

# **NEOLA, Inc.**

## **SPECIAL RELEASE – JANUARY 2016**

### **THE EDGAR COLLECTION (MICHIGAN)**

#### **OVERVIEW AND COMMENTS**

In December 2014, the U.S. Department of Education (ED) released the newly updated Education Department General Administrative Regulations (EDGAR). This major rewrite of the regulations was issued after nearly 40 years of very little change in the compliance measures that federally funded programs must meet. The regulations cover the application process, financial management, procurement, inventory management, time and effort accountability, cost allowability, record retention, and program oversight.

These new regulations will require some revision to current policies and the addition of several new policies. The greatest focus, however, will be on compliant written procedures relative to many of the financial and program management functions. These procedures will necessarily be district-specific, providing a clear picture of how these functions are carried out in the District.

NEOLA has conducted a thorough review of policy and administrative guidelines templates and will be providing appropriate revisions and additions in this special release and in future updates to assist districts in meeting compliance standards put forth by EDGAR. Policy documents in this special release – The EDGAR Collection (MI) - have been reviewed by Brustein & Manasevit, PLLC Attorneys at Law and by Varnum, LLP (Grand Rapids, MI) for consistency with Federal and State law, respectively.

#### **Note from Karen:**

I have indicated the page where revisions occur at the top of each policy. If there isn't a page number it means the revisions are throughout the policy. I have also bundled those policies which are the same for each employee group (1130, 3110, 4110 and 1630.01, 3430.01, 4430.01). The revisions are the same for each group.

Steve has reviewed this group of policies and recommends approval. As always, please call me with any questions. These will be on the August board agenda for 1<sup>st</sup> reading approval.

Thanks!!

**BOARD OF EDUCATION  
VICKSBURG COMMUNITY SCHOOLS**

BYLAWS  
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0144.3

**Conflict of Interest**

Board members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. No Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
- B. When a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.
- C. A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contract or other financial transaction or is an employee of the School District, intermediate school district, or public school academy.

Having a child in the District does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the School District.

“Family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage.

1. A Board member is not considered to have a financial interest in any of the following instances:
  - a. A contract or other financial transaction between the School District and any of the following:
    - 1) A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    - 2) A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    - 3) A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.

- b. A contract or other financial transaction between the School District and any of the following:
    - 1) A corporation in which the individual is not a director, officer, or employee.
    - 2) A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.
    - 3) A corporation or firm that has an indebtedness owed to the individual.
  - c. A contract between the School District and the intermediate school district.
  - d. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.
2. If the financial interest pertains to a proposed contract with the District, the following requirements must be met:
- a. The Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes.
  - b. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (M.C.L. 380.1203) must be approved by a majority vote of the full Board without the vote of any Board member with a financial interest.



However, if a majority of the members of the Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members eligible to vote is required for approval of the contract or financial transaction.

- c. The official minutes of the Board disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the District included in the contract, and the nature and degree of assignment of District staff needed to fulfill the contract.
  - d. A Board member with a financial interest in a contract may participate in discussion , but may not vote on the contract.
- D. Board members shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds.
- E. A Board member may be appointed to serve as a volunteer coach or supervisor of a student extra-curricular activity if all of the following conditions are present:
- 1. the Board member receives no compensation for service as a volunteer coach or supervisor;
  - 2. the Board member abstains from voting on issues before the Board concerning the program during the period of time s/he serves as a volunteer coach or supervisor;

3. there is no other qualified applicant available to fill a vacant position; and
4. the appointing authority has received the results of a criminal history check and criminal records check from the Michigan State Police or the Federal Bureau of Investigation for the Board member.

M.C.L. 15.183, 15.323, 380.1203

Revised 4/13/09

Revised 8/12/13

Revised 9/9/13

[Revised 4/26/16](#)

0144.4

#### **Indemnification**

The Board may bear the costs, including reasonable counsel fees and expenses and costs of appeal, if any, incurred by a Board member in his/her defense of a civil action, or in a criminal action that results in final disposition in his/her favor, brought against him/her for any act or omission arising out of and in the performance of duties as a Board member.

M.C.L. 691.1408

0145

#### **Discriminatory Harassment**

The Board of Education's intent is to provide an environment that fosters the respect and dignity of each person. To this end, the Board is committed to maintaining an environment free of harassment and intimidation.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status, and/or any other legally protected characteristic.

0175.1      **School Board Conference, Conventions, and Workshops**

The Board recognizes the value of membership and attendance at conferences and meetings at the local, County, State, and National level.

Attendance at Local, County, and State workshops and conferences is encouraged.

Each Board member is expected to report back to the Board after attending a conference at District expense.

Travel and personal expenses of spouse, children, or other guest traveling with a Board member shall be the responsibility of the Board member or of the individual. Expenses for convention functions attended as a group will be borne by the District within budgetary limits.

If approved, the following are reimbursable upon submission of receipts and documentation:

- A. conference registration fees
- B. transportation – plan, train or automobile, including buses, taxis and limousines
- C. mileage at the Board approved rate
- D. toll charges and parking
- E. lodging (In most instances reimbursement will be limited to the conference rate, however, exceptions may be made in extenuating circumstances as determined by the Treasurer.)
- F. Meals
  - 1. the maximum per-day/per-meal allowance/stipend (includes up to a twenty percent (20%) gratuity) for all travel that does not exceed IRS limitations.
  - 2. official conference banquets will be reimbursed at actual cost

The President of the Board will regularly receive a record of Board member attendance at conferences.



**BOARD OF EDUCATION  
VICKSBURG COMMUNITY SCHOOLS**

ADMINISTRATION  
1130/page 1 of 3

**CONFLICT OF INTEREST**

Staff members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

To accomplish this, the Board of Education has adopted the following guidelines to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system. When a staff member determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered by the Board or administration, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member shall use his/her position to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the pecuniary interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member shall disclose the direct pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member shall make the disclosure in one of two (2) ways:

- a. In writing, to the Board president at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)



- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
- 4. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
  - b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
  - c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
  - d. the requirement of student or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
- 5. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

- B. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

It will be the responsibility for each administrator and supervisor to make this policy known to his/her subordinates, to enforce this policy, and to promptly report any apparent violations to the Superintendent.

- C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

Violation of this policy shall result in discipline, which may include termination from employment.

2 C.F.R. 200.318  
M.C.L. 380.634

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Revised 1/99  
Revised

**BOARD OF EDUCATION**

PROFESSIONAL STAFF

VICKSBURG COMMUNITY SCHOOL DISTRICT 3110/page 1 of 3**REVISED New POLICY - VOL. 30, NO. 1****CONFLICT OF INTEREST**

Staff members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

To accomplish this, the Board of Education has adopted the following guidelines to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities. When a staff member determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered by the Board or administration, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member shall use his/her position to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the pecuniary interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member shall disclose the direct pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member shall make the disclosure in one of two (2) ways:

- a. In writing, to the Board president at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its



public meetings. (See Bylaw 0165.)

- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
- 4. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
  - b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
  - c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
  - d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
- 5. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

- B. Should exceptions to this policy be necessary in order to provide



services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

- C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

Violation of this policy shall result in discipline, which may include termination from employment.

- ~~{ } Professional staff shall not accept any monies, goods, or services with a value in excess of the amount established annually by the State Department of Instruction (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District.~~

2 C.F.R. 200.318

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**BOARD OF EDUCATION**

SUPPORT STAFF

**VICKSBURG COMMUNITY SCHOOL DISTRICT** 4110/page 1 of 3**REVISED-New POLICY - VOL. 30, NO. 1****CONFLICT OF INTEREST**

Staff members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

To accomplish this, the Board of Education has adopted the following guidelines to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities. When a staff member determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered by the Board or administration, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member shall use his/her position to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the pecuniary interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member shall disclose the direct pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member shall make the disclosure in one of two (2) ways:

- a. In writing, to the Board president at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its



public meetings. (See Bylaw 0165.)

- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
4. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
  - b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
  - c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
  - d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
5. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

- B. Should exceptions to this policy be necessary in order to provide

services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

- C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

Violation of this policy shall result in discipline, which may include termination from employment.

- ~~{ } — Support staff shall not accept any monies, goods, or services with a value in excess of the amount established annually by the State Department of Instruction (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District.~~

2 C.F.R. 200.318  
M.C.L. 380.634

Approved



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VICKSBURG COMMUNITY SCHOOLS**

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**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

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

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

**Employee Entitlement to Service Member FMLA**

**Leave Entitlement**

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

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

Duration of Service Member FMLA

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



General FMLA Provisions

Administrators are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement. All full-time administrators are deemed to meet the 1,250 hour requirement. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining and employee's eligibility for FMLA leave.

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

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

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

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

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

- 2. any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the

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VICKSBURG COMMUNITY SCHOOLS**

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absence does not last for more than three (3) consecutive, full calendar days.

3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
  5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis);
- C. conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

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

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

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

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



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

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

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

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

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member). When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

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

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

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



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

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

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

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

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

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

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program. Special rules under the FMLA may apply for instructional staff.

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

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



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

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

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

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

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

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

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

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

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

Adopted 12/8/14

[Revised](#)

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**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

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

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

**Employee Entitlement to Service Member FMLA**

**Leave Entitlement**

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

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; and 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.



- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

**Duration of Service Member FMLA**

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



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

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

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

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

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

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

- 2. Any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

- 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

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4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
  5. Any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- C. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

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

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

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

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

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

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count towards the maximum allowable leave, as the paid leave and FMLA/Service Member Family leave will run concurrently.



The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

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

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

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

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member. When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

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

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

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**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

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

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

**Employee Entitlement to Service Member FMLA**

**Leave Entitlement**

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

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen 15 calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

**Duration of Service Member FMLA**

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



**General FMLA Provisions**

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining and employee's eligibility for FMLA leave.

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

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

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

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

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

- 2. Any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
  5. Any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- C. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

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

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

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

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



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

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

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

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

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

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



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illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

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

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

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Adopted 12/11/06  
Revised 4/14/08  
Revised 1/11/10  
Revised 11/8/10  
Revised 12/8/14  
[Revised](#)

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**NEW POLICY - VOL. 30, NO. 1**

**SEXUAL VIOLENCE**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its education programs and activities. The Board is committed to maintaining an education and work environment that is free from all forms of unlawful harassment, including sexual harassment.

Sexual harassment, including sexual violence, interferes with students' rights to receive an education free from discrimination, and, in the case of sexual violence, is a crime. Pursuant to its Title IX obligations, the Board is committed to eliminating sexual violence in all forms and will take appropriate action against any individual found responsible for violating this policy. To further its commitment against sexual violence, the Board provides reporting options, an investigative and disciplinary process, and other related services as appropriate.

This policy applies to all student complaints, whether filed by a student, his/her parent, an employee, or third party on the student's behalf. It applies to all District operations, programs, and activities, as well as to unlawful conduct occurring on school property or during a Board-sponsored activity. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.

## **Definitions**

### **Sexual Harassment**

As detailed further in Policy 5517, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Examples include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;
- D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;
- E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

- I. inappropriate boundary invasions into a student's personal space and personal life; and
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

### **Sexual Violence**

Sexual violence, as used in this policy, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age, intellectual or other disability, or use of drugs or alcohol).

Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sexual harassment and, in turn, sex discrimination prohibited by Title IX.

Harassing conduct creates a hostile environment when it interferes with or limits a student's ability to participate in or benefit from the school's program. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For example, a single instance of rape is sufficiently severe to create a hostile environment.



**Anti-Harassment Compliance Officers**

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers."

**[NOTE: For the complainant's comfort, districts are advised to appoint both a male and a female Compliance Officer. The Compliance Officers may also serve as the District's Section 504/ADA and Title IX Coordinators.]**

Michael Barwegen  
(Name)

Christine Veld  
(Name)

Tobey Elementary  
Principal  
(School District Title)

Human  
Resources  
(School District Title)

269-321-  
1660  
(Telephone Number)

269-321-1018  
(Telephone Number)

301 S. Kalamazoo St, Vicksburg MI  
49097  
(Office Address)

301 S. Kalamazoo St, Vicksburg, MI  
49097  
(Office Address)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually:

- ☒ in the student, parent, and staff handbooks.
- ☐ ~~in the School District Annual Report to the public.~~
- ☒ on the School District's web site.
- ☐ ~~on each individual school's web site.~~
- ☐ ~~in the School District's calendar.~~
- ☐ \_\_\_\_\_.

The Compliance Officers are available during regular school/work hours to discuss Title IX questions, sexual violence concerns, and to assist students, other members of the School District community, and third parties. Compliance Officers shall accept sexual violence complaints directly from any members of the School District community or a visitor to the District, as well as those initially filed within a school building administrator. Upon receiving a complaint, the Compliance Officer or designee will discuss confidentiality issues with the complainant (and his/her parent, if the complainant is a minor), and open an investigation as described below.

## **Complaint Procedures**

### **Reporting**

Students and Board employees are required, and parents, community members, and third parties are encouraged, to report sexual violence promptly to a teacher, administrator, supervisor, or other school official. Reports can be made orally or in writing, and should be as specific as possible. The person making the report shall identify the alleged victim, perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s). The District, however, will investigate and address all reports to the extent possible.

A student has a right to file criminal and/or Title IX complaints simultaneously. A student does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to sexual violence or any other Title IX concerns may also be filed with the U.S. Department of Education's Office for Civil Rights.

**~~{OPTIONAL: The District's harassment reporting form (Form 5517.02 F1) is an optimal, but not required, way to report sexual harassment, including sexual violence. This form is available at \_\_\_\_\_.}~~**



Any teacher, administrator, supervisor, or other school employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities pursuant to R.C. 2151.412. The Compliance Officer will oversee the District's investigation and response to any Title IX-related complaints, but s/he may delegate the investigative process to another individual ("Designee"). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.

### **Confidentiality**

The District respects students' privacy and will only disclose information regarding alleged sexual violence to individuals who are responsible for handling the school's response, the student's parents (if the student is a minor or is considered a dependent under Section 152 of the Internal Revenue Code), or as otherwise required by law. During the course of a formal investigation, the Compliance Officer/designee will instruct all interviewees about the importance of maintaining confidentiality. Interviewees will be directed not to disclose any information that s/he learns or that s/he provides during the course of the investigation to third parties.

Students or their parents sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. Upon such a request, the Compliance Officer/designee will inform the student and his/her parent that honoring the request may limit the District's ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The official will also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs.

Should the student or his/her parents continue to request complete confidentiality, the Compliance Officer/designee will balance the student's privacy request with the District's obligation to provide a safe and non-discriminatory environment for all students. Should the official determine that the District can honor the student's or parent's request and remain in compliance with its Federal and State obligations, the District may limit its investigation and/or formal action against the alleged perpetrator. The District will, however, take other action to address the sexual violence. This may include increasing monitoring and security, offering schedule changes, and conducting climate surveys.



If the Compliance Officer/designee determines that the District must disclose the student's identity to an alleged perpetrator, s/he will inform the student and his/her parents prior to disclosure. The District will then afford interim protection measures to the student as appropriate.

**Investigation**

The District is committed to investigating all sexual violence complaints in an adequate, reliable, impartial, and prompt manner. The investigation will seek to determine whether the conduct occurred, and if so, what actions the school will take to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects.

The investigation may include:

- A. interviewing the complainant, perpetrator, and any witnesses;
- B. reviewing law enforcement investigation documents;
- C. reviewing student and personnel files;
- D. gathering and examining other relevant documents or evidence; and
- E. providing a disciplinary hearing as needed.

The District affords both parties a balanced and fair process. Specifically, the complainant has the same rights throughout the proceeding as the alleged perpetrator. Both parties, for example, will have an equal opportunity to present relevant witnesses and other evidence at a disciplinary hearing. Likewise, the District's appeal process is available to both parties. The District, however, does not require complainants to be present for the hearing or appeal. Further, the District will not permit parties to personally question or cross-examine each other directly.

**[OPTION]**

~~{ } ——— Additionally:~~

- ~~(+) The District permits both parties to have legal counsel or other advisors at any stage of the proceedings. Any restrictions on legal counsel participation apply to both parties equally.~~
- ~~(+) The District permits both parties to submit third party testimony.~~
- ~~(+) The District permits both parties to be present for the entire hearing, but it will not require the complainant and alleged perpetrator to be present in the same room at the same time.~~

**~~[END OF OPTION]~~**

In resolving a complaint, the District uses a preponderance of the evidence standard, determining whether it is more likely that not that sexual violence occurred.

**Timeline**

The Compliance Officer/designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days after receipt of a report of sexual violence to advise s/he/them of the Board's intent to investigate the alleged misconduct. The Compliance Officer/designee will also inform the alleged perpetrator of the opportunity to submit a written response to the complaint within five (5) business days. The District's investigation, including a disciplinary hearing process (but not appeal), may take up to sixty (60) calendar days to complete. This timeframe may be extended on a case-by-case basis, depending on the complexity and severity of the matter, criminal investigation requirements, and school breaks. During this period, the District will provide the complainant with periodic updates on the status of the investigation.

### **Interim Measures**

During the investigation, the District will take interim steps to facilitate the complainant's equal access to its education programs. These steps may include, but are not limited to: (1) notifying the complainant of his/her options to avoid contact with the alleged perpetrator; (2) allowing the complainant to change his/her academic, extracurricular, transportation, dining, and working situation as appropriate; and (3 ) informing complainant of other available resources, such as counseling, legal assistance, and victim advocacy. Specific interim measures will be considered and offered on a case-by-case basis.

### **Notice**

Upon completing its investigation, the District will notify both parties in writing about the outcome of the complaint and any appeal. Specifically, the District will notify the complainant: (1) as to whether the investigation substantiated the allegations; (2) of individual remedies offered to the complainant; (3) of sanctions imposed on the perpetrator that directly relate to the complainant; and (4) other steps the District has taken to eliminate the hostile environment and prevent recurrence. The alleged perpetrator will be notified of the investigation's result and disciplinary consequence to him/her, if any. The District will not notify the alleged perpetrator about the individual remedies afforded to the complainant. All aforementioned notifications will comply with Federal and State privacy laws, including the Family Education Rights and Privacy Act (FERPA).



### **Remedies**

The District will provide a prompt and equitable resolution. If the investigation substantiates the complaint, the District will take steps to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects. In addition to imposing disciplinary consequences on the perpetrator, the District will consider the following individual and global remedies, on a case-by-case basis:

- A. providing medical, counseling, and academic support services to the complainant and/or perpetrator;
- B. re-arranging schedules at the complainant's request;
- C. affording the complainant extra time to complete or retake classes without academic penalty;
- D. reviewing any disciplinary proceedings against the complainant;
- E. training or retraining employees;
- F. developing materials on sexual violence;
- G. conducting sexual violence prevention programs; and
- H. conducting climate checks.

The District will not offer mediation in cases involving sexual violence. Disciplinary consequences against offenders may include suspension, expulsion, termination, and any other sanctions the Board deems appropriate. Any discipline meted out to offenders will comply with special education and Section 504 laws and regulations.

### **Appeals Process**

Both complainants and perpetrators may appeal the outcome of the investigation. Any appeal opportunities afforded to the alleged perpetrator are also afforded to the complainant. Any party wishing to appeal the outcome of the investigation must submit a written appeal to the Board within ten (10) school days after receipt of the written notice of the outcome of the investigation. The Board shall, within twenty (20) work days, conduct a hearing concerning the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.

### **Retaliation**

Federal law strictly prohibits retaliation against a complainant or witness. The District will inform complainant of this prohibition and direct him/her to report retaliation, whether by students or school officials, to the Compliance Officer. Upon learning of retaliation, school officials will take strong responsive action as appropriate.

### **Training**

All staff will be trained so they know to report harassment to appropriate school officials. This training will include practical information about how to identify and report sexual harassment, including sexual violence. The training will be provided to any employees likely to witness or receive complaints involving sexual harassment and/or sexual violence, including teachers, school law enforcement unit employees or school resource officers, school administrators, school counselors, and health personnel. Further, school administrators responsible for investigating allegations of sexual harassment and sexual violence will be trained how to conduct such investigations and respond properly to such charges.

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)  
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education  
Improvement Act of 2004 (IDEIA)  
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964  
42 U.S.C. 2000d et seq.  
42 U.S.C. 2000e et seq.  
42 U.S.C. 1983  
34 C.F.R. Part 106  
Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)  
OCR's Revised Sexual Harassment Guidance (2001)

**Approved**



**FEDERAL GRANT FUNDS**

It is the objective of the Board of Education to provide equal educational opportunities for all students within the District. Therefore, it is the intent of the Board to study Federal legislation to provide better educational opportunities, better educational environment, and better physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this District. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school districts and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accord with Federal guidelines on discrimination. All Federal funds received by the District will be used in accordance with the applicable Federal law. The Superintendent shall require that each draw of Federal monies is as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

No Federal funds received by the District shall be used (1) to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; (2) to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; (3) to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or (4) to operate a program of contraceptive distribution in schools.

Grant Administration

- A. The administration of grants will adhere to all applicable Federal, State, and grantor rules and regulations as well as District policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, program



objectives, and the terms and conditions of the grant award.

- D. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the District will be used in accordance with the applicable Federal law. The Superintendent shall require that each draw of Federal monies is as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

#### Fiscal Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, and grantor rules, regulations, and assurances as well as District policies and administrative guidelines.

The Superintendent shall provide for the following:

- A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.
- A.B. Accurate, current, and complete disclosure of the financial results of each Federally-sponsored project in accordance with the reporting requirements of the grant.
- B.C. Effective control over and accountability for all funds, property, and other assets in their use solely for authorized purposes.
- C.D. Recordkeeping and written procedures as may be required by Federal, State, and grantor rules and regulations pertaining to the grant award and accountability, including such provisions as may be applicable as cost sharing and matching requirements, budget revisions, audit requirements, reasonableness, allocability, and allowability of costs, comparison of expenditures with budget amounts for each award, procurement, property management and disposition, and payment/repayment requirements.

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- E. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.
- D.F. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Cost Principals

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Costs may be allowable to a specific grant award if the cost is necessary and reasonable for the performance of the grant program initiative, is in accordance with generally accepted accounting principles (GAAP), and is allocable to the grant award if the goods or services involved are charged in accordance with relative benefits accrued to the initiative. A cost is reasonable if it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the purchasing decision is made.

2 CFR 200.112, 200.302, 200.310, 200.403, 200.404 and 200.406  
Compliance Supplement for Single Audits of State and Local Governments  
20 U.S.C. 7906

Revised  
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~~20 U.S.C. 7906~~

Revised 12/11/06



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**PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent adhere to the following:

Seek informal price quotations on purchases that are under the amount allowed by State statute for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the School.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

**Competitive Bids**

Competitive bids are not required for items purchased through ~~the~~-a cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L.A. 18.1263 or similar programs operated by other public agencies within this state or other states, as allowed by law.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

Bids shall be sealed and shall be opened by the Business Office in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;



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- B. its conformity with specifications;
- C. suitability to the requirements of the school;
- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders which use a Michigan-based business as the primary contractor.

For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L.A. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

**Bid Protest**

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

**General Provisions**

The Superintendent is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase was not contemplated during the budgeting process.

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A. opportunity be provided to as many responsible suppliers as possible to do business with the school;
- B. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;
- C. where the requisitioner has recommended a supplier, the Superintendent may make alternate suggestions to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order;
- D. upon the placement of a purchase order, the Superintendent shall commit the expenditure against a specific line item to guard against the creation of liabilities in excess of appropriations.

The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

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The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase. Such contracts may extend for not more than ten (10) years.

M.C.L.A. 380.1267, 380.1274 et seq.

Revised 12/11/06

Revised 6/14/10

Revised

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**REVISED-NEW POLICY - VOL. 30, NO. 1**

**TRAVEL PAYMENT & REIMBURSEMENT**

Travel expenses incurred for official business travel on behalf of the Board of Education shall be limited to those expenses reasonably and necessarily incurred by the employee in the performance of a public purpose authorized, in advance, in accordance with administrative guidelines.

Payment and reimbursement rates for per diem meals, lodging, and mileage shall be approved by the Board annually and adjusted as necessary. The Board shall establish mileage rates ~~(-) in accordance with-~~ ( ) not exceeding the Federal IRS prescribed mileage rate.

Employees are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines.

All travel shall comply with the travel procedures and rates established in the administrative guidelines.

2 C.F.R. 200.474

Approved

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**PUBLIC DISCLOSURE AND REPORTING**

Within ~~thirty (30)~~fifteen (15) days after the Board of Education adopts its annual operating budget for the following school fiscal year, or adopts a subsequent revision to that budget, the District shall make all of the following available through a link on its website home page in a form and manner prescribed by the State Department of Education:

- A. the annual operating budget and subsequent budget revisions
- B. using data that have already been collected and submitted to the department, a summary of District expenditures for the most recent fiscal year for which they are available, expressed in the following two (2) pie charts:
  - 1. a chart of personnel expenditures, broken into the following subcategories:
    - a. salaries and wages
    - b. employee benefit costs, including, but not limited to, medical, dental, vision, life, disability, and long-term care benefits
    - c. retirement benefit costs
    - d. all other personnel costs
  - 2. a chart of all District expenditures, broken into the following subcategories:
    - a. instruction
    - b. support services
    - c. business and administration
    - d. operations and maintenance
  - 3. links to all of the following:

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- a. the current collective bargaining agreement for each bargaining unit within the District
- b. each health care benefits plan, including, but not limited to, medical, dental, vision, disability, long-term care, or any other type of benefits that would constitute health care services, offered to any bargaining unit or employee in the District
- c. the audit report of the audit for the most recent fiscal year for which it is available
- d. the bids required under Section 5 of the Public Employee Health Benefits Act
- e. the District's written policy governing procurement of supplies, materials and equipment
- f. the District's written policy establishing specific categories of reimbursable expenses for a Board member
- g. the District's accounts payable check register for the most recent school fiscal year or a statement of the total amount of expenses incurred by Board members or employees of the District that were reimbursed by the District for the most recent school fiscal year
- h. the total salary and a description and cost of each fringe benefit included in the compensation package for the Superintendent of the District and for each employee of the District whose salary exceeds \$100,000.00
- i. the annual amount spent on dues paid to associations



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- ~~fj.~~ the annual amount spent on lobbying or lobbying services
- k. any required deficit elimination plan or enhanced deficit elimination plan
- l. identification of all credit cards maintained by the District as District credit cards, including the identify of all persona authorized to use the cards, the credit limit on each card and the dollar limit, if any, for each person's authorized use of the card
- m. costs incurred for out-of-state travel by the school administrator that is fully or partially paid for by the District and the details of each instance of such travel, including the identification of each individual on the trip, the destination and the purpose

As used in this subdivision, "lobbying" means that term as defined in Section 5 of 1978 PA 472, M.C.L.A. 4.415.

The Board shall have an audit of the District's financial and pupil accounting records conducted at least annually at the expense of the District by a certified public accountant or by the Intermediate District Superintendent, as may be required by the State Department of Education. The Board shall retain these records for the current fiscal year and from at least the three (3) immediately preceding fiscal years.

The District's annual financial audit shall include an analysis of the financial and student accounting data used as the basis for distribution of State school aid. The student accounting records and reports, audits, and management letters are subject to requirements established in the auditing and accounting manuals approved and published by the State Department of Education.

Not later than ~~120 days after the end of each school fiscal year~~ November 1<sup>st</sup> for reporting the prior fiscal, the District shall file its annual financial audit report with the Intermediate District.

The annual financial audit reports and student accounting procedures reports shall be available to the public in compliance with the Freedom of Information Act.

By November ~~15th~~ 1st of each year, the District shall submit to the Center for Educational Performance Information (CEPI), in a manner prescribed by the CEPI, annual comprehensive financial data consistent with accounting manuals and charts of accounts approved and published by the Department. This submission shall contain the District's web address where the required financial data is posted.

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The District shall also include a link on its websites to the website where the State Department of Education posts this financial information.

By September 30th of each year, the District shall file with the State Department of Education the special education actual cost report on a form and in a manner as prescribed by the State Department of Education.

The District shall provide to the State Department of Education an annual progress report on the implementation of school improvement plans, curriculum, and accreditation as required by "Public Act 25 of 1990."

The District shall comply with all legally mandated reporting requirements under State and Federal law, including reports to the center for educational performance and information (CEPI), as set forth by State law and as directed by CEPI. This shall include by:

A. June 30th of each year, providing CEPI with information related to safety practices and criminal incidents;

B. the first business day in December and June 30th of each year, providing CEPI with requested information related to educational personnel;

Not later than five (5) weeks after the student membership count day, providing CEPI in a manner prescribed by the CEPI, the information necessary for the preparation of the District and high school graduation report.

C. October 7th of each year, providing CEPI with the transportation expenditure report;

D. Before July 7th of each school fiscal year, providing to CEPI the budgetary assumptions used when adopting the annual budget pursuant to the Uniform Budgeting and Accounting Act.

The assumptions do not need to be submitted, however, if the District had a positive general fund balance of at least five percent (5%) of total general fund revenues for each of the two (2) most recently completed fiscal years.

M.C.L.A. 4.415, 388.1617a, 388.1618, 388.1619, 388.1651a, 15.231 to 15.246,  
380.1204a(1), 380.1219  
20 U.S.C. 6311

Adopted 4/18/11  
Revised