

**WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT**

**STAFF MANUAL**

**FOR**

**NON-AFFILIATED AND EARLY CHILDHOOD  
PERSONNEL**

**2022-2025**

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## ARTICLE I - INTRODUCTION

This document represents salary schedules, fringe benefits, working conditions and other rules and regulations applicable to employees who are not affiliated/represented by a union(s). More specifically, the conditions listed in this document cover the following **NON-AFFILIATED CLASSIFICATIONS**:

Associate Superintendent, Assistant Superintendent, Executive Director, Chief Information Officer, Director, Supervisor, Principal, Assistant Director, Coordinator, Controller, Finance Manager, Information Systems Manager, Operations Manager, Technical Specialist III, Technical Specialist II, Finance/HR Support Specialist, Finance Manager, Administrative Assistant, Accountant, Research Assistant, Executive Secretary, Grants Compliance Manager, Project Specialist I, Project Specialist II, Pupil Accounting Specialist, Technical Specialist I, Human Resources Assistant, Technical Assistant, Medicaid Specialist, Facilities Assistant, Assistant Pupil Accounting Specialist, Business Services Assistant, Programmer, and all other Non-Affiliated positions approved by the Board after the approval of this Manual by the Board.

The following classifications in the **EARLY CHILDHOOD DEPARTMENT** are also covered by this document (with exceptions as noted within):

Preschool Education Manager, Grants Manager, Head Start Early Childhood Specialist, Great Start Readiness Program Early Childhood Specialist, Head Start Quality Assurance Specialist, Early Childhood ERSEA and Finance Specialist, Early Childhood Intake and Data Specialist, Home Visiting Intake Specialist, Head Start Family and Community Partner Specialist, Preschool Recruitment and Data Assistant, and all other Early Childhood Non-Affiliated positions approved by the Board after the approval of this Manual by the Board.

## **ARTICLE II - PERSONNEL**

### **A. Recruitment and Selection of Personnel**

The Board of Education (Board) expects the Superintendent to recruit and recommend for employment personnel needed to carry out the responsibilities of the Washtenaw Intermediate School District (District). It also desires the Associate Superintendents, Assistant Superintendents, Executive Directors, Directors and Supervisors to assist local school districts, upon their request, to recruit personnel needed to carry out their programs.

### **B. Qualifications for Position**

All persons employed will be expected to meet and maintain employment qualifications required by state law or regulations and by the Board. Persons employed for positions for which no minimum qualifications are mandated by state law or regulations will meet the qualifications established by the Board. It is assumed that the Board may adopt standards in excess of the minimum required by the state.

If an employee is hired for a position for which temporary approval must be received for the employee to work in that position pending their completion of required coursework, the District will reimburse the employee  $\frac{1}{2}$  of the actual cost of tuition for courses taken. The maximum reimbursement will be based on the cost of similar courses at Eastern Michigan University. The reimbursement will be made to the employee upon the completion of all the required coursework and awarding of the full approval for the position by the Michigan Department of Education. This provision will also apply if the State of Michigan modifies the qualifications/certification/endorsement for maintaining a position.

EARLY CHILDHOOD PERSONNEL (ONLY):

The hiring process for a Head Start position requires active parent representation in the interview process. Head Start Policy Council approval of the selected individual is required prior to hiring.

### **C. Contracts**

The Board retains ultimate authority regarding issuance of administrative contracts for those positions covered by the Michigan Revised School Code.

### **D. Grant Funding**

The salaries and benefits for some staff are funded by revenues associated with grants with other entities or organizations (federal, state or local). Personnel employed for such positions should be aware that their employment is always conditional upon the continuation of grant funding for the programs that they are assigned to support.

### **E. Probation**

Personnel not under contract shall be considered probationary employees for the first ninety (90) workdays of their employment.

## F. Assignments

Assignment of personnel means the specific designation of an employee to an established salary grade and length of work year. Length of work year is defined by number of workdays (e.g., 210, 230). Reference to full-time, twelve-month employees usually means those employees who have been assigned to work 230 days. Such assignments are made by the Superintendent following official appointment by the Board of Education (if required). Assignment to specific duties is made by the administrative head responsible, under the general direction of the Superintendent and within the limits set by the certification and job specification provisions. Work schedules shall be developed by employees and their immediate supervisors in accordance with Article IV, Section A.

## G. Promotions<sup>1</sup>

2. A promotion is defined as a change in status that represents both a change in duties and also a change to a higher salary classification.
3. Whenever a vacancy (or anticipated vacancy) is open, the District commits to posting electronically for the duration of five (5) calendar days. An employee seeking consideration for the position shall submit a letter of interest and updated resume to the HR & Legal Department.
4. If an existing Non-Affiliated staff member applies for a vacancy and they meet the minimum qualifications for the position, the employee will be given a first-round interview. First consideration shall be given to filling the position through the promotion of present staff provided that his/her /their qualifications and hiring criteria are equal to those of applicants from outside the organization.

## H. Working Day

The classifications of Exempt and Non-Exempt employees are from the Fair Labor Standards Act (FLSA); all employee positions fall into one category or the other. The primary reason for the classifications is to determine when an employee is eligible under the FLSA for the payment of overtime. The provisions below related to the payment of overtime is more generous than is afforded to employees under the FLSA.

All employees may be expected to submit documentation of their hours and/or days worked.

### 1. Exempt Employees:

The working period for Exempt personnel covered by this manual will be the amount of time necessary to carry on their tasks in a superior manner. Because of this, length of the day may vary from time to time and from position to position depending upon demands that are created by the specific situation.

In general, personnel will follow the working hours established for their assignment, but again, this general philosophy will prevail: The completion of the task is of prime importance. When an employee is required to work extended hours to complete time-sensitive tasks, the employee may adjust his/her/their regular schedule with supervisor approval.

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<sup>1</sup> A promotion is defined as a change in status that represents both a change in duties and a change to a higher salary classification.

## 2. Non-Exempt Employees:

For the majority of full-time employees, the normal work week consists of 37.5 hours based on a 7.5-hour day, 5 days per week. Work schedules for some employees will vary. Supervisory will advise employees of their individual work schedules and may adjust schedules and shifts as they deem necessary and appropriate for effective operations. Staffing needs and operational demands may necessitate variations in starting and ending times. Accordingly, the Superintendent or his/her/their designee may modify each employee's work schedule as he/she/they determine(s) operational needs demand.

Working overtime may be required by the Employer. Non-exempt employees shall be paid time-and-one-half for all hours worked beyond thirty-seven-and-one-half (37.5) hours in any one week, Monday through Sunday. At the employee's option and with the supervisor's approval, compensatory time may be used as an alternative to time-and-one-half payment for overtime. The compensatory time will be calculated on the same basis as monetary payment.

Some employees may need to be scheduled to be "on call" to accomplish the goals for the organization or a department. This may require an employee to be ready and available within two (2) hours to respond to a need of the organization or department with little or no warning and may require the employee to be available onsite or remotely. Staff that are scheduled to be on-call are expected to respond as indicated above during evenings and two (2) weekends per month and will be compensated a stipend of \$200 per month for being on call.

### I. Emergency School Closings

Occasionally it becomes necessary to close all or part of District operations due to weather conditions or other Acts of God. The Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system.

If District operations are closed, staff members are not required to report unless requested to do so in the closing announcements or by their supervisor. Some employees that are required to work may be able to do so remotely with the approval of their supervisor. Staff members required to report onsite but do not report shall submit an absence in the absence management system and have the day charged to personal leave or use a non-workday.

If a staff member is required to report and has a situation where weather may impact their ability to travel to their work location for that day, the employee should contact their supervisor to discuss the plan for the day.

### J. Salary Determination

The procedure for determining salaries for personnel covered by this manual shall be as follows:

1. Salaries will be based on the Salary Schedule (see Appendix II). The Salary Schedule is based on 230 paid days; 225 workdays and 5 paid holidays (identified in Article IV). Salaries for employees working less than a 230-day schedule will be computed based on dividing the appropriate salary in the Salary Schedule by 230 and then multiplying the result by the number of workdays, including the 5<sup>2</sup> paid holidays.
2. Step movement for all employees will occur on July 1<sup>st</sup> of each year based on the following:

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<sup>2</sup> Thanksgiving, Day after Thanksgiving, Christmas, New Years, and MLK Jr. Day

- For those hired between July 1 and December 31, a move to the next step in the pay schedule will occur on the July 1<sup>st</sup> following their date of hire.
  - For those hired between January 1 and June 30, a move to the next step in the pay schedule will occur at the second July 1<sup>st</sup> subsequent to their date of hire.
  - Step progression requires an overall performance evaluation rating of Effective or Highly Effective. An employee who is rated as Ineffective on an annual year-end evaluation may appeal to the Superintendent. The request must be submitted in writing within twenty (20) days after the employee is informed of the rating and/or the date on the annual evaluation (whichever is later). Upon receipt of the request, the Superintendent shall schedule a meeting with the employee and his/her/their supervisor to review the evaluation. The Superintendent may make modifications to the evaluation based on his or her review. If an employee does not receive a timely evaluation, they will be assumed to be Effective for this provision regarding step progression.
3. Employees are eligible for a one-time annual payment based on budget-to-actual savings from the prior year. See Appendix VII for the details of the calculation.
  4. Employees will receive pay installments two times per month, less statutory reductions and such other sums for mutually agreed purposes, the total sum to equal the annual contract salary.

K. Employment for Less than a Full Fiscal Year

Employees hired after the beginning of the contract year will be paid on a pro-rated basis with leave and other fringe benefits appropriately pro-rated. The pro-rated salary is computed by applying the percentage of the year to be worked to the 230 paid days (rounded to the nearest whole day), and then multiplying that number by the daily salary rate (annual base salary divided by 230). The percentage of the year worked is based on the number of weekdays in a year, usually 261 days. The percentage is computed by dividing the number of weekdays from the start date through June 30 by the annual number of weekdays.

Sample calculation:

Employee starts on November 1, 2016. Hired at Grade 3, step 1. There are 174 weekdays between November 1, 2016 and June 30, 2017. There are 261 weekdays in the 2016-17 fiscal year.

$$\frac{174}{261} = 66.67\% \times 230 = 153.33, \text{ round to 153 work days.} \quad 153 \times \frac{\$ 54,925}{230} = \$ 36,537.07$$

The employee would complete a calendar with 153 workdays (including paid holidays, if applicable) for approval by their supervisor. Paid holidays are part of the 230 days used above; see Article IV, Section 1(A) for additional information.

Employee contributions to medical coverage and other optional benefits will also be prorated. Employees that have a hire date of the 1<sup>st</sup> thru the 15<sup>th</sup> (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1<sup>st</sup> of the month. Employees that have a hire date of the 16<sup>th</sup> thru the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16<sup>th</sup> of the month.

L. Outside Employment

Outside employment that does not interfere with the regular duties of a person employed by the District and that is not in conflict with the professional position of the staff member is considered to be a personal matter of the employee. The determination whether such employment is in conflict is that of the Superintendent. Employees will be expected to notify the Superintendent and their supervisor prior to the start of any outside employment.

M. Evaluation Procedure

The following procedure is to be followed:

1. Supervisors will share the applicable evaluation process that has been adopted in accordance with administrative procedures annually with their employees.
2. Evaluation criteria for positions covered by state statute shall be in compliance with all applicable state regulations.
3. Evaluations for personnel shall be filed with the Human Resources Department annually. Evaluations for personnel under contract shall be filed no later than June 30<sup>th</sup>. Evaluations for all other personnel shall be filed no later than June 30<sup>th</sup>.

Employees shall be informed annually of their employment status in accordance with the Tenure Act where applicable.

N. Health and Medical Conditions

When, in the opinion of the Superintendent, performance of the employee is adversely affected by his/her/their health, the Superintendent may request that the employee obtain a medical examination by a Michigan licensed physician at the expense of the District. Failure to comply with the request may result in disciplinary action, up to and including suspension or discharge.

O. Termination Payments

1. A staff member who is terminated or whose resignation is accepted during the year shall receive a lump sum payment comprised of (a) the balance of their annual salary owed to them minus any sum they owe to the agency; (b) any unused annual leave days, which have been accumulated up to the maximum allowed, paid on a per diem basis; and (c) any vested sick pay benefits, as specified below, paid on a per diem basis. A temporary employee will only be paid the balance of the annual salary owed to them.
  - a. Resignation:  
Failure to give notice thirty (30) days in advance of resignation may invalidate the provision requiring payment for carried forward annual leave and vested sick pay benefits.



b. Retirement:

Failure to give notice ninety (90) days in advance of retirement may invalidate the provision requiring payment for carried forward annual leave in subsection 3 and vested sick pay benefits in subsection 4.

- c. For employees age 55 and over, termination payments made under subsections 3 and 4 below shall be made through a qualified, district-administered 403(b) effective June 1, 2018.

2. Balance of Annual Salary:

The balance of the annual salary is computed by calculating the number of days worked (including sick and personal days, and paid holidays, if applicable) multiplied by the daily salary rate (annual base salary divided by 230) and then subtracting the year-to-date pay from the last payroll. If the employee has been overpaid based on the days worked, the employee agrees to reimburse the Employer all overpaid funds.

3. Unused Annual Leave (Employees Hired before July 1, 2013):

Employees of the district as of July 1, 2013 may have annual days they have carried over from previous years. Terminal payment for these unused annual leave days earned by the employee in previous years shall be limited to a maximum of twenty (20) days and paid at the individual's current daily rate, no matter when the separation occurs. The Superintendent shall have the authority to allow for a terminal payment in excess of the twenty (20) days at his/her/their discretion.

4. Vested Sick Pay Benefits:

Employees with five (5), but less than ten (10) years' experience with the District shall receive payment equal to 12% of their accumulated unused sick leave up to a maximum accumulation of 200 days, except when the person is terminating due to retirement. In that case, the employee shall receive payment equal to 12% of his/her/their accumulated unused sick leave up to a maximum accumulation of 300 days. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For employees with ten (10) thru nineteen (19) years with the District, the payment percentage shall be 17% with the same established maximum unused sick leave accumulations. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For employees with twenty (20) or more years of service with the District, the payment percentage shall be 20% with the same established maximum unused sick leave accumulations. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For persons retiring from the District, with twenty (20) or more years of service with the District, the payment percentage shall be 20% with the same established maximum unused sick leave accumulation. The daily rate for sick leave shall be at the employee's per diem rate at the time of retirement.

In order to utilize the retirement provision under any of the above payments, the staff member must submit written notice of his/her/their intent to retire no later than three (3) months prior to the effective retirement date.

5. Personal Leave:

Unused personal leave days in the year of separation will be added to the accumulated sick leave prior to computing the vested sick pay benefits payment.

P. Retention Incentive:

For the 2022-23 and 2023-24 fiscal years, a retention incentive of \$1,000 will be paid to all employees who are actively employed as of June 15<sup>th</sup> of each of those fiscal years. The payment will be made on the June 30<sup>th</sup> paycheck of each of the respective fiscal years. For employees hired after October 31<sup>st</sup> of either year, the incentive payment will be prorated based on the number of paid days during the respective year. Payments to employees working in a less than 1.0 FTE position will be prorated based on their FTE. This provision will automatically cease and terminate on June 30, 2024.

If a retention incentive/payment or similar concept is included as part of the Michigan State Aid Act for any of the years this section is in effect, the employer will only make a payment to the employee if the state incentive/payment is less than \$1,000, and the employer payment will result in a combined payment of \$1,000 between the state and employer payment. For example, if the state makes a payment of \$300, the employee will make a payment to the employee of \$700. If the state makes a payment of \$1,000, the employer will not make any payment to the employee.

## ARTICLE III – BENEFITS

### A. Fringe Benefits

The following fringe benefit coverage is available to employees:

- Medical
- Prescription Drugs
- Dental
- Vision
- Long Term Disability
- Life and Accidental Death & Dismemberment
- Internal Revenue Code section 457 deferred compensation and 403(b) employee deferral and employer matching contributions
- General Liability (for liability incurred in the course of employment duties)

A copy of the policy outlining liability coverage is available in the Business Office.

### B. Eligibility for Coverage

The **NON-AFFILIATED** and **EARLY CHILDHOOD** employee classifications identified in the ARTICLE I – INTRODUCTION section of this manual are eligible for single, two-person or full family coverage for health, dental and vision coverage. The employer contribution for these benefits will be prorated for those employees working less than 1.0 FTE.

The Employer will implement the aggregate hard cap for health/medical benefits in conformance with PA 152 of 2011 using a modified rate methodology to more accurately reflect industry practice for pricing single, two-person and full family coverage. The Employer will offer a selection of health/medical care options through a single carrier or health care administrator. The underlying coverage levels of at least two of the offered health plans will be the same as the coverage levels of the PPO-type plans offered as of June 30, 2013 with the exception of the option which will be identified as the “HMO” option which will have no out-of-network coverage. Co-pays, deductibles and co-insurance, if applicable, may vary between options.

Employees that have a hire date of the 1<sup>st</sup> thru the 16<sup>th</sup> (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1<sup>st</sup> of the month. Employees that have a hire date of the 16<sup>th</sup> thru the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16<sup>th</sup> of the month.

For employees electing opt out of the health insurance coverage offered by the Employer, the Employer will contribute \$104.16 per pay (based on an annual opt out amount of \$2,500 in lieu of this offer of health insurance coverage upon the following conditions:

- 1) The employee voluntarily and in writing opts out of the health benefits coverage offered by the Employer by completing the form(s) required by the Employer, and

- 2) The employee provides documentation to the Employer that the employee (and eligible dependents) has other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act. The documentation must state that the employee (and eligible dependents) currently has coverage and not just that they are eligible for coverage. The Employer will make the final determination regarding the adequacy of the documentation.

For employees eligible for two-person or full family coverage, if an Employee's spouse and/or dependent have health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage. The contribution shall be taken out of the employee's pay on a pre-tax basis.

Notwithstanding any other provision of this Staff Manual, the parties understand that health benefits described herein are subject to the Affordable Care Act ("ACA") and that the ACA has many required provisions with varying effective dates. The District may amend the health plan to the extent necessary in order to ensure compliance with the ACA.

C. Employer Match of Employee 403(b) and 457 Contributions

If an employee contributes to a qualified District-administered 403(b) or 457 plan, the District will match the employee's contribution up to 1% of the employee's base salary. For each participating year, the contribution they want to have matched must be made by the employee via payroll deduction by March 31<sup>st</sup>. The plans available through the Michigan Public School Employees Retirement System are not "District-administered" plans.

An employee on Step 7 is eligible for (the below referenced) increased match contribution after 5 (or 10 or 15) completed years of service as of June 30<sup>th</sup> prior to the beginning of the employee contribution year:

| <u>Years of Service</u> | <u>Employee</u> | <u>Employer</u> |
|-------------------------|-----------------|-----------------|
| 5                       | 1.0%            | 2%              |
| 10                      | 1.5%            | 3%              |
| 15                      | 2.0%            | 4%              |

#### D. Life-Long Learning

1. An annual life-long learning payment of 1.5% of base salary shall be made if the employee has completed at least five (5) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>3</sup> SB-CEUs<sup>4</sup>;
  - 150<sup>5</sup> SCECHs<sup>6</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment, or shall be part of a professional development plan to advance to another position within the organization, and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The employee must complete the District's designated form entitled the "Lifelong Learning Plan" (located on the District's website) and submit to his/her/their Supervisor and then the Superintendent (or designee) for pre-approval. The endorsed Lifelong Learning Plan must be submitted to HR. The Plan must be submitted and approved prior to registering for courses/credits.

After the courses are completed, the employee must complete the form entitled "Lifelong Learning/Longevity" application (located on the District's website) and submit to HR with an official transcript. Contact the Human Resources Department if you have questions.

2. If an employee has previously earned a 1.5% life-long learning payment, an annual life-long learning payment of 2.0% of base salary shall be made in lieu of the 1.5% payment if the employee has at least ten (10) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed a second Plan that includes one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>1</sup> SB-CEUs<sup>2</sup>;
  - 150<sup>3</sup> SCECHs<sup>4</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be

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<sup>3</sup> 3 SB-CEUs = 1 semester credit hour / 18 SB-CEUs = 6 semester credit hours.

<sup>4</sup> State Board Continuing Education Unit (SB-CEU) Program.

<sup>5</sup> 25 SCECHs = 1 semester credit hour / 150 SCECHs = 6 semester credit hours.

<sup>6</sup> State Continuing Education Clock Hours.

a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The same forms required in section 1 above are required to qualify for this payment as well.

3. If an employee has previously earned the 2% life-long learning payment, a total annual life-long learning payment of 2.5% of base salary shall be made in lieu of the 2.% payment if the employee has at least fifteen (15) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed a third Plan that includes one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>7</sup> SB-CEUs<sup>8</sup>;
  - 150<sup>9</sup> SCECHs<sup>10</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The same forms required in section 1 above are required to qualify for this payment as well.

Under no condition are life-long learning payments cumulative. The maximum payment under this section shall not exceed 2.5% of base salary.

#### E. Education Credit

1. If the employee has thirty (30) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,000. The thirty (30) hours beyond a Master's degree must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.
2. If an employee has forty-five (45) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,500. The forty-five (45) hours must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally. Such payment is not cumulative (for this credit level a total not to exceed \$1,500 shall be made).
3. If the employee has earned a Ph.D., Ed.D. or J.D. from an accredited institution, the employee shall receive an annual payment of \$2,000. Such payment is not cumulative (shall not exceed a total of \$2,000 for all credits earned beyond a Master's degree). The Ph.D., Ed.D. or J.D. degree must be in a

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<sup>7</sup> 3 SB-CEUs = 1 semester credit hour / 18 SB-CEUs = 6 semester credit hours.

<sup>8</sup> State Board Continuing Education Unit (SB-CEU) Program.

<sup>9</sup> 25 SCECHs = 1 semester credit hour / 150 SCECHs = 6 semester credit hours.

<sup>10</sup> State Continuing Education Clock Hours.

subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.

4. If an employee 1) is in a position that does not require having a Master's degree 2) started their employment with the Employer and had previously earned a Master's degree, and 3) the employee is not currently qualified for a life-long learning payment, the employee shall receive an annual payment of \$500. The Master's degree must be in a subject area or field that is directly related to the employee's job responsibilities.
5. The employee must complete the form entitled "Non-Affiliated Staff Education Credit form" (located on the District's website) and submit to HR with an official copy of the individual's transcript recording their educational attainment before the employee will be eligible for education credit under this section. Contact the Human Resources Department if you have questions.
6. Qualification for an educational credit will be determined on July 1<sup>st</sup> and January 1<sup>st</sup> of the qualifying year. Employees qualifying as of the January 1<sup>st</sup> deadline will receive one-half of the respective annual payment identified above in the initial year of qualification.

#### F. Workers' Compensation

The Board shall cover all personnel under the Michigan Workers' Compensation Act.

An employee who suffers injury compensable under the Workers' Compensation Act shall be compensated as follows:

For absences less than 8 days: The employee shall receive full salary through payroll with no charge to the employee's sick leave.

For absences 8 to 13 days: The employee shall receive full salary for the first seven (7) days through payroll with no charge to the employee's sick leave. Beginning day eight (8), the employee will begin receiving Workers' Compensation benefit payments and shall, at his/her/their option, be compensated in either one of the following two methods. For each workers' compensation claim in excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

1. The benefits for which s/he/they is eligible under the Workers' Compensation Act with no deduction from sick leave.

#### **OR**

2. The benefits for which s/he/they is eligible under the Workers' Compensation Act supplemented by the difference necessary to equal his/her/their salary, which difference shall be charged against accumulated sick leave on a pro-rated basis.

For absences 14 days or more: The employee shall receive Worker's Compensation benefit payments retroactive to the first date of injury. The compensation method selected above will continue. Once a return-to-work determination is received by the Employer stating that the absence due to the work-related injury will exceed 13 days, some or all of the salary, depending on which of the compensation options above the employee chose, received by the employee from the Employer for any or all of the first seven (7) days will need to be repaid to the Employer:

1. If the employee selected option 1, once the employee returns to work, the employee's remaining

salary for the year will be adjusted to recapture the overpayment.



2. If the employee selected option 2, any salary already received by the employee for any or all of the first seven (7) days will be applied to the remaining payments due for the difference between such employee's salary and the weekly benefit received. If an employee returns to work before all salary received for any or all of the first seven (7) days of absence has been applied, the employee's remaining salary for the year will be adjusted to recapture the overpayment.

In either case, if the employee resigns his/her/their employment and has not paid back all of the salary paid during the first seven (7) days, the employee agrees to reimburse the Employer all overpaid funds. If the employee's long-term prognosis is determined that he/she/they will to not be able to perform the essential functions of their position, the employee will be required to submit their resignation from his/her/their position. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

## ARTICLE IV - LEAVES

Employees who are absent from their regular work assignment(s) must complete necessary absence forms in order that adequate records may be maintained.

### A. Employees' Attendance System

1. All Non-Affiliated employees must complete a calendar before each fiscal year begins indicating the days they plan to work to fulfill their number of workdays/hours to earn their full salary. Full-time, 12-month employees are required to complete a calendar showing their 225 workdays (1,687.50 hours) and 5 paid holidays. An employee working a full-time, 210-day schedule is required to complete a calendar showing their 205 workdays (1,537.50 hours) and 5 paid holidays. The remaining days/hours on the calendar are non-workdays/hours and are unpaid; these days/hours can be used for holidays and vacations. Depending on the number of weekdays in the year and on leap year, there may be either 30, 31 or 32 non-workdays.
2. Employees may be asked to report days/hours worked and days/hours absent by reason/type at the discretion of the Employer. An employee may seek reclassification of days/hours with supervisor approval [Ex: If an employee is approved for a non-workday on July 1st and is subsequently sick on July 1st, the employee may seek reclassification from his/her/their immediate supervisor]. An updated (approved) paper absence form must be submitted to the Human Resources Office no later than (30) days from the absence at issue.
3. All absences must be entered in the Absence Management system available on the Employer's website. The Absence Management system may have a deadline for allowing the employee to enter the absence via the website; every effort should be made to enter the absence by the deadline. If an employee is still unable to enter the absence by the deadline, the employee will be required to fill out a paper absence form documenting their absence and have their supervisor approve the absence manually. These fully- approved forms need to be received by the Human Resources department by the end of the payroll period (the 15<sup>th</sup> of the month for the 1<sup>st</sup> to the 15<sup>th</sup> period, or the last day of the month for the period after the 15<sup>th</sup> of the month) in which the absence occurred. If the fully approved form is not received, the employee could be docked for the undocumented absence period.
4. Failure to utilize Employer systems for timekeeping and absence management, to complete a calendar, or to prepare paper absence forms when necessary could result in disciplinary action, up to and including discharge.

### B. Additional Workdays/Hours

The Employer may determine that it may be necessary for an employee to work more than the number of days utilized to calculate their annual salary. If the employer makes that determination, the Employer and the employee will modify the employee's calendar as necessary, but in no situation will the additional workdays exceed ten (10) days/75 hours. Additional work hours will be paid at the employee's hourly salary rate (annual base salary divided by 230 divided by 7.5). All additional workdays/hours must be approved by the employee's supervisor, and calendars must be adjusted by May 1<sup>st</sup> of each year. An accounting of additional days/hours must be provided to the Business Office by May 1<sup>st</sup> so that the budget recommendation to the Superintendent and Board of Education can be updated in a timely manner.

### C. Leave Types

1. Sick leave may be used for the following:
  - a. Personal illness or medical care of the employee due to contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
  - b. Illness or injury in the family of fifteen (15) days in a three-year period, without the approval of the employer. With the approval of the Superintendent, up to an additional thirty (30) days in the same three-year period for a documented medical condition. Additional time may be approved by the Superintendent upon request.
  - c. In the event of death in the "family" (as defined in subsection d), up to five (5) days per year shall be allowed. Employees must submit request(s) to his or her immediate supervisor. Up to three (3) of these days may be utilized for bereavement for persons other than family, provided prior approval is obtained from the Superintendent. Additional days may be granted by the Superintendent upon request.
  - d. For the purposes of bereavement leave; Family/Relative shall be defined as spouse/domestic partner, parent\*, children\*, grandchildren\*, spouse/domestic partner's parents\*, grandparent\*, sibling \*, sibling(s)' children, and parent(s)' sibling. (\* = Adoptive, Biological, Foster, In-law, or Step).
  - e. Childcare leave as described below in subsection 10.
  - f. For purposes of illness or injury in the family; Family/Relative shall be defined as spouse/domestic partner, parent\*, children\*, grandchildren\*, spouse/domestic partner's parents\*, grandparent \*, sibling \*, sibling(s)' children, and parent(s)' sibling. (\* = Adoptive, Biological, Foster, In-law, or Step).

After all accumulated days of sick leave have been taken, full pay will be deducted for each additional day of absence unless the employee shall elect to use any accrued annual leave for this purpose.

- g. All personnel employed on a twelve-month basis shall be granted one and one half (1 1/2) days of sick leave monthly, accumulating to eighteen (18) days annually with total accumulation being unlimited at the close of any fiscal year. For the purpose of this accumulation, personnel employed for 186 days shall be considered ten-month employees while personnel employed for 200 days, but less than twelve-months, shall be considered eleven-month employees. Employees working a part-time schedule on their scheduled days (i.e., working 230 days but only 0.6 FTE each day) will have their sick time accumulation prorated.
    - h. Following absence due to illness, an employee may be required to provide a physician's statement that s/he has been ill and is able to return to work.
    - i. When an employee changes classification from another WISD employee group to the Non-Affiliated group, the employee's sick leave from their previous WISD employee group shall be converted to Non-Affiliated sick leave and will be treated as such from that point forward.

- j. A Non-Affiliated employee may donate up to fifteen (15) hours of his/her/their accumulated sick leave to another Non-Affiliated employee who has used (or shall use) all of his/her/their sick leave and is facing personal long-term illness or death of a family member. A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal to the recipient's wage. An employee may not receive more than a total of seventy-five (75) donated hours during the period of a school year. An employee shall not receive more than two hundred and twenty-five (225) hours during the employee's duration of employment at the WISD.

An employee's participation is strictly voluntary. A Non-Affiliated employee who wants to transfer earned sick leave to a Non-Affiliated employee may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any Non-Affiliated employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence request form furnished by the Employer and follow the standard procedure set forth in the Non-Affiliated Manual.

- k. Parental Leave (includes maternity, paternity, and adoption leave.)
- l. WISD Board Policy #3430.01 sets forth guidelines for use of extended sick leave and leave under the Family Medical Leave Act ("FMLA"). Contact the Human Resources Department if you have questions.

2. Personal Leave:

Staff members may use up to a maximum of three (3) days annually for personal reasons provided that the immediate supervisor is notified in advance of the requested leave time. In an emergency, such leave may be taken with notice to the supervisor as soon as possible. Personal leave days not used shall be added to accumulated sick leave at the beginning of the fiscal year. Personal leave may be used for an activity which requires the presence of the employee, the timing of which is beyond control of the employee and which reasonably cannot be conducted at any time other than during the workday.

3. Emergency Leave:

Any employee may be granted emergency leave with pay upon approval of the Superintendent.

4. Annual Leave Carried Forward by Employees Hired Before July 1, 2013:

- a. Employees of the district as of July 1, 2013 may have annual days they have carried over from previous years. As stated above, no additional annual days will be added to the accumulated annual days balance in the future. If an employee uses any of the accumulated annual days he/she/they had as of June 30, 2013, their allowable carryover of accumulated days will be permanently reduced.

Some employees hired before July 1, 2013 may have over twenty (20) annual days/150 hours they carried over from previous years. Once one of these employees uses more than ten (10) non-workdays in a year, the non-workdays in excess of ten (10)/75 hours will be deducted from the carryover days until the carryover balance reaches twenty (20) annual days/150 hours, or once 75 hours of the carried over annual days are used, whichever occurs first. Upon reaching a carryover annual day balance of twenty (20) days/150 hours, non-workdays used will be deducted from an employee's current allocation.

If one of these employees utilizes all their non-workdays in a year and takes off additional time for vacation or holidays, this additional time will reduce the employees carried over annual day/hour balance.

- b. Specific approval from the Superintendent must be obtained to take off more than 30, 31 or 32 non-workdays in any year depending on the number of weekdays in the year. The Superintendent may also temporarily vary the above requirements at his/her/their discretion.
- c. When an employee changes classification from another employee group, workdays and non-workdays shall be calculated at the time of the transfer. Any vacation leave from the employee's previous employee group, shall be paid out at the employee's rate of pay from the previous employee group upon transfer to the Non-Affiliated group.

5. Paid Holidays:

- a. Thanksgiving Day and the day after.
- b. Two days during the scheduled winter break in December/January.
- c. MLK Jr. Day.

6. Leave for Jury Duty:

An employee granted time off to perform Jury Duty shall be paid the full amount he/she/they would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she/they otherwise would have been scheduled to work, provided the employee turns over to the employer the amount received for Jury Duty on the days when the employee would otherwise have been regularly assigned work in the district. The employee shall retain the amount paid for mileage. If Jury duty is not required for the full workday, the employee is expected to contact his or her immediate supervisor for further instruction (as to whether he or she should return to work for the day). The employee shall not be penalized in loss of sick days or other benefits provided he/she/they submits a Leave of Absence request via AESOP or other computerized management system) and provide the Human Resources Department the following:

- a. A copy of the Jury Duty Summons (in advance);and
- b. Documentation that supports the days of service (after service is complete).

7. Sabbatical Leave:

A sabbatical leave of up to one year may be granted upon application to the Superintendent and Board. The following regulations govern requests for such leaves:

- a. The employee must have completed not less than seven years of continuous full-time service before he/she/they can be a candidate for consideration.
- b. Sabbatical leaves may be granted for purposes which shall be mutually beneficial to the employee and the District. A report, outlining professional development activities undertaken during the sabbatical period, shall be filed with the Superintendent upon the conclusion of the leave.
- c. Requests for sabbatical leave must be submitted to the Superintendent by February 15th for leaves beginning the first semester or November 1st for leaves beginning the second semester.

- d. The employee shall receive pay equal to 1/2 his/her/their regular salary as determined by the schedule for the year the sabbatical is taken. The District will continue to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the leave.
  - e. Before beginning a sabbatical leave, the employee shall enter into an agreement with the District to return to active service with the District for a period of two years after the expiration of such leave. An employee who does not fulfill this agreement shall repay the full amount received for the sabbatical.
8. Military Leave:
- a. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her/their military pay and his/her/their contractual salary when the employee is on full-time duty for a maximum of two weeks per year.
  - b. Employees who must be absent from work for a period of time that exceeds ten (10) workdays shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. The employee shall submit the standard Leave of Absence request when notified of an impending call to service and provide the Human Resources Department the following documentation:
    - 1) A copy of military orders with duration of requested leave; and
    - 2) Proof of military compensation
9. Subpoena:
- a. Work Related - In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she/they shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) days of the hearing. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department in advance of the absence. Upon completion of his/her/their testimony, the staff shall return to work.
  - b. Personal – In the event an employee is called under subpoena to testify in any proceedings, not related to his or her professional capacity with the District, the employee may use accrued personal leave to attend, or may treat this as a non-workday. In order to qualify for this provision, the employee must provide a copy of the subpoena to his/her/their immediate supervisor and the HR Department in advance of the requested absence. (Example of personal proceedings: divorce, custody, property, etc.)
  - c. Not Work-related or Personal – In the event an employee is called under subpoena to testify in any proceedings that are not personal, he/she/they shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office 1) upon return to work if the employee works in the TLC Building or High Point, or 2) within 7 calendar days of the employee's return to work. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department within 7 calendar days of the receipt of the subpoena. Upon completion of his/her/their testimony, the employee shall return to work as soon as is practicable. (Example: employee is witness to a crime).

## 10. Childcare Leave:

### **Childcare Leave (Use of Accrued/Donated Leave)**

An employee may apply for a childcare leave of up to twelve (12) weeks. If eligible for FMLA leave, the leave shall be designated a leave under the FMLA. The employee must apply in writing to Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. The Employer will respond with a decision regarding said leave, or a request for additional information within fourteen (14) calendar days. Expectant<sup>11</sup> mother(s)/father(s) are eligible for a childcare leave for the birth of their child.

For an expectant employee, such application shall include a signed statement by a physician indicating the expectant date of delivery, and the employee's ability to perform the work until leave commences (if applicable). Prior to the leave, the employee may continue working in their assignment as long as the employee can continue their regularly assigned responsibilities. A similar condition is effective upon returning to work. Employees not able to perform their essential duties shall utilize paid sick leave with the appropriate doctor's documentation.

An employee may utilize accrued sick leave to remain in paid status during the approved childcare leave; the days of the approved leave will count as paid days at the employee's regular FTE. Employees will be able to receive donated sick leave for the purposes of a paid childcare leave under the conditions in Section 14.4.8. When accrued/donated leave is exhausted, the leave shall become unpaid. If the employee has no accrued/donated leave, the leave shall be unpaid.

Childcare leave may be granted to employees in the event of birth via surrogacy or the adoption of a child. The Employer may grant a leave for birth via surrogacy or adoption provided that the employee applies in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective placement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Both mothers and fathers are eligible for a childcare leave for the birth via surrogacy or the adoption of a child.

In the situation where the parents are both employees of the District, both employees shall not be off for any childcare leave during the same time period.

If the employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

A childcare leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to commencement of the leave.

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<sup>11</sup> "Expectant" shall mean the employee or their spouse is physically giving birth to the child.

## **Childcare Leave Extension**

The Employer may grant an extension of childcare leave without pay provided that the employee applies in writing to Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. Employer will respond with a decision regarding said leave, or a request for additional information within fourteen (14) calendar days.

Leave shall be granted for a period up to one year and may be extended up to a maximum of two (2) years with Employer approval. Such application shall include a signed statement by a physician indicating the expected date of delivery.

During an extended, unpaid childcare leave, an employee's health, dental, and vision coverage shall be continued at Employer expense for up to eighteen (18) weeks past delivery or placement date provided the employee continues to make his/her/their required employee contributions, if any. The maximum eighteen (18) weeks includes the approved medical period, any paid childcare leave, and the extended childcare leave period. An employee on childcare leave may elect to continue any of these same benefits at group rates at his/her/their own cost for the remainder of the approved leave under the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

An extended, unpaid childcare leave may be granted to employees in the event of birth via surrogacy or the adoption of a child. The Employer may grant an extended leave for adoption provided that the employee applies in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days.

An extended, unpaid childcare leave may be granted at the Employer's discretion to new foster parents and legal guardians, depending on the circumstances of each individual case. The employee shall apply in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective placement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Leaves for this purpose may be granted for a period of up to one year and may be extended upon subsequent application.

In the situation where the parents are both employees of the District, both employees shall not be off for any childcare leave during the same time period.

If the employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

An extended childcare leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to commencement of the leave.



11. Special Leave:

Leaves of absence without pay, not to exceed a maximum of two years, may be granted to professional staff members for professional study, foreign assignments, serious illness of the staff member or in his/her/their immediate family, or exchange teaching.

12. Office Closings (Excluding weather or emergency closings):

Office closings shall be considered part of your unpaid, non-work days (unless otherwise noted). A calendar of scheduled office closings is included in Appendix I. If an employee plans to work on a day the office is closed, the employee's supervisor must approve and must determine if the employee will be working remotely or will be in the office. If the employee will be working at one of the district facilities on a day the office is closed, the supervisor must receive the approval of the Operations Director prior to approving the employee working a day the office is closed.

D. Insurance Payment During Leave

Upon request, employees with five (5) or more years of service with the District, who have an approved leave of absence for one year or less, will, upon request, continue their current medical coverage, dental coverage, vision coverage and life insurance. The Board will continue during said leave to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the leave, provided should the employee not return to the District at the return of said leave, he/she/they shall be required to reimburse the Board for the cost of said insurance during the leave. The five-year requirement may be waived at the discretion of the Superintendent.

E. Return From Leave of Absence

Requests for reinstatement following a leave for any reason shall be filed in the Superintendent's office on or before April 1st for the ensuing school year. Nothing contained herein shall obligate the Board to reinstate any employee returning from leave if such a request for reinstatement is not filed on or before the above date.

An employee returning from a leave of absence will not be guaranteed his/her/their former assignment but will be placed in the first available position for which he/she/they is certified and/or qualified.

## **ARTICLE V - INTRA-OFFICE PROCEDURES**

The diversity of programs offered by the District makes it necessary that the several offices and departments work together for the most desirable and efficient utilization of facilities and materials including furnishings, equipment and communication services.

### **A. Operations**

Occasionally it becomes necessary to close all or part of District operations due to weather conditions or other Acts of God. The Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system.

If District operations are closed, staff members are not required to report unless requested to do so in the closing announcements. Those staff members not reporting upon request shall have the day charged to personal leave or use a non-work day.

### **B. Staff Meetings**

Unless excused, staff members are required to attend all scheduled staff meetings. Each work team will announce the time and place of the meeting far enough in advance to allow for attendance.

### **C. Communications to the Superintendent and Board of Education**

All staff covered by this manual shall be responsible for understanding and following the administrative structure when making suggestions, complaints or requests for information regarding this manual.

### **D. Attendance at Professional Conferences**

The Board favors participation by all non-affiliated members in worthwhile conferences. It is recognized that this is part of professional growth for any staff and that it is important that all staff have the opportunity to participate in national, state and local meetings. There must be reasonable and rational procedures to assure total staff participation.

1. Each department will make arrangements to assure that at no time are all members of a division absent and that departmental coverage will be provided.
2. All requests for conferences must be filed with the immediate supervisor prior to conference dates and must have approval of the immediate supervisor.
3. The budget status will at all times be a determining factor relative to approval.
4. Staff members upon resigning from the system forfeit their privilege of attending conferences.
5. An allocation to department budgets will support conference attendance by the non-affiliated support staff.

A conference reimbursement request will be filed with the employee's supervisor. The supervisor shall pre-approve all requests that include an overnight stay paid for with district funds; employee requests shall be treated consistently. To receive reimbursement, post-travel expenses shall be approved by the employee's supervisor. A letter may be provided by the District allowing staff members to charge all

hotel costs back to the District. Items covered by reimbursement are:

- Lodging (hotel, motel, etc.) \*
- Meals (breakfast, lunch, dinner) \*
- Parking\*
- Tolls (bridge, toll roads) \*
- Travel by bus, air, rail, ship\*
- Registration fees\*
- Taxi Service (taxi, bus)
- Tips

\*Itemized receipts must be presented before reimbursement will be made.

Additional reimbursement guidelines may be established and listed on the District reimbursement form.

E. Travel Reimbursement

Reimbursement for authorized travel by personal automobile will be made according to the current allowance rate determined by the Internal Revenue Service.

F. Workspace – Office Area (Furnishings and Equipment)

Matters dealing with office furnishings, workspace and equipment should be taken up with the individual's supervisor. Problems or questions dealing with maintenance should be referred to the Operations Manager.

The District will use its maximum influence to provide adequate working space and equipment for staff members in the buildings to which they are assigned.

G. Use of the Telephone

Every effort will be made to provide adequate telephone availability. Recording and verification of all long- distance telephone calls may be required from employees.

H. Equipment and Supplies

All items of equipment and supplies shall be provided through the procedures established by Business Services following the regulations of the Board of Education.

Whenever possible, specifications for materials and supplies shall be the same as those established as standard. Specifications for any unusual items shall be set by the Superintendent's Cabinet.

I. Use of Cellular Phone/Electronic Telecommunications/Computer Equipment

Use of a personal cell phone for business purposes, use of a District issued cell phone or use of a District issued pager may be required for some District positions.

Consideration for this requirement is given to safety, work-related travel and the availability of an office phone.

When a cellular phone or pager is provided to non-affiliated staff it is for the purpose of performing their job responsibilities or to provide for the safety of students, staff or patrons. Employees are expected to exercise care when using equipment as to not endanger themselves or others. Use of equipment while operating a motor vehicle is prohibited.

Service contracts for cellular telephones will be purchased based on expected use of the equipment for the sole purpose of conducting school business. The employee's immediate supervisor will make determination of the appropriate service contract with approval of the Superintendent. Employees are discouraged from making personal calls. Itemized statements will be sent to employees for review.

If the District is charged for costs in excess of the base service contract, a personal check for reimbursement for personal use and long-distance charges shall be sent to the Business Office no later than ten (10) days after the itemized statement is received. Employees may also deduct the personal use coverage from their expense reimbursement requests.

Should a staff member that is required to have a cell phone choose instead to be reimbursed by the District for business use of a personal cell phone, the level of reimbursement will be \$50.00/month. Supervisory pre- approval is required.

Staff members whose positions within the organization require use of a personal cell phone for business purposes may elect NOT to be reimbursed by the District.

A completed "Cell Phone Reimbursement Request Form" must be on file with the Business Office, no later than July 1<sup>st</sup>, to qualify for reimbursement of personal cell phone use for business purposes.

Employees who are issued District cell phones or pagers, or who are reimbursed by the District for business use of their personal phones, should be aware that their cell phone and/or pager records may be considered a "public record" under State statute and therefore may be subject to release under the Michigan Freedom of Information Act.

J. Damaged/Lost or Stolen Equipment

It is the responsibility of the user to reimburse the District for repair or replacement of any equipment that is damaged or lost. Consideration will be given to damage of loss occurring in the ordinary course of employment. Loss or theft must be reported immediately to the appropriate supervisor with a notation of circumstances.

K. Misuse of Equipment

Staff who willfully abuse district-owned equipment will have the equipment confiscated, and if necessary, will make full restitution to the District as directed by the Superintendent.

## APPENDIX I

### A. Non-Affiliated Office Closings

- July - Independence Day (1)
- September - Labor Day (1)
- November - Thanksgiving Recess and the Day after Thanksgiving (2 days are paid holidays)
- December and January – Winter Recess is 7 days (2 days of Winter Recess are paid holidays; December 25<sup>th</sup> and January 1<sup>st</sup>)
- January – MLK, Jr. Day (Paid holiday)
- May - Memorial Day (1)

## APPENDIX II

### ADJUSTMENT TO SALARY SCALE FOR THE TERM OF THE BARGAINING AGREEMENT

The increase in the compensation scale shall be based on the following criteria:

| <u>Property Tax Revenue Increase</u> | <u>Increase in Compensation Scale</u> |
|--------------------------------------|---------------------------------------|
| 0% – 0.99%                           | 0.25%                                 |
| 1.0% – 1.99%                         | 0.50%                                 |
| 2.0% – 2.99%                         | 1.00%                                 |
| 3.0% – 3.99%                         | 1.50%                                 |
| 4.0%+                                | 2.00%                                 |

The property tax increase will be calculated as follows:

% increase on the wage scale = (A-B)/B

A = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending immediately preceding the Employer's fiscal year to which the wage change would apply.

B = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending the year before A above.

The compensation scale change % will be capped at the higher of the most recent 1) CPI-U US City Average Unadjusted Percent Change for All Items December to December, 2) CPI-U, Selected Areas, all items index, Midwest, December to December, or 3) CPI-U, Selected Area, all items index, Detroit, December to December. For example, the compensation scale change cap for 2019-20 would be based on the CPI-U change from December 2017 to December 2018. If the CPI cap based on the above criteria is less than 2% and the calculated Increase in the Compensation Scale based on the property tax revenue renders a 2% increase or higher, the compensation scale increase will be 2%.

**APPENDIX III**  
**NON-AFFILIATED**  
**2022-23 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

| <b>Grade</b> | <b>Positions</b>  | <b>1</b>  | <b>2</b>  | <b>3</b>  | <b>4</b>  | <b>5</b>  | <b>6</b>  | <b>7</b>  |
|--------------|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 12           | Asst/Associate Superintendent                               | \$140,731 | \$145,655 | \$150,752 | \$156,030 | \$161,491 | \$167,141 | \$172,992 |
| 11           | Chief Info Officer/<br>Executive Director                   | \$127,937 | \$132,413 | \$137,047 | \$141,845 | \$146,810 | \$151,947 | \$157,265 |
| 10           | Director  | \$116,329 | \$120,376 | \$124,588 | \$128,949 | \$133,462 | \$138,133 | \$142,969 |
| 9            | Principal/Director  | \$105,755 | \$109,432 | \$113,263 | \$117,227 | \$121,331 | \$125,576 | \$129,972 |
| 8            | Supervisor  | \$96,141  | \$99,483  | \$102,966 | \$106,570 | \$110,299 | \$114,161 | \$118,156 |
| 7            | Operations Manager/<br>Coordinator/<br>Facilitator          | \$87,400  | \$90,441  | \$93,606  | \$96,882  | \$100,272 | \$103,781 | \$107,413 |
| 6            | Manager   | \$79,455  | \$82,219  | \$85,096  | \$88,075  | \$91,156  | \$94,348  | \$97,651  |
| 5            | Tech III/HR<br>Supervisor                                   | \$72,232  | \$74,745  | \$77,360  | \$80,068  | \$82,870  | \$85,771  | \$88,773  |
| 4            | Tech II/Finance/HR<br>Specialist                            | \$65,664  | \$67,949  | \$70,328  | \$72,790  | \$75,337  | \$77,973  | \$80,703  |
| 3            | Admin Asst/<br>Accountant/<br>LEA Tech II/<br>Specialist II | \$59,695  | \$61,772  | \$63,934  | \$66,170  | \$68,486  | \$70,885  | \$73,366  |
| 2            | Tech I/Exec Sec/HR<br>Asst                                  | \$54,269  | \$56,156  | \$58,121  | \$60,156  | \$62,262  | \$64,439  | \$66,695  |
| 1            | Tech Asst/Project<br>Specialist I                           | \$49,334  | \$51,051  | \$52,838  | \$54,687  | \$56,600  | \$58,583  | \$60,633  |

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX IV  
NON-AFFILIATED  
2022-2023 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

| <b>Grade</b> | <b>Positions</b>  | <b>1</b>  | <b>2</b>  | <b>3</b>  | <b>4</b>  | <b>5</b>  | <b>6</b>  | <b>7</b>  |
|--------------|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 12           | Asst/Associate Superintendent                               | \$128,493 | \$132,989 | \$137,643 | \$142,462 | \$147,448 | \$152,607 | \$157,949 |
| 11           | Chief Info Officer/<br>Executive Director                   | \$116,812 | \$120,899 | \$125,130 | \$129,511 | \$134,044 | \$138,734 | \$143,590 |
| 10           | Director  | \$106,213 | \$109,909 | \$113,754 | \$117,736 | \$121,857 | \$126,121 | \$130,537 |
| 9            | Principal/Director  | \$96,559  | \$99,916  | \$103,414 | \$107,033 | \$110,780 | \$114,656 | \$118,670 |
| 8            | Supervisor  | \$87,781  | \$90,832  | \$94,012  | \$97,303  | \$100,708 | \$104,234 | \$107,882 |
| 7            | Operations<br>Manager/<br>Coordinator/<br>Facilitator       | \$79,800  | \$82,577  | \$85,466  | \$88,457  | \$91,553  | \$94,757  | \$98,073  |
| 6            | Manager   | \$72,546  | \$75,070  | \$77,696  | \$80,416  | \$83,229  | \$86,144  | \$89,160  |
| 5            | Tech III/HR<br>Supervisor                                   | \$65,951  | \$68,245  | \$70,633  | \$73,106  | \$75,664  | \$78,313  | \$81,054  |
| 4            | Tech II/Finance/HR<br>Specialist                            | \$59,954  | \$62,040  | \$64,213  | \$66,460  | \$68,786  | \$71,193  | \$73,685  |
| 3            | Admin Asst/<br>Accountant/<br>LEA Tech II/<br>Specialist II | \$54,504  | \$56,401  | \$58,375  | \$60,416  | \$62,531  | \$64,721  | \$66,986  |
| 2            | Tech I/Exec Sec/HR<br>Asst                                  | \$49,550  | \$51,273  | \$53,067  | \$54,925  | \$56,848  | \$58,836  | \$60,895  |
| 1            | Tech Asst/Project<br>Specialist I                           | \$45,044  | \$46,612  | \$48,243  | \$49,932  | \$51,678  | \$53,489  | \$55,361  |

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.



## APPENDIX V

### EARLY CHILDHOOD 2022-2023 Salary Schedule – 230 Workdays

#### Salary Steps – 230 Workdays

| Grade | Positions                 | 1        | 2        | 3        | 4        | 5         | 6         | 7         |
|-------|---------------------------|----------|----------|----------|----------|-----------|-----------|-----------|
| 8     | Not Currently Used        | \$87,400 | \$90,459 | \$93,625 | \$96,901 | \$100,292 | \$103,802 | \$107,435 |
| 7     | EC Grants Manager         | \$79,495 | \$82,277 | \$85,156 | \$88,137 | \$91,221  | \$94,414  | \$97,719  |
| 6     | Preschool Ed.<br>Manager  | \$72,596 | \$75,136 | \$77,766 | \$80,488 | \$83,305  | \$86,221  | \$89,239  |
| 5     | Not Currently Used        | \$65,366 | \$67,654 | \$70,022 | \$72,473 | \$75,010  | \$77,635  | \$80,352  |
| 4     | GSRP ECS, HS, ECS         | \$58,888 | \$60,950 | \$63,083 | \$65,291 | \$67,576  | \$69,941  | \$72,389  |
| 3     | HS QAS                    | \$53,052 | \$54,908 | \$56,830 | \$58,819 | \$60,878  | \$63,008  | \$65,214  |
| 2     | Head Start<br>Specialists | \$46,959 | \$48,602 | \$50,303 | \$52,064 | \$53,886  | \$55,772  | \$57,724  |
| 1     | Not Currently Used        | \$43,121 | \$44,631 | \$46,193 | \$47,810 | \$49,483  | \$51,215  | \$53,007  |

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX VI**  
**EARLY CHILDHOOD**  
**2022-2023 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

| <b>Grade</b> | <b>Positions</b>         | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> |
|--------------|--------------------------|----------|----------|----------|----------|----------|----------|----------|
| 8            | Not Currently Used       | \$79,800 | \$82,593 | \$85,483 | \$88,476 | \$91,572 | \$94,778 | \$98,095 |
| 7            | EC Grants Manager        | \$72,583 | \$75,123 | \$77,752 | \$80,473 | \$83,290 | \$86,205 | \$89,223 |
| 6            | Preschool Ed.<br>Manager | \$66,283 | \$68,603 | \$71,004 | \$73,489 | \$76,061 | \$78,723 | \$81,479 |
| 5            | Not Currently Used       | \$59,682 | \$61,771 | \$63,933 | \$66,171 | \$68,487 | \$70,885 | \$73,365 |
| 4            | GSRP ECS, HS, ECS        | \$53,768 | \$55,649 | \$57,597 | \$59,613 | \$61,700 | \$63,860 | \$66,095 |
| 3            | HS QAS                   | \$48,439 | \$50,134 | \$51,889 | \$53,705 | \$55,584 | \$57,530 | \$59,544 |
| 2            | Head Start Specialists   | \$42,875 | \$44,376 | \$45,929 | \$47,537 | \$49,200 | \$50,923 | \$52,705 |
| 1            | Not Currently Used       | \$39,371 | \$40,749 | \$42,175 | \$43,651 | \$45,179 | \$46,760 | \$48,396 |

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

## APPENDIX VII

### ONE TIME ANNUAL PAYMENT

As long as the Employer is distributing additional special education funds to its LEAs based on increasing its outgoing transfer expenditures to arrive at a target fund balance, a one-time payment will be made in November of each year based on the budget savings in the Special Education Fund for the previous fiscal year (the Calculation Year), beginning with a calculation based on the 2018-19 year to be paid in November 2019.

The budget savings shall be calculated as follows:

#### Special Education Fund Revenue Budget Savings

The difference between actual non-grant, non-project revenue at year-end and the originally budgeted revenue for the same accounts. This excludes any unexpected revenue sources not originally budgeted.

#### Special Education Fund Expenditures Budget Savings

The difference between non-grant, non-project actual expenditures at year-end and the originally budgeted expenditures for the same accounts. This calculation shall exclude the account(s) used to expense the distribution to LEAs of centralized and non-centralized program/services reimbursements. This also excludes any unexpected expenditures not originally budgeted.

The Revenue Budget Savings and the Expenditure Budget Savings will be added together to determine a Total Budget Savings; it is possible that one or both of these amounts may be a negative number thereby reducing the Total Budget Savings. The Total Budget Savings will then be divided by 11; if this Distribution Amount is greater than 1% of the total of the employees' base compensation of all Eligible Employees paid by through the Special Education Fund then the total Distribution Amount for all employees will be limited to this 1% amount; this will become the Distribution Amount if this limitation is necessary. An overall negative Distribution Amount will not be withheld from employees.

Eligible Employees are defined as ALL employees (not just members of this bargaining unit) paid through the Special Education Fund who are employed by the Employer as of the November payment date and who worked during the fiscal year on which the Budget Savings calculation is based (the Calculation Year). The amount to be paid to each Eligible Employee shall be the Distribution Amount divided by the total FTE of all the Eligible Employees, multiplied by each employee's calculated FTE. An employee who is hired during the Calculation Year will have an FTE calculated for them based on the number of workdays they were scheduled to work during the Calculation Year and the FTE of the position they hold. For example, if a 185-day employee works 185 days, their FTE will be 1.0. If a 185-day employee in a 1.0 FTE position is hired during the Calculation Year and works 130 days, their FTE will be 0.70 FTE.

The One-Time Annual Payment will be made on the last pay date in November and will not be issued as a separate check.

A similar calculation will be made for the General Education Fund. Employees will be paid based on whichever of the two (2) calculations is greater; prorations for partial year employment, as stated will apply.