

Washtenaw Educational Options Consortium (WEOC) Policies Amended and Revised as of March 14, 2024

1. Employee Leave

a. General Policy:

The WEOC board recognizes the importance of providing the flexibility to attend to personal matters for themselves and others. 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 consider the principle of minimal disruption to the educational environment. In support of this area of need, the WEOC board approves the creation of Paid Time Off days for its employees as defined below:

b. In general, absences during instructional days should be limited to the following reasons:

- Parental Leave (including adoption)
- Illness
- Extenuating healthcare needs of employee/family members
- Extenuating life circumstances
- Other reasons approved by program director

c. Communication and advance 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 and that absence is subject to approval for any leave time of 5 or more consecutive days. (See paragraph b, below)

d. Current WEOC employees (defined as individuals who are actively employed by WEOC on July 1, 2023) receive on a yearly basis PTO days equal to 8% of their work calendar days (the applicable number of workdays is stated in each employee's contract).

e. If a WEOC employee has not used all their PTO days at the end of the contracted year, unused PTO will be allocated as follows:

- No more than 50% of their total annual PTO days will be added into the following contract year as additional PTO days (capped at 1.5x annual PTO accrual).
- Any remaining PTO days are then allocated into their PTO Bank, subject to the limitations described in paragraph b).
- Any PTO days that remain after depositing excess days into the WEOC employee's PTO Bank will be added to the employee's PTO Disability Bank, subject to the limitations described in paragraph e).
- 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 a year of PTO days upon hire. PTO days will be prorated based on the number of days the employee is contracted to work during the fiscal year.

f. Requests for use of PTO for periods of 5 or more consecutive days:

- Any request for leave time of 5 or more consecutive workdays should be made in writing to the program director with as much notice as practicable to plan for

possible disruptions to the educational environment.

2. Partial days:

- a. The smallest increment in which a PTO day can be used is .5 days.
- b. Paid Time Off Bank ("PTO Bank"):
- c. The number of PTO Bank days is capped at 20% of contracted workdays.
- d. Unused PTO, PTO Bank, or PTO Disability Bank, and other unused types of days off are not compensated when an employee leaves the employ of WEOC.
- e. Requests for use of PTO Bank days are subject to director approval.
- f. Any request for PTO Bank days should be made in writing to the program director with as much notice as practicable to plan for possible disruptions to the educational environment.
- g. All PTO days must be used prior to using any PTO Bank days.

3. PTO Disability Bank:

In order to support the health needs of WEOC employees the establishment of an individual Employee Disability Bank begins once an employee's Paid Time Off Bank is maximized. The intent of the Disability Bank is to allow the use of earned and banked PTO days when an employee cannot work due to FMLA approved reasons, disability, or documented individual or immediate family health issues resulting in required absence from work.

- a. The number of Disability Bank days is capped at 40% of contracted workdays.
- b. Disability Bank days must be exhausted before short term disability benefits take effect.

4. Bereavement Leave:

- a. WEOC understands that the loss of a loved one can be a difficult time. As such, we offer bereavement leave to our employees to provide them with time to grieve and attend to personal matters.
- b. Eligibility: All contracted WEOC employees are eligible for bereavement leave.
- c. Leave Entitlement: Employees are entitled to three days of paid bereavement leave in the event of the death of a direct family member. Direct family members include spouse, domestic partner, children, stepchildren, foster-children, parents, stepparents, parents-in-law, siblings, stepsiblings, grandchildren, and grandparents.
- d. Notification: Employees should notify their supervisor as soon as possible if they need to take bereavement leave. Documentation such as a death certificate or obituary will be required to claim these days as bereavement leave.

5. Other leave options

- a. The individual's direct supervisor may approve on a case-by-case basis flexible work options such as alternate work schedules, or a period of paid or unpaid leave.
- b. Effective Dates:
 - The revised WEOC PTO policy will go into effect starting with the contract year beginning July 1, 2023. The current PTO policy will remain in effect until amended.
 - This WEOC Policy on Paid Time Off shall be in effect for the duration of the contract year beginning July 1, 2023, and thereafter. To the extent that any proposed changes

to this policy affect PTO days, PTO Bank days, or PTO Disability Bank Days, WEOC employees through the Program Quality Committee shall be given 30 days notice of the proposed policy, and an opportunity to provide input before it is submitted to the Joint Steering Committee.

6. Professional Development

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. 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.

a. Eligibility:

- All WEOC employees are eligible for the benefits provided by this Policy for career-related and educational enrichment programs.

b. Scope:

- 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. 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.

c. Guidelines for Time Spent in Professional Development:

- 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:
 1. ECA: 5 professional development days
 2. WAVE: 6 professional development days
 3. WIHS: 5 professional development days

7. Responsibilities

a. 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.

b. 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.

8. Paid Holidays

WEOC observes the following holidays:

- a. Thanksgiving (2 days, Thursday – Friday of Thanksgiving week)
- b. Christmas (2 days December 24th and December 25th)
- c. New Year's Day (January 1st)
- d. Labor Day (1)
- e. Memorial Day (1)
- f. Fourth of July (1)
- g. Christmas Days. The WEOC Executive Director shall determine alternate dates if holiday should fall on a weekend.
- h. New Year's Day (January 1). The WEOC Executive Director shall determine an alternate date if holiday should fall on a weekend.

9. School Calendar

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

10. Jury Duty

The WEOC supports the employees right to carry out their civic responsibility through jury duty.

- a. 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.

11. Military Leave

WEOC employees 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.

12. Unpaid Leave of Absence

WEOC recognizes that an employee may have a need to be excused from work 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.

13. Pre-Employment Physicals and Testing

- a. Effective March 15, 2024 WEOC will align with the school districts in Washtenaw County and eliminate pre-employment physicals and testing as part of the hiring process.

14. Criminal Background Checks:

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.

- a. The WEOC will ensure that all background checks are held in compliance with all federal and state statutes.
- b. All employees are responsible for the costs of their criminal background checks.
- c. WEOC shall perform ICHAT (Internet Criminal History Access Tool) background checks on Supervised or Unsupervised volunteers having regular (unsupervised) contact with students.
- d. Definitions:
 - Volunteer: any university or community volunteer or parent who works with students in either a supervised or unsupervised capacity.
 - 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.

15. Nondiscrimination and Equal Employment Opportunity

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, sexual identity, or any legally protected characteristic, in its programs and activities, including employment opportunities.

- a. 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 CFR. Part 1635

16. Non-discrimination based on genetic information of the employee

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 their genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

- a. 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.
- b. 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.
- c. If 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.
- d. 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:

- e. 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.

17. Section 504/ADA Prohibition Against Disability Discrimination in Employment (Non-discrimination Policy)

The WEOC prohibits discrimination against any employee or applicant based upon their 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.

a. Disability

- "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.
- Major life activities are functions such as caring for oneself, 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.
- 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.
- 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.

- 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.

b. Reasonable Accommodation

- 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.

c. Compliance Officer

- The Executive Director of the WEOC shall be designated as the WEOC Section 504 Compliance Officer/ADA Coordinator ("WEOC Compliance Officer").
- 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.
- 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.

d. Training

- 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.
- The WEOC will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

e. Facilities

- 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.
- 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.

f. Notice

- 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.

18. Teacher Placement

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.

- a. 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.
- b. Teacher placement decisions shall be guided by the following standards:
 - 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.
 - 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.
 - 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

19. Teacher Misconduct/Discipline

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.

- a. The WEOC Executive Director and Program Directors shall promptly investigate and take appropriate action, which may include dismissal, to address allegations of teacher misconduct.

20. Teacher Evaluation

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.

21. Executive Director and Program Director Evaluation

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.

22. Anti-Harassment

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. Everyone 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.

- a. 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.
- b. 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.
- c. 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).

23. Family and Medical Leave

The 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.

- a. Basic Leave Entitlement
- b. 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.

- Additional information and forms relating to Family and Medical Leaves are available from the Human Resources Department.

c. Definitions

- "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.
- 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.
- "Spouse" means a legally recognized partnership and may include unmarried domestic partners. If both partners 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.
- "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.
- "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.
- "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 their nearest blood relative for purposes of military caregiver leave.
- "Military Family Leave" means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:
- "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 their 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.

- "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.
- "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - inpatient care (an overnight stay);
 - a period of incapacity from work requiring "continuing treatment" by a healthcare provider;
 - "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.
 - a period of incapacity from work due to pregnancy or for prenatal care;
 - a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer); or
 - 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).
- 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."
- "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 Policy

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.

- Eligible employees may use FMLA leave for one or more of the following reasons:
- the birth of a child and care for a newborn;
- the care for a newly adopted child or child recently placed in an employee's home for foster care;
- 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;
- an employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of their job;
- 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.

e. 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 prorated basis.

f. 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.

g. Notice by Employee

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

- 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.

- 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.
- 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.
- 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 advise the employee of their 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.

h. WEOC Notification of FMLA Leave

- 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.

i. Substitution of Paid Leave Time

- 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.
- 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 their 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.
- Medical Certification - 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.
- 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.

- 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.
- 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:
 - 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.
 - 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 (f)(iii) applies.
 - The WEOC may request recertification in less than thirty (30) days if:
 - an employee requests an extension of leave;
 - circumstances described by the previous certification have changed significantly; or the WEOC receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.
 - 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).

j. Intermittent/Reduced Leave Schedule

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.

- 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.
- 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.
- 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 take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or 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.

k. Benefits

- 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 their contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay their 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 canceling coverage.
- 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 their intent not to return from leave;

or

3. when the FMLA leave expires and the employee has not returned from leave.

- 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.
- 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.
- 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.

l. Disability Plans and FMLA Leave

- 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.
- Disability Plan Leave. The WEOC may designate any employer sponsored disability plan leave as FMLA leave.

m. Return to Work

- 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.
- 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.
- 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.

- 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.
- n. 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.
- o. Key Employees
- Definition. A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid ten percent (10%) of WEOC employees.
 - 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.
 - Qualifications. Each employee who is designated as a "key" employee will be notified of that fact when they request 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.
 - 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.
 - 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.

- 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 their reinstatement to employment. If the WEOC finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.
- 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 their 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.
- 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.

p. Failure to Adhere to the Family and Medical Leave Policy

- 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

24. Policy Disposal of WEOC Property - 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.

- a. 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.

25. Tuition Repayment to WEOC for Incomplete Post-secondary Courses

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.

- a. Failure to complete a postsecondary course is defined as:
 - Receiving a failing grade in a postsecondary course.
 - Withdrawing from a postsecondary course after the refund deadline has passed.
 - 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.
- b. 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.
- c. A student who is unable to repay the amount owed may appeal to their program administrator for a waiver of payment, providing financial information to substantiate their claim of financial hardship.
- d. 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.
- e. Reimbursement of Repayment to the WEOC of District of Residence
 - Upon receipt of repayment by a student for an incomplete postsecondary course, the WEOC will reimburse the student's WEOC 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.
 - Should the student fail to repay the WEOC so that the WEOC cannot reimburse the student's resident WEOC, the student may be governed by policies of the resident WEOC.
- f. Computation of Tuition Reimbursement
 - The WEOC will reimburse the WEOC 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.
 - 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.

g. Compliance with State Law and Regulations

- 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)

26. WEOC - USE OF CREDIT /DEBIT CARDS POLICY

The WEOC Joint Steering Committee recognizes the convenience and efficiency afforded using WEOC issued credit and/or debit cards. Such cards, however, shall not be used to circumvent the general purchasing procedures established by State law and Board policy. As such, employees are required to abide by the following guidelines when using a WEOC credit/ debit card.

- a. All credit/ debit cards issued to and in the name of WEOC with the Washtenaw Intermediate School WEOC function as fiscal agent shall be held and supervised by the Finance Director of the Fiscal Agent.
- b. WEOC staff members may use credit/ debit cards only in connection with WEOC Board approved or school-related activities and in accordance with established, monthly spending limits and funds availability.
- c. Staff limits will be established by the Finance Director and the WEOC Executive Director. Spending limits may be increased or decreased as necessary.
- d. Subject to the discretion of the WEOC and the approval of the Fiscal Agent Finance Director, credit/debit cards may be used for eligible goods and services including:
 - transportation reservations and expenses.
 - conference registrations.
 - hotel reservation guarantees and expenses.
 - reasonable meal expenses (both in-town and out-of-town), including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purchase from vendors who do not accept purchase orders or vouchers;
- e. Staff are required to be aware of the budgeted funds available for the purchase. Purchases made in excess of budget allocations shall constitute grounds for elimination of the privilege of using a credit/ debit card and for disciplinary action up to and including termination.
- f. Credit/Debit cards shall not be used for personal purchases or expenditures not allowed under this guideline. Credit/ debit cards shall not be used for expenses that are not incurred in connection with WEOC JSC-approved or school-related activities, are not for the benefit of the WEOC and do not serve a valid and proper public purpose. Use of credit/debit cards in an unauthorized or illegal manner may result in revocation of credit/debit card privileges, disciplinary action and/or, where appropriate, may require the user to pay all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
- g. Employees requiring the use of WEOC credit/ debit cards shall request (in writing) such cards from the WEOC Executive Director and the Finance Director.

- h. WEOC is a nonprofit political subdivision of the State of Michigan. Tax exemption forms shall be utilized and are available at the Business Office.
- i. When using a WEOC credit/debit card, employees shall:
- Inform merchant that the purchase is for "official School WEOC business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it.
 - Maintain credit/debit cards in a secure fashion and prevent unauthorized charges to the account.
 - Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip and other detailed receipt, and invoices.
 - Provide documentation of all purchases to the Business Office in a timely manner to ensure prompt payment after receiving their purchases through the credit/ debit card company's web portal.
 - Immediately notify their immediate supervisor and the Finance Director if the card is lost or stolen.
 - Refrain from allowing anyone else to use the credit/debit card or account number.
 - Refrain from splitting the costs of an invoice or purchase to circumvent the credit/ debit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.
- j. When using the card for over-the-counter purchases:
- Identify the purchase needed and determine funds availability.
 - Provide the merchant with the WEOC card and inform the merchant that the purchase is for "official School WEOC business" and is not, subject to State or local sales tax. If the merchant refuses to waive the sales tax, the employee shall pay it or not purchase the item.
 - Retain receipts, including cash register receipt and credit/ debit card charge slip.
 - Give receipt and supporting documentation to the Business Office through the reconciliation process.
- k. When using a WEOC issued credit/debit card for telephone orders:
- Identify the purchase needed and determine funds availability.
 - Contact the merchant and place the order.
 - Provide the merchant with the WEOC card and inform the merchant that the purchase is for "official School WEOC business" and is not subject to State or local sales tax. If the merchant refuses to waive the sales tax, the employee shall pay it or not purchase the item.
 - Provide merchant with all pertinent information, including the name of the Cardholder, shipping address, etc.
 - Upon arrival of merchandise, inspect and verify order accuracy, quality, and price and retain shipping documents and receipts received with the merchandise.

- Give all related documents to the Business Office through the reconciliation process.
- l. When using a WEOC card for Internet orders:
 - Identify the purchase needed and determine funds availability.
 - Locate the merchant's website and place the order.
 - In purchasing goods and/or services, enter card number and expiration date only if the site indicates it is using secure software for collection of data. Indicate that the purchase is tax exempt if the website does not automatically recognize that the purchase is tax exempt.
 - If the site does not recognize the purchase is tax exempt, the vendor shall be contacted so the purchase can be processed as tax exempt. If the merchant refuses to waive the sales tax, the employee shall pay it or not purchase the item.
 - Any purchases where the sales tax cannot be waived and is not available from another vendor for a similar price shall be documented in writing and be pre-approved by the Finance Director.
 - Provide all pertinent information to supplier, including the name of the Cardholder, shipping address, etc. Note: employee shall print out the electronic confirmation and include it with the transaction documentation, particularly when downloading a product from the internet.
 - Upon arrival of merchandise, employee(s) shall inspect and verify order accuracy, quality, and price and retain shipping documentation received with merchandise.
 - Give all related documents to the Business Office through the reconciliation process.
 - m. If the employee is terminated or resigns, then they must return the credit/debit card and remain responsible for any inappropriate use.

27. Policy Enrollment Preference for WEOC Employee Dependents

The Washtenaw Educational Options Consortium (WEOC) Joint Steering committee believes that having the dependents of its employees enrolled in WEOC programs is beneficial to the employee and the WEOC. The WEOC JSC believes, when a WEOC employee has their dependent enrolled in a WEOC program, it shows a personal endorsement of the program by the employee and their family. As such, the WEOC Joint Steering Committee adopts a policy wherein an employee of WEOC shall be given the option to enroll their child in WEOC programs under the following enrollment process.

- a. Dependents of WEOC employees who reside in a participating WEOC WEOC shall follow the same enrollment processes as any other student applying to admission to a WEOC educational program from their resident WEOC. If the student is admitted to a WEOC program through the normal protocol, lottery, then the student will be enrolled and counted as a member of the WEOC in which they applied. If the student is not selected the student will be allowed to enroll as an extra student(s) from the participating WEOC.
- b. If the student is not a resident of a WEOC participating WEOC then the student has the option to enroll into the WEOC program of their choice through the Whitmore Lake School WEOC as a Schools of Choice (SOC) student. Whitmore Lake Public Schools will serve as the designated SOC WEOC for dependents of WEOC employees and who reside in a non-participating WEOC.

- c. Enrollment preference will secondly be granted to siblings of students currently enrolled in a WEOC program, per existing WEOC policy.

28. Washtenaw Educational Options Consortium (WEOC) Paid Time Off (PTO) Transfer Program Policy

The WEOC PTO Transfer Program operates like a WEOC self-insurance plan between individual WEOC employees. Access to the PTO Transfer Program is only available to those WEOC employees who must take an extended leave of absence due to a documentable medical condition and upon the recommendation of their physician. This policy applies to WEOC employees and their immediate family members (children/spouse/domestic partners).

- a. Under this policy WEOC employees are eligible to receive PTO Transfer Program Days voluntarily donated from other WEOC employees to be used after the WEOC employee has used all but four (4) PTO days. The four (4) day PTO minimum only applies if the individual is expected to return to work before the end of the contract year, or if the employee's leave of absence spans two contract years. If the individual is expected to return to work at the start of a new academic year, then they will be required to exhaust all their PTO days prior to accessing days through the PTO TRANSFER PROGRAM.
- b. Individuals donating PTO days through the PTO Transfer Program can donate up to 50% of their total eligible PTO, PTO Bank, PTO Disability Bank and Roll In days. After final approval of the employee's PTO TRANSFER PROGRAM request the WEOC Executive Director will notify all WEOC employees of the employee's request. All donated days will remain anonymous to the recipient. Accounting of all PTO TRANSFER PROGRAM days will be the responsibility of the Executive Director and the WEOC administrative staff.
- c. For an individual to access additional PTO TRANSFER PROGRAM days through the WEOC PTO TRANSFER PROGRAM they must meet and agree to the following conditions:
 - The employee must be currently employed and been employed by WEOC for a minimum of 90 days.
 - The employee can access no more than 90 PTO TRANSFER PROGRAM days in a contract year.
 - The employee must complete and submit the WEOC PTO TRANSFER PROGRAM Form and have it approved 15 days prior to accessing WEOC PTO TRANSFER PROGRAM days.
 - The employee's request to access the WEOC PTO TRANSFER PROGRAM must be approved by the employee's director/principal and WEOC executive director.

29. WEOC Tuition Reimbursement Policy

To encourage the professional and personal development of every Washtenaw Educational Options Consortium (WEOC) employee, the following policy establishes reimbursement for qualified educational expenses and successful completion of continuing education, certification, undergraduate, graduate and post-graduate courses in accredited colleges or universities. All full-time employees of WEOC Company are eligible for educational assistance in accordance with this policy upon completion of one (1) year of continuous full-time employment prior to the time of course enrollment and provided that the employee is enrolled in courses which are deemed by the employee's WEOC program director and the WEOC Executive Director as having a direct benefit to WEOC and its programs.

The improved knowledge, skills and abilities gained by the WEOC employee should benefit the

individual in completion of their current and/or potential job duties. Other determining factors for approval may include, but are not limited to workforce planning, succession planning, and career development in approving the employee's request for tuition reimbursement.

a. Reimbursement Requirements

- Employees interested in participating in this education assistance program must complete the WEOC Request for Employee Tuition Reimbursement Form prior to the commencement of any coursework for which the employee desires to be reimbursed.
- The employee's program director in consultation with the WEOC executive director must approve the reimbursement (in their sole discretion) and the employee will only be reimbursed for approved courses.
- Approved coursework must be completed on the employee's own time.
- Typically, employees will be reimbursed for successful completion of approved educational programs / courses. If an employee is unable to pay for the approved course work in advance, WEOC may consider granting the employee advance under these special circumstances.
- Reimbursements may include expenses for enrollment fees, tuition costs, computer related fees, required books, required software and laboratory fees. Reimbursements will not include expenses for travel, miscellaneous supplies, or the employee's time. Reimbursement for approved fees and costs will be made after successful completion of the program / course.

b. Reimbursement Amount

- WEOC will reimburse an employee for educational costs, including required course fees, for all passing grades with a maximum of \$1,500 per year for continuing education, certification and undergraduate studies and \$2,500 per year for graduate and postgraduate studies. Employees will be subject to a lifetime cap of \$8,500.
- All reimbursements will be "last money in" funds, meaning the reimbursement of costs to the employee occurs after federal or state government educational assistance program funds or educational institution funds such as scholarships, fellowships, incentive awards, grants, benefits under the G.I. Bill of Rights, etc., have been applied towards the employee account balance.
- Payment will be made to the employee upon successful completion of the course.
- Failure to satisfy the minimum passing grade will result in denial of payment or reimbursement of monies to the institution for the applicable course(s).
- A passing grade is defined as an "A," "B," or "C" grade for undergraduate classes and a "B" minimum for graduate classes.
- If the course is a "Pass/Fail," a "Pass" is acceptable.
- An employee will not be eligible for tuition reimbursement if they withdraw from an approved course or if the approved course is canceled.
- The employee is required to immediately notify their program director if they withdraw from an approved course or if the course is canceled.

- An employee will not receive tuition reimbursement if they terminate employment prior to completion of an approved course.
- If the employee receives an incomplete in a course, the employee will have 45 days following the completion of the semester in which to complete the work and have the incomplete removed. Failure to complete the work will prohibit the employee from participating in the tuition reimbursement plan and any advance payments received must be repaid to WEOC.
- Employers provided Educational Assistance up to \$5,250 will not be included in your W-2 box 1 wages. You are encouraged to visit <http://www.irs.gov/publications/p970/ch11.html> for more information.

c. Application Process

- The employee should complete the Request for Tuition Reimbursement Form prior to each course the employee wants to take in conjunction with this program. The director of the employee's program must approve the request. When completed, the Request for Tuition Reimbursement Form is submitted to the WEOC Executive Director for review and approval.

d. Reimbursement Process

- Upon completion of the course, applicants must submit, within 45 days, legible copies of the following: (1) College/university invoice or statement indicating fees charged and the amount paid (the invoice must contain the school's name and address. Copies of canceled checks and credit card receipts will not be accepted); and (2) College/university grade card/report indicating the applicant's name, quarter/semester, course name(s) and grade(s) for the term.

30. Reduction and Recall Policy (Teachers, Administrators, Supervisors and Non-Instructional Professionals

a. Administrators & Supervisors, and Non-Exempt Staff)

- Definitions. The following definitions apply for purposes of WEOC's Reduction and Recall Policy
 1. "Administrator" means a person employed by the Consortium to manage, supervise, and oversee the Consortium's curriculum, instructional programs, and instructional services. An Administrator includes the building principal, assistant principal, the Executive Director and Program Directors, as well as the position of "chief business officer" as defined in Revised School Code Section 1246. An Administrator is employed under an individual employment contracts for a term that shall not exceed three years.
 2. "Non-Exempt Staff" may include transportation, custodial, maintenance, food service, clerical, and paraprofessional employees or other employees who do not meet an exemption under the Fair Laborers Standard Act (FLSA) or the Michigan Improved Workforce Opportunity Act. Non-Exempt Staff are employed at-will and their employment may be altered or terminated at any time with or without cause, unless governed by an individual employment contract containing a different standard of employment security.
 3. "Non-Instructional Professional" means a person employed by the Consortium who meets the professional exemption under the FLSA, such as

counselors (i.e., those counselors who are not certified teachers), social workers, teacher consultants, behavior specialists, speech pathologists (i.e., who are not certified teachers), physical or occupational therapists, nurses and psychologists.

4. “Professional Staff” means a person employed to primarily perform work that requires advanced knowledge or work that is intellectual in nature, consistent with the FLSA definition of “professional”.
5. “Supervisor” means a person employed by the Consortium who is the direct or immediate supervisor of an applicable position or employee. A Supervisor may, but is not necessarily, an Administrator.
6. “Teacher” means a Professional employed by the Consortium to provide or direct instruction to students. A teacher must be qualified and appropriately certified for the assigned teaching position, consistent with federal and state law and Consortium policies.

b. Reduction and Recall of Teachers and Non-Teaching Professionals Teachers

When making program and staffing decisions, the Joint Steering Committee (JSC) will retain the most effective teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The JSC has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, this Policy will guide the implementation of that statute.

c. General Provisions

- The Executive Director will be responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Executive Director determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program or curricular considerations, the Executive Director will recommend to the JSC the teaching positions to be reduced.
- If after a reduction of teachers, the Executive Director determines that the Consortium’s remaining programs and curriculum cannot be delivered through the existing teaching staff and that sufficient funds are budgeted to support an increase in the number of teachers, the Executive Director may recommend to the JSC that teachers be added.
- Decisions about the reduction and recall of teachers will be guided by the following criteria:
 1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
 2. This Policy does not require the retention or recall of a probationary or tenured teacher whose most recent performance evaluation contains an overall rating of ineffective or minimally effective in preference to any probationary or tenured teacher rated either effective or highly effective, as reflected in that teacher’s most recent performance evaluation.

3. A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to being displaced by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.
4. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - a. Determined by applicable statutes and regulations, including the Revised School Code, Teacher Certification Code, and MDE's Rules for Special Education Programs and Services; and Based on documentation on file with the Executive Director's (or designee's) office.
 - b. A teacher must maintain current and valid certification, approval, or authorization, as applicable, and will be responsible for filing a copy of the teaching certificate, approval, or authorization with the Executive Director's (or designee's) office in compliance with Revised School Code Section 1532.
 - c. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Executive Director's office.
 - d. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the JSC, based upon documentation on file with the Executive Director's (or designee's) office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Compliance with applicable accreditation requirements;
 - iii. Professional training and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment;
 - iv. Formal or specialized training in the subject area(s) or grade level(s); and prior teaching experience relevant to the instructional assignment and anticipated to contribute to the teacher's effectiveness, including:
 1. Experience in a relevant building or department or at a relevant academic/grade level;
 2. Experience teaching relevant instructional subjects;
 3. Recency of relevant and comparable teaching assignments;
 4. Previous effectiveness ratings;
 5. Disciplinary record, if any; and Attendance.

- e. Teachers must provide the Consortium with current information and documentation supporting the teacher's certification and qualifications.
 - f. Reduction and recall decisions will be based on the teacher's certification and qualifications in the Consortium's records at the time of the decision.
 - g. A laid off teacher must maintain current contact information (address, phone, and email address) with the Executive Director's (or designee's) office.
 - h. Failure to maintain current contact information may negatively impact the teacher's recall.
- d. Teacher reductions and recalls are by formal JSC action.
- Before the JSC authorizes a teacher reduction, the Executive Director or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
 - The Executive Director or designee will provide written notice of JSC reduction in force or recall decisions to each affected teacher.
 - A teacher's length of service with the Consortium or tenure under the Teachers' Tenure Act will not be the primary or determining factor in reduction in force and recall decisions.
- e. Teacher reduction in force decisions will be implemented by the following:
- If 1 or more teaching positions are to be reduced, the Executive Director will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the year-end effectiveness score identified in the Consortium's Teacher Evaluation Policy...
 - Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions and who received the highest year-end effectiveness score will be retained. Teachers within the affected academic level(s) or department(s) with the lowest year-end effectiveness score will be laid off.
 - When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position unless the Executive determines that the Consortium's educational interests would not be furthered by that assignment.
 - If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the teacher with the highest year-end effectiveness score, if at least effective, will be given priority for the assignment unless the Executive Director determines that

Consortium's educational interests would not be furthered by that assignment.

- If the reduction or recall decision involves more than 1 teacher and multiple teachers have the same year-end effectiveness score, the JSC may approve and implement a tiebreaker mechanism using a discrete part(s) of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and multiple teachers have the same year-end effectiveness score used to determine each teacher's effectiveness rating, the teacher with the higher year-end effectiveness score reflected in the following respective portions of the evaluation will have preference for reduction or recall, as applicable.
 1. WIMA and WIHI – Component 4G (Compliance with School and Consortium Policies), or successor component
 2. WAVE – Component 1C (Culture Building), or successor component
 3. ECA – Component 4D (Relationships and Collaboration with Colleagues), or successor component
- If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list in the Consortium's records) will determine preference for reduction or recall.]
- At least 15 calendar days' notice of reduction in force will be provided, absent extenuating circumstances.

f. Teacher Recall Process

- A teacher is eligible for recall under this Policy for 12 months from the date the JSC implemented the reduction in force.
- The Executive Director will first identify the academic level(s) or program(s) where a teaching vacancy exists. Before or in lieu of initiating the recall of a laid-off teacher, the Executive Director may reassign teachers to fill vacancies in accordance with Consortium Policy.
- After or in lieu of any reassignment of existing teaching staff, the Executive Director may take either of the following actions to fill a vacancy:
- Recall the laid-off teacher with the highest overall effectiveness score on the teacher's most recent year-end evaluation under the performance evaluation system adopted by the JSC and who is certified and qualified for the vacancy, provided the teacher was rated at least effective.
- Post the vacancy and consider all applicants if the Executive Director determines that:
 1. the Consortium's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position and who received the highest overall effectiveness score on that teacher's most recent year-end evaluation; or no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
 2. The Executive Director or designee will provide written notice of the JSC's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment

rights.

3. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
4. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Executive Director, will forfeit all rights to recall and continued employment unless the Executive Director in the Executive Director's sole discretion, has extended the time limit in writing.

g. Reduction in Force and Recall of Non-Teaching Professionals

For Non-Teaching Professionals governed by an employment contract, the Executive Director will implement the employment contract's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the JSC. If an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Executive Director will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

h. Unemployment Compensation

- A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the Consortium during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

i. Reduction and Recall of Administrators and Supervisors

The JSC will determine the appropriate level and number of Administrators, Supervisors, and Directors necessary for curricular, fiscal, and other operating conditions. The JSC may determine that a reduction of administrative and supervisory personnel is warranted based on the Executive Director's or designee's recommendation. The Executive Director or designee will first identify the recommended areas where reductions in the Consortium's administrative and supervisory structure can best be accomplished consistent with the realization of Consortium goals and objectives. The Executive Director or designee will consider the following in making recommendations for the reduction and recall of Administrators, Supervisors, or Directors within the approved administrative structure:

- Relevant experience
- Performance
- Disciplinary history
- Evaluations

- Qualifications
 - Certification
 - Relevant contract language
 - And other factors deemed relevant.
- j. In implementing a reduction or recall, the Executive Director or designee may effectuate assignments and transfers as specified in applicable employment contracts or Consortium Policy.
- k. The JSC will consider and act on the Executive Director's or designee's recommendation(s) in open session.
- If an Administrator selected for layoff has successfully completed a probationary period under the Teachers' Tenure Act, acquired tenure as a classroom teacher with the Consortium's Fiscal Agent, and maintained a valid teaching certificate on file with the Consortium (or designee), the Administrator will be considered for placement to a teaching position for which the Administrator is properly certified and qualified consistent with the Teachers' Tenure Act, this Policy, and any applicable Consortium transfer Policy.
 - An Administrator, Supervisor, or Director on layoff status may be eligible for recall to a vacant Administrator, Supervisor, or Director position for which that person is certified and qualified for a period of 12 months after the reduction in force was approved by the JSC. An Administrator, Supervisor, or Director rated effective or highly effective will receive priority for recall to a vacant Administrator, Supervisor, or Director position for which that person is otherwise qualified over an Administrator, Supervisor, or Director rated minimally effective or ineffective.
- l. Reduction and Recall of Non-Exempt Staff
- The Joint Steering Committee (JSC), in its sole discretion, may determine that a reduction in force of a Non-Exempt Staff member is appropriate due to curricular, fiscal, or other operating conditions. A reduction in force may consist of a reduction of hours or personnel. Reductions in force and recalls are subject to JSC approval.
- m. Staff Subject to an Individual Employment Contract Containing Reduction and Recall Provisions
- If the JSC determines that a reduction of Non-Exempt Staff governed by an individual employment contract is necessary, the Executive Director will implement a reduction in force in conformance with the applicable agreement(s).
- n. Reduction in Force Process
- The Executive Director or designee will make reduction in force recommendations to the JSC. The Executive Director's or designee's recommendation to the JSC may consider the following criteria for reduction, which are not in order of priority or weight:
 1. Programs and services to be offered;
 2. Employee qualifications, abilities, skills, and education;

3. Federal, state, and local funding;
4. Employment experience that is relevant to an assignment;
5. Federal and state laws or regulations that may mandate certain employment practices;
6. Special or advanced training that would be of present or future value to the Consortium;
7. The organizational and educational effect caused by a reduction of Non-Exempt Staff member(s);
8. Formal and informal evaluation of Non-Exempt Staff performance by a supervisor;
9. Length of service with the Consortium and within a classification; and any other criteria that are rationally related to providing effective support services and operation of or administration of the Consortium, such as discipline record and compliance with attendance Policies and procedures.

o. Notification

- Notice will be provided as follows:
 1. Before the JSC considers a reduction in force, the Executive Director or designee will notify, in writing, each affected non-exempt staff member that the Executive Director or designee is recommending a reduction in force or hours that would affect the non-exempt staff member and the date and time of the JSC meeting at which the JSC will consider the reduction in force.
 2. After the JSC's decision on reduction in force, the Executive Director or designee will provide written notice of the JSC's action to the affected non-exempt staff member(s).
 3. A non-exempt staff member who is subject to a reduction in force must, during the period which the member is eligible for recall, provide the Consortium with an accurate residential address, email address, and phone number and report any subsequent change in the employee's contact information. Failure to maintain current contact information may be deemed a waiver of recall rights.
 4. The Consortium may allow a laid off non-exempt staff member to be included on the Consortium's list of substitutes at the Executive Director's or designee's discretion. If the Consortium uses a laid off non-exempt staff member as a substitute, remuneration will be determined by the Consortium.

p. Recall

- A Non-Exempt Staff member subject to a reduction in force as described above will have preferred rights to recall to employment for a period of 12 months commencing on the date that the Consortium implemented the reduction in force. The Non-Exempt Staff member will be recalled to any position within the member's classification. Recall decisions will be based on the criteria specified in subsection 48(m) of the WEOC Policies Amended June 2023..

- A Non-Exempt Staff member who declines an offer of recall to a position comparable to that held at the time of layoff or for which he/she is otherwise qualified will be removed from the recall list and will forfeit any further employment rights with the Consortium.
- A Non-Exempt Staff member must respond within 10 days after the date the Consortium sent notice of recall. Failure to do so may be deemed a waiver of recall rights.

MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1248, 380.1249, 380.1532; MCL 423.215
MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1249, 380.1249b, 380.1532
MCL 380.11a(3), 380.601a

31. WEOC Anti-Nepotism Policy

- a. General Policy - Employment decisions motivated by nepotism, as defined below, are prohibited to avoid conflicts of interest, favoritism, and lost productivity. Employment decisions will be based on qualifications, experience, and other legitimate business reasons. This Policy applies to all categories of employment including regular, temporary, and part-time classifications.
- b. Definitions
 - “Nepotism” means favoritism in the workplace based on a relationship with a relative or significant other.
 - “Relative” means a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, niece, nephew, or corresponding in-law, step, or adopted relative.
 - “Significant others” means persons engaged to be married or persons not legally married, but who reside in the same household, and are involved in a romantic relationship.
- b. Employment Decisions
 - The Consortium may employ relatives and significant others in the absence of nepotism. In making employment decisions, including hiring, placement, supervision, directing work, promoting, compensating, evaluating, and disciplining employees who are a relative or significant other, an employee should:
 1. Disclose the existence of any relationships subject to this Policy to the Executive Director or designee.
 2. Be consistent with the Michigan Code of Educational Ethics, avoid:
 - a. Conflicts of interest and any appearance of a conflict of interest, and
 - b. Favoritism and any appearance of favoritism.
 3. An employee’s relative or significant other should not be hired to work in any position in which the Joint Steering Committee (JSC) or designee concludes a conflict of interest or the appearance of a conflict of interest may exist. Relatives and significant others are permitted to work at the Consortium provided one does not report directly to, supervise, evaluate, or manage the other. The Executive Director or designee, or the JSC as applicable, may make exceptions to this Policy.
 4. Supervisors and subordinates who become relatives or significant others

while employed may be subject to transfer, reassignment, or other action.

MCL 380.11a, 380.601a

Conflict of Interest Policy

WEOC is committed to maintaining the highest ethical standards among its staff members to ensure a fair and unbiased learning environment for all students. This Conflict of Interest Policy outlines guidelines to prevent conflicts of interest that may arise between the professional responsibilities of educators and counselors/social workers and any external activities involving current students.

1. Tutoring Services by Educators:

- Educators employed by WEOC are prohibited from offering tutoring services for compensation to students currently enrolled in any program within the building program during the school year. This excludes summer months- days/times school is not in session for the months of June, July and August.
- Educators may provide tutoring services for compensation to students outside their building program or after the students have graduated from any WEOC programs. However, these services must not interfere with the educator's professional obligations and must be conducted outside school hours and school premises.

2. Therapy Services by Counselors and/or Social Workers:

- Counselors employed by WEOC are prohibited from providing therapeutic services to current students for compensation.
- Counselors may provide therapeutic services for compensation to individuals who are not current students within the WEOC consortium. This activity must not interfere with the counselor's responsibilities within the school.

3. Outside Compensation- Relevant to all staff:

Staff members receiving compensation from an external company or school district are required to take a Paid Time Off (PTO) day, and not use a Professional Learning (PL) day, if this compensation-related absence falls on a contracted workday. This time must be approved by building Principals or WEOC's Executive Director to ensure that staff members maintain transparency.

All WEOC employees are expected to adhere to this Conflict of Interest Policy. Violation of this policy may result in disciplinary action, up to and including termination of employment. By doing so, WEOC aims to maintain integrity, fairness, and transparency in its educational practices.