Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 Non-Discrimination

A. Equal Employment Opportunity

The District is committed to equal employment opportunity and compliance with federal, state, and local laws that prohibit workplace Unlawful Discrimination, including unlawful harassment and Retaliation, based on any protected class or activity. This Policy applies to all aspects of employment, including recruiting, advertising, hiring, training, job placement, evaluation, classification, promotion, transfer, work assignment, compensation, benefits, discipline, demotion, termination, reduction in force, recall, and any other term or condition of employment.

This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class. This Policy also prohibits Retaliation based on a protected activity.

The District prohibits unlawful employment discrimination as required by applicable civil rights statutes, including:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, or national origin;
- Title VII of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex (including gender identity, and sexual orientation), or national origin;
- Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex;
- Age Discrimination in Employment Act of 1967 (ADEA), which prohibits discrimination based on age as to persons who are at least 40 years old;
- Equal Pay Act of 1963, which prohibits sex discrimination in payment of wages for persons performing substantially equal work in the same establishment;
- Section 504 of the Rehabilitation Act of 1973 (Section 504), which prohibits discrimination based on disability;

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- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;

- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;

- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;

- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;

- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;

- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and

- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

The District also complies with and prohibits employment action that violates the following statutes:

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;

- Earned Sick Time Act (ESTA), which provides eligible employees with earned sick time that may be used for certain reasons;

- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

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- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;

- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and

- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy is encouraged to file a complaint promptly with a supervisor. A complaint implicating an individual's civil rights will be investigated pursuant to the procedures outlined in Policy 4104 and 3115-3115H. A complaint alleging Title IX sexual harassment will be investigated pursuant to the procedures outlined in Policy 3118.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s) identified in Policy 3115B.

Board members, administrators, and supervisors must promptly report incidents of Unlawful Discrimination and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

A failure to comply with reporting requirements may result in discipline, including discharge.

C. Employment Discrimination Compliance Training

The District will train administrators, supervisors, and the Employment Compliance Officer(s) on how to address and investigate Unlawful Discrimination and Retaliation complaints.

The District may also provide Unlawful Discrimination and Retaliation training to Board members and employees.

Training may be provided by an outside entity or person approved by the District.

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into

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law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 515 Mich 328 (2024)

Date adopted: June 25, 2025

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4102 Anti-Harassment

A. Policy Statement

Employees will have the opportunity to work in an atmosphere free from unlawful harassment as defined by state, federal, and local laws.

The District will promptly and thoroughly investigate complaints alleging unlawful harassment and take appropriate action, including discipline, against any person found to have engaged in unlawful harassment.

B. The District's procedures for investigating unlawful harassment are contained in Policy 3115-3115H. The District's procedures for investigating Title IX sexual harassment are contained in Policy 3118.

C. Reporting Requirements

Board members, administrators, and supervisors must promptly report incidents of unlawful harassment and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

A failure to comply with reporting requirements may result in discipline, including discharge.

Legal authority: 20 USC 1681 et seq.; 29 USC 621 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1 et seq.; MCL 37.1101 et seq., 37.2101 et seq.; MCL 380.1300a

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s) identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

If the employee's supervisor is the subject of the violation or suspected violation, the employee must report to the Employment Compliance Officer(s) or the Superintendent. If the Employment Compliance Officer(s) or the Superintendent is the subject of the violation or suspected violation, the employee must report to the President. If the President is the subject of the violation or suspected violation, the employee must report to the Vice President.

A report must be promptly submitted in writing pursuant to Policy 4101. The investigation of the alleged violation will be performed by an impartial investigator. The investigation may be referred to a third party investigator.

Legal authority: MCL 15.361 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 Employment Complaint Procedure for Allegations Implicating Civil Rights

This employment complaint procedure for allegations implicating an employee's civil rights is designed to facilitate: (1) prompt notification of alleged Unlawful Discrimination, including unlawful harassment and Retaliation; (2) a prompt and thorough investigation of good faith allegations; and (3) the implementation of appropriate corrective action, if necessary, to eliminate verified Unlawful Discrimination, harassment, and Retaliation from the workplace.

A. Initiating a Complaint

1. A Board member, employee, or employment applicant who believes he/she has been the subject of Unlawful Discrimination, harassment or Retaliation, must timely file a complaint, preferably within 10 business days of the alleged or suspected violation or when the reporter obtained knowledge of the alleged or suspected violation, with the Employment Compliance Officer or applicable coordinator listed in Policy 3115B.

2. A complaint of Unlawful Discrimination, including harassment or Retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 3115-F-1.

3. A complaint alleging Title IX sexual harassment must be submitted in writing and signed by the complainant. Policy 3118 governs the Title IX sexual harassment complaint procedures.

B. Investigation Procedures

A written or verbal report (including an anonymous report) of Unlawful Discrimination, including harassment or Retaliation, will be investigated promptly and thoroughly using the Grievance Procedure outlined in Policy 3115E, unless the Complaint is dismissed pursuant to Policy 3115F or informal resolution is reached pursuant to Policy 3115D.

A complaint alleging Title IX sexual harassment will be investigated pursuant to the process set forth in Policy 3118.

C. Reports to State or Federal Administrative Agencies

Any person who believes that he/she was the victim of Unlawful Discrimination, including unlawful harassment or Retaliation, may file a complaint with the Michigan Department of Civil Rights (MDCR) or the Equal Employment Opportunity Commission (EEOC) at any time:

Michigan Department of Civil Rights

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Telephone: 1-800-482-3604
Email: MDCRServiceCenter@michigan.gov
Public Portal: https://www.michigan.gov/mdcr/public-portal

Equal Employment Opportunity Commission Patrick V. McNamara Building
477 Michigan Avenue - Room 865
Detroit, MI 48226
Phone: 800-669-4000
Fax: 313-226-4610
TTY: 800-669-6820
ASL Video: 844-234-5122
Public Portal: https://publicportal.eeoc.gov/portal/
Email: info@eeoc.gov

An agency complaint may be filed before, during, or after a complaint is filed with the District, or a person may forego filing a complaint with the District and rely solely on the MDCR or EEOC. The District recommends that a person who has been subjected to Unlawful Discrimination, including unlawful harassment or Retaliation, also file a complaint with the District to ensure that the District can take steps to prevent further Unlawful Discrimination, including unlawful harassment or Retaliation, and to discipline the Respondent, if appropriate. The MDCR and EEOC do not serve as an appellate body for District decisions. An investigation by the MDCR or EEOC will occur separately from any District investigation.

Legal authority: U.S. CONST. amend. XIV; 20 USC 1681 et seq.; 29 USC 701 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1630; 34 CFR 104, 106.1, et seq.; MCL 15.261 et seq.; MCL 37.1101 et seq., 37.2101 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105 Disability Workplace Accommodations for Employees and Applicants

The District complies with the ADA, Section 504, the MPDCRA, and other federal, state, and local laws that prohibit discrimination in employment against qualified persons with disabilities. The District does not unlawfully discriminate against otherwise qualified employees or applicants for employment with a physical or mental impairment that substantially limits one or more major life activities, those regarded as having a disability, or those with a record of a disability.

An applicant or employee with a disability, like all other applicants and employees, must meet the District's requirements for the job, including education, training, employment experience, skills, or licenses/certifications. An applicant or employee with a disability must be able to perform the job's essential functions with or without reasonable accommodation(s). After an applicant has been given a conditional job offer, the District may ask disability-related questions about the applicant's ability to perform the essential functions of the position with or without reasonable accommodation.

An employee who requires a reasonable accommodation to perform essential job functions must promptly inform the employee's supervisor or the Superintendent or designee. An applicant who requires a reasonable accommodation to perform essential job functions must promptly inform the Superintendent or designee after receiving a conditional offer of employment. A reasonable accommodation is defined as a change in the work environment or in the methods of performing work to enable an otherwise qualified applicant or employee to perform the essential job functions of a position and to enjoy equal employment opportunities.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with the ADA, Section 504, and the MPDCRA using the interactive process form, Form 4105-F.

Reasonable accommodation requests that do not pose a direct threat to health or safety or cause undue hardship, as defined by law, will be considered for qualified applicants or employees with a physical or mental impairment that substantially limits one or more major life activities.

After considering the relevant medical information, essential job functions, and the applicant's or employee's requested accommodations, the District will, as appropriate, implement reasonable accommodations that do not pose a direct threat to health or safety or cause an undue hardship. The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in the interactive process, as necessary.

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The District may require a medical statement supporting the requested accommodation. The District may also require an employee to undergo an independent medical examination, limited to the accommodation request, at the District's expense. Medical information will be kept confidential.

Reasonable accommodation of a disability with a limited duration may be provided.

An applicant or employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

A qualified applicant or employee with a disability who needs a reasonable accommodation to attend or participate in a public Board meeting may request an accommodation under Policy 2501.

Legal authority: 29 USC 701 et seq.; 42 USC 12101 et seq.; 29 CFR 1630; 34 CFR 104; MCL 37.1101 et seq., 37.2101 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105-F Disability Workplace Accommodations for Employees and Applicants

CONFIDENTIAL: Guide to the Interactive Process

To be completed by the human resources administrator in coordination with the employee's supervisor or applicant.

Step 1 — Gather Relevant Information

The administrator should obtain:

- ☐ Employee's or applicant's written request for accommodation(s)
- ☐ Certification and other relevant information from physician/health care provider, if necessary. Medical information will be kept confidential
- ☐ Job description
- ☐ Collective bargaining agreement or individual employment contract

Step 2 — Explain How the Physical or Mental Impairment Substantially Limits One or More Major Life Activities

Describe the impairment: _____

_____

_____

_____

_____

_____

Describe the major life activity/ies affected: _____

_____

_____

_____

_____

_____

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Step 3 — Identify Essential Job Functions in Consultation with the Employee's Supervisor

Step 4 — Discuss with Employee or Applicant

Document interactive discussions with employee or Applicant, including dates, names of persons present, and content of discussion.

Date	Description of Meeting

Step 5 — Requested Accommodation(s)

List all accommodation(s) identified in the interactive discussions:

Step 6 — Evaluate Proposed Accommodation(s)

Analyze the reasonableness of the identified accommodation(s):

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Step 7 — Accommodation(s) Offered

Specific accommodation(s) to be provided, including dates accommodation(s) will begin and/or end:

_____

_____

_____

_____

Reasons for denial of any accommodation(s) requested by the employee:

_____

_____

_____

_____

Step 8 — Evaluate Accommodation(s) Provided

Conduct periodic checks with the employee to ensure that the accommodation(s) is effective. If not, re-engage in the interactive process. Document these discussions, noting the dates of the meeting, the content of the discussion, and next steps.

Date	Description of Meeting
_____	_____
_____	_____
_____	_____

Retain this document in the employee's confidential personnel file or similar file for applicants.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105A Pregnancy Workplace Accommodations for Employees and Applicants

The District complies with state and federal law prohibiting pregnancy discrimination. The District will provide reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of a qualified employee absent an undue hardship. The District treats pregnancy or related conditions as any other temporary medical condition for all job-related purposes. For purposes of this policy, the term "employee" includes an applicant for employment where relevant.

For an employee who requires a reasonable accommodation due to a known limitation related to pregnancy, childbirth, or related medical conditions, the employee or the employee's representative must make a proper District official (as identified in Pregnant Workers Fairness Act ("PWFA") regulations) aware of the limitation.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee to consider whether the employee is qualified under the PWFA and, if so, reasonable accommodation options consistent with the PWFA that do not cause undue hardship using the interactive process form, 4105A-F.

Determining whether an employee is qualified may be a two-step inquiry. First, the District will determine whether the employee can perform the essential job functions of the employee's position with or without a reasonable accommodation. If so, the employee is qualified. If not, then the District will consider the employee to be qualified if: (1) any inability to perform an essential job function(s) is for a temporary period, (2) the essential function(s) could be performed in the near future, and (3) the inability to perform the essential function(s) can be reasonably accommodated without an undue hardship.

Reasonable accommodation requests will not be granted if they cause an undue hardship, as defined by law. The District may require medical documentation supporting the requested accommodation where allowed by law because the information is necessary for assessing the accommodation request. Medical information will be kept confidential.

After considering any relevant medical information, essential job functions, and the employee's requested accommodations, the District will, as appropriate, implement reasonable accommodations for a qualified employee that do not cause an undue hardship. The District is not obligated to adopt the employee's specific accommodation request. The District may engage or re-engage in the interactive process, as necessary.

A reasonable accommodation may include a voluntary leave of absence. If an employee has insufficient leave or insufficient accrued employment time to qualify for leave, or if the District does not maintain a leave policy applicable to the employee, the District will treat any pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee will be reinstated to the status held when the leave began or to a comparable position without

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decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

An employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

Legal authority: 42 USC 2000gg et seq.; 29 CFR 1636.1 et seq.; 34 CFR 106.57

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105A-F Pregnancy Workplace Accommodations for Employees and Applicants

CONFIDENTIAL: Guide to the Interactive Process

To be completed by the human resources administrator in coordination with the employee's supervisor or applicant.

Step 1 — Gather Relevant Information

The administrator should obtain:

- ☐ Employee's or applicant's written request for accommodation(s)
- ☐ Relevant information from health care provider, if permitted. Medical information will be kept confidential
- ☐ Job description
- ☐ Collective bargaining agreement or individual employment contract

Step 2 — Identify Essential Job Functions in Consultation with the Employee's Supervisor

_____

_____

_____

_____

Step 3 — Discuss with Employee or Applicant

Document interactive discussions with employee or applicant, including dates, names of persons present, and content of discussion.

Date	Description of Meeting
_____	_____
_____	_____
_____	_____

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Step 4 — Requested Accommodation(s)

List all accommodation(s) identified in the interactive discussions:

Step 5 — Evaluate Proposed Accommodation(s)

Analyze the pros, cons, and reasonableness of the identified accommodation(s):

Note: the following will be, in virtually all cases, reasonable accommodations that will not cause an undue hardship when they are requested as workplace accommodations by an employee who is pregnant: (i) Allowing an employee to carry or keep water near and drink, as needed; (ii) Allowing an employee to take additional restroom breaks, as needed; (iii) Allowing an employee whose work requires standing to sit and whose work requires sitting to stand, as needed; and (iv) Allowing an employee to take breaks to eat and drink, as needed. See 29 CFR 1636.3(j)(4).

Step 6 — Accommodation(s) Offered

Specific accommodation(s) to be provided, including dates accommodation(s) will begin and/or end:

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Reasons for denial of any accommodation(s) requested by the employee:

_____

_____

_____

_____

Step 7 — Evaluate Accommodation(s) Provided

Conduct periodic checks with the employee to ensure that the accommodation(s) is effective. If not, re-engage in the interactive process. Document these discussions, noting the dates of the meeting, the content of the discussion, and next steps.

Date	Description of Meeting
_____	_____
_____	_____
_____	_____

Retain this document in the employee's confidential personnel file or similar file for applicants.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105B Religious Workplace Accommodations for Employees and Applicants

The District complies with Title VII and state and local laws that prohibit discrimination in employment against employees or applicants for employment based on religion. The District will reasonably accommodate sincerely held religious beliefs, practices, and observances of employees and applicants for employment absent an undue hardship.

An employee or applicant for employment who requests a reasonable accommodation based on religion must promptly inform the Superintendent or designee. Upon receipt of an accommodation request, the District will begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with Title VII. Reasonable accommodation requests that do not pose an undue hardship will be considered.

After considering the requested accommodation and other relevant information, the District will, as appropriate, implement reasonable accommodations that do not pose an undue hardship (as defined by law). The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in accommodation discussions, as necessary.

An applicant or employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

Legal authority: 42 USC 2000e*,* et seq.; *Groff v DeJoy*, 143 S Ct 646 (2023)

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Series 4000: District Employment

4100 General Operations

4105B-F Religious Workplace Accommodations for Employees and Applicants

Section I (to be completed by employee or employment applicant)

Please identify your sincerely held religious belief, practice, or observance and how it conflicts with a District requirement.

For each District requirement for which you are requesting an accommodation, please identify your preferred accommodation.

Please identify any other accommodations that would also eliminate the conflict between your sincerely held religious belief, practice, or observance and the applicable District requirement.

I declare that the above information is true and accurate. I understand that knowingly providing false information on this form may subject me to criminal and civil penalties and, if I am a District employee, disciplinary action.

Signature of Person Requesting Accommodation

Date

Printed Name of Person Requesting Exemption

Section II (to be completed by District Administrator)

Step 1 – Engage in Interactive Process

Document discussions with employee or employment applicant, including dates, names of persons present, and content of discussion.

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Step 2 – Evaluate Proposed Accommodations

Analyze the reasonableness of the identified accommodations, along with whether any identified accommodations would pose an undue hardship.

Step 3 – Accommodations Provided

List specific accommodations to be provided, including dates accommodation will start and end.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4106 Family and Medical Leave Act (FMLA)

This Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations. This Policy should not be interpreted to conflict with an applicable collective bargaining agreement where the collective bargaining agreement provides rights or obligations beyond those conferred by FMLA and that are not prohibited by FMLA.

A. Qualifying for FMLA Leave

1. Employee Eligibility

a. To be eligible for FMLA leave, an employee must:

i. have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (full-time instructional employees are presumed to meet the 1,250 hour requirement);

ii. have completed 12 months (cumulative) of work for the District before the commencement of the leave. This includes non-consecutive intervals of employment with the District occurring up to 7 years before the commencement of the FMLA leave; and

iii. make the request at a time when the District has 50 or more employees at, or within 75 miles of, the worksite.

b. The applicable 12-month period to determine an employee's entitlement to FMLA leave (i.e., the FMLA leave year) is a "rolling" 12-month period measured forward from the date the employee first takes FMLA leave.

c. An eligible employee taking FMLA leave to care for a covered service member or veteran with a serious injury or illness is allowed to take up to 26 work weeks of leave in a single 12-month period measured forward from the date the employee first takes leave.

2. Qualifying Events

a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:

i. the birth or care of the employee's newborn child;

ii. the employee's care for a newly adopted child or child placed in the employee's home for foster care;

iii. to care for a spouse, child (who is younger than age 18, or over 18 but incapable of self-care), a Parent (but not parent-in-law), or an individual

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for whom the employee stands *in loco parentis* who has a serious health condition;

iv. the employee's own serious health condition; or

v. a qualifying military exigency about an employee, the employee's spouse, child (regardless of age), or Parent.

b. An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for a covered service member who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. The employee must be the spouse, child, Parent (regardless of their child's age), or next of kin of the covered service member. This subsection applies to veterans of the Armed Services who suffered an injury or illness, or aggravated an injury or illness, in the line of duty on active duty if the veteran was a member of the Armed Forces at any time during the 5 years before receiving treatment.

3. Limitations on FMLA Leave

a. The entitlement to leave for the birth of a child or placement of a child with an employee for the purposes of adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement, and these circumstances do not qualify for intermittent or reduced schedule leave unless the Superintendent or designee approves an intermittent or reduced schedule leave in writing.

b. Concerning spouses who are both employed by the District, and both eligible for FMLA leave, they are limited to a combined total of 12 work weeks of FMLA leave for the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition. This limitation does not apply to the care of a spouse or child with a serious health condition or to an employee's own serious health condition.

c. Concerning the entitlement to 26 work weeks of leave to care for a covered service member with a serious illness or injury, the 26 work week allotment may include other reasons for FMLA leave authorized by the Act. But in that allotment, an employee is not entitled to more than 12 work weeks of leave for reasons unrelated to the care for a covered service member with a serious illness or injury.

d. Concerning spouses who are both employed by the District, and both eligible for FMLA leave to care for a covered service member, they are limited to a combined total of 26 work weeks of leave for all leaves authorized by the Act during the 12-month period commencing with FMLA leave to care for a covered service member. The spouses are subject to the 12 work week limitation for leave related to the birth or placement, or related

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care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition.

B. FMLA Notice

1. An employee must give the District notice of FMLA leave as follows:

   a. When the need for FMLA leave is foreseeable (e.g., for the birth of a child, placement for adoption or foster care, or planned medical treatment), 30 calendar days' notice is required. If the employee fails to give 30 calendar days' notice with no reasonable excuse, the District reserves the right to deny or to delay the employee's FMLA leave. If the FMLA leave is for planned medical treatment, the employee must make reasonable efforts to schedule treatment so as not to unduly disrupt the District's operations.

   b. When the need for FMLA leave is unexpected, the employee must provide notice to the District as soon as practicable.

2. For both foreseeable and unexpected leave, employees must comply with District Policies, work rules, collective bargaining agreement provisions, and customary absence reporting procedures. Failure to comply with these requirements may be grounds to delay or deny the employee's FMLA leave request and may result in discipline.

3. Absent extenuating circumstances, within 5 work days after an employee requests FMLA leave or the District has reasonable information that an employee may qualify for FMLA leave, the District will provide to the employee a copy of this Policy and the U.S. Department of Labor's (DOL) "Notice of Eligibility and Rights & Responsibilities" DOL Form WH-381 (as updated).

4. Once the District receives sufficient notice, including any requested medical certification (see below), that an employee's leave qualifies as FMLA leave, the District will, absent extenuating circumstances, within 5 work days, notify the employee in writing whether the leave is designated as FMLA leave using DOL Form WH-382 (as updated).

C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.

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2. Employees must return the requested certification within 15 calendar days after the request. The District may delay or deny FMLA leave if submission of the certification is not timely.

3. Failure or refusal to provide requested medical certification within 15 calendar days may result in denial of the leave being designated as FMLA leave.

4. If an employee provides an incomplete or insufficient certification, the District will advise the employee, in writing, of the deficiencies and what additional information is needed. An employee must return the requested additional information within 7 calendar days. The District, but not the employee's direct supervisor, may contact an employee's health care provider for clarification or authentication of a certification. The District may not contact the employee's health care provider if a complete and sufficient certification, signed by the health care provider, is submitted.

5. If the District has reason to doubt the medical certification an employee submits, the District may require, at its expense, that the employee obtain a second opinion from a health care provider of the District's choice. If the second opinion differs, the District may require, at its expense, that a third opinion be obtained from a health care provider who is mutually selected by the employee and the District. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third health care provider, the employee will be bound by the second opinion. The District may not request a second opinion for leave to care for a covered service member or veteran with a serious injury or illness.

   The District may request recertification consistent with FMLA regulations. Recertification will be at the employee's expense.

   The District may request recertification in less than 30 calendar days if: an employee requests an extension of FMLA leave; circumstances stated in the prior certification have changed significantly; or the District receives information that casts doubt upon the employee's stated reason for the absence or the certification's validity.

D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan Earned Sick Time Act (ESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and conditions normally associated with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

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E. Intermittent and Reduced Schedule Leave

1. Eligible employees may take FMLA leave intermittently or on a reduced schedule when leave is taken to care for a family member with a serious health condition, for an employee's own serious health condition, because of a qualifying exigency, or to care for a covered service member or veteran, an eligible employee may take leave intermittently or on a reduced schedule when medically necessary.

2. Intermittent or reduced schedule leave will not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken. Intermittent and reduced schedule FMLA leave will be accounted for in the shortest increment used to account for leave generally within the employee's classification.

   Employees must follow the District's absence reporting procedures when using intermittent leave.

3. When an instructional employee seeks to take intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or veteran, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of work days over the leave period, the District may either require the employee to take leave on a full-time basis for the duration of the requested intermittent or reduced schedule leave or temporarily transfer the employee to an alternate position with equivalent pay and benefits.

4. If an eligible employee requests intermittent or reduced schedule leave for a foreseeable medical treatment, including during a period of recovery from a serious health condition, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. The alternate position must have equivalent pay and benefits as the employee's regular position.

F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.

2. The District will continue paying its portion, if any, of the employee's group health plan costs and insurance premiums or representative premiums while the employee is on FMLA leave and in accordance with any applicable collective bargaining or individual employment contract. Any share or portion of the group health plan costs, insurance premiums, or representative premiums paid by the employee before FMLA leave must continue to be paid by the

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employee during FMLA leave. See DOL Form WH-381. An employee's failure to pay his/her portion of group health plan costs, insurance premiums, or representative premiums during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 calendar days late. The District will provide the employee with written notice at least 15 calendar days before cancelling the employee's coverage because of a failure to make employee contributions.

3. As addressed in subsection I below, an employee who fails to voluntarily return to work after FMLA leave may be required to repay the District for his/her group health plan benefit costs.

G. Return to Work

1. At the expiration date of an employee's FMLA leave, the employee will be returned to that employee's former position or an equivalent position with the same pay, benefits, and working conditions. An employee taking FMLA leave has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period.

2. If an employee was unable to renew a license or certification because of FMLA leave and is no longer qualified for the employee's former position, the District will provide the employee reasonable time, on unpaid status, to fulfill the necessary return to work conditions.

3. Instructional Employees

   a. "Instructional" employees are those whose principal function is to teach and instruct students in a class, small group, or individual setting.

   b. If an instructional employee begins FMLA leave more than 5 weeks before the end of a term or semester, the District may require the employee to take FMLA leave until the end of the term or semester if the FMLA leave is to last at least 3 weeks and the employee would return to work during the 3-week period before the end of the term or semester.

   c. If an instructional employee begins FMLA leave during the 5-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require that FMLA leave be taken until the end of the term or semester if the instructional employee would return to work during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

   d. If an instructional employee begins FMLA leave during the 3-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or

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veteran, the District may require the employee to take FMLA leave until the end of the term or semester, if the leave will last more than five (5) work days.

e. Any additional FMLA leave required of an instructional employee by the District will not count against the employee's allotment of FMLA leave.

4. Fitness for Duty

The District may require that an employee returning from FMLA leave submit a fitness-for-duty certification from a health care provider which addresses the employee's ability to return to work and perform the essential functions of the employee's position. The District must provide the employee with notice of the requirement to provide a fitness-for-duty certification and the essential functions of the employee's position when the District provides the employee the designation of FMLA leave notice (DOL Form WH-382, as updated). If the employee fails to submit the fitness-for-duty certification in a timely manner, return from FMLA leave may be delayed by the District. The employee may be terminated if he/she fails to submit the fitness-for-duty certification.

5. Unless a collective bargaining agreement provides otherwise, an employee on unpaid FMLA leave is not entitled to accrue seniority, employment benefits (other than medical insurance), or any benefit conditioned on length of service or work performed.

H. Denial of Key Employee Restoration

1. The District reserves the right to deny restoration to the same or equivalent position to any eligible employee who is a key employee, meaning any employee who is paid a salary and is in the highest paid 10% of employees. The District may deny restoration if necessary to prevent substantial and grievous economic injury to the District's operations. If the District intends to deny restoration to a key employee, it will:

a. use DOL Form WH-381, as updated, to notify the employee of his/her status as a key employee in response to the employee's request for FMLA leave and provide the employee with an explanation of the consequences for the employee if the District determines that substantial and grievous injury will result to its operations if the employee is reinstated after FMLA leave;

b. notify the employee, in person or by certified mail, as soon as the District decides it will deny restoration and the reasons for the denial;

c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;

d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and

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e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

I. Failure to Return to Work

1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.

2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.

3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

J. Recordkeeping

1. The District will maintain the following records related to FMLA requests and use:

a. basic payroll information;

b. dates (or hours) during which eligible employees take FMLA leave;

c. copies of all notices, requests, and other documents related to FMLA leave;

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d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and

e. documents related to disputes about eligibility or designation of FMLA leave.

2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4107 Military Leave

The District complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA), Michigan's Military Leaves Reemployment Protection Act (MLRPA), and Michigan's Public Employees Entering Armed Forces Act (MPEEAFA). The term "military service" as used in this Policy includes the "uniformed services" as defined in the USERRA, "service" as defined in the MLRPA, and "military duty" as defined in the MPEEAFA.

Military service also includes service and training in the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, applicable reserve forces, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and other categories of persons designated by the U.S. President in times of war.

In qualifying circumstances, eligible full- and part-time employees may take leave related to military service and are entitled to reemployment and other rights during and at the conclusion of military leave. Military leave is unpaid, but employees may use accrued applicable paid leave for all or a portion of their military leave in accordance with a collective bargaining agreement or individual employment contract.

A. Employee Notice and Eligibility

    1. Advance notice of military service is required, unless that service prevents advance notice or notice is otherwise unreasonable or impossible.

    2. Employees are eligible for military leave when called to provide military service, whether voluntary or involuntary.

    3. Military leave may be taken for the purpose of active duty, active duty training, inactive duty training, full-time National Guard duty, examinations to determine fitness for duty, funeral honors duty, duty related to the National Disaster Medical System, or any other activity authorized by law.

B. Reemployment Rights

    1. Employees returning from military leave are entitled to prompt reemployment pursuant to conditions in the law.

    2. Employees may be disqualified from reemployment when: (a) discharged dishonorably or for bad conduct; (b) separation from military service is considered "other than honorable" by the applicable military branch; (c) dismissal occurs via court martial or by order of the U.S. President; or (d) the employee is dropped from the military service rolls because of an unauthorized absence from military service or imprisonment.

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3. The District may deny reemployment after military leave if the District's circumstances have changed to make reemployment impossible or unreasonable.

C. Reemployment Positions

An employee's reemployment position upon returning from military leave depends on the length of the employee's military service, advancement if the employee had remained continuously employed, the employee's qualifications, and other factors described in the law.

D. Pay and Rights Upon Reemployment

1. Upon reemployment, an employee receives seniority and other rights and benefits determined by seniority that the employee had attained on the date that military leave began, plus the additional seniority and rights and benefits that the employee would have attained if the employee had remained continuously employed. An employee is entitled to any other rights and benefits not determined by seniority as are generally provided by the District to other employees having similar seniority, status, and pay when taking a non-military leave.

2. Upon reemployment, an employee's eligibility calculation for leave under the FMLA will assume that the employee worked for the District during the period of military leave.

3. Upon reemployment, an employee may not be discharged except for a reason constituting just cause for a period of up to 1 year after reemployment from military leave depending on the length and type of military service.

E. Benefits

1. If an employee commencing military leave has coverage under a District-provided group health benefit plan, the employee may (at the employee's expense) elect to continue coverage for the employee, the employee's spouse, and/or the employee's dependents, subject to conditions in the law.

2. If an employee's health insurance coverage is terminated consistent with the law, upon reemployment, the employee (and the employee's spouse and dependents) is immediately eligible for reinstatement of health insurance coverage.

F. Notice and Complaints

1. Notice of employee rights under the USERRA will be posted in an appropriate location.

2. The District will not retaliate or take adverse action against an employee based on the employee's exercise of rights under the law.

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3. An employee must immediately contact the Employment Compliance Officer(s) if the employee believes the District has violated the law or this Policy. The District will investigate the complaint pursuant to Policy 4104.

Legal authority: 38 USC 4301 et seq.; MCL 32.271 et seq.; MCL 35.351 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4108 Union Activity and Representation

The District will not engage in any of the following:

- interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employment Relations Act (PERA);
- discriminate in regard to hire, terms, or other conditions of employment based on membership or non-membership in a labor organization;
- discriminate against an employee because he/she has given testimony or instituted proceedings under PERA;
- initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; and
- use public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees, unless a collective bargaining agreement expressly permits dues or service fee deductions from wages. Upon the expiration of the collective bargaining agreement, the District is not obligated to collect labor organization dues or service fees. Unless prohibited by a collective bargaining agreement, the District may charge an administrative fee to the labor organization for collecting and processing dues and other deductions on the organization's behalf.

This Policy must be implemented consistent with Policy 1101.

An employee who is subject to an investigatory interview that may result in discipline or reasonably believes that an investigatory interview may result in discipline may bring to the investigatory meeting another employee, or a union representative, if the employee is in an exclusively represented bargaining unit. If the employee's union representative of choice is not immediately available, the investigatory meeting need not be delayed and may proceed with another representative present.

The District may permit a union representative to attend other meetings, but is not obligated to do so unless required by law or by an applicable collective bargaining agreement. District administration is not required to inform an employee of the right to union representation.

An employee is not entitled to have legal representation present at an employment-related meeting with District administration unless the Superintendent or designee gives prior permission.

Legal authority: MCL 423.209, 423.210; *Janus v AFSCME*, Council 31, 138 S. Ct. 2448 (2018); *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

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4100 Employee Rights and Responsibilities

4109 Break Time for Nursing Mothers

Each time an employee needs to express breast milk during the 1-year period after the child's birth, the District will provide reasonable break time for this purpose in a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public or additional time may be granted for appropriate cause as determined by the Superintendent or designee. For non-exempt employees, break time for expressing breast milk will be unpaid unless the employee is not completely relieved from duty during the entirety of the break, or the employee uses paid break time to which the employee is otherwise entitled under an applicable collective bargaining agreement, individual employment contract, or employee handbook. A longer accommodation may be available under the Pregnant Workers Fairness Act.

Legal authority: 29 USC 218d; 34 CFR 106.57

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4110 Reimbursement

The District may reimburse an employee for actual, necessary, and reasonable expenses incurred in the performance of official or appropriately authorized duties. As a condition to reimbursement, the District may require pre-approval of an expense.

Subject to prior written approval of the Superintendent or designee, an employee may attend workshops, conferences, trainings, programs, official functions, hearings, and meetings that assist in work performance and are in the District's best interests.

Reimbursement may include expenses for registration, tuition, fees, charges, travel expenses, meals (except alcohol), lodging, or other related expenses as the Superintendent or designee deems appropriate and as permitted by law.

This Policy will not be construed in a manner that restricts reimbursement provisions in any applicable collective bargaining agreement, individual employment contract, or employee handbook.

Legal authority: MCL 380.11a(3), 380.1254(1), 380.1804

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4111 Professional Development

A. General

For purposes of this Policy, “day” is defined as at least 6 hours and “year” is defined as July 1 to June 30.

B. Teachers

The District provides professional development for teachers in compliance with state law. At the District’s discretion and consistent with state law, professional development hours may be counted as student instructional hours, although the instructional calendar may be extended if necessary for the District to receive full state aid under federal or state law. To facilitate professional development, the District may provide a substitute, reimburse conference expenses or registration fees, or provide release time for attendance. Professional development may include working in professional learning communities or examining student data.

The District must document the following information:

- dates when professional development was provided;
- beginning and ending times; and
- topic(s) presented to participating teachers on each date.

The Superintendent or designee has the discretion to select topics for professional development. For each day that professional development is provided, the District must retain at least one of the following:

- sign-in/out sheet;
- attendance log;
- flyer/notices announcing the event;
- agenda/meeting minutes;
- travel voucher(s);
- food receipt(s); or
- District calendar (dates indicated).

The District will record teacher attendance, including probationary teachers, at professional development on the prescribed form published by MDE or a modified

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form designed to assist teachers with tracking their professional development for teacher certification renewal.

In addition to the State-mandated professional development, the District is required by state law to provide 15 days of professional development to new teachers in their first 3 years of classroom teaching. Professional development should, where appropriate, align with the teacher's individual development plan.

C. Professional Staff

Professional staff are to participate in professional development as required under state law or the respective professional standards consistent with the professional's position. Professional development may be on a local, state, or national level. Superintendent or designee pre-approval is required before attending professional development.

D. Maintaining Certifications and Licenses

Teachers, Non-Teaching Professionals, Administrators, and the Superintendent must comply with professional development or continuing education obligations to maintain certifications or licenses, including the payment of any related fees. The District is not obligated to notify professionals that certifications or licenses are expiring.

E. Other Employees

The District may offer in-services or training on a mandatory or voluntary basis to other employees. If a training is mandated, employees will be paid and, if applicable, released for that time. If the District employs bus drivers, bus drivers will be paid for training time to keep a commercial driver's license (CDL) current.

Legal authority: MCL 257.312e, 257.1801 et seq.; MCL 380.1231, 380.1233, 380.1233a, 380.1233b, 380.1233c, 380.1246, 380.1526, 380.1527, 380.1531, 380.1536; MCL 388.1674, 388.1763

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4100 Employee Rights and Responsibilities

4112 Extracurricular Employees or Volunteers

Persons employed in extracurricular activities, such as athletic coaches, advisors, or activity sponsors, and whose primary duty is instructing students in the rules, fundamentals, or techniques of the related sport or activity, but who are not otherwise employed by the District, are exempt from the Fair Labor Standards Act's minimum wage and overtime requirements.

Persons engaged as volunteers in the District's extracurricular activities may be paid a stipend at the end of the activity. Volunteer stipends must be limited to expenses incurred.

Extracurricular employees and volunteers serve on an at-will basis as determined by the Superintendent or designee.

Extracurricular employees are subject to background checks under Policy 4205. Volunteers may also be subject background checks under Policy 4205 or using another verified background check method.

Legal authority: DOL Opinion Letter FLSA 2018-6

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4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30.
2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
    a. an unpaid trainee or unpaid intern;
    b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
    c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

    If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.
3. "Family member" is defined as:

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a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;

b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;

c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;

d. grandparent, grandchild, and biological, foster, or adopted sibling;

e. an individual related by blood; or

f. an individual whose close association with the eligible employee is the equivalent of a family relationship.

4. "Earned sick time" means paid leave as allowed by the ESTA.

5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

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An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

   For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

   If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

   - a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
   - an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
   - 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

   Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

   The District is in compliance with this Section D if it:

   - provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
   - is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

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Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;

2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;

3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be

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responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in 1-hour increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 515 Mich 328 (2024)

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-1 Michigan Earned Sick Time Act (ESTA) Form

ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30.

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;

2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;

3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because

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of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A LEO ESTA brochure is attached to this notice, along with a copy of the ESTA.

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[Attach LEO Hire Notice When Published by LEO]

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

*4113-F-2 Michigan Earned Sick Time Act (ESTA) Leave Request Checklist**

☐ **1. <u>EE Eligibility</u>**. Determine if EE is eligible for earned sick time under ESTA. If EE is ineligible, then ESTA does not apply. EE is ineligible if EE fits within at least 1 of the following exclusions:

- ☐ CBA Exclusion
  - ☐ EE is covered by a CBA that was in effect on 2/21/25,
  - ☐ The CBA has not expired, and
  - ☐ For *every* employee covered by the CBA, the CBA addresses sick leave (or a similar benefit) or expressly excludes sick leave.
- ☐ Individual Employment Contract Exclusion
  - ☐ EE is covered by an individual employment contract that was signed by *both* the EE and ER on or before 12/31/24,
  - ☐ Contract is effective for 3 years or less,
  - ☐ ER notifies LEO of the contract,[1] and
  - ☐ Contract "conflicts" with ESTA.[2]
- ☐ Categorical Exclusion
  - ☐ EE is an unpaid trainee or an unpaid intern,
  - ☐ EE is under 18 years old and employed under the Michigan Youth Employment Standards Act, *or*
  - ☐ ER policy allows EE to schedule EE's own working hours and prohibits ER from taking adverse personnel action against EE for not scheduling a minimum amount of working hours.

☐ **2. <u>Purpose for Leave</u>**. Confirm EE's requested leave is for an ESTA purpose. If not for an ESTA purpose, then ESTA does not apply. An eligible EE may use accrued earned sick time for any of the following purposes:

- ☐ EE or EE family member illness, injury, health condition, or preventative medical care.
- ☐ If EE or EE family member is a domestic violence or sexual assault victim, for:
  - ☐ Medical care or counseling for a physical or psychological injury or disability,
  - ☐ Services from a victim services organization,
  - ☐ Relocation,
  - ☐ Legal services, or
  - ☐ Participation in any civil or criminal proceedings related to the domestic violence or sexual assault.
- ☐ Meeting at child's school or place of care related to:
  - ☐ The child's health or disability, or
  - ☐ The effects of domestic violence or sexual assault on the child.
- ☐ Closure of EE's place of business by a public official due to a public health emergency.
- ☐ EE need to care for a child whose school or place of care is closed by order of a public official due to a public health emergency.
- ☐ Leave when health authorities or a health care provider determines that EE or EE family member presence in the community jeopardizes the health of others because of EE or EE family member exposure to a communicable disease.

☐ **3. <u>Concurrent or Alternate Leave</u>.**

- ☐ If an eligible EE's requested leave is for an ESTA reason, determine whether earned sick time will run concurrently with any other available leave, such as FMLA leave or leave granted by a CBA, individual employment contract, or policy.
- ☐ If EE is not an eligible EE or if eligible EE's requested leave is not for an ESTA reason, determine if EE qualifies for any other leave, such as leave granted by a CBA, individual employment contract, or policy.

☐ **4. <u>Leave Notice</u>.** ESTA generally permits an ER to require an EE to provide up to 7 days' advanced notice for foreseeable leave and notice as soon as practicable for unforeseeable leave. ESTA also permits an ER to discipline an EE who fails to provide required notice. Check any applicable CBA, individual employment contract, and policy for any ESTA advanced notice requirements applicable to the EE.

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* This checklist was created on 9/17/25 and is based on (i) statutory text as of that date, and (ii) 7/22/25 Frequently Asked Questions published by LEO (FAQs). The back side of this checklist contains definitions.

This checklist is intended to assist a school with determining whether an EE's leave request qualifies for earned sick time and, if so, to assist the school with processing that leave. According to the FAQs, an EE must request the use of earned sick time; an ER cannot mandate that an EE use earned sick time before the EE uses other leave.

Review any applicable CBA, individual employment contract, and policy for ESTA provisions that may impact the above checklist. For example, a contract may grant earned sick time to an EE who does not otherwise qualify for earned sick time under ESTA.

ESTA leave mandates do not apply to an ER with less than 11 EEs (Small Employer) until 10/1/25 or, if the Small Employer did not employ an EE before 2/21/22, until 3 years after the ER first employs an EE.

[1] ERs must notify LEO by email: leo-estacontract@michigan.gov.

[2] Neither ESTA nor the FAQs expressly address what it means for an individual employment contract to "conflict" with ESTA. The FAQs suggest, however, that a conflict exists if the contract addresses sick leave (or a similar benefit) or expressly excludes sick leave.

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☐ **5.** **Available Leave**. Confirm EE did not exhaust accrued earned sick time. If EE exhausted accrued time, then ESTA does not apply, assuming that ER granted minimum leave required by ESTA. An ER may satisfy its earned sick time mandate for an EE by either (i) frontloading earned sick time at the beginning of the ER's ESTA benefit year for immediate use (frontloading requirements differ for full-time and part-time EEs), or (ii) granting 1 hour of earned sick time for every 30 hours worked. Reminders:
- ☐ If EE accrues leave at the rate of 1 hour for every 30 hours worked, then:
  - ☐ An ER is not required to permit an EE to use more than 72 hours of earned sick time during an ESTA benefit year (40 hours if a Small Employer).
  - ☐ ER must allow EE to carry over up to 72 hours of accrued leave from ESTA benefit year to ESTA benefit year (40 hours if a Small Employer).
  - ☐ An ER may require an EE hired after 2/21/25 to wait up to 120 calendar days after commencing employment before using accrued leave.
  - ☐ An EE exempt under the Fair Labor Standards Act is assumed to work 40 hours per workweek, unless the EE's normal workweek is less than 40 hours.
- ☐ If EE (i) transfers to another position while employed for the same ER, or (ii) separates from employment but is rehired by the same ER within 2 months after separation, then EE may use earned sick time that was accrued but unused before the transfer or separation, unless the ER paid the EE the value of that earned sick time at time of transfer or employment separation.

☐ **6.** **Leave Increment**. Leave may be used in:
- ☐ 1-hour increments, or
- ☐ The smallest increment the ER uses to account for non-ESTA absences.

☐ **7.** **Supporting Documents**. For leave of more than 3 consecutive days, ER may require EE to provide the ER with reasonable documentation that earned sick time was used for an ESTA purpose. If ER requests such documentation, then ER is responsible for paying EE's costs in obtaining the documentation and EE must return the documentation within 15 days of the request. Reasonable documentation is:
- ☐ Documentation signed by a health care professional indicating that earned sick time is necessary, or
- ☐ In cases of domestic violence or sexual assault, any of the following selected by the EE:
  - ☐ A police report indicating that the EE or the EE's family member was a victim of domestic violence or sexual assault,
  - ☐ A signed statement from a victim and witness advocate affirming that the EE or the EE's family member is receiving services from a victim services organization, or
  - ☐ A court document indicating that the EE or the EE's family member is involved in legal action related to domestic violence or sexual assault.

Definitions

- CBA – collective bargaining agreement.
- Domestic partner – adult in committed relationship with another adult.
- Earned sick time – Time off from work that can be used for any ESTA purpose.
- EE – Employee.
- ER – Employer.
- Family member –
  - Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the EE stands *in loco parentis*,
  - Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an EE or an EE's spouse or domestic partner or a person who stood *in loco parentis* when the EE was a minor child,
  - Individual to whom the EE is legally married under the law of any State or a domestic partner,
  - Grandparent or grandchild,
  - Biological, foster, or adopted sibling,
  - Individual related by blood to the EE, or
  - Individual whose close association with the EE is the equivalent of a family relationship.
- FMLA – Family and Medical Leave Act.
- Health Care Professional –
  - Person licensed under Michigan or federal law to provide health care services, including nurses, doctors, and emergency room personnel, or
  - Certified midwife.
- LEO – Michigan Department of Labor and Economic Opportunity.

This checklist provides a general overview of ESTA and its applicability to schools. None of the information in this checklist is intended as legal advice or opinion for specific facts, matters, situations, or issues. Consult legal counsel about the application of this document to a specific circumstance or situation. This checklist is subject to future legal developments.

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