



BEHAVIORAL HEALTH MEDIATION SERVICES PROGRAM

How can the Michigan Behavioral Health Mediation Services program help you with your services?

This program ensures you have access to a neutral, independent mediation professional to resolve matters related to your experience with Community Mental Health (CMH) or Prepaid Inpatient Health Plan (PIHP) services. We'll connect you with your local Community Dispute Resolution Program (CDRP) center that can help you resolve your dispute.

How Much Does It Cost?

It's free to all parties receiving mental health services from a CMH or PIHP, and paid for through a Michigan Department of Health and Human Services (MDHHS) grant.

www.mediation-omc.org



OAKLAND
MEDIATION
CENTER



MICHIGAN
COMMUNITY
MEDIATION
ASSOCIATION

»»» What is Mediation?

In mediation, a neutral third party will guide you through a confidential communication, information sharing, and decision-making process. The mediator ensures that all parties have a voice and that there is a power balance at the table. If a settlement is reached, the mediators will work with you to assist you in writing an enforceable agreement that is crafted by the parties. You do not lose any of your due process rights (i.e., local appeal, grievance/complaint, etc.) participating in mediation.

Benefits of Mediation

- It provides a safe space to share concerns.
- It's an impartial process where you have an equal voice.
- It's confidential.

5 Easy Steps to Mediation

- 1** Contact the Oakland Mediation Center at 844-3-MEDIATE between 9 a.m. – 5 p.m. EST, Monday through Friday. Or email us at behavioralhealth@mediation-omc.org.
- 2** OMC'S Mediation Specialist will confirm your eligibility.
- 3** Then, OMC'S Mediation Specialist will refer the case to your local CDRP center.
- 4** Your CDRP will contact you and the appropriate CMH or PIHP to conduct a formal intake process to understand the issues between the parties.
- 5** Following the intake process, the CDRP will schedule a mediation session within 10 business days.

»»» For over 30 years, the Community Dispute Resolution Center Programs have provided conflict resolution and education services that empower community members, families, businesses, courts, and schools to resolve conflict. Oakland Mediation Center is an apolitical, non-profit, volunteer-based Community Dispute Resolution Program (CDRP) center whose volunteers represent and serve the community. OMC is the administrator of the state-wide Behavioral Health Mediation Services Program.



BHIF

Behavioral Health Independent Facilitation

What is Behavioral Health Independent Facilitation?

BHIF is a program based on "person-centered planning." It uses an impartial, third-party mediator to guide the planning process in collaboration with an individual receiving behavioral health services. BHIF is a creative, adaptable process that honors the individual's preferences, choices, and abilities.

The independent facilitator actively explores both the full range of resources immediately available to the individual and resources that are or may be made available in the broader community.

What is Independent Facilitation?

An Independent Facilitator is someone chosen by the individual to serve as their guide throughout the process of planning for behavioral services and support. The facilitator is not part of any system that provides health services, and therefore has no financial interest in the outcome of the process.

An Independent Facilitator:

- Ensures fewer disruptions, conflicts, and crises during the planning process
- Shares the responsibility of resource allocation and decision-making with unbiased information on available services, community resources, and options.
- Helps build, repair, and maintain trust in relationships



**24-hour Crisis Line:
(800) 284-8288**

Joni Bibler
jbibler@sedrs.org
Authorization code H0032



What is SEDRS?

Southeastern Dispute Resolution Services (SEDRS) is a non-profit organization providing a wide range of mediation services, including **General Civil Mediation, Peer to Peer mediation, Elder Care mediation, Restorative Conferencing, Peace Circles, Non-Verbal Communication, and Non Violent Crisis Intervention.**

SEDRS also offers dynamic, interactive **training programs for mediators.** Learn practical skills, and employ immediate, hands-on experience with SEDRS training while applying the principles of successful mediation.

For more information
on training or services,
visit
www.SEDRS.org

خدمات وساطة تعليم ذوي
الاحتياجات الخاصة



نعمل معًا لأجل تفوق الطلاب

دعم وموارد من أجل فرق تعليم
ذوي الاحتياجات الخاصة



برنامج مقدم من مكتب تعليم ذوي الاحتياجات
الخاصة بالإدارة التعليمية لولاية ميشيغان

يساعد دعم خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) أعضاء فريق في ...

- تحسين التواصل المتبادل
- التعبير عن أفكارهم وإيصال صوتهم
- تفهم وجهة نظر كل منهم
- التعامل مع الخلافات بطريقة إيجابية
- المشاركة في صنع القرار
- إقامة علاقات مثمرة
- الاستفادة بأكثر قدر ممكن من الاجتماعات القصيرة
- تقديم الخدمات السريعة إلى الطلاب
- حل الخلافات لفائدة الطلاب

... وهذا لأن الطلاب هم محور هذه الاجتماعات.



"لقد بذل الميسرون في برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) بجهود رائعة في متابعة الجميع ليكونوا على المسار الصحيح في برنامج التعليم الفردي (IEP). واني لأقدر لهم بكل الصدق والاحترام النهج المهني الذي التزموه في تيسير الاجتماعات."

– عضو فريق برنامج التعليم الفردي (IEP)



موجهة للفرق. تركز على الطلاب.

يعتمد الطلاب ذوو الإعاقة على فريق تعليم ذوي الاحتياجات الخاصة المخصص لهم للعمل معاً في وضع برامج التعليم وتحسين النتائج التعليمية الخاصة بهم. وهو مجهود تعاوني طويل المدى. ويتحقق التحسين في برنامج الطالب عندما يخطط الفريق لتحقيق أفضل النتائج وإدارة الخلافات مع مراعاة صالح الطالب.

موارد مجانية لدعم وخدمات وحلول تعليم ذوي الاحتياجات الخاصة.

يساعد برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) الطلاب من خلال تعزيز التعاون والعمل الجماعي الفعال بين من يخططون لتعليمهم. إن الغاية الكبرى هي مساعدة الطلاب وأولياء الأمور والمعلمين في صنع القرارات التي تترقي بالنتائج التعليمية.

خدماتنا تساعد جميع أعضاء الفريق

التدريب
تحسين سبل التواصل

يقدم برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) ورش عمل ومواد تساهم في تقوية مهارات التواصل والتعاون من أجل دعم العلاقات المثمرة.

التيسير إدارة الاجتماعات المعقدة

يساعد الميسرون المدربون والمحايدون ببرنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) في إدارة اجتماعات تعليم ذوي الاحتياجات الخاصة بما يمكن المشاركين من التركيز على القضايا المطروحة والتعبير عن شواغلهم والمساهمة بأفكارهم.

يدعم برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) ما يلي:

- ◀ اجتماعات خطة الخدمة المخصصة للأسرة (IFSP) للأطفال الذين تتراوح أعمارهم بين يوم و3 أعوام
- ◀ اجتماعات برنامج التعليم الفردي (IEP) للأطفال الذين تتراوح أعمارهم بين 3 أعوام و26 عامًا
- ◀ اجتماعات تحديد الظواهر (MDR) استجابة لقرارات الحرمان المؤقت أو الطرد طويلة المدى
- ◀ اجتماعات جلسات تسوية الخلافات (RS) المتعلقة بشكاوى الإجراءات القانونية الواجبة



الوساطة حل الخلافات

عندما تنشأ أي خلافات، يوفر برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS) بيئة آمنة ومحايدة لأعضاء الفريق ليستكشفوا الخيارات التي تلبي احتياجات الطالب. وفي الوساطة، يساعد التواصل التعاوني على حل مجموعة كبيرة من المسائل المعقدة المتعلقة بتعليم ذوي الاحتياجات الخاصة. ويقوم وسيط تعليم ذوي الاحتياجات الخاصة مدرب بتوجيه وإرشاد الأطراف خلال العملية التي تصل نسبة الاتفاق بها إلى 80 في المائة. مجاناً.

للخدمات:

833-543-7178

الهاتف المجاني

833-KIDS-1ST

Mikids1st.org

موقع الويب

لمعلومات عن البرنامج:

517-334-0034

الهاتف

517-220-4181

الفاكس

info@Mikids1st.org

البريد الإلكتروني



**Special Education
Mediation Services**

516 S. Creyts Road, Suite A
Lansing, MI 48917



مجلس تعليم الولاية

الرئيس كاسندرا إي. أولبريتش
نائب الرئيس بامبلا بو
السكرتير ميشيل فيكتيو
الأمين توم ماكميلين
موفد الجمعية الوطنية لمجالس موفد تيفاني دي. تيلي
إدارة التعليم بالولايات لوب راموس-مونتيغني
دي/ جوديث برتشيبت
نيكي سيندر

أعضاء بحكم المنصب

الحاكم جريتشين ويتمر
مدير التعليم للولاية ميخائيل إف رايس

بيان التمويل

تم إعداد هذه الوثيقة وتوزيعها عن طريق المبادرة الممولة بالمنح بموجب قانون تعليم ذوي الإعاقة (IDEA)، برنامج خدمات وساطة تعليم ذوي الاحتياجات الخاصة (SEMS)، والتي يتم الحصول عليها من الإدارة التعليمية بولاية ميشيغان (MDE) مقابل 0.12 دولار للكتيب في مارس / آذار 2020. إن الآراء الواردة في هذه الوثيقة لا تعبر بالضرورة عن مركز أو سياسة الإدارة التعليمية بولاية ميشيغان أو مجلس تعليم ولاية ميشيغان أو وزارة التعليم الأمريكية، ولا يجوز استنتاج تأييد منها. وهذه الوثيقة مطروحة في المجال العام ويمكن نسخها لمزيد من التوزيع عند التتويه الملائم بمصدرها. وإذا كنت ترغب في الحصول على معلومات إضافية أو كان لديك استفسارات، فيرجى التواصل مع الإدارة التعليمية بولاية ميشيغان، على العنوان: Office of Special Education, P.O. Box 30008, Lansing, MI 48909. 517-373-0923.

بيان الامتثال للقوانين الفيدرالية

إن الإدارة التعليمية لولاية ميشيغان تمثل لجميع القوانين واللوائح التنظيمية الفيدرالية التي تحظر التمييز، كما أنها تلتزم كذلك بجميع متطلبات وزارة التعليم الأمريكية (USED).



*Special Education
Mediation Services*

WORKING TOGETHER FOR STUDENT ACHIEVEMENT

Support and Resources for
Special Education Teams



A program of the Michigan Department
of Education Office of Special Education

SEMS support help team members ...

- › Enhance two-way communication
- › Express their ideas and be heard
- › Understand each other's perspective
- › Approach conflicts positively
- › Participate in decision-making
- › Create productive relationships
- › Make the best use of short meetings
- › Speed service delivery to students
- › Resolve disagreements for the benefit of students

... so that meetings are student centered.



“The SEMS facilitators did an excellent job of keeping everyone on track in the IEP. I sincerely appreciate the professional manner in which they facilitate meetings.”
– IEP Team Member



TEAM ORIENTED. STUDENT FOCUSED.

Students with disabilities rely on their special education team to work together to create their education programs and to improve educational outcomes. It's a long-term, collaborative effort. The student's program improves when the team plans for best outcomes and manages disagreements with the student in mind.

A no-cost resource for special education support, service and solutions.

Special Education Mediation Services (SEMS) help students by fostering cooperation and effective teamwork among those who plan their education. The overall goal is to help students, parents and educators make decisions to improve educational outcomes.

Our services help all team members

TRAINING

IMPROVE COMMUNICATION

SEMS provides on-site workshops and materials to strengthen communication and collaboration skills to support productive relationships.

FACILITATION

MANAGE COMPLEX MEETINGS

SEMS' trained, neutral facilitators help manage special education meetings so participants can focus on issues, voice concerns and contribute ideas.

SEMS Supports:

- › IFSP (Individualized Family Service Plan) meetings for 0- to 3-year-olds
- › IEP (Individualized Education Program) meetings for 3- to 26-year-olds
- › MDR (Manifestation Determination Review) meetings in response to long-term suspension or expulsion decisions
- › RS (Resolution Session) meetings related to due process complaints



MEDIATION

RESOLVE DISAGREEMENTS

When disagreements arise, SEMS provides a safe, neutral environment for team members to explore options that meet student needs. In mediation, collaborative communication helps resolve a wide range of complex special education issues. A trained special education mediator guides parties through a process that has an 80 percent agreement rate. Free of charge.

FOR SERVICES:

Toll Free 833-543-7178
833-KIDS-1ST
Website Mikids1st.org

FOR PROGRAM INFORMATION:

Phone 517-334-0034
Fax 517-220-4181
Email info@Mikids1st.org



516 S. Creyts Road, Suite A
Lansing, MI 48917



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STATEMENT OF FUNDING

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STATEMENT OF COMPLIANCE WITH FEDERAL LAW

The Michigan Department of Education (MDE) complies with all federal laws and regulations prohibiting discrimination and with all requirements of the U.S. Department of Education (USED).



TRABAJANDO JUNTOS PARA QUE LOS ESTUDIANTES LOGREN SUS OBJETIVOS

Apoyo y Recursos para Equipos de
Educación Especial



Un programa de la Oficina de Educación Especial del
Departamento de Educación de Michigan

El apoyo del SEMS ayuda a miembros del equipo ...

- › Mejorar la comunicación bidireccional
- › Expresar sus ideas y ser escuchado
- › Entender los puntos de vista de cada uno
- › Enfocar conflictos de forma positiva
- › Participar en la toma de decisiones
- › Formar relaciones productivas
- › Hacer el mejor uso de reuniones cortas
- › Acelerar el servicio a los estudiantes
- › Resolver desacuerdos para beneficio de los estudiantes

... de modo que las reuniones se centren en los estudiantes.



“Los facilitadores de SEMS hicieron un trabajo excelente de mantener a todos en el IEP según lo planeado.

Aprecio sinceramente la forma profesional en que facilitan reuniones”.

– MIEMBRO DEL EQUIPO IEP



ORIENTADO AL EQUIPO. CONCENTRADO EN LOS ESTUDIANTES.

Los estudiantes con discapacidades confían en su equipo de educación especial para cooperar y crear sus programas de educación y mejorar los resultados educativos. Es un esfuerzo en colaboración a largo plazo. El programa del estudiante mejora cuando el equipo hace planes para obtener los mejores resultados y gestionar desacuerdos con el estudiante en mente.

Un recurso gratuito para asistencia, servicio y soluciones de educación especial.

Los Servicios de Mediación de Educación (SEMS) ayudan a los estudiantes fomentando la cooperación y el trabajo en equipo efectivo entre los que planifican su educación. El objetivo general es ayudar a los estudiantes, padres y educadores a tomar decisiones para mejorar los resultados educativos.

Nuestros servicios ayudan a todos los miembros del equipo

CAPACITACIÓN

MEJORAR LA COMUNICACIÓN

Los SEMS proporcionan talleres y materiales en el sitio para fortalecer destrezas de comunicación y colaboración para apoyar relaciones productivas.

FACILITACIÓN

GESTIONAR REUNIONES COMPLEJAS

Facilitadores neutrales capacitados de SEMS ayudan a gestionar reuniones de educación especial de modo que los participantes puedan concentrarse en problemas, expresar preocupaciones y contribuir con ideas.

Los SEMS apoyan lo siguiente:

- › Reuniones del IFSP (Plan de Servicio de Familias Individualizado) para niños de hasta 3 años
- › Reuniones del IEP (Programa de Educación Individualizado) para estudiantes de 3 a 26 años
- › Reuniones de MDR (Revisión de Determinación de Manifestación) como respuesta a decisiones de suspensión o expulsión a largo plazo
- › Reuniones de RS (sesión de resolución) relacionadas con quejas de debido proceso



MEDIACIÓN RESOLVER DESACUERDOS

Quando surgen desacuerdos, los SEMS proporcionan un entorno seguro y neutral para los miembros del equipo con el fin de explorar opciones que satisfagan las necesidades de los estudiantes. En la mediación, la comunicación en colaboración ayuda a resolver una amplia gama de temas de educación especiales complejos. Se dispone de un mediador de educación especial capacitado que guía a las partes por un proceso que tiene un índice de acuerdo del 80 por ciento. Gratuito.

PARA SERVICIOS

Gratuito 833-543-7178
833-KIDS-1ST
Sitio web Mikids1st.org

PARA OBTENER INFORMACIÓN DEL PROGRAMA:

Teléfono 517-334-0034
Fax 517-220-4181
Email info@Mikids1st.org



516 S. Creyts Road, Suite A
Lansing, MI 48917



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Gretchen Whitmer	Gobernador
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DECLARACIÓN DE CAPTACIÓN DE FONDOS

Este documento fue producido y distribuido a través de la Iniciativa Subvencionada de la Ley de Educación de Individuos con Discapacidades (IDEA), los Servicios de Mediación de Educación Especial (SEMS), otorgado por el Departamento de Educación de Michigan (MDE) a un costo de \$0.12 por folleto en marzo de 2020. Las opiniones aquí expresadas no reflejan necesariamente la posición o la política del MDE, el Consejo de Educación del Estado de Michigan (SBE), o el Departamento de Educación de EE.UU. (USED), y no se infiere ningún respaldo de ellas. Este documento está en el dominio público y puede copiarse para hacer una distribución adicional cuando se mencione su autoría. Para obtener información o hacer consultas adicionales sobre este proyecto, póngase en contacto con el Michigan Department of Education, Office of Special Education, P.O. Box 30008, Lansing, MI 48909, 517-373-0923.

DECLARACIÓN DE CUMPLIMIENTO DE LA LEY FEDERAL

El Departamento de Educación de Michigan (MDE) cumple con todas las leyes y reglamentos federales que prohíben la discriminación y con todos los requisitos y reglamentos del Departamento de Educación de EE.UU.

Marzo de 2020

Telework Agreement

THIS TELEWORK AGREEMENT (“Agreement”) is made and entered into as of the date this Agreement is fully executed below (“Effective Date”) by and between JACKSON-HILLSDALE COMMUNITY MENTAL HEALTH BOARD (“LifeWays” or “Agency”) and Michael Cupp (“Employee”) (collectively, “Parties”).

WHEREAS, telework work allows employees to work, during part or all of their regular working hours, at an approved worksite off the Agency’s premises (e.g., Employee’s home);

WHEREAS, the Agency considers telework work to be a viable alternative work arrangement in cases where an employee and job characteristics and performance history are well suited to such an arrangement; and

WHEREAS, the Employee believes that a telework work arrangement would add value to the Agency with minimal disruption.

NOW THEREFORE, in consideration for Employee’s continued employment and the foregoing recitals, the sufficiency and adequacy of which are hereby acknowledged and accepted, the Parties agree to the following terms and conditions:

A. Eligibility Requirements. To be eligible for a telework work arrangement, Employee must meet the following minimum performance requirements:

- Demonstrates good time-management skills by completing assignments on time as determined by the Agency;
- Meets the Agency’s standards for quality of work product;
- Communicates information fully and timely with leadership, coworkers, support staff and clients;
- Consistently meets or exceeds expectations in job performance evaluations;
- Any negative performance write-ups or disciplinary action may be taken into consideration;
- Completes the Addendum and receives a signed copy from LifeWays prior to working remotely; and
- Attends all required staff meetings in person (notwithstanding the foregoing, special exception requests may be made and granted at the sole discretion of LifeWays).

B. Telework Workspace Requirements. Employee affirms and attests that the proposed alternative work site identified on Addendum A (“Telework Work Site”) meets the following criteria, such that Employee may work remotely in a way that appears invisible to clients (such as avoiding personal cell phone email responses or other responses that do not contain a proper signature block or otherwise appear unprofessional), maintains confidentiality of business, and permits the Employee to focus on work-related responsibilities:

- A suitable workspace that is appropriately confidential, without posing risks to the security of data, networks, or client information;
- A space free from distractions and interruptions that may interfere with work (e.g. third parties will not be in the workspace);
- A safe workspace, free from hazards and other dangers to the employee and equipment;
- Install and maintain appropriate equipment at home which is dedicated to work;

- Enable a password-protected automatic screen saver or lock function with a short timeout period and separate login for Employee on any electronic device used for work purposes;
- Have password protected Wi-Fi at the telework location; and
- All work must be done by logging in remotely and shall not be stored or saved directly on any other electronic device, unless otherwise directed by the Agency.
- Employee will not leave the computer unattended without locking the workstation, and Employee will print documents that contain sensitive information only when required for business purposes. Paper information should be stored in a secure and locked location.
- If Employee's responsibilities include handling Protected Health Information (PHI), Employee will take precautions to ensure that it is handled confidentially and that it is not disclosed or otherwise made available to unintended third parties. Such measures shall include, but not be limited to, keeping information in sealed envelopes or closed briefcases. Shredding is required when disposing of PHI.
- The work area will have a door that can be closed or be located such that the employee cannot be overheard by any others in the household while working.

Employee must supply the following at the telework location:

- Electricity and grounded electrical outlets
- Separate formal work area (ergonomically correct)
- Proper lighting
- Chair with good back support (ergonomically correct)
- Other equipment as may be necessary to meet job requirements

Employee agrees not to work remotely from any location other than the Telework Work Site approved by the Agency in Addendum A.

C. Telework Work Supplies, Equipment, Technology and Expenses. Employee agrees to assume responsibility for any expenses for any supplies, equipment or technology needed to work remotely, unless otherwise provided for the employee by the Agency. The Agency will not reimburse Employee for such expenses. The following is a list of required supplies, equipment and technology, including some Agency property, all of which must be returned on the day following termination of the telework work arrangement:

- Agency provided computer/laptop
- Agency provided monitor (if needed)
- Agency provided docking station (if needed)
- Agency provided mouse (if needed)
- High-speed secure internet (300 Mbps or higher)
- Ethernet connectivity (preferred)
- Wired/Wireless Router
 - Password protected (complex passphrase)
 - 5G capability (preferred)
- VPN Access
- Office supplies
- Other equipment that employee may use at the Agency office that increases efficiency (e.g., other devices to the extent necessary to maintain efficiency)

D. Compensation. Employee's compensation, benefits, and work responsibilities will not change due to participation in the telework work arrangement.

E. Performance Expectations. Employee will be expected to meet the same performance standards and criteria as otherwise required. In addition, Employee agrees to meet the following performance expectations when working remotely:

- Keep Agency materials in the designated workspace, not accessible to others and have a locked office door to the extent confidential or client related work materials are brought home;
- Maintain connections with Employee's work group or team;
- Maintain active connections to the Agency's VPN, online video conferencing and instant messaging platforms;
- Be reachable via text message, telephone, and online video conferencing platform during agreed upon hours;
- When utilizing virtual participation cameras must be on;
- The employee should ensure that their attire is suitable when appearing on video and be cognizant of background and backdrops featured during meetings.
- Return calls and emails promptly, in a professional manner, and without distraction;
- Enable call forwarding so that clients are seamlessly connected to the Employee;
- Frequently check for any messages;
- Work in a productive nature similar to work that would otherwise be performed in the office and with minimal disruption to the Agency (e.g., simply reading materials and emails would not constitute productive work); and
- Maintain a distinct separation between work activities and personal activities.

F. Timekeeping. Employee agrees to accurately report time worked by:

- Completing a daily timesheet in the same manner as if the employee was in the office and uploading to the server by the end of the workday or as otherwise directed by the Agency;
- Complying with all other Agency timekeeping policies and procedures. For example, any meetings, personal appointments, or other "out of the office" scenarios should be noted on the Agency systems and calendar if fifteen (15) minutes or longer; and
- Identifying on the Agency systems and calendar all days on which Employee will be working remotely.

G. Monitoring. Monitoring procedures may be put in place during the telework work arrangement. Moreover, the Agency has the right to visit the Telework Work Site for purposes including but not limited to determining whether the site is safe and free from hazards; confirming that the Employee is working in accordance with the terms of this Agreement; and retrieving Agency-owned equipment, software, data or supplies.

Employee has no expectation of privacy in any message, file, image or data created, sent, retrieved or received while working remotely under this Agreement. The Agency has a right, but not the duty, to monitor, intercept and block any and all aspects of its computer systems, voice mail systems, and other common systems including, but not limited to, sites, instant messaging systems, chat groups, social media or news groups visited by the Employee, material downloaded or uploaded by the Employee, e-mails sent or received, voice mail messages, and phone logs. Upon request by the Agency, Employee must provide phone and/or data records for any electronic device used while working remotely under this Agreement. Such monitoring may occur at any time, without notice, and without the Employee's permission.

H. Approved Telework Work Schedule. Contingent on Employee's compliance with the terms and conditions of this Agreement, the Agency hereby approves Employee's request to work at the Telework Work Site and on the schedule ("Approved Telework Work Schedule") identified in Addendum A to this Agreement. Employee agrees that the Approved Telework Work Schedule does not change the

amount of time the Employee is expected to work per day or pay period. Employee shall not work remotely outside of the approved days, times and locations. Additionally, Employee may not work remotely while on paid time off (PTO) without prior written approval from the Agency.

All telework work arrangements are made on a case-by-case basis, focusing on the business and operational needs of the Agency. Telework Work is a privilege, not a right. The Approved Telework Work Schedule is subject to ongoing review based on all relevant requirements, expectations, and compliance with the terms and conditions of this Agreement.

I. Internet Access/Power Outages. If the Telework Work Site internet is not functioning properly, or there is a power outage, the Employee agrees to report to the office to complete their work day as feasible (as determined in the sole and absolute discretion of the Agency) or contact management to request approval to take the rest of the day off work. Any internet/power issues that are not related to the Agency must be resolved on personal time and will not be considered work expenses or hours worked.

J. Equipment & Telework Work Problems. Telework Work Site equipment and technology (e.g., computer, printer, internet) are not covered by the Agency or the Agency's Information Technology service, unless otherwise specified. Any cost, issues, service, or problems related to your Telework Work Site equipment and technology and that is not related to the Agency shall be handled personally by Employee and will not be considered work expenses or hours worked.

K. Liability. Employee will notify the Agency immediately of any equipment failure, breach of confidentiality or any damage or loss which may subject either party to any type of liability. The Telework Work Site workspace will be considered an extension of the Agency's workspace when used for working remotely. The Agency is not liable, however, to the fullest extent permitted by law, including but not limited to loss, destruction, or injury that may occur in or to the Employee or Telework Work Site that is unrelated to work or outside the Approved Telework Work Schedule. This includes family members, visitors, or others who may become injured within or around the Telework Work Site. Further, the Agency will not be liable for injuries or illnesses that occur at the Telework Work Site outside of the designated workspace, even if during the Approved Telework Work Schedule.

L. Dependent Care. Telework Work is not a substitute for dependent care. Employee will not be available during the Approved Telework Work Schedule to provide dependent care. This includes but is not limited to children, elderly, and/or pets.

M. Income Tax. Employee is responsible for determining any income tax implications of maintaining a home office area, if applicable. The Agency will not provide tax guidance or assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

N. Term/Termination of Agreement. The initial term of this Agreement is from 8/1/22 to 9/30/23 and then the Agency will re-evaluate and/or amend the Agreement. LifeWays has the right to deny telework work arrangements and terminate this Agreement at any time, with or without notice and for any reason or no reason at all. Employee may also request for the arrangement to be discontinued at any time.

O. Modification of Agreement. Both Parties must be responsive to change and should monitor the telework work arrangement to ensure that it continues to meet the needs of the Agency. Modifications to the Approved Telework Work Schedule may be necessary as a result of business necessity, upon Employee's request, or for other reasons. The process used to modify an Approved Telework Work Schedule should be just as carefully considered as when initiating one.

1. Irregular and/or Infrequent Modifications: When irregular and/or infrequent modifications to the Approved Telework Work Schedule are necessary, the terms and conditions of this Agreement will remain valid and enforceable without need for an addendum. Examples of instances that may potentially prompt irregular and/or infrequent modifications include but are not limited to:
 - Required or otherwise requested on-site presence (e.g., to attend meeting); and
 - Change in coverage or staffing needs.

2. Regular and/or Frequent Modifications: As circumstances, business needs, and job requirements evolve over time, more significant or regular modifications to the Approved Telework Work Schedule may become necessary. In such instances, the Parties shall sign an agreed upon revised addendum to this Agreement identifying the new telework work site and telework work schedule. Alternatively, the Parties may otherwise terminate this Agreement. Examples of instances that may potentially prompt regular or frequent modifications include:
 - Failure to meet business needs;
 - Change in employment status or job requirements;
 - Decrease in performance rating, below the acceptable level; and
 - Receipt of negative client or co-worker feedback.

Nothing in this section should be interpreted as abrogating the Agency's right to refuse telework work arrangements and terminate this Agreement.

P. Default. Any breach of any term or provision of this Agreement by Employee, or failure by Employee to fully observe and/or perform the obligations contained in this Agreement, whether threatened or actual, shall be deemed a default hereunder. In the event of such default, the Agency shall have no further obligation to Employee under this Agreement and the Agency may pursue any remedy which may be available hereunder at law or in equity. In the event of such a default by Employee hereunder, in addition to any other remedies which may be available hereunder to the Agency, Employee shall be responsible for all costs and attorney fees of the Agency incurred as a result of such default, or with the enforcement of this Agreement.

Q. Entire Agreement. This Agreement and related Addendum(s) represent the entire agreement between the Parties pertaining to working remotely and supersede and cancel any prior or contemporaneous arrangements pertaining to working remotely, whether written or oral by and between the Parties. This Agreement cannot be modified except in writing signed by the Parties or as otherwise provided herein.

R. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to conflict of law principles. In the event any dispute arises between the Parties hereto, the exclusive jurisdiction and venue for resolution and settlement thereof shall be in either Jackson or Hillsdale County, Michigan, U.S.A, as applicable. The Parties waive any and all defenses, and hereby consent to the exclusive jurisdiction and venue of Jackson or Hillsdale County, Michigan, U.S.A, as applicable.

S. Acknowledgement. EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT WORKING REMOTELY UNDER THIS AGREEMENT IS NOT AN AGENCY-WIDE BENEFIT AND IT IN NO WAY CHANGES THE TERMS AND CONDITIONS OF EMPLOYMENT WITH THE AGENCY, INCLUDING BUT NOT LIMITED TO AT-WILL EMPLOYMENT, DUTIES, RESPONSIBILITIES, BENEFITS, SALARY. EMPLOYEE FURTHER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND CONSEQUENCES AND THAT

THE ONLY PROMISES MADE TO THE EMPLOYEE TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT.

“Employee”

“Agency”

**JACKSON-HILLSDALE COMMUNITY
MENTAL HEALTH BOARD**

Print Name: _____

Dated: _____, 20 _____

By: _____

Its: _____

Dated: _____, 20 _____

TELEWORK AGREEMENT – ADDENDUM A

THIS ADDENDUM (“Addendum”) is made and entered into as of the date this Addendum is fully executed below (“Effective Date”) by and between JACKSON-HILLSDALE COMMUNITY MENTAL HEALTH BOARD (“LifeWays” or “Agency”) and Michael Cupp (“Employee”).

Contingent on Employee’s compliance with the terms and conditions of the Telework Agreement, LifeWays hereby approves Employee’s request to work at the telework location and on the schedule identified below:

Telework Work Site. The workspace at which Employee will be remotely working is located at:

Description of workspace: _____

.

Employee hereby confirms that all necessary office supplies, equipment and technology are available at the Telework Work Site.

Employee has an affirmative duty, without request from LifeWays, to provide timely updates regarding any changes in the devices and equipment available at the Telework Work Site.

Approved Telework Work Schedule.

The employee is approved to work remotely:

- Occasionally – no regular telework work schedule
- On a regular telework work schedule – flex schedule
- On a regular telework work schedule – detailed below

The employee is scheduled to work remotely the following days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The employee’s core hours on telework workdays when they are available to coworkers are:

8a to 5p

Describe any additional or alternative work arrangement:

“Employee”

“Agency”

**JACKSON-HILLSDALE COMMUNITY
MENTAL HEALTH BOARD**

By: _____

Print Name: _____

Its: _____

Dated: _____, 20____

Dated: _____, 20____