

Washtenaw Educational Options Consortium (WEOC) Policies

1) Accrued Days

- a) The WEOC acknowledges the unique employment circumstance of many WEOC employees who have been employed through WEOC districts and as such have accrued leave days associated with their previous employer.
- b) Professionals previously employed by participating consortium districts can “Roll In” a proportion of their unused accrued days. The number of days cannot exceed 20 accrued days. These “rolled in days” can be used as Paid Time Off (PTO) days.
- c) Program directors can restrict a Professional’s use of “Rolled In” PTO days based on program need and instructional requirements of the program.
- d) Professionals can use no more than five (5) “Roll In” PTO days per contract year. Individual program directors can approve the use of more than five (5) days in any contract year.
- e) There will be no compensation for “Rolled In” accrued days upon termination, or retirement.

2) Paid Time Off Days

- a) General Policy:
 - i) The WEOC board recognizes the importance of providing the flexibility to attend to personal matters for themselves and others. In support of this area of need, the WEOC board approves the creation of Paid Time Off days for its employees as defined below.
 - ii) Each WEOC program relies on the expertise of its employees to function. Therefore, any decisions about leave time, whether Paid Time Off, professional development, snow day, or other activity, must take into account the principle of minimal disruption to the educational environment.
 - iii) Communication and planning is necessary for any leave time to be minimally disruptive. Therefore, the program director/principal must be informed in a timely fashion of any absence beyond that of one day, and must approve any leave time in excess of 5 consecutive days. (See paragraph d, below)
 - iv) Except as described in paragraph d, this policy does not apply to any “Roll In” days accrued by WEOC employees as part of the transition from individual district employment to employment with WEOC. This remains a separate bank from which employees may draw, with no monetary compensation for unused days upon termination of WEOC employment.
 - v) Establishment of a Disability Transition Bank begins once an employee’s Paid Time Off Bank is maximized. (See paragraphs c and e, below)
- b) Paid Time Off (PTO) Days:

- i) Current WEOC employees (defined as individuals who are actively employed by WEOC on June 30, 2015) receive on a yearly basis PTO days equal to 7% of their work calendar days (the applicable number of work days is stated in each employee's contract).
 - ii) If a WEOC employee has not used all of his or her PTO days at the end of the contracted year, that employee may elect to do one or a combination of the following:
 - 1. Carry-over no more than 50% of their total annual PTO days into the following contract year as additional PTO days.
 - 2. Deposit any or all eligible unused PTO days into their PTO Bank, subject to the limitations described in paragraph d).
 - 3. If an employee fails to make an election as described in this section, all unused PTO days will be deposited into the employee's PTO Bank, subject to the limitations described in paragraph d).
 - 4. Any eligible unused PTO days that remain after depositing excess days into the WEOC employee's PTO Bank, or designated as "carry-over" PTO days will be added to the employee's Disability Transition Bank.
 - iii) New WEOC employees (defined as employees whose first contract for employment with WEOC begins on or after July 1st of the fiscal year) are entitled to the equivalent of one year of PTO days upon hire.
- c) Paid Time Off Bank ("PTO Bank"):
- i) The number of PTO Bank days is capped at 30.
 - ii) Unused PTO Bank or other unused PTO days are not compensated when an employee leaves the employ of WEOC.
- d) Requests for use of PTO for periods longer than 5 consecutive days:
- i) Any request for leave time in excess of 5 consecutive work days should be made to the program director/principal with as much notice as practicable to plan for possible disruptions to the educational environment.
 - ii) In general, absences during instructional days should be limited to the following reasons:
 - 1. Maternity Leave (including adoption)
 - 2. Paternity Leave (including adoption)
 - 3. Illness
 - 4. Extenuating healthcare needs of employee/family members
 - 5. Bereavement
 - 6. Other reasons approved by program director/principal
 - iii) The program director/principal should not unreasonably withhold approval of leave during non-instructional days, regardless of the reason.
- e) Disability Transition Bank:

- i) Upon accumulation of the maximum PTO Bank days, any remaining days will be automatically deposited into the Disability Transition bank.
 - ii) The number of Disability Transition Bank days is capped at 30.
 - iii) Unused Disability Bank days are not compensated when an employee leaves the employ of WEOC.
 - iv) Disability Bank days must be exhausted before short term disability benefits take effect.
- f) Partial days:

The smallest increment in which a PTO day can be used is .5 days.

g) Effective Dates:

- i) The revised WEOC PTO policy will go into effect starting with the contract year beginning July 1, 2015. The current PTO policy will remain in effect through June 30, 2015. Program directors/principals have the authority to work individually with WEOC staff members on the use of their current PTO days for FY 2015.
- ii) This WEOC Policy on Paid Time Off shall be in effect for the duration of the contract year beginning July 15, 2015, and thereafter. To the extent that any proposed changes to this policy affect accrued PTO, either regular PTO Banked PTO, or Roll-in Days, WEOC employees through the Program Quality Committee (commonly referred to as WEOC Administration and Faculty Human Resources Committee) shall be given 60 days notice of the proposed policy, and an opportunity to provide input before it is submitted to the Joint Steering Committee.

3) Professional Development

- a) It is the Policy of the WEOC to provide assistance and support to staff employees to increase the effectiveness of their performance in their present WEOC positions, as well as to encourage employees to obtain skills, knowledge, and abilities, which may improve their opportunities for career advancement within the WEOC.
- b) This Policy stems from the view that professional development and continuous learning are necessary to maintain the quality of the WEOC staff and their continued readiness and ability to contribute effectively to the mission and goals of the WEOC.
- c) Eligibility:
All WEOC employees are eligible for the benefits provided by this Policy for career-related and educational enrichment programs.
- d) Scope:
 - i) For purposes of this Policy, professional development programs and activities may include but are not limited to: opportunities for on-the-job training, cross-training, coaching, internships, attendance at courses, seminars, conferences, institutes, lectures, meetings, workshops, and participation in professional and technical associations.
 - ii) To facilitate an employee's participation in professional development activities,

the individual's direct supervisor may approve: flexible work options such as alternate work schedules, or a period of paid or unpaid leave.

e) Guidelines for Time Spent in Professional Development:

i) The amount of time spent on professional development programs will vary with the individual employee with the general expectation that the professional development activity be tied to the individual's professional development plan as documented in the employee's annual review. The amount of leave to be granted depends upon the specific developmental activity. As a guideline, WEOC employees may be granted 2.5% of their working day calendar for professional development days per each WEOC Program, or approximately:

- ECA: 5 professional development days
- W.A.V.E: 6 professional development days
- WIHS: 5 professional development days

f) Responsibilities

i) Employees

- Have the primary responsibility for their own professional development.
- Inform their supervisors within a reasonable time frame their intent to participate in a professional development activity.
- Make professional development interests known to their supervisors via individual professional development plans.
- Initiate requests to participate in professional development activities relevant to the development goals identified jointly with their supervisors through the annual evaluation process.
- Attend and participate in development activities as approved or required by their supervisors.

ii) Program Directors/Principals

- Approve/deny development requests of employees in consultation with supervisors.
- Consider employee development in budgetary planning.
- Ensure that performance appraisals of employees include a discussion of educational and development objectives as appropriate and individual professional development plans are included in the employee's yearly evaluation.
- Assess WEOC program professional development needs and, based on availability of resources, sponsor appropriate professional development activities.

4) Paid Holidays

a) WEOC observes the following holidays:

- i) Thanksgiving (2 days, Thursday – Friday of Thanksgiving week)
- ii) Christmas (2 days December 24th and December 25th)

- iii) News Year's Day (1)
- iv) Labor Day (1)
- v) Memorial Day (1)
- vi) 4th of July (1)
- b) Christmas Days. The WEOC Executive Director shall determine alternate dates if holiday should fall on a weekend.
- c) New Year's Day. The WEOC Executive Director shall determine alternate date if holiday should fall on a weekend.

5) School Calendar

- a) School/Program academic calendar will differ by consortium program and will align with the number of work days required of the instructional staff to meet the program goals and expectations within each program.

6) Jury Duty

- a) The WEOC supports the employees right to carry out his/her civic responsibility through jury duty.
- b) An employee shall be given leave when required to serve on a jury. The employee will not be penalized in loss of PTO days, or other benefits for absences in such service providing a statement from the court, certifying the days of service, is filed with the WEOC executive director.

7) Military Leave

- a) WEOC Professionals in the Armed Forces Reserves or National Guard who are called to active duty are placed on Military Service Leave. Under the Uniform Services Employment and Reemployment Rights Act (USERRA), Military Service Leave is treated the same as any unpaid leave of absence.

8) Unpaid Leave of Absence

- a) WEOC recognizes that an employee may have a need to be excused from work in order to attend to personal situations beyond their control and thus employees are eligible for unpaid leave of absence. All requests for an unpaid leave of absence will be determined on an individual basis and must be approved by the WEOC committee, WEOC Executive Director and WEOC Program Director.

9) Pre-Employment Physicals and Testing

- a) Professionals currently working in the WEOC programs who have completed the pre-employment physical and testing are exempt from pre-employment physicals.
- b) New employees of the WEOC who have not completed the pre-employment physical and testing per fiscal agent practice as of July 1, 2013 are required to complete the WEOC pre-employment physical and testing per fiscal agent practice prior to employment. All pre-employment physicals and testing must be completed by September 15, 2013.

10) Criminal Background Checks

- a) WEOC believes that hiring qualified individuals to fill positions contributes to

the overall strategic success of the WEOC. Criminal background checks are conducted as a means of promoting a safe work environment for students and staff within the WEOC.

- b) The WEOC will ensure that all background checks are held in compliance with all federal and state statutes.
- c) All employees are responsible for the costs of their criminal background checks.
- d) WEOC shall perform ICHAT (Internet Criminal History Access Tool) background checks on Supervised or Unsupervised volunteers having regular (unsupervised) contact with students.
- e) Definitions:
 - i) Volunteer: any university or community volunteer or parent who works with students in either a supervised or unsupervised capacity.
 - ii) Regular contact: activities involving unsupervised contact with students (i.e. coaches, overnight field trip volunteers, reading tutors, noon hour volunteers, PTO event coordinators --- any volunteer who would be alone with a student at any time is considered having "regular" contact.

11) Nondiscrimination and Equal Employment Opportunity

- a) The WEOC does not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation, or any legally protected characteristic, in its programs and activities, including employment opportunities.
- b) It will be the responsibility of the WEOC Executive Director to ensure that Federal and State regulations are complied with, and that any inquiries or complaints are dealt with promptly in accordance with law. The WEOC Executive Director shall also ensure that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 is provided to students, their parents, staff members, and the general public. Any sections of the WEOC's agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the statement above. In addition, any gender---specific terms should be eliminated from such contracts.

M.C.L.A. 37.2101 et seq., 37.1101 et seq. 20 U.S.C. 1681 et seq., Title IX of the Education Amendment of 1972 29 U.S.C. 623 et seq., Age Discrimination in Employment Act of 1967 29 U.S.C. 701 et seq., Rehabilitation Act of 1973 42 U.S.C, 1981 etc. 42

U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990 42 U.S.C, 12112, The Americans with Disabilities Act of 1990 42 U.S.C. 2000 et seq., Civil Rights Act of 1964 42 U.S.C 2000ff et seq., The Genetic Information Nondiscrimination Act of 2008 U.S. Const. Amend. XIV § 1 29 C.F.R. Part 1635

12) Nondiscrimination Based On Genetic Information of the Employee

- a) The WEOC prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The WEOC also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his or her genetic information is also prohibited. Likewise, retaliation against an

applicant or employee for engaging in protected activity is prohibited.

- b) In accordance with the Genetic Information Nondiscrimination Act (GINA), the WEOC shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the WEOC's application process.
- c) "Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.
- d) If the WEOC either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment or a medical provider it shall be treated as a confidential medical record in accordance with law.
- e) The WEOC Executive Director shall ensure the WEOC's compliance with Federal regulations and shall ensure that any inquiries or complaints are promptly addressed. The Executive Director shall also ensure that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all WEOC requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:
- f) The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the WEOC, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family

member receiving assistive reproductive services.

29 C.F.R. Part 1630 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended 34 C.F.R. Part 104 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended.

13) Section 504/ADA; Prohibition Against Disability Discrimination In Employment (Non-discrimination Policy)

- a) The WEOC prohibits discrimination against any employee or applicant based upon his or her disability. As such, the WEOC will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The WEOC further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the WEOC will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.
- b) Disability
 - i) "An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.
 - ii) Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working. Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.
 - iii) An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.
 - iv) The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.
 - v) A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the

employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

c) Reasonable Accommodation

- i) The WEOC will provide a reasonable accommodation to a qualified individual who has an identified disability or who has a record of an identified disability, unless the accommodation would impose an undue hardship on the operation of the WEOC's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

d) Compliance Officer

- i) The Executive Director of the WEOC shall be designated as the WEOC Section 504 Compliance Officer/ADA Coordinator ("WEOC Compliance Officer").
- ii) The WEOC Compliance Officer is responsible for coordinating the WEOC's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended (ADA). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the WEOC Compliance Officer.
- iii) The WEOC Compliance Officer will oversee the investigation of any complaints of discrimination based on disability, and will attempt to resolve such complaints. The WEOC will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

e) Training

- i) The WEOC Compliance Officer will also oversee the training of employees in the WEOC so that all employees understand their rights and responsibilities under Section 504 and the ADA.
- ii) The WEOC will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

f) Facilities

- i) No qualified person with a disability will, because the WEOC's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.
- ii) For facilities constructed or altered after June 3, 1977, the WEOC will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the WEOC is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

g) Notice

- i) Notice of the WEOC's policy on nondiscrimination in employment practices and

the identity of the WEOC's Compliance Officer will be posted at each WEOC program facility.

14) Teacher Placement

- a) The WEOC considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students and in providing quality educational services.
- b) For purposes of this policy, the term "teacher" shall refer to those employees of the WEOC whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 et seq. The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on---staff teachers. Those placement decisions are delegated to each Program Director, and approved by the Executive Director of WEOC.
- c) Teacher placement decisions shall be guided by the following standards:
 - i) These decisions will be premised on staffing the established curriculum with the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, grades and departments.
 - ii) All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by provisions of the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
 - iii) In addition to certification and qualifications, teacher placement decisions shall be made on the basis of teacher effectiveness, as determined through the teacher effectiveness criteria established in Section 1248 of the Revised School Code.

M.C.L. 38.71 et seq., 380.11a, 380.601a, 380.1233, 388.1763, 423.215

15) Teacher Misconduct/Discipline

- a) The WEOC believes that addressing teacher misconduct and other inappropriate behavior is a critical ingredient in furthering an effective educational environment and in providing quality educational services necessary for the attainment of successful educational outcomes for students.
- b) The WEOC Executive Director and Program Directors shall promptly investigate and take appropriate action, which may include dismissal, to address allegations of teacher misconduct.

16) Teacher Evaluation

- a) The WEOC, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, the WEOC Executive Director, in conjunction with each Program Director/Principal and program staff, shall establish and implement a process of teacher evaluation and personnel assessment consistent with State law. Such process shall be approved and implemented no later than

August 31, 2014.

M.C.L. 380.1248, 380.1249, 38.71 et seq.

17) Executive Director and Program Director Evaluation

- a) The WEOC, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, the WEOC Joint Steering Committee or WEOC personnel sub-committee, in conjunction with the WEOC Executive Director shall establish and implement a process of administrator evaluation and personnel assessment consistent with State law. Such process shall be approved and implemented no later than June 30, 2014.

18) Anti-Harassment

- a) The WEOC is committed to providing all employees with a safe and supportive working environment in which all members of the WEOC community are treated with respect. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including, but not limited to, harassment. Therefore, the WEOC expects that all relationships among persons in the workplace will be business-like, professional and free of bias, prejudice and harassment. The WEOC prohibits harassment of its employees based on any characteristic protected by federal, state or local law.
- b) The Executive Director of the WEOC will investigate all allegations of harassment, and in those cases where unlawful harassment is substantiated, the WEOC will take immediate steps to end the harassment. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.
- c) For purposes of this policy, "WEOC community" means students, administrators, teachers, staff, and all other school personnel, including WEOC members, agents, volunteers, contractors, or other persons subject to the control and supervision of the WEOC.
- d) For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on WEOC property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the WEOC, and other individuals who come in contact with members of the WEOC community at school-related events/activities (whether on or off WEOC property).

19) Family and Medical Leave

- a. WEOC will comply with the Family and Medical Leave Act implementing Regulations as revised effective February 2013. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in administrative offices of each WEOC program.
- b. Basic Leave Entitlement

- i. The WEOC Family and Medical Leave Policy allows eligible employees to take up to twelve (12) work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employees' newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to twelve (12) work weeks of unpaid leave for military exigencies, and up to a total of twenty-six (26) work weeks of unpaid leave to care for a covered military service member.
- ii. Additional information and forms relating to Family and Medical Leaves are available from the Human Resources Department.

c. Definitions

- i. "Leave Year". The WEOC has selected the twelve (12) month rolling backwards period method for determining the twelve (12) month period for non-military related leave. The twelve (12) month rolling period is calculated backwards from the date the requested leave commences. This method determines FMLA leave entitlement based upon how much FMLA leave an employee has taken the preceding twelve (12) months, measured backwards from the date the leave is to commence.
- ii. For "Military Caregiver Leave," the leave period begins the first day the leave begins, regardless of past non-military leave taken and regardless of the leave period for other FMLA qualifying leave.
- iii. "Spouse" means a husband or wife, and may include unmarried domestic partners. If both spouses work for the WEOC, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. The aggregated amount of leave in a twelve (12) month period is twenty-six (26) weeks in situations where the leave is based on the care for a covered service member.
- iv. "Parent" means biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the employee when the employee was a child.
- v. "Child" means a son or daughter under the age of eighteen (18), or eighteen (18) or older who is incapable of self-care due to mental or physical disability. Employees who are in loco parentis include those with day-to-day responsibility for care and who financially supports the "child", A biological or legal relationship is not necessary.
- vi. "Next of Kin of a Covered Service Member" means the nearest blood relative other than a spouse, parent, son, or daughter in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.
- vii. "Military Family Leave" means either "Military Caregiver Leave"

or "Qualifying Exigency" Leave as set forth below:

viii) "Military Caregiver Leave" An eligible employee may take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. According to the NDAA 2010 Amendments, an employee may also take leave in order to care for a family member who aggravated a pre-existing injury while in the line of duty on Active Duty in the Armed Forces.

- ix) "Qualifying Exigency Leave." An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Forces, including National Guard and Reserves may also use their twelve (12) week leave entitlement to address certain qualifying exigencies. Any member of the Armed Forces who is deployed or called to active duty to a foreign country is covered. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven (7) days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five (5) days for each instance), (7) post-deployment activities occurring within ninety (90) days following the termination of active duty status, and (8) additional activities arising from the sendee member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.
- x) "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
- (1) inpatient care (an overnight stay);
 - (2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;
 - (3) "Continuing treatment" by a healthcare provider must involve a period of incapacity of more than three (3) full consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that also involves either: (a) treatment of two (2) or more times within thirty (30) days of the first day of incapacity by a healthcare provider; or (b) treatment on at least one (1) occasion by a healthcare provider which results in a "regimen of continuing treatment under the supervision of a healthcare provider." (e. g. a course of prescription drugs, physical therapy). The first (or only) in-person treatment visit to the healthcare provider must occur within seven (7) days of the first day of incapacity.
 - (4) a period of incapacity from work due to pregnancy or for prenatal care;
 - (5) a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy,

cancer); or

- (6) a period of absence to receive multiple treatments by a health care provider for a non---chronic condition that, if left untreated, could result in a period of incapacity of more than three (3) consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer).
- (7) Unless complications arise, the common cold, flu, upset stomach, headache, routine dental problems and cosmetic treatments do not meet the definition of "serious health condition."
- xi) "Instructional Employee" means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition includes auxiliary personnel such as counselors, teacher assistants, aides, psychologists, social workers, and non-instructional support personnel.

d. General

- i. An employee who has worked at least 1,250 hours during the twelve (12) month period before commencement of the leave is eligible for FMLA leave after having completed at least twelve (12) months of service, including previous service with the WEOC up to seven (7) years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the twelve (12) month period, unless otherwise provided by a collective bargaining agreement.
- ii. Eligible employees may use FMLA leave for one or more of the following reasons:
- iii. the birth of a child and care for a newborn;
- iv. the care for a newly adopted child or child recently placed in an employee's home for foster care;
- v. to care for a spouse, child (who is less than age eighteen (18) or eighteen (18) but incapable of self-care) or a parent (but not parent of in-law) who has a serious health condition;
- vi. an employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job;
- vii. to address certain qualifying exigencies or caregiving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
- viii. An eligible employee may take up to twelve (12) weeks unpaid leave during any twelve (12) month period for a purpose which qualifies for a leave under FMLA policy. As identified under "Definitions" F.I., an eligible employee may take up to twenty-six (26) weeks "Military Caregiver Leave" measured from the first day the military related leave commences during a single twelve (12) month period. An eligible part-time employee is entitled to leave on a prorata basis.
- ix. If spouses are both employed by the WEOC and both are eligible for FMLA leave, spouses may take up to a combined total of twelve (12) weeks of leave for the birth and care of a newborn child, the placement of a child in the

spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take four (4) weeks to care for a newborn child, each spouse will have eight (8) weeks remaining within the twelve (12) month period to use for other kinds of FMLA leaves, if necessary.

e. Notice by Employee

i. The employee shall give notice for FMLA leave according to the following:

1. When the need for FMLA is foreseeable (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) thirty (30) days notice is required. If the employee fails to give thirty (30) days notice with no reasonable excuse, the WEOC reserves the right to delay the employee's FMLA leave until at least thirty (30) days after the leave request is made.
2. When the need for FMLA leave is unexpected, absent unusual circumstances, the employee must provide notice to the employer either the same business day or the next business day after the employee learns of the need for the FMLA leave.
3. With respect to both foreseeable and unexpected leave, employees must comply with WEOC policies, work rules, collective bargaining provisions, and customary time off or call-in notice procedures.
4. At the time of requesting leave from work, the employee is required to complete WEOC approved forms for leave utilization. The WEOC will provide a copy of this policy and WEOC approved forms which advises the employee of his or her FMLA rights and responsibilities. When any leave from work is requested, the WEOC will inquire about the circumstances to determine if the requested leave appears to qualify as FMLA leave. Any leave request determined by the WEOC to qualify as FMLA leave will be credited against the employee's FMLA leave for the twelve (12) month period described under "Definitions" B. of this policy.

f. WEOC Notification of FMLA Leave

- i. Once the WEOC receives sufficient notice that leave qualifies for FMLA leave, the WEOC will (within five (5) business days, absent extenuating circumstances) notify the employee, in writing, whether the employee is eligible for leave.

g. Substitution of Paid Leave Time

- i. Although FMLA leave is unpaid, there are several ways in which the WEOC's policies regarding Paid Time Off (PTO) days may operate in conjunction with certain kinds of FMLA leaves to provide the employee some income during the leave. If paid leave is available, and applicable, it shall run concurrently with the FMLA leave.

- ii. Use of earned and/or accrued paid time off. When leave from work qualifies as FMLA leave is taken, an employee must first concurrently exhaust earned and/or accrued paid time off which will be credited against the FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the WEOC may require that the employee first concurrently apply that leave time to his or her FMLA leave until the earned or accrued paid leave time is exhausted. The WEOC may also require that any earned or accrued paid vacation or personal/sick leave be exhausted concurrently with the FMLA leave before the unpaid portion of the FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis. An employee may also use applicable accumulated paid leave off during FMLA leave.
- h. Medical Certification
- i. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.
 - i. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Human Resources Department when the employee notifies the WEOC of the need for the leave. Employees must provide the requested medical certification within fifteen (15) days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied. Failure or refusal to provide requested medical certification within fifteen (15) days may result in discipline up to and including discharge.
 - j. After an employee submits the required medical certification, the WEOC may require, at its option and expense that a medical certification be obtained from a healthcare provider of the WEOC's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the WEOC may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.
 - k. The WEOC may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
 - l. The WEOC may request recertification no more often than every thirty (30) days and only in connection with the absence by the employee, unless paragraphs b or c below apply.

- m. If the initial medical certification indicates that the minimum duration of the condition is more than thirty (30) days, the WEOC will wait until the minimum duration expires or six (6) months, whichever is less, before requesting a recertification, unless paragraph c.iii applies.
- n. The WEOC may request recertification in less than thirty (30) days if:
 - i. an employee requests an extension of leave;
 - ii. circumstances described by the previous certification have changed significantly; or
 - iii. the WEOC receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.
 - iv. The employee must provide the requested recertification to the WEOC within fifteen (15) calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts. The WEOC may ask for the same information as that permitted for the original certification. The employee has the same obligations to participate and cooperate in the recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense unless the WEOC provides otherwise (e.g., WEOC policy or collective bargaining agreement).
- o. Intermittent/Reduced Leave Schedule
 - i. If an employee requests intermittent leave or a reduced leave schedule, the WEOC may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the WEOC and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the WEOC's operations. The employee should meet with the WEOC before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the WEOC may, in certain instances, require an employee to attempt to reschedule treatment.
 - ii. The WEOC may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The WEOC may also transfer the employee to a part-time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the WEOC will continue group health benefits on the same basis as provided for fulltime employees until the twelve (12) (or twenty-six (26) weeks for the care of a covered service member) weeks of FMLA leave are used.
 - iii. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. Employees on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent

leave.

- iv. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than twenty percent (20%) of the total number of working days over the leave period, the WEOC may require the instructional employee to choose either to:
 - 1. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - 2. transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

p. Benefits

- i. During the period of an approved FMLA leave, the WEOC will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than thirty (30) days late. If the employee's premiums are in arrears, the WEOC will provide the employee at least fifteen (15) days written notice that coverage will be dropped prior to cancelling coverage.
- ii. Except as required under COBRA, the WEOC's obligation to maintain health benefit premium contributions for an employee on FMLA leave ceases when:
 - 1. the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force);
 - 2. when the employee advises the WEOC of his/her intent not to return from leave; or
 - 3. when the FMLA leave expires and the employee has not returned from leave.
- iii. Employee contributions will be required either through payroll deduction or by direct payment to the WEOC. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.
- iv. If the WEOC remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the WEOC for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid leave for reasons other than (a) the continuation, recurrence, or onset

of a serious health condition of the employee or a covered family member, or (b) circumstances beyond the employee's control, the WEOC may seek reimbursement from the employee for the portion of the premiums paid by the WEOC on behalf of that employee (also known as the "employer contribution") during the leave period, excluding the period where the WEOC or the employee has substituted paid leave for FMLA leave.

- v. An employee is not entitled to seniority or benefits accrual (e.g., holidays, vacations) during the unpaid leave, unless otherwise specified by the collective bargaining agreement or individual employment contract. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

q. Disability Plans and FMLA Leave

- i. Workers' Compensation Leave. If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, leave from the job for which the employee receives workers' compensation payments will be considered FMLA leave. The employer and employee may agree to have paid leave supplement worker's compensation benefits, i.e., where worker's disability compensation benefits provide replacement income for only a portion of the employee's salary.
- ii. Disability Plan Leave. The WEOC may designate any employer sponsored disability plan leave as FMLA leave.

r. Return to Work

- i. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- ii. If an instructional employee (i.e., a person whose principle function is to teach and instruct students in a class, a small group or an individual setting) begins FMLA leave more than five (5) weeks before the end of a semester, the WEOC may require that the leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the instructional employee would return to work during the three (3) week period before the conclusion of the semester.
- iii. If an instructional employee begins FMLA leave (other than for the instructional employee's own serious health condition) during the five (5) week period before the end of a semester, the WEOC may require that leave be taken until the end of the semester if the instructional employee would return to work during the two (2) week period immediately before the end of the semester and if the leave period is to last more than two (2) weeks.
- iv. If an instructional employee begins FMLA leave (other than for the instructional employee's own serious health condition) during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the WEOC may require the instructional employee to take leave until the end of the semester.
- v. Fitness-for-Duty Certification. An employee shall submit a written statement from

a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with WEOC policy or collective bargaining agreement. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the WEOC may require the employee to provide a fitness-for-duty certification up to once every thirty (30) days before s/he may return to work.

s. Key Employees

- i. Definition. A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid ten percent (10%) of WEOC employees.
- ii. Job Restoration. While the WEOC will not deny FMLA leave to an eligible key employee, the WEOC may deny job restoration to a key employee when the restoration to employment will cause the WEOC substantial and grievous economic injury or substantial, long-term economic injury.
- iii. Qualifications. Each employee who is designated as a "key" employee will be notified of that fact when s/he requests FMLA leave or at the commencement of such leave, whichever occurs first; or if the notice cannot be given then because of the need to determine whether the employee is a key employee, as soon thereafter as practical.
- iv. In any situation in which the WEOC determines that it will deny restoration or employment to a key employee, the WEOC will issue a hand-delivered or certified letter to the key employee explaining the finding that the required injury to the WEOC exists. Additionally, the WEOC will inform the key employee of the potential consequences with respect to reinstatement and maintenance of health benefits should employment restoration be denied. When practical, the WEOC will communicate this determination before the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already begun, the key employee will be provided a reasonable time in which to return to work after being notified of the WEOC's intention -- the decision cannot be made until the employee seeks to return to deny reinstatement.
- v. Timelines. If a key employee does not return to work in response to the WEOC's notification of its decision to deny restoration of employment, the WEOC will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the WEOC will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice that she or he no longer wishes to return to work or until the WEOC denies reinstatement at the end of the leave. The key employee has the right, at the end of the FMLA leave, to request reinstatement and the WEOC will reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time.
- vi. If the WEOC again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his or her reinstatement to employment. If the WEOC finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

t. Failure to Return from Leave

An employee's failure to return to work upon expiration of FMLA leave will subject the employee to termination unless an extension is granted, as required by law or under a collective bargaining agreement. An employee, who requests an extension of FMLA leave due to the continuation, recurrence, or onset of his or her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a written request for an extension to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required to support any request for leave extension.

- u. All provisions of this policy shall prevail except as modified by, or as may be inconsistent with, any applicable collective bargaining agreement between the WEOC and any labor organization having exclusive representation rights in a defined bargaining unit of WEOC employees. To the extent that this policy conflicts with the terms of such collective bargaining agreement(s), those agreement(s) shall prevail to the extent of such conflict or inconsistency where the contract provides greater rights to the employee than are otherwise secured through the FMLA.
- v. Failure to Adhere to the Family and Medical Leave Policy
- w. Employees are expected to review and adhere to this policy. Failure to follow this policy may result in the delay or denial of approved leave. Fraudulent submission of a medical leave request or documentation may result in discipline up to and including the discharge.

29 U.S.C. 2601 et seq., Family and Medical Leave Act of 1993 as amended 29 C.F.R. Part 825 (1998) National Defense Authorization Act for FY 2008, Pub. L. no. 110---118

20) Disposal of WEOC Property

- a. The Executive Director shall have the authority to approve the disposal of property (materials, equipment, furnishings, et al) having a market value of 5,000.00 or less. The WEOC Joint Steering Committee shall approve all proceedings involving the disposal of property with a market value of more than \$5,000.00.
- b. The person in charge of each facility or program shall be responsible for the identification of property which is no longer needed for the proper operation of the program, or WEOC. Each program director will develop a plan for the proper disposal of such obsolete, or surplus property. The plan shall be submitted to the Executive Director who shall approve or disapprove the plan. S/He has the responsibility to ensure the plan meets all requirements of State law, administrative guidelines of the Department of Education, administrative guidelines of all agencies which may have an interest in the property, and the intent of the Board in disposing of WEOC property. A record is to be maintained of all property disposed of under the provisions of this administrative guideline, including the fair market value of the property

21) Tuition Repayment to WEOC for Incomplete Post-secondary Courses

- a. The WEOC shall pay the postsecondary expenses of the students enrolled in its programs. If a student does not complete a postsecondary course for which WEOC has paid for tuition, fees, books, course materials, and other expenses allowed by law, the student must pay WEOC for the expenses advanced on behalf of the student.

Any refund received by the WEOC from the postsecondary institution for the student's course(s) will be subtracted from the amount owed by the student.

- b. Failure to complete a postsecondary course is defined as:
 - i. Receiving a failing grade in a postsecondary course;
 - ii. Withdrawing from a postsecondary course after the refund deadline has passed;
 - iii. Receiving a grade of Incomplete for the course and failing to convert the grade of Incomplete to a passing grade within 30 calendar days of the end of the semester.
- c. The student shall have thirty (30) days from receipt of a written statement of the amount owed to WEOC to pay the stated amount. Until the full amount is paid, the WEOC will not advance any money to a postsecondary institution on the student's behalf. After the full amount has been repaid, the WEOC may advance money to a postsecondary institution on the student's behalf.
- d. A student who is unable to repay the amount owed may appeal to his/her program administrator for a waiver of payment, providing financial information to substantiate his/her claim of financial hardship.
- e. The program administrator will use the financial criteria to qualify for the Free and Reduced Lunch Program to assess the student's financial hardship and grant a waiver from repayment.
- f. Reimbursement of Repayment to the District of Residence
 - i. Upon receipt of repayment by a student for an incomplete postsecondary course, the WEOC will reimburse the student's district of residence for the amount repaid by the student for tuition, fees, and other expenses allowed by law, except for books, and course materials, which the WEOC will add to its library of postsecondary course materials for use by other students.
 - ii. Should the student fail to repay the WEOC so that the WEOC cannot reimburse the student's resident district, the student may be governed by policies of the resident district.
- g. Computation of Tuition Reimbursement
 - i. The WEOC will reimburse the district of residence the actual amount spent on behalf of the student. This amount will be the lesser of (a) the full cost of tuition, fees, books, course materials, and other expenses allowed by law, or (b) the statewide pupil --- weighted average state aid foundation allowance, adjusted for the proportion of the school year that the pupil attends the postsecondary institution. The statewide pupil --- weighted average is published by the Michigan Department of Education and changes each school year.
 - ii. The calculation for postsecondary expenses using the statewide pupil-weighted average foundation allowance first divides the pupil-weighted average foundation allowance by three (3), the number of semesters in the postsecondary school year, then divides the result by twelve (12), the number of credit hours in a full-time postsecondary schedule, to determine

the total allowable cost for each credit hour taken by a full---time student.

h. Compliance with State Law and Regulations

- i. The WEOC will comply with state law and administrative regulations governing current specifications of legitimate and allowable expenses, and calculations for postsecondary expenses.

Postsecondary Enrollment Options Act (Act 160 of 1996) (MCL 388.514(9), Career and Technical Preparation Act (Act 258 of 2000) (MCL 388.514(9), MCL 388.1904(9)), (MCL 388.514(9)(b))

MCL(388.514(12)), (MCL 388.514(9)(b))

PA 160 of 1996: Postsecondary Enrollment Options Act (PSEOA)