

# policy

**BOARD OF EDUCATION  
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Security in the form of collateral, surety bond, or another form may be taken for the deposits or investments of a School District in a bank, savings and loan association, or credit union. However, an investment pursuant to section 622 (2)(e) or section 1223 (1)(e) or in an investment pool that includes instruments eligible for investments pursuant to sections 622 (2)(e) and 1223 (1)(e) shall be secured by the transfer of title and custody of the obligations to which the repurchase agreements relate and an undivided interest in those obligations must be pledged to the School District for these agreements.

Notwithstanding subsection (1), additional funds of a School District shall not be deposited or invested in a bank, savings and loan association, or credit union which is not eligible to be a depository of surplus funds belonging to this State under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.245 and 21.146 of the Michigan Compiled Laws.

As used in this section, "deposit" includes purchase of or investment in shares of a credit union.

M.C.L.A. 124.301 et seq., 129.11 to 129.118, 380.1221, ~~129.92,~~ 380.1223(2),  
380.622  
P.A. 22 of 2009

Revised 2/10/92  
Revised 9/92  
Revised 3/1/04  
Revised 1/11/10

REVISED POLICY - VOL. 24, NO. 2

PUBLIC ATTENDANCE AT SCHOOL EVENTS

The Board of Education welcomes the attendance of members of the community at athletic and other public events held by the schools in the District, but the Board also acknowledges its duty to maintain order and preserve the facilities of the District during the conduct of such events.

The Board holds the legal authority to bar the attendance of or remove any person whose conduct may constitute a disruption at a school event.

The Board directs that no alcoholic beverage or other controlled substances be possessed, consumed, or distributed, nor any betting occur, at any function sponsored by the District or at any function occurring on District premises.

If a student or adult is asked to leave or is removed from a school event, no admission fees shall be refunded.

Service animals used by persons requiring this type of assistance shall be permitted in all District facilities and at all school events. The person may be asked to provide evidence of the animal's certification for that purpose. **Certain restrictions may be applied when necessary due to allergies, health, safety, disability other issues of those attending the event. The goal shall be to provide all attendees with the same access and participation provided to other members of the public. Confirmation of disability, need for a service animal to access/participate in the school event, and current certification/training of the service animal may be required.**

The Board is aware of the increasing desire of many parents and other members of an audience to use "camcorders" and other audio/visual devices at school events. The Board authorizes the use of such devices providing their use does not interfere with the conduct of the particular activity, impinge on the enjoyment of the event by other members of the audience, or violate copyright or contract provisions related to a performance. The Superintendent shall establish rules and procedures governing the use of nondistrict audio/visual devices and equipment at any District-sponsored event or activity, particularly athletic events, dramatic presentations, and graduation ceremonies. Such rules are to be posted and/or distributed in such a manner that will best ensure cooperation and compliance in obtaining recordings that do not delay or disrupt the activity.

**BOARD OF EDUCATION  
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RELATIONS  
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Any person or organization seeking to film students or a school activity which is not a public event shall obtain prior permission from the Superintendent.

Revised 9/13/93  
Revised 11/11/99