

**MASTER AGREEMENT**  
**BETWEEN**  
**THE WASHTENAW INTERMEDIATE**  
**SCHOOL DISTRICT**  
**AND**  
**THE FEDERATION OF WASHTENAW INTERMEDIATE SCHOOL EMPLOYEES**  
**UNIT I LOCAL 3760 AFT MICHIGAN**  
**TWO YEAR CONTRACT 2019-2021<sup>1</sup>**

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<sup>1</sup> CBA Draft is pending review/endorsement by Unit I. See the Tentative Agreement below for a list of revisions that have occurred to the Unit I contract that expired June 2019.

**UNIT I  
TENTATIVE AGREEMENT**

**DURATION:** This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Unit I, MFT, AFT, AFL-CIO Local 3760 shall be effective as of July 1, 2016 August 5, 2019, and shall continue in effect until June 30, 2019 2021.

**ARTICLE I- RECOGNITION OF THE FEDERATION**

**1.1.2**

**TA:** Work performed by members of the bargaining unit shall not be assigned to persons outside of the unit without first consulting with the unit. **The Federation acknowledges that the Employer may not be able to fill a position through the employment process but may be able to contract (with a company or individual) to provide services of the position. Such positions will remain a position of the Unit.**

**1.1.3**

**TA:** All personnel ~~hired~~ **employed** to fill such positions ~~or perform such functions~~ for ninety (90) working days or more shall be considered to be members of the bargaining unit and shall be subject to all terms and conditions of this agreement. Substitute teaching assistants employed to fill extended childcare leaves will not be considered to be members of the unit. For the purpose of this section, time worked in the summer program shall not be counted as part of the ninety (90) working days.

**1.1.6**

**TA:** The status of regularly scheduled **substitutes and** part time employees shall be reviewed annually with the Federation, no later than the end of May of each year, in preparation for staffing for the next school year.

**ARTICLE 4- MANAGEMENT RIGHTS:**

**4.1.4**

**TA:** The Employer hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:

Establish or revise policies and adopt reasonable rules and regulations. **An advisory committee will be formed to review and provide recommended updates regarding board policies and administrative guidelines related to student programs and services for the Employer to present to the Board Policy Committee. The Committee will include the Executive Director of HR & Legal Services, the Assistant Superintendent of Achievement & Student Services, Special Education Supervisors, representatives from Unit I and other bargaining groups, and other staff the Employer deems appropriate.**

**ARTICLE 7- GRIEVANCE PROCEDURE**

**7.1.6**

**TA:** The term "days" in this Article shall mean ~~working days~~, except where otherwise indicated, **the scheduled staff days for each respective program or the workdays on the calendar developed with the employee's supervisor or as determined by the current bargaining agreement.**

**In the event a grievance involves multiple employees, days or workdays shall mean the staff days of the High Point School calendar.**

**Days shall exclude days due to closures due to weather, lack of heat, water, plumbing, etc. or other reasons for building/program closure.**

### 7.3.7

**TA:** In the event the matter is not resolved informally, ~~a written~~ **the grievance, stated in writing on the form provided for such purpose, may shall** be submitted to the immediate supervisor within twenty (20) **work**days following the ~~discovery by the aggrieved party of Step 1 informal conference documenting~~ the act or condition which is the basis of the grievance:

- ~~7.3.8.~~ By an employee accompanied by the appropriate Union representative;
- ~~7.3.9.~~ Through the Union representative, if employee so requests; **or**
- ~~7.3.10.~~ By the Union representative in the name of the Union.

### 7.3.9

**TA:** If the grievance is not resolved in Step 2 **or no disposition has been made within the required time limitation, the grievance it** may be ~~appealed~~ **submitted** to the Superintendent within five (5) workdays ~~from receiving the supervisor's after the~~ answer from Step 2 or ~~five (5) ten (10) days after expiration of the time limit, whichever is later.~~ **The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.** Within ~~five (5) ten (10) workdays after receiving the submission of such grievance,~~ the Superintendent or his/her designee shall investigate the grievance giving the Grievant and the Federation a reasonable opportunity to be heard. ~~and He/she~~ shall indicate his/her disposition of the grievance in writing within ~~nine (9) workdays~~ **ten (10) workdays** of such meeting. A copy of his/her decision shall be furnished to the Grievant and the **Union Federation.** ~~The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.~~

### 7.3.10

**TA:** If the grievance is not resolved at Step 3 above, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement, either the Federation or the Board may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the **Union Federation** President, as the case may be, and the American Arbitration Association ten (10) **work**days after receipt of the answer in Step 3. If no such notices are given within the ten (10) **work**day period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved and the Board.

## ARTICLE 8- EVALUATIONS AND OBSERVATIONS

**TA:**

**8.1.1. The evaluation tool shall be the Washtenaw ISD Teaching Assistant Framework evaluation tool. The evaluation tool measures work performance based on four (4) levels of proficiency: Ineffective, Minimally Effective, Effective and Highly Effective. The final evaluation score shall be comprised of two (2) weighted components:**

- **75% - Washtenaw ISD Teaching Assistant Framework rubric rating and**
- **25% - Professional Growth Plan goals rating.**

**8.1.2.** All employees, upon employment and at the beginning of each school year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

**8.1.3.** Evaluation will be conducted by the employee's immediate supervisor or an administrator familiar with the employee's work.

**8.1.4.** The overall evaluation for employees will be based upon the sum total of employee activities including those formally observed in scheduled **observations, unscheduled observations and walkthroughs.**

8.1.5. The parties agree to form a collaborative committee to resolve issues regarding the implementation of the **Washtenaw ISD Teaching Assistant Framework evaluation tool**.

### 8.3.1

TA: In the beginning of each school year, supervisors will establish an annual evaluation ~~conference~~ schedule. Evaluation conferences, by mutual agreement, may be scheduled outside the regular workday. ~~All required observations in any evaluation year will be given advance notice.~~ **There will be a minimum of one prearranged observation per evaluation year; additional observations may be unannounced.**

### 8.3.2

TA: No later than ~~three (3) weeks~~ **thirty (30) days** after the observation, the Employee will receive written feedback on the observation. A conference ~~will~~ **may** occur **at the request of the employee and/or supervisor** at a mutually agreed upon time and place.

### 8.3.3

TA: ~~At said conference, and on the written evaluation, the administrator will avoid generalities and specifically point out the employee's strengths and weaknesses and suggestions for improvement.~~ **When feedback is provided via the observation write-up, the observation conference, and the annual evaluation meeting, the feedback will focus on strengths, areas of need, and contain suggestions for improvement.**

### 8.3.4

TA: **The employee shall have the subsequent right to be observed by a second administrator mutually agreed upon by the Union and the Employer, when so requested by the employee.**

### 8.3.5

TA: Prior to placement in the employee's personnel file, the written evaluation shall be submitted to the employee for additional comments. The comments shall be ~~incorporated into~~ **attached to** the final evaluation.

## ARTICLE 9- REPRIMANDS AND DISCHARGE

### 9.1.1

TA: Disciplinary interviews and reprimands will be considered in private. **An affected employee will be notified in writing prior to an interview, fact finding, inquiry, etc. of their right to Federation representation by Employer. If any meeting turns into a disciplinary interview and/or reprimand, the affected employee may stop the meeting and ask for Federation representation.** An affected employee will, however, have the right in all such instances to request the presence of a local Federation representative **of his/her choice** at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at ~~such~~ said meeting.

**The right to choose a representative shall not be used to unnecessarily delay the interview process. Except as required by law, the initial interview will be conducted within fifteen (15) workdays after the date the Employer becomes knowledgeable of the identified/incident/event. Upon request, the Employer will provide the affected employee and the Federation with an update regarding the status of the investigation as frequently as a bi-weekly basis.**

(Renumbered 9.2.1 thru 9.2.5 as 9.1.2 thru 9.1.5; content remains the same)

### 9.1.2

An employee shall be subject to dismissal, reprimand, suspension without pay, discipline or demotion only for just cause, demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her performance in a negative fashion.

### 9.1.3

Dismissal of an employee, who has been employed by the district for less than ninety (90) days, shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided;

### 9.1.4

The employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance; and

### 9.1.5

The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

## SECTION 3 - PROGRESSIVE DISCIPLINE

### 9.3.1

The Superintendent or his/her designee shall investigate any alleged act/omission that could lead to disciplinary action, as appropriate to the situation. The investigation shall include, at a minimum, providing the employee with reasonable notice and opportunity to respond to the complaint. If the investigation includes a meeting with the employee, prior notice of this meeting shall be provided to the employee.

An affected employee shall have the right in all instances to request the presence of a Federation representative of his/her choice at said meeting. When such a request is made, the interview shall not proceed until a representative is in attendance. The right to choose a representative shall not be used to unnecessarily delay the interview process.

Except for conduct, which on first commission, justifies discharge, the parties adopt the concept of progressive discipline designed to necessitate corrective behavior and agree that movement on the discipline list below may be imposed consistent with the seriousness of the Employee's conduct as determined by the Employer. Discipline may include, but is not limited to:

- A. Verbal warning (memorialized in writing)
- B. written warning,
- C. written reprimand,
- D. suspension (paid or unpaid),
- E. discharge;

Additionally, nothing in this provision limits the Employer's right to take other appropriate action, such as placing an employee on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is non-disciplinary. If it appears that disciplinary action beyond written reprimand may be necessary, the administrator shall contact the Superintendent to discuss the disciplinary action that is to be taken.

If discipline is to be imposed, the staff member shall receive a copy of the discipline and the discipline shall be placed in the employee's personnel file.

## ARTICLE 13- PERSONNEL PROCEDURES

### 13.1.3

TA: The Employer determines when a special assignment is necessary. A special assignment is an assignment outside of an employee's regular duties, such as being assigned to a student with significant behavioral or medical issues that is transferring from a local district or has moved to ~~the~~ within the WISD programs. An ~~specific~~ employee may be asked to accept a special assignment due to his/her special training, skills or relationship with the student. The temporary shifting of staff from program to program or classroom to classroom to cover for absences and normal student transition visitations are not considered to be special assignments. If an employee volunteers to accept a special assignment, for up to 90 days, he/she will be paid at time and half for the duration of special assignment. **The Employer shall determine the length of the special assignment, the initial anticipated length of the assignment, and if the assignment needs to be extended or terminated earlier than anticipated. The designation of a special assignment does not transfer to another employee unless the Employer designates the other employee as having a special assignment.**

### 13.3.1

TA: Whenever a **Unit 1** vacancy occurs, the Employer shall give written notice to the Federation prior to postings. **The Employer shall be responsible to electronically communicate the vacancy notice to each member's work e-mail address.** Vacancies ~~shall will~~ be **concurrently** posted internally **and externally** for ten (10) **calendar** days. ~~If an internal candidate is not selected, the Employer shall then post the vacancy externally. The Employer shall be responsible to electronically communicate the vacancy notice to each member's work e-mail address~~ Unit 1 candidates shall be interviewed and a hiring determination made prior to any consideration of external candidates.

### 13.3.3

TA: ~~The~~ Employer will take steps ~~to attempt~~ to fill vacancies within ~~twenty (20)~~ working days after the internal posting expires. In cases where this cannot be accomplished the Employer will notify the Federation that it cannot meet the deadline and provide a written reason. **In the event the opening cannot be filled the positing shall remain posted until the position is filled.**

### 13.4.1

TA: A Unit I employee ~~applying for a vacancy~~ shall **submit a letter of interest and a resume or application to Human Resources fo internal or external postings. apply in writing.** At the conclusion of ten (10) **calendar** days internal **or external** posting period, all internal applicants shall receive a copy of the job description and be granted an interview by the appropriate administrator or supervisor. If a unit member who applies is not selected to fill the vacancy, the member shall receive, on request, a written statement as to the reasons for ~~the~~ selection ~~of for~~ the successful candidate. **The reply will include specific areas on how to improve or where the candidate was lacking for said position. In the event of a single internal candidate who meets the qualifications, the interview may be waived. If more than one internal candidate applies, the interview of the internal candidate shall occur within 7 working days of the closing of the posting. Transfers shall occur within 30-40 working days. If said transfer does not occur within 40 working days, the employee shall be considered a special assignment after the 40<sup>th</sup> working day.**

### 13.4.2

**TA: Employees covered by the collective bargaining Unit 1 that have accepted a position covered by the Unit II collective bargaining agreement who have completed the full year of last step of the Unit I salary schedule, will be placed on step 2 of the Unit II salary schedule including lanes. Every additional five (5) full years of service beyond the top of the Unit 1 salary schedule will count as 1 additional step on the Unit II salary schedule subject to the following limits:**

- **Top of schedule = step 2**
- **5 years beyond top = step 3**
- **10 years beyond top = step 4**

**This applies to internal Unit 1 collective bargaining employees only.**

## **SECTION 7 – SUMMER EMPLOYMENT PRACTICES**

### 13.7.5

**TA: Summer program employees shall be paid at their daily rate of pay ~~for the school year most recently completed to a maximum of step 5 to a maximum of step six (6)~~, multiplied by the number of days they are required to work during the summer program. **For the 2019 Extended School Year (ESY) program, the daily rate for the days prior to July 1, 2019 or the date of ratification by both parties, whichever is later, will be paid at the 2018-19 daily rate (up to the maximum); the days after June 30, 2019 or the date of ratification by both parties, whichever is later, will be paid at the 2019-20 daily rate (up to the maximum). For the 2020 ESY program, the daily rate will be based on the following school year's daily rate. If a bargaining agreement beginning July 1, 2021 is not executed prior to the start of the 2021 ESY program, the daily rate for any days prior to July 1, 2021 will be based on the daily rate for the 2020-21 school year.****

## **ARTICLE 14– LEAVES OF ABSENCE**

### 14.4.2

**TA: A terminal leave payment of all accumulated unused sick leave above 100 days will be paid upon retirement to the employee ~~at 50%-75%~~ of the teaching assistant substitute rate in effect at the time of retirement. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed ~~\$89~~,000 provided a ninety (90) day notice is given. This notice may be waived by the Superintendent.**

### 14.4.5

**TA: For purposes of 14.4.4(1) and 14.4.4(2), ~~immediate~~ family shall be defined as ~~mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step parents, stepchildren, members of the employee's household~~ **spouse, domestic partner, parent\*, children\*, grandchildren\*, spouse or domestic partner's parents\*, grandparent\*, and sibling\* (\*biological, step, adoptive, or foster)** The employer shall have the right to request whatever documentation it feels is necessary to determine the person in question meets the above definition.**

#### 14.4.9

**TA:** ~~A Unit I employee~~ **All Federation employees covered by Collective Bargaining Agreements** may donate up to ~~fifteen (15)~~ **37.5 hours (e.g. 5 days)**<sup>2</sup> of his/her accumulated sick leave to another ~~Unit I Federation~~ **Unit I Federation** employee who has used (or shall use) all of his/her sick leave and is ~~facing~~ **experiencing the employee's personal** long term medical condition ~~illness~~ **or impending** death of a family member (as defined in Article 14 of the contract). A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal to<sup>3</sup> the recipient's wage. A ~~Unit I Federation~~ **Unit I Federation** employee may not receive more than a total of ~~seventy-five (75)~~ **two hundred and twenty-five (225)** donated hours/ **(30 days)** during the period of a ~~school~~ **fiscal** year. An employee shall not receive more than two hundred and twenty-five (225) hours /**(30 days)** during the employee's duration of employment at the WISD.

An employee's participation is strictly voluntary. An employee who wants to transfer earned sick leave to a ~~Unit I Federation~~ **Unit I Federation** employee of their choice may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence request form furnished by Management and follow the procedure set forth in the ~~Unit I contract~~ **Federation Collective Bargaining Agreement(s)**.

**Donated days shall not be counted against the donor related to the Unit I Attendance Incentive (Section 20.3.1) or related to any provision regarding acceptable use of sick leave.**

#### 14.4.14

**TA:** ~~For legally required attendance due to subpoena, the employee may use up to two (2) days of sick leave. In order to qualify for this provision, the individual must provide the Employer with documentation of the subpoena. Additional days may be approved at the discretion of the Superintendent.~~\_\_\_\_\_

- 1. Work Related - In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she 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 testimony, the staff shall return to work.**
- 2. Personal - In the event an employee is called under subpoena to testify in any proceedings, not related to his/her professional capacity with the District, the employee may use accrued personal leave, pre-approved flex time or unpaid hours to attend. In order to qualify for this provision, the employee must provide a copy of the subpoena to his/her immediate supervisor and the HR Department in advance of the requested absence.**  
*(Example of personal proceedings: Divorce, Custody, Property, etc.).*
- 3. Not Work-related/ Personal: In the event an employee is called under subpoena to testify in any proceedings that are not work related or personal, he/she 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 seven (7) calendar days of the employee's return to work.**

<sup>2</sup> One workday equals 7.5 hours.

<sup>3</sup> It is not an even exchange if an employee donates time to an employee who receives a higher rate of pay.

**A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department within seven (7) calendar days of the receipt of the subpoena. Upon completion of his/her testimony, the employee shall return to work as soon as is practicable.**

*(Example of Not personal or work related: Employee is witness to a crime.)*

## **SECTION 12 – UNPAID EDUCATION LEAVES**

### **14.12.2**

**TA:** ~~Beginning July 1, 2015,~~ Employees with three (3) or more years of service to the District, who have an approved educational leave not to exceed four (4) months will, ~~upon request,~~ **continue to receive their medical care coverage in effect prior to the start of the leave for the employee only** provided the employee continues to make his/her required employee contributions, if any. This benefit is only available to one (1) employee per semester on a first come first serve basis. Should the employee not return to employment with the District at the end of said leave and work 1) through the end of the second semester of the school year if they were on a leave the first semester, or 2) through the end of the first semester of the next school year if they were on leave the second semester, he/she shall be required to reimburse the Employer for the amount the Employer contributed toward their health coverage during said leave. The reimbursement shall be waived at the discretion of the Superintendent. Request for reimbursement shall be submitted in writing to the Human Resources Department.

~~Should the Patient Protection and Affordable Care Act (PPACA) require the employer to provide, at a minimum, coverage for the employee and his/her dependents (excluding spouse), then the employee will receive an amount to be used towards health insurance coverage similar to that of other employees of the employer that have coverage for themselves and their dependents (excluding spouse).~~

## **ARTICLE 16 - SUBSTITUTES**

### **16.1.5**

**TA:** ~~When no teacher substitute can be found for a given classroom by the building administrator, those teaching assistants assigned to that classroom will be paid an additional \$35 per diem. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.~~

### **16.1.6**

**TA:** ~~When no teacher substitute can be found for a given classroom by the building administrator, those teaching assistants assigned to that classroom will be paid an additional \$35 per diem. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.~~

## **ARTICLE 18- WORK SCHEDULES**

### **18.2.1**

**TA:** Staff will work one hundred eighty-five (185) days each year of this agreement, ~~which includes a maximum of four (4) days designated as staff development, and records days. One (1) of these days will be designated as staff/classroom preparation day.~~ **Annually, at least 30 hours will be designated as professional development time and an additional 15 hours will be designated as class preparation/records time.**

### 18.3.1

**TA:** Unit 1 employees shall be required to work a five (5) days, 37.5-hour work week excluding lunch. All employees will maintain time records as required by the Employer. **Any hours worked over 7.5 hours per day or 37.5 hours per week must be preapproved by the employee's supervisor. Situations do occur where preapproval is not possible, including, but not limited to, a student bus or parent not arriving for student pick up on time; in such situations, a supervisor shall subsequently approve the extra hours. Excluding such situations, an employee working extra hours without approval of the work from their supervisor is subject to disciplinary action.**

### 18.3.4

**TA: (Moved current 18.3.4 to 18.3.5; new language below in 18.3.4)**

**In addition to the regular work week outlined above, employees may be required to attend staff meeting(s) for a maximum of two (2) hours per month. A meeting schedule shall be prepared and distributed on a semester basis. These meetings may be held before or after the scheduled workday. Employees required to attend meetings before or after work hours shall be compensated as outlined in 18.3.6.**

### 18.3.5

**TA: (Moved current 18.3.5 to 18.3.6)**

All Unit I employees who are required to take part in IEP's, parent or student contact or other educational responsibilities which are part of the regular work duties, but can only be accomplished outside the established 37.5 hours will be granted flextime when it is approved by their supervisor. Unit I employees may also be asked to conduct training after hours, attend after school enrichment activities, or participate in committee activities by the Employer; the employee will also be granted flextime for these purposes. When possible, flextime should be scheduled by the supervisor to be taken outside of student contact hours. All flextime shall be scheduled by the employee's supervisor within a two-week period following the additional work hours. No more than 2.5 hours of flextime shall be earned in a regular 37.5-hour work week. Employees who work over 40 hours in a work week will be compensated at time and one-half. If the employee is unable to flex time within the two (2) week time period, up to 2 ½ hours shall be paid at the current daily/hourly rate (straight time). Payment will be made within 30 days.

### 18.3.6

**TA:** The hourly rate used to calculate time and one-half in Section 18.3.4 shall be computed by dividing the annual salary amount per Section 24.1.1 by the number of scheduled workdays for a full-time Unit I employee, and then dividing that daily rate by 7.5 hours per day.

## SECTION 4 - STAFF MEETING

### 18.4.1

**TA: (Deleted 18.4.1. Renumbered 18.4.2 to 18.4.1, renumbered 18.4.3 to 18.4.2)**

~~In addition to the regular work week outlined above, employees may be required to attend one (1) staff meeting for a maximum of two (2) hours per month.~~

## ARTICLE 19 - MATERIALS & EQUIPMENT

### 19.3.1

**TA:** The Board shall reimburse an employee for personal property which is damaged during a work-related activity provided such property (including eyeglasses and clothing) is of the type which would normally be expected to be brought to the workplace. **Employees that need to carry a district-provided phone, identification, money, etc. will be provided a personal carrier (fanny pack, backpack) for safety purposes.**

### 19.3.2

TA: To receive such reimbursement, the employee shall report such damage immediately to his/her supervisor in writing. **The Employer will review the facts and circumstances of each situation to determine if a reimbursement will be made. The determination will be made within a reasonable time period.**

### 19.3.3

TA: **The Employer will provide access to technology systems it deems necessary to perform the essential function of the position. If an employee believes technology will allow them to conduct school business in a safe and productive manner, they shall make a request for the technology to their supervisor.**

**If the Employer determines an employee will be issued a cell phone, the employee shall carry the phone on their person during work hours and shall respond to a call or other contact within a reasonable amount of time since it could be an emergency.**

## SECTION 8 – CONFERENCES

### 19.8.1

TA: During the life of this Agreement, the allocation for Unit members' conference and course reimbursement will be ~~\$710~~,000 per year. A Federation committee will be established to consider conference and course reimbursement to allocate the budget amount. No individual shall receive total reimbursements in excess of the amount established in MCL 380.620 regarding ISD travel expenses.

## ARTICLE 20 - EDUCATIONAL SALARY ADJUSTMENT

### 20.2.1

TA: Semester hours credit earned by teaching assistants, including equivalent **SCECHs** State/**locally approved Board CEUs** ~~or locally approved CEUs~~, **in the following areas of study** qualify the teaching assistant for additional salary ~~as follows:~~

### ~~20.2.2~~

~~An additional \$0.60 per hour will be paid for approved semester hour credit totaling a minimum of ten (10) semester hours in the following areas:~~

- ~~o~~ **Behavior Management (A minimum of one (1) course is required or currently valid Crisis Prevention Institute cardholder as of the time of submission for qualification for the Educational Salary Adjustment).**
- o Exceptional Children
- o Computer-aided Instruction (not more than **two** (2) courses)
- o Child Growth and Development Psychology
- o Medically related Procedures (not more than **three** (3)~~2~~ courses)
- ~~o~~ ~~Behavior Management~~
- o Technology Skills (not more than **three** (3) courses)
- o Health and Recreation for **Students Children** (not more than **two** (2)~~1~~ courses)
- o Career Education (not more than **two** (2) courses)
- o Assessment/ Remediation (not more than **two** (2) courses)
- o Collaboration / Service Delivery (not more than **two** (2) courses)
- o Curriculum and Instruction (not more than **three** (3) courses)
- o PT/ OT (not more than **two** (2) courses)
- o Assistive Tech/ Augmentative Communication (not more than **three** (3) courses)
- o **Entrepreneurship or Small Business Management (not more than two (2) courses)**
- o **Culinary or Nutrition (not more than two (2) courses)**
- o **Sanitation and Hygiene (not more than two (2) courses)**

- Financial Literacy (not more than two (2) courses)
- Equity, Inclusion, Social Justice
- Sign or Foreign Language (not more than two (2) courses)

Courses must be submitted on the designated form; official transcripts will be required for college courses. Upon submission, the forms will be reviewed for to determine eligibility for the above requirements. The preapproval requirement in 20.2.4 and the ten-year course completion requirement (see below) do not apply for the new employee's courses at the time of hire. Retroactive approval will not be given for conferences, workshops or in-services with the exception of the Behavior Management requirement for currently valid Crisis Prevention Institute cardholders.

If an employee is in a planned course of study leading to an Associate's Degree (or higher) in a related field in which the Employer hires for such positions (Teaching, Psychology, Physical Therapy, etc.) the employee shall submit their planned course of study to the Executive Director, Human Resources & Legal Services for preapproval on the designated form. Once approved, the course maximums above will not apply to these employees for said course of study.

Deadlines for submission of documentation of eligibility for the Educational Salary Adjustment are outline in 20.2.8. Credit will be given for courses completed within ten years prior to the submission of the District approved form to Human Resources.

## 20.2.2

**Current: Content of 20.2.2 moved to 20.2.1; new language below for 20.2.2.**

**TA: Employees hired prior to July 1, 2019 who have completed a course(s) prior to July 1, 2019 which they feel qualifies toward the Educational Salary Adjustment shall submit documentation of all courses taken by November 30, 2019 on the District approved form to Human Resources. Only courses for which SCECHs or CEUs were awarded while an employee of the employer shall count toward the Educational Salary Adjustment assuming all other criteria is met; SCECHs or CEUs prior to employment with the employer shall not count towards the Educational Salary Adjustment. Documentation of SCECHs/CEUs shall include the awarded certificate and an agenda/outline of the course. College semester courses completed while employed with the employer and prior to employment with the employer will count towards the Educational Salary Adjustment assuming all other criteria is met; official transcripts will be required to be submitted with the District approved form. The requirement that courses shall be taken within ten years prior to the submission of the form shall not apply to this submission. The deadlines for submission of documentation of eligibility in Section 20.2.8 remain in effect for anyone qualifying for the Educational Salary Adjustment under this section.**

## 20.2.3

**TA: Employees with approved semester hour credit totaling a minimum of ten (10) semester hours from the list in 20.2.1 (or from semester hours approved under Section 20.2.4) will be placed on the Base +10 column on the scale in Section 24.1.1.**

**Employees with approved semester hour credit totaling a minimum of thirty (30) semester hours, twenty (20) of which must be from the list in 20.2.1, will be placed on the Base +30 column on the scale in Section 24.1.1.**

**Employees with approved semester hour credit totaling a minimum of sixty (60) semester hours towards a bachelor's degree or to completion of an associate degree will be placed on the Base +60 column on the scale in Section 24.1.1.**

**The planned course of study must be deemed beneficial to the agency by the Executive Director, Human Resources & Legal Services.**

~~An additional \$0.80 per hour will be paid for approved semester hour credit totaling a minimum of thirty (30) semester hours of which twenty (20) semester hours shall be in the following areas:~~

- ~~1. Exceptional Children~~
- ~~2. Computer-aided Instruction (not more than 2 courses)~~
- ~~3. Child Growth and Development Psychology~~
- ~~4. Medically related Procedures (not more than 2 courses)~~
- ~~5. Behavior Management~~
- ~~6. Technology Skills (not more than 3 courses)~~
- ~~7. Health and Recreation for Children (not more than 1 course)~~
- ~~8. Career Education (not more than 2 courses)~~
- ~~9. Assessment / Remediation (not more than 2 courses)~~
- ~~10. Collaboration / Service Delivery (not more than 2 courses)~~
- ~~11. Curriculum and Instruction (not more than 3 courses)~~
- ~~12. PT / OT (not more than 2 courses)~~
- ~~13. Assistive Tech / Augmentative Communication (not more than 3 courses)~~

~~Employees that have qualified for the additional \$1/hour may develop an educational plan leading to 60 semester hours. The **Employee's** plan of study will be pre-approved by the **Executive** Director of Human Resources & Legal Services on a District approved form and deemed beneficial to the Employer.~~

~~For employees that have not previously qualified for an educational salary adjustment, at least one course must be in the area of behavior management. The course must be approved by the employee's supervisor.~~

~~The above referenced list is not all-inclusive, the Employee may appeal to the Director of HR and/or the Director of Special Education.~~

#### 20.2.4

**TA:** The list in **20.2.1** is not all inclusive. Credit may be given by the **Executive** Director, Human Resources & Legal Services/**or the Assistant Superintendent, Achievement & Student Services**, for other courses when the relationship between the course and the duties of the job are shown.

#### 20.2.5

~~**TA:** An additional of \$1.40/hour will be paid for approved semester hour credits totally a minimum of sixty (60) semester hours toward a Bachelor's degree or to completion of an Associate's degree in a planned course of study deemed beneficial to the agency by the Director of Human Resources.~~

#### 20.2.6

**TA:** Retroactive approval will be given for college credit upon receipt and review by the **Executive** Director of Human Resources & Legal Services. **Retroactivity applies to the**

~~date the paperwork is submitted to the Human Resources department. Retroactive approval will not be given for conferences, workshops or in-services.~~

#### 20.2.8

**TA:** Teaching assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive payment for the qualified amount per hour for the entire year, or the teaching assistant can submit verification of credit prior to February 1st and, if allowed, they will receive payment for the qualified amount per hour addition on the remaining hours left in that school year.

- If the Employee is waiting for an official transcript and will not meet the February 1<sup>st</sup> deadline, the Employee shall submit an unofficial transcript with the rest of the required documentation before February 1<sup>st</sup> and will be given a reasonable amount of time to submit the official transcript.
- If the official transcript confirms the content of the unofficial transcript, the effective date of the submission will be the date all the required documentation was submitted with the unofficial transcript.

Candidates for employment will be required to complete the educational salary adjustment application during the pre-hire process. If a candidate has no previous semester hours, they will acknowledge such on the application. Candidates for employment will not be subject to the beginning of year and February 1<sup>st</sup> deadlines stated above.

#### 20.2.9

**TA:** There must be advance **written** approval **by the Executive Director** for all SCECH equivalents, **or State/locally approved CEUs.**

### SECTION 3 – ATTENDANCE INCENTIVE

#### 20.3.1

**TA:**

~~Employee shall qualify for an additional \$400 annual attendance incentive for acceptable use of sick leave in the prior year as determined by 14.4.7. For exceptional attendance \$100 incentive will be awarded to those missing two (2) days or less. For purposes of this article, a full school year is defined as at least 175 paid workdays.~~

**An employee shall qualify for a \$800 attendance incentive if they use fifteen (15) hours or less of leave time<sup>4</sup> (paid or unpaid) during each of the periods below:**

- 1. the start of the employee school year through the end of November,**
- 2. December 1 through the end of February, and**
- 3. March 1 through the end of the employee school year.**

**The payment for the first period will be made by the second pay date in January, for the second period the payment will be made by second pay date in April, and for the third period the payment will be made by the second pay in August. The employee must be employed for the entire period to be eligible for that period's incentive. An employee will only be paid for a period if they are employed on the last day of the period.**

**Additionally, if an employee uses 37.5 hours or less of leave time for the full school year of the employee, the employee will be paid \$300. If an employee uses 15 hours or less of leave time for the full school year of the employee, the employee will be paid an additional \$200. Only employees hired before November 30<sup>th</sup> in a year and employed on June 30<sup>th</sup> will be eligible for these payments.**

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<sup>4</sup> Note: All leave including leave under the FMLA.

## SECTION 3 – LONGEVITY

### 20.3.2.1

**TA:** An employee who has ~~successfully achieved the practitioner level and has completed, as of the end of the fiscal year:~~

- 6 – 9 years full school years of service will receive a \$200
- 10-14 years full school years of service will receive a \$400,
- 15-19 years full school years of service will receive a \$600, or
- 20 or more full school years of service will receive a \$800 annually.

### 20.4.1

**TA:** When ongoing and routine individual student critical medically related care is necessary to maintain life support, staff assigned to that classroom will be trained by qualified medical personnel. ~~Appropriate medical personnel will train these staff to~~ ~~When the employee is trained, delegated to and~~ successfully perform the necessary medically related duties. **A record of the training will be maintained in each employee's personnel file.** ~~as determined by appropriate medical personnel, the employee will receive an annual payment of \$400 payable in a lump sum at the conclusion of the regular school year. The Employer agrees to review the current list of medically related duties to determine if additional duties should be added to the list. The annual payment will be prorated after 30% of the school year is missed based on the number of days in the classroom requiring the medically related care.~~

Employees have various training in areas of importance related to their specific program or location. In recognition of the training for teaching assistants that is required for our various programs and services, employees not receiving the extra payment under 24.1.2 will receive ~~an annual payment of \$400~~ **additional annual compensation. For 2019-20, the annual compensation amount shall be \$650, beginning in 2020-21, the payment shall increase to \$1,150. For employees that do not work a full school year due to beginning or ending employment, or for any other reason, the payment will be prorated based on the fraction of the number of days worked divided by the total number of work days for a full-time, full school-year employee. Part-time employees will be further prorated based upon their FTE.** ~~payable in a lump sum at the conclusion of the regular school year. The annual payment will be prorated after 30% of the school year is missed due to being hired in that year or due to absences. An employee must be employed on the date of the payment or have retired as of the end of the school year for which this payment is related.~~

### 20.5.1

**TA:** For payments in Section 20.3 and 20.4, payments are due no later than the first pay date in September of the school year **and shall be paid on a separate check.**

**ARTICLE 24- SALARY SCALE**

**TA:** Includes the Educational Salary Adjustment into the salary scale (2019/2020 scale shown):

Step	Base	0.60/hr Base +10	1.10/hr Base +30	1.50/hr Base +60
1	23,495	24,328	25,021	25,576
2	25,291	26,124	26,817	27,372
3	27,444	28,277	28,970	29,525
4	29,280	30,113	30,806	31,361
5	30,384	31,217	31,910	32,465
6	31,47	32,306	32,999	33,554

+25% Scale (For Employees Identified in Article 24.1.2)

Step	Base Salary	\$0.60/hr Base +10	\$1.10/hr Base +30	\$1.50/hr Base +60
1	29,369	30,202	30,895	31,450
2	31,614	32,447	33,140	33,695
3	34,305	35,138	35,831	36,386
4	36,600	37,433	38,126	38,681
5	37,980	38,813	39,506	40,061
6	39,341	40,174	40,867	41,422

**24.1.4**

**TA:** New hires with appropriate work experience may be hired up to Step 3. **For 2019-20, two full years of appropriate experience as determined by the Employer shall be equal to one step on the salary schedule. For the 2021 and 2022 fiscal years, each full year of appropriate experience as determined by the Employer shall be equal to one step on the salary schedule.** If Employer wants to consider compensation higher than Step 3, they must consult with the Federation.

**No adjustments or placement consideration for employees hired prior to June 30, 2019 will be made.**

**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%	0.25%
1.0%	0.50%
2.0%	1.00%
3.0%	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 (Jan - Dec) 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 (Jan - Dec) 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 1.5% and the calculated Increase in the Compensation Scale based on the property tax revenue renders a 1.5% increase or higher, the compensation scale increase will be 1.5%.**

## **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. It should be noted that employees' positions funded through the two different funds may not receive the same payment amount. If an employee is funded fully or partially through a fund other than the General or Special Education Funds, those employees' payments will be based on the One Time Annual Payment for the Special Education Fund.**

**ARTICLE 25**  
**SECTION 1 –SCHOOL CALENDAR**

~~It is mutually agreed that the calendars for 2013-14 will continue to be subject to the language in 25.2.1....~~

It is mutually agreed that the calendars for 2019-2022 will continue to be subject to the language in 25.2.1. The parties agree to continue the process used previously in developing the school calendars.

August 26	Staff classroom preparation (no students)
August 27	Training, Staff Meetings (no students)
August 28	Opening Day
August 29	Staff classroom preparation/records day (no students)
August 30 - September 2	Labor Day Weekend
September 3	First day for students
November 27-29	Thanksgiving Break
December 23	Winter Break begins at the conclusion of the day
January 6	School resumes
January 20	MLK Jr. Day
February 14-17	Mid-Winter Break
March 23-27	Spring Break begins at the conclusion of the day
March 30	School resumes
May 25	Memorial Day
June 11 or 12 <sup>5</sup>	Last day for students (1/2 Day for Students)
June 11 or June 12 <sup>6</sup>	Last day for staff

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<sup>5</sup> Last day for staff is dependent upon the program.

<sup>6</sup> Last day for staff is dependent upon the program.