

MASTER AGREEMENT

BETWEEN

**THE WASHTENAW INTERMEDIATE
SCHOOL DISTRICT**

AND

**THE FEDERATION OF WASHTENAW
INTERMEDIATE
SCHOOL EMPLOYEES**

UNIT II

AFT MICHIGAN, AFL-CIO LOCAL 3760

CONTRACT

July 1, 2019 – June 30, 2022

TABLE OF CONTENTS

ARTICLE 1	
Recognition of the Federation.....	1
ARTICLE 2	
Effect of Agreement.....	2
ARTICLE 3	
Negotiations Procedure.....	3
ARTICLE 4	
Management Rights.....	4
ARTICLE 5	
Federation Rights	
Use of Buildings.....	5
Federation Business.....	5
Information.....	5
Federation Representative.....	5
Use of Supplies.....	5
Bulletin Boards.....	5-6
Board Minutes.....	6
ARTICLE 6	
Academic Freedom.....	7
Fair Employment Practices.....	7
ARTICLE 7	
Grievance Procedure	
Definitions.....	8
General Principles.....	8-9
Procedure for Adjustment of a Grievance.....	9-11
ARTICLE 8	
Evaluations and Observations	
Criterion.....	12
Observations.....	12
Tenure Employees.....	12
ARTICLE 9	
Reprimands and Discharge	
Reprimands.....	13
Progressive Discipline.....	13-14
Discharge.....	14
ARTICLE 10	
Seniority.....	16
ARTICLE 11	
Layoff and Recall	
Layoff.....	17
Recall.....	17-18

ARTICLE 12	
Personnel Records	18
ARTICLE 13	
Human Resources Procedures	
Vacancies	19
Notification	19
Application.....	19-20
Promotions	20
Involuntary Transfers.....	20
45 School Day Vacancy	20
Employee Requests for Exchange of Assignment	20
Selection and Transfer of Assistants	20
Summer Employment Practices	21
Position Sharing.....	21-22
ARTICLE 14	
Leaves of Absence	
Special Leaves	22
Public Office	22
Extended Child Care.....	22-23
Sick Leave.....	24-25
Military Service	26
Personal Leave	26
Gainful Employment	26
Jury Duty.....	26-27
Subpoena	27
Employment-Related Absences.....	28
Sabbatical Leave	29
Return from Leave of Absence	29
Insurance Costs During Leave.....	29
ARTICLE 15	
Reporting Absence	30
ARTICLE 16	
Substitutes.....	31
ARTICLE 17	
Emergency Closing	32
ARTICLE 18	
School Calendar	
Work Schedules	33-34
Work Week.....	34-35
Flextime	35
Professional Development and Staff Meetings.....	36
Additional Activities.....	36
Administration Directed Activities	36
Janitorial Tasks	36

ARTICLE 19		
	Working Conditions	
	Workspace.....	37
	Use of Telephones	37
	Materials and Equipment.....	37
	Personal Materials and Equipment.....	38
	Protection of Staff	38
	Visitation.....	38
	Other Working Conditions	39
	Conferences.....	39
	Teacher Certification	40
	Role of the Teacher.....	40
	Positive Behavior Intervention Supports	40
	Mentoring.....	41
ARTICLE 20		
	Salary	
	Salary Computation	42
	Salary Placement.....	42-43
	Outside Experience.....	43
	Forms.....	43
	Advancement on Salary Scale	43
	Annuity.....	43
ARTICLE 21		
	Mileage	44
ARTICLE 22		
	No Strike Clause.....	45
ARTICLE 23		
	Health and Welfare.....	46-47
ARTICLE 24		
	Salary Scale (2019-2020)	48
	Adjustment to Salary Scale for the Term of the Bargaining Agreement	49
	Life-Long Learning Credit	50-52
ARTICLE 25		
	School Calendar (2019-2020)	53
	Duration of Agreement	54
	Appendix A – One Time Annual Payment	55

ARTICLE 1

Recognition of the Federation

- 1.1.1 The Employer recognizes the Federation as the sole and exclusive bargaining representative for professional personnel required by the employer to maintain a state certification, engaged in instructional and instructionally-related activities, including: Teachers, Consultants, Teacher/Consultants, Media Specialists, Therapists, Instructional Coordinators, School Psychologists, School Social Workers, Registered Nurses, Peripatologists, Behavior Specialist, Curriculum Specialist, excluding administrators, office professionals, employees represented by other bargaining groups, and substitute employees.
- 1.1.2 Work performed by members of the bargaining unit shall not be assigned to persons outside of the unit without first consulting the Federation and Federation members within the affected department.
- 1.1.3 Program/Project Specialist and or Program/Project Coordinator may be used to title positions outside of the bargaining unit, as long as none of these positions require the same certification as members of the bargaining unit.
- 1.1.4 Existing positions that are not in the bargaining unit during the 2004-2005 year may be re-titled as Program/Project Specialist and/or Program/Project Coordinator and are not subject to the terms of 1.1.1.
- 1.1.5 Part-time employees who provide the same identical service (17.5 hours or more per week) shall be members of the bargaining unit with prorated salary and prorated fringe benefits including sick leave and personal days.
- 1.1.6 Employees (less than 17.5 hours per week) shall not be considered members of the bargaining unit.
- 1.1.7 Part-time positions providing the identical professional service, each less than 17.5 hours per week which when added, total more than 17.5 hours per week shall be combined into a single position.
- 1.1.8 When new professional positions covered under 1.1.1 are proposed for the district, the Employer shall notify and consult with the Federation regarding such new positions before they are posted. The information shall include a job description and other relevant information.
- 1.1.9 Under Section 1.1.2, it is understood that consultation involves the Employer and Federation representatives in a formal meeting process to discuss and review plans and alternatives.

ARTICLE 2

Effect of Agreement

- 2.1.1 The Employer and the Federation mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.1.2 If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s). Should an emergency financial manager be appointed to the District under the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531, they shall be allowed to reject, modify, or terminate 2011 PA4, MCL 141.1501 to 141.1531.
- 2.1.3 The citation for this provision is in the Public Employment Relations Act, MCL 423.215, subsection (7).
- 2.1.4 The Federation-Management Committee composed of representatives from the Employer and the Federation, will meet on a regular basis to review the effectiveness of the contract to attempt to prevent and resolve problems that might arise in its implementation, and to address supervision issues including communication, professional courtesy and professional development.

ARTICLE 3

Negotiations Procedures

- 3.1.1 Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date, and place mutually determined by the Employer and the Federation.
- 3.1.2 Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Employer and the Federation, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- 3.1.3 After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conference shall be limited to problems indicated on a written request for such conferences. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Federation.

ARTICLE 4

Management Rights

4.1.1 The Board hereby retains and reserves unto itself all powers, rights, 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:

a) The executive management and administrative control of the Washtenaw Intermediate School District, its properties, equipment, facilities, and operations, and to direct the activities of its employees.

b) Hire all employees and, subject to the provisions of the law and contractual agreements with the Federation, to determine their qualifications and the conditions of their employment or their dismissal and to promote, transfer and assign all such employees and to determine the size of the work force.

c) 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 Supervisor(s), representatives from Unit II and other bargaining groups, and other staff the Employer deems appropriate.

d) Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business not in conflict with the specific provisions of this Agreement.

e) Determine the services, supplies and equipment for its operation and determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means and processes of carrying on the work and the institution of new and/or improved methods or changes therein.

f) Determine the number and location or relocation of its facilities, establishment or relocation of new schools, buildings, departments, divisions thereof, and the relocation or closing of buildings or other facilities.

g) Determine the placement of operations and the source of materials and supplies.

h) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations. As part of the Employer accounting procedures, the Employer may convert leave time from days to hours.

i) Determine the size of the administrative organization, its functions, authority, amount of supervision and the table of organization.

4.1.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5

Federation Rights

Section 1 - Use of Buildings

- 5.3.1 Upon the request to the Assistant Superintendent, Administrative & Support Services or designee, the Federation and its members shall be permitted to meet at the Washtenaw Intermediate School District buildings if appropriate facilities are available and custodial staff is on duty. All requests for such meetings must be in writing three (3) days prior to the requested meeting. If any custodial services are required for such meetings, the Board may make a charge for the services provided. In instances where emergency sessions are necessary, the Assistant Superintendent or designee shall waive the above stated written three-day requirement if facilities are available. It is understood such use pertains to the local unit of the Federation.

Section 2 - Federation Business

- 5.4.1 Duly authorized representatives of the Federation shall be permitted to transact official Federation business on Washtenaw Intermediate School District property, provided that such transactions shall not interfere with the working hours of the employees. The total membership of the Federation, including its officers, may use up to five (5) days per year (between July 1 and June 30 each year) to attend workshops or conferences related to Federation activities provided that the Federation president provides suitable notice of at least two (2) weeks to the administration, and provided the Federation reimburses the district an amount equal to the individual employees daily pay rate for each day that a Federation member participates in a conference/workshop activity.

Section 3 - Information

- 5.5.1 The Employer agrees to furnish to the Federation in response to reasonable requests, public information which is available to the Employer in preparation for bargaining, or which may be necessary for the Federation to process any grievance or complaint.

Section 4 – Federation Representative

- 5.6.1 The Federation shall have the right to elect or designate one (1) employee from each work group as staff representative. Each staff representative shall have an alternate who shall function only in the absence of the regular staff representative, all of whom shall have completed their probationary periods.
- 5.6.2 At times mutually agreed to with the supervisors of the parties involved, the Federation representative shall be allowed, on the Employer's property, reasonable time during working hours to present, process and investigate grievances without loss of pay.

Section 5 - Use of Supplies

- 5.7.1 Costs of any consumable supplies used by the Federation for Federation business are to be reimbursed to the Washtenaw Intermediate School District.

Section 6 - Bulletin Boards

5.8.1 The Employer shall provide the Federation with the use of one (1) bulletin board in the employees' lounge of each building for posting notices set forth below.

5.8.2 Notices shall be limited to the following:

Notices of Federation business and its affairs, Federation elections, appointment, committee meetings, and/or any other business that the Federation deems necessary to conduct the business of the Federation.

Section 7 - Board Minutes

5.9.1 A copy of all regular Board Meeting Minutes and/or other materials required by law shall be available to the Federation President within a reasonable time following all regular School Board Meetings.

ARTICLE 6

Section 1 - Academic Freedom

- 6.1.1 Employees shall be free to discuss issues and present materials within the classroom or workstation which they feel are pertinent and beneficial and consistent with educational objectives as long as such discussions and such materials are presented in a professional manner.
- 6.1.2 When an employee speaks or writes as a citizen outside of normal duty hours, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising the right, to make it clear that he/she speaks or writes as an individual and not in behalf of the district.
- 6.1.3 Employees shall be made aware of the capabilities of devices and systems which have the potential of gathering information on the employees' activities.
- 6.1.4 Employees shall comply with the "WISD Network and Internet Access and Acceptable Use Rules."
- 6.1.5 The District agrees that in the event an employee is disciplined due to information gathered through electronic devices or a violation of the "WISD Network and Internet Access and Acceptable Use Rules", the employer will provide access to all information gathered or recovered by the District. Prior to any disciplinary action, the employee shall have a right to a hearing before the Superintendent, with representation from the Federation.

Section 2 - Fair Employment Practices

- 6.2.1 This Agreement shall be applied uniformly to all employees within the bargaining unit.
- 6.2.2 The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Federation.
- 6.2.3 The Federation agrees to admit all bargaining unit members to membership without discrimination on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.
- 6.2.4 The Employer, recognizing that well qualified and able employees are a prerequisite to quality educational programs, agrees to seek out and recruit employees who fulfill these requirements.

ARTICLE 7

Grievance Procedure

7.0.1 The primary purpose of this Grievance Procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section 1 - Definitions

7.1.1 A grievance is a complaint that there has been a violation, misinterpretation, misapplication of any provision(s) of this Agreement and/or any complaint that a policy has been interpreted improperly as it pertains to this Agreement.

7.1.2 An aggrieved person shall mean any member of the bargaining unit, or the Federation on its own behalf, making the complaint.

7.1.3 Whenever the term employee is used, it is to include any member or members of the bargaining unit.

7.1.4 Whenever notice is used, it is meant that such be written notice to grievance Chairperson, grievant, building representative, and Board representative.

7.1.5 Wherever the singular is used, it is to include the plural.

7.1.6 The term “days” in this Article shall mean, 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.

Section 2 - General Principles

7.2.1 A grievance may be withdrawn at any level.

7.2.2 If a grievance arises from the action of authority higher than Building Administrator, it may be initiated at Step 3 of this procedure.

7.2.3 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.

7.2.4 When hearings and conferences are held during duty hours, with the approval of the administrator, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.

7.2.5 Forms for filing and processing grievances shall be given appropriate distribution by the grievance Chairperson so as to facilitate the operation of the grievance procedure.

7.2.6 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

- 7.2.7 Failure by the employee and/or the Federation at any step of this procedure to appeal a decision within the specified time limits shall terminate the grievance.
- 7.2.8 Failure by the Employer or designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.
- 7.2.9 The time limits specified in this procedure may be extended in any specific instance by mutual agreement. Such agreement shall be in writing and signed by the parties.
- 7.2.10 No grievance(s) may be filed by an employee or by the Federation on behalf of any employee if that person for any reason is no longer employed by the district.
- 7.2.11 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section:
- 7.2.12 The termination of services or failure to reemploy any probationary teacher.
- 7.2.13 The placing of a non-tenure teacher on a third year of probation.
- 7.2.14 Any matter submitted to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937, of Michigan, as amended).

Section 3 - Procedure for Adjustment of a Grievance

- 7.3.1 Grievances shall be presented and adjusted in accordance with the following procedures:

Step 1 - Informal Conference

- 7.3.2 A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the appropriate supervisor with the object of resolving the matter informally.
- 7.3.3 By an employee in person on his own behalf;
- 7.3.4 By an employee accompanied by the appropriate Federation representative;
- 7.3.5 Through the Federation representative if the employee so requests;
- 7.3.6 By the Federation representative in the name of the Federation.

Step 2 - Written Procedure #1

- 7.3.7 In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, shall be submitted to the immediate supervisor within twenty (20) workdays following the Step 1 informal conference documenting the act or condition which is the basis of the grievance:
- 7.3.8 By an employee in person on his/her own behalf;
- 7.3.9 By an employee accompanied by the appropriate Federation representative;

- 7.3.10 Through the Federation representative, if employee so requests;
- 7.3.11 By the Federation representative, if the employee so requests;
- 7.3.12 By the Federation representative in the name of the Federation.
- 7.3.13 Within five (5) workdays after receiving the written grievance, the immediate supervisor shall meet with the grievant and the Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within **five (5)** workdays after such meeting and shall furnish a copy of his/her decision to the Federation representative and the grievant.

Step 3 - Written Procedure #2

- 7.3.14 If the grievance is not resolved in Step 2 or a disposition has not been made within the required time limitation, the grievance may be submitted to the Superintendent within five (5) workdays after the answer from Step 2 or ten (10) workdays 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 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. He/she shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting. A copy of his/her decision shall be furnished to the Grievant and the Federation.

Arbitration

- 7.3.15 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 Federation President, as the case may be, and the American Arbitration Association ten (10) workdays after receipt of the answer in Step 3. If no such notices are given within the ten (10) workday period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved and the Board.

Section 4 - Powers of the Arbitrator

- 7.4.1 It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement.
- 7.4.2 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or to assess damages or wages beyond the net loss of income or loss due to discontinuation of fringe benefits.
- 7.4.3 The Arbitrator shall not make any decision which requires the Board to reinstate or reemploy any probationary teacher.

- 7.4.4 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.4.5 The expenses of and the compensation for each and every witness and representative for either the-Employer or the Federation shall be paid by the party producing the witness or having the representative. The fees and expenses of the arbitrator including the expenses of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Board for the decision rendered.
- 7.4.6 The Arbitrator's decision, when made in accordance with the jurisdiction and the authority established by this Agreement, shall be final and binding upon the Federation, the employee(s) involved, and the Board.
- 7.4.7 The termination of probationary teachers or the placing of a probationary teacher on a fifth year of probation shall not be subject to arbitration. However, in the termination of a probationary employee, the Federation may file within five (5) work days of the Board's action, a request for the Superintendent and/or his/her designated representative(s) to meet with the teacher and a representative of the Unit to review the action.

ARTICLE 8

Evaluations and Observations

Section 1 - Criterion

- 8.1.1 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. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

Section 2 - Observations

- 8.2.1 An employee will be informed in advance of the day on which he/she is to be observed, in order that the objectives or purposes of the work activity period being observed may be discussed in advance between the parties. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.2.2 This provision will not be interpreted to prohibit additional observations beyond those required for evaluation. Monitoring of employee performance shall be done openly and with the full knowledge of the employee at the time of the observation. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

Section 3 - Evaluations

- 8.3.1 Employees will be observed for the purpose of evaluation at least every three (3) years. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.3.2 Evaluations will be conducted by the employee's immediate supervisor or an Administrator familiar with the employee's work. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.3.3 Within a reasonable time after the observation, the employee will receive a written report of the observation, followed by a conference between the parties. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.3.4 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. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.3.5 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. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 8.3.6 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 attached to the final evaluation.
- 8.3.7 All copies of the final evaluations will be signed by both the employee and the evaluator. There shall be no additions, deletions, or corrections after the signatures are affixed.
- 8.3.8 Copies of evaluations shall be furnished to prospective employers upon written request of the employee and at the employee's expense.

ARTICLE 9

Reprimands and Discharge

Section 1 - Reprimands

9.1.1 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 management. 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 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 produce the affected employee and the Federation with an update regarding the status as frequently as a bi-weekly basis.

(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

9.1.2 In the case of serious offenses, the above language will not interfere with the Employer's right to take immediate action including suspension with pay until appropriate interviews and hearings can be held.

Section 2 - Progressive Discipline

9.2.1 The Superintendent or his/her designee shall conduct an investigation of any alleged act or 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 District'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 should 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.

(This section does not apply to those positions covered by the Michigan Teacher Tenure Act)

Section 3 – Discharge

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

For positions whose employment is regulated by the Michigan Teachers' Tenure Act, 1937 PA 4, discharge or discipline may be made only for a reason that is not arbitrary and capricious.

9.3.2 Dismissal of a second-year probationary employee shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided:

a) 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

b) The employee, prior to the date of discharge, received a definite written statement containing the reasons for discharge.

9.3.3 Placement of an employee on a third year of probation shall not be grievable, provided:

a) The teacher 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

b) The teacher, prior to the date of being placed on a third year of probation, receives a written statement containing the reasons for the continued probation, which reasons are based upon the prior written evaluations.

ARTICLE 10

Section 1 - Seniority

- 10.1.1 Seniority will be determined from the first date of professional employment within the bargaining unit. Employees who begin professional employment within the bargaining unit on the same date will have a seniority order assigned by the Board of Education at that time. Persons previously employed by the agency and who enter the bargaining unit on the same date as "new hires" will be given seniority preference.
- 10.1.2 Employees who have worked within the bargaining unit and who accept employment with the district outside the bargaining unit will have their seniority frozen. Upon return to the bargaining unit, such employees shall have all rights and benefits afforded under this agreement.
- 10.1.3 Employees shall accumulate seniority in each regular one hundred and eighty-five (185) day school year by the following percentage of days actually worked.
- | | | |
|--------------------|---|---------------------|
| 0 - 91 days | = | zero (0) |
| 92 - 138 days | = | one-half year (1/2) |
| 140 and above days | = | one year (1) |
- 10.1.4 When the qualifications of two or more applicants for a job vacancy are found to be substantially equal, seniority may be used in the decision-making process and may be a tie breaker pursuant to applicable Board policy.
- 10.1.5 The Employer will provide the Federation with an updated seniority list by September 30 of each year following joint review of the seniority status of employees by Employer and Federation representatives.

ARTICLE 11

Layoff and Recall

- 11.1.1 Should substantial and unforeseen changes in financial conditions, student population, changes, revisions or eliminations in or of programs and/or positions make necessary the layoff of personnel, the Board's policy on layoffs will prevail. The Employer will provide notice of planned eliminations to Unit II employees.
- 11.1.2 Those educational programs and/or personnel to be eliminated shall be the sole responsibility of the Board of Education with the advice and recommendation of Management. Prior to Employer action, which will result in the elimination of Unit II employees, the Employer will meet with the Federation to discuss its intent to eliminate programs and positions which will result in the layoff of Unit II employees, and will provide notice of planned eliminations to Unit II employees. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 11.1.3 Employees released through the reduction or elimination of programs will be allowed to bump in to the lowest seniority position for which they are certified and qualified through formal training and related work experience at the time of their layoffs. Qualified will be defined as meeting the minimum requirements and applicable related work experience by the Board of Education at the time of layoff.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 11.1.4 Employees on layoff status who, subsequent to the layoff, secure additional qualifications or certification may use such qualification or certification to return to vacant positions.
- 11.1.5 Employees, including those on leave covered in Article 14.1.1 - 14.11.1, will be released in reverse order of seniority as defined in Article 10. Probationary employees will be released prior to tenure employees, and the same procedure of seniority will be followed.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 11.1.6 An employee shall be given written notification of said action at least thirty (30) days prior to the effective date of layoff (last working day) whenever possible except in the event of some type of immediate legislative action with immediate effect regarding operational programs.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

Section 2 - Recall

- 11.2.1 Recall will be based on reversal of section 11.1.5 above. The last laid off will be the first recalled provided that all tenure employees on leave, who have requested return to active status, have been reinstated prior to recall of probationary employees.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 11.2.2 Employees being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will terminate all employment rights. It is the responsibility of the employee to keep the Employer informed at all times of any change in address including temporary situations. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

- 11.2.3 An opening/vacancy that may occur due to a Board approved leave of one semester or more, which guarantees the right of return to the position left vacant without loss of status, shall be filled by a permanent substitute teacher or by the most qualified transfer applicant, with the resulting transfer position filled by a permanent substitute.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 11.2.4 In the cases above, if there are properly certified and qualified laid-off employees, the most senior, properly certified employee shall be recalled to a one semester or more leave position prior to a permanent substitute being employed.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

ARTICLE 12

Personnel Records

- 12.1.1 By appointment with Human Resources, an employee shall be allowed to review the contents of his or her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- 12.1.2 Materials used as evidence in a grievance or in disciplinary action against an employee will only be permitted if the material was shown to the employee and initialed by him/her within 10 days after receipt by the Employer. The employee's initials shall signify only that he/she has read the material and not that he/she necessarily agrees with the contents. If the affected employee refuses to initial the materials shown to him/her, the Employer may use the materials, if it has attempted to obtain the employee's initials in the presence of a Federation representative. The Federation representative may be asked to initial that he/she has witnessed that the employer has presented the material to the employee for signature.
- 12.1.3 No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.
- 12.1.4 Each file shall have a cover sheet upon which shall be indicated the date of insertion of material, the subject and origin of the material.

ARTICLE 13

Human Resources Procedures

Section 1 - Vacancies

- 13.1.1 A vacancy is defined as a position created by expansion, resignation, discharge or as a result of transfer during the regular school year, which the Employer has determined to be filled.
- 13.1.2 All vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. The Employer shall seek input on program needs from employees in the departments involved.
- 13.1.3 If a qualified employee is on layoff status, that employee will be recalled to fill a vacancy subject to the provisions of Article 13.2 and 13.3.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)
- 13.1.4 It is recognized that when a vacancy occurs during the first one hundred thirty five (135) school days of the regular school year, the employer will recall qualified laid-off employees within ten (10) school days, or realign existing staff, or hire an employee as soon as possible. If necessary, the Employer will propose a temporary resolution to the Union / Management Committee. (This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

Section 2 - Notification

- 13.2.1 Whenever a vacancy occurs, the Employer shall give written notice to the Federation prior to mailings and/or postings. Vacancies will be posted for ten (10) days. The Employer shall be responsible for simultaneously mailing the vacancy notice to each member or posting such notice at the employees' buildings.
- 13.2.2 In addition to posting, notification of professional positions becoming available between June 15 and September 1 will be electronically communicated to all employees of Unit II via notation on the employee's paystub.
- 13.2.3 Vacancies will not be filled until ten (10) days after posting, notification, mailing or enclosure.

Section 3 - Application

- 13.3.1 A Unit II employee applying for a vacancy shall apply in writing. When interviews are being conducted the Unit II employee(s) will be allowed to interview. If a Unit II employee who applies is not selected to fill the vacancy, the employee shall receive, on request, a written statement as to the reason(s) the employee was not selected.
- 13.3.2 Employees with specific interests in possible vacancies that may occur during the summer will notify the Personnel Services office of their interest in writing before the last day of the school year and shall include the address where they can be contacted during the summer.
- 13.3.3 Should a summer vacancy occur, the Unit II employees who have expressed interest in applying for the position shall be notified by letter.

- 13.3.4 It shall be the responsibility of the contacted employee to notify the Human Resources office in writing of continued interest within seven (7) calendar days after notification.

Section 4 - Promotions

- 13.4.1 The Employer continues its support of a policy of promotions from within its own employees.
- 13.4.2 Employees covered by the Unit I Collective Bargaining Agreement that have accepted a position covered by the Unit II Collective Bargaining Agreement who have completed the full year of the 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 I salary schedule will be counted as one (1) additional step on the Unit II salary schedule. This provision only applies to internal Unit I collective bargaining employees:
- Step 2 = Top of the Unit I salary schedule
 - Step 3 = 5 years beyond the top Unit I salary schedule
 - Step 4 = 10 years beyond the top Unit I salary schedule

Section 5 - Involuntary Transfers

- 13.5.1 It is recognized that some involuntary transfers may be necessary to assure an appropriate placement for qualified and experienced employees.

Section 6 – 45 School Day Vacancy

- 13.6.1 It is recognized that when a vacancy occurs as a result of a resignation, discharge or transfer during the last 45 days of the school year, it may be difficult to move a current employee to the vacancy from within the district without undue disruption to existing educational programs. The superintendent or his/her designee may determine to postpone the movement of current employees.
- 13.6.2 The vacancy will be posted within fifteen (15) days and filled for the following school year. For the remainder of the current school year, the Employer will either recall qualified laid-off employee in order of seniority, within ten (10) days, or hire an employee covered by the Unit II contract as soon as possible, but no later than ninety (90) days. All subsequent vacancies occurring as a result of the original posting shall be filled by the start of the following school year.
(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

Section 7 - Employee Requests for Exchange of Assignment

- 13.7.1 A written request to the Human Resources office may be made by any two (2) employees who wish to exchange assignments for up to one school year provided:
- a. The administrators who would be affected agree to the exchange and;
 - b. The employees involved are certified and qualified pursuant to Board policy.
- 13.7.2 Application for this exchange must be submitted to the Human Resources office by April 15 for the following school year. This provision is not subject to the posting procedure.

Section 8 - Selection and Transfer of Assistants

- 13.8.1 Consideration shall be given in the selection and transfer of teaching assistants who are assigned to teachers to the mutual acceptance of each for the other. The Program Supervisor will make reasonable effort to consult with involved teachers and assistants when selecting and transferring same.

Section 9 - Summer Employment Practices

- 13.9.1 The employer shall notify all employees no later than May 15th of each school year of the summer positions that are available, if known. If operation of summer programs cannot be determined at this date, the Employer will give the Federation a written explanation as to the reasons.
- 13.9.2 Each employee shall notify the Employer in writing no later than ten (10) workdays after notification of summer positions available of his/her desire of summer employment with the agency. The Employer shall post a list of employees selected to staff summer positions no later than twenty (20) working days after employee notification of desire for summer employment.
- 13.9.3 Summer vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. If the process of 14.4.7 has been followed, and there is no improvement in attendance, this may be grounds for denial of summer employment. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. If a Federation member who applies is not selected to fill the summer vacancy, the member shall receive, on request, a written statement as to the reasons the employee was not selected.
- 13.9.4 Employees shall be paid their daily rate of pay to a maximum of step eight (8) of the pay scale, 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 will be paid at the 2018/2019 daily rate (up to the maximum); the days after June 30, 2019 will be paid at the 2019-2020 daily rate (up to the maximum) For the 2020 and 2021 ESY programs, the daily rate will be based on the following school year's daily rate. If a bargaining agreement beginning July 1, 2022 is not executed prior to the start of the 2022 ESY programs, the daily rate for any days prior to July 1, 2022 will be based on the daily rate for the 2021-2022 school year.
- 13.9.5 Persons hired for the summer program who are not regular WISD employees during the school year will be paid at Management's discretion during the summer program.
- 13.9.6 Article 14 does not apply to summer program.

Section 10 - Position Sharing

- 13.10.1 Position Sharing is defined as two certified and qualified Unit II employees sharing a full-time position on a half time basis.
- 13.10.2 Each position sharing arrangement shall be established only by mutual agreement of the two job sharers and approval of appropriate immediate supervisor(s). Each arrangement shall be for one year and not considered renewable without the agreement of the two job sharers and approval of the appropriate immediate supervisor(s).

- 13.10.3 The schedules of the job sharers will be developed by the job sharers and the immediate supervisor.
- 13.10.4 The Employer shall not be required to provide additional desk space, post office boxes, etc. for the job sharers.
- 13.10.5 Both job sharers shall attend all required meetings and appropriate parent conferences regardless of their respective daily schedules.
- 13.10.6 The agreement to share a job does not preclude a Unit II employee from employment as a substitute teacher in the District. When working as a substitute, the Unit II employee will be paid at the regular daily rate for a substitute teacher.
- 13.10.7 Any full time opening created by Unit II employees moving to a job-sharing situation shall be considered a vacancy.
- 13.10.8 Full insurance coverage will be available to position sharers. The cost to the Employer for both position sharers coverage will not exceed the cost of a single-family package.
- 13.10.9 Sick leave and personal days will accumulate at one-half rate.
- 13.10.10 Each job sharer shall be classified as a part time Federation member.
- 13.10.11 Seniority will accrue according to Article 10.1.3.
- 13.10.12 In terms of any business between the Federation and Employer, "workdays" for the job sharers will mean district workdays.
- 13.10.13 In the event that one of the job sharers leaves during the school year, the resulting half-time opening shall not be considered a vacancy but shall be filled on a temporary basis until the end of the school year, at which time the situation shall be reevaluated.

(This section does not apply to those positions covered by the Michigan Teacher Tenure Act.)

ARTICLE 14

Leaves of Absence

Section 1 - Special Leaves

- 14.1.1 Leaves of absence without pay, not to exceed a maximum of one year, may be granted to Unit II employees for professional study, foreign assignments, physical or mental health reasons of staff member or immediate family, and exchange teaching. Leave extensions may be granted annually.
- 14.1.2 A leave of absence may be granted at the discretion of the Employer for reasons other than those listed in Article 14, when the leave of absence is deemed by the Employer to be beneficial to the employee and the Employer.

Section 2 - Leave of Absence for Public Office

- 14.2.1 Requests for leave without pay to serve an appointive or elective federal or local office shall be granted by the Board. Such leaves shall be limited to the period of the initial appointment or election. Requests for extension may be made prior to or upon re-appointment or re-election.

Section 3 - Extended Child Care Leave

- 14.3.1 The Employer shall grant to an employee an extended childcare leave provided that the employee applies in writing to the Employer at least sixty (60) calendar days prior to the date such leave is to commence.
- 14.3.2 Such application shall include a signed statement by a physician indicating the expected date of delivery and ability to perform the work until leave commences. Leave shall be granted for a period up to one year and may be extended up to a maximum of two years with Employer approval.
- 14.3.3 The employee may go on extended childcare leave without pay prior to the anticipated date of birth of the child. The employee may continue employment as long as she can continue her regularly assigned responsibilities. The Employer may require a doctor's statement to this effect. A similar condition is effective upon return to employment.
- 14.3.4 During a childcare leave, an employee's hospitalization insurance shall be continued at Employer expense for no more than four (4) months past delivery or hospital stay of mother and/or child, provided the employee continue to make his/her required employee contributions. An employee on childcare leave may elect to continue insurance benefits at group rates at his/her own cost for the remainder of the approved leave.
- 14.3.5 Childcare leave will also be granted to employees in the event of adoption of a child. The Employer shall grant a leave for adoption provided that the employee applies in writing at least sixty (60) calendar days prior to the date such leave is to commence. Said request for leave shall include a prospective commencement date and a desired end date; the Employer recognizes unforeseen circumstances may require modification of the original notice. Leaves for this purpose shall be granted for a period up to one year and may be extended upon subsequent application.
- 14.3.6 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.

- 14.3.7 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 its commencement.

Section 4 - Sick Leave

- 14.4.1 Each employee shall be entitled to accumulate sick leave at the rate of one and one half (1 1/2) days per month of employment. For purposes of this accumulation, 185-day employees shall be considered ten (10) month employees; 216-day employees shall be considered eleven (11) month employees; and 230 or more-day employees shall be considered twelve (12) month employees.

- 14.4.2 A terminal leave payment of all accumulated unused sick leave above 100 days will be paid upon retirement of the employee at 75% of the teachers 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 \$10,500, provided that a 90-day notice is given. This notice may be waived by the Superintendent. An employee entitled to payment under 14.4.2 shall only receive payment in accordance with 14.4.2 or 14.4.2(1), but not both.

1. A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon resignation to the employee at 50% of the teachers substitute rate in effect at the time of resignation. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed \$3,000, provided that 90 days notice is given. This notice may be waived by the Superintendent.
2. Employees may qualify for either 14.4.2 or 14.4.2 (1). In no case are terminal leave payments cumulative.
3. After ten (10) years of service and at least an accumulation of 300 days, staff may choose to receive the District buy-back of up to fifteen (15) days per year at 50% the current teacher substitute rate. Requests need to be made in writing by December 1st. The District's liability is up to 300 days; if more than 300 days are requested, the 300 days will be divided equally by the number of requests.

- 14.4.3 **Sick leave shall be defined as:**

1. Personal illness of the employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
2. Illness or injury in the family up to fifteen (15) days within three consecutive fiscal years (July 1 – June 30), without the approval of the Employer. Additional time may be approved upon request to the Superintendent or his/her designee beginning in the 2011-2012 school year.
3. Bereavement in the family is limited to five (5) days per year without the approval of the employer. Up to three (3) of the five days may be utilized for bereavement for persons other than family, provided that prior approval is obtained from the Superintendent or his/her designee. Additional days may be granted by the Superintendent upon request.

For the purposes of bereavement leave, family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings, members of the household or members of the household's parents.

4. For purposes of illness of the employee or illness or injury in the family, family is defined as Spouse, domestic partner, parent*, children*, grandchildren*, spouse or domestic partner's parents*, grandparent*, and sibling*. (The asterisk * means 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.

In the event of an extenuating circumstance, the employee may make a request in writing to the Superintendent.

5. With the approval of the Superintendent or his/her designee, other family members may be eligible if the employee has legal or IRS responsibility.

14.4.4 No more than two (2) days of accumulated sick leave may be used for the purpose of observing recognized religious holidays of the employee's personal faith. If the employee doesn't have leave time beyond that allowed by this section to use for this purpose, then he/she will be asked to take a day without pay. When sick time is used for this purpose, the employee will provide notification during the first two (2) weeks of the school year to their immediate supervisor. Final approval for the use of sick time for this purpose will remain with the immediate supervisor after consultation with the appropriate Associate Superintendent.

14.4.5 After two years of employment, the individual employee shall have his/her sick leave days credited, effective the first day of each school year. During the first two years of employment, the individual employee shall have 50% of his/her sick leave days credited in September and the other 50% credited on February 1 of the particular school year. An employee leaving the system who has used more than his/her accumulated sick leave as defined in 14.4.1. shall be docked in pay the difference between used sick leave and properly earned accumulation. If the employee owes more than the Employer can deduct from pay, the employee agrees to reimburse the Employer all overpaid funds. If the amount owed to the Employer is in excess of \$2,000, the Employer agrees to provide for repayment over a period of up to 2 months with payments being made approximately every 15 days.

14.4.6 The Employer may require that an employee submit to physical or medical tests and examination by a school district-appointed doctor when such tests and examination are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc., provided, however, that the District will pay the cost of such tests and examinations.

14.4.7 If the employer determines an employee's pattern of usage of sick days is not acceptable, and the employer determines a conference is necessary, the employee must attend the conference and respond to and provide required documentation related to the employer's concern.

14.4.8 Sick Day donation:
All Federation employees covered by Collective Bargaining Agreements may donate up to 37.5 hours (e.g. 5 days)¹ of his/her accumulated sick leave to another Federation employee who has used (or shall use) all of his/her sick leave and is experiencing the employee's long term medical condition 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

¹ One workday equals 7.5 hours.

greater than or equal to² the recipient's wage. A Federation employee may not receive more than a total of two hundred and twenty-five (225) donated hours / (30 days) during the period of a 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 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 Federation Collective Bargaining Agreement(s).

Donated days shall not be counted against the donor related to any provision regarding acceptable use of sick leave.

Section 5 - Military Service

- 14.5.1 An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full-time active duty for a maximum of two weeks per year. 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.

Section 6 - Personal Leave

- 14.6.1 Each employee shall be allowed up to two (2) days per school year for personal reasons provided that the immediate supervisor shall be notified in advance of the requested leave time. Employees shall not be granted personal leave days on the day immediately before or after a holiday. In the case of an emergency, the Associate / Assistant Superintendent or his designee may approve a personal day for the employee. Unused personal days shall be added to sick leave at the end of the fiscal year.

Section 7 - Gainful Employment

- 14.7.1 Leaves of absence for the purpose of gainful employment elsewhere shall not be granted.

Section 8 - Jury Duty

- 14.8.1 An employee granted time off to perform Jury Duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she 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

² It is not an even exchange if an employee donates time to an employee who receives a higher rate of pay.

for the day). The employee shall not be penalized in loss of sick days or other benefits provided he/she submits a Leave of Absence request via AESOP or other computerized management system) and provide the Human Resources Department the following:

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

14.8.2 The Board reserves the right to ask to have the employee excused from Jury Duty and the employee agrees to assist the Board in this effort, if requested.

Section 9 - Subpoena

14.9.1

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.

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 10 - Employment-Related Absences

14.10.1

An employee who suffers injury compensable under the Worker's Compensation Act shall not have the absence charged against his/her sick leave for the first ten (10) days. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to ensure that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act.

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 option, be compensated in either one of the following two methods. For each works' compensation claim is excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

1. The benefits for which he/she is eligible under the Worker's Compensation Act with no deduction from sick leave or;
2. The benefits for which he/she is eligible under the Worker's Compensation Act supplemented by the difference necessary to equal his/her 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:

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.

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 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 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 position. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

Section 11 - Sabbatical Leave

- 14.11.1 A Sabbatical leave of up to one year may be granted upon application to the Washtenaw Intermediate School District Superintendent and Board of Education. The following regulations govern requests for such leaves.
1. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
 2. 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 at the conclusion of the leave.
 3. Requests for sabbatical leave must be submitted to the Human Resources Office by February 15 for leaves beginning the first semester or November 1 for leaves beginning the second semester.
 4. The employee receives pay equal to 1/2 his/her regular salary as determined by the schedule for the year the Sabbatical is taken. The District will continue to pay insurance premiums pursuant to Article 23 during the sabbatical period.
 5. Before beginning a sabbatical leave, the employee shall enter into an agreement with the District to return to active service in the Washtenaw Intermediate School 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.
 6. Upon return, the employee shall have the right to return to the position which he/she left vacant without loss of status. The time on sabbatical leave will count as seniority credit, but will not count toward advancement on the salary schedule.

Section 12 - Return from Leave of Absence

- 14.12.1 Requests for reinstatement following a leave, for any reason, shall be filed in the Human Resources office on or before April 1 for the ensuing year. In Employer-approved leaves of absence for a period of one (1) year or less, an employee with two (2) years seniority in the district shall have the right to return to the position which he/she left vacant without loss of status. Such a position will not be considered a vacancy until the employee indicates that he/she rescinds the right to return or fails to provide timely notification as required. This provision is effective for leaves granted on or after the effective date of this contract.

Section 13 - Insurance Costs During Leave

- 14.13.1 Upon request, employees with five (5) or more years of service with WISD who have approved leaves of absence for one (1) year or less will receive hospital, surgical and major medical insurance at Employer expense during said leaves, provided, the employee continue to make his/her required employee contributions. If the employee does not return to employment with the District at the end of said leave, he/she shall be required to reimburse the Employer for the cost of said insurance during said leave.

ARTICLE 15

Reporting Absences

- 15.1.1 Employees shall be individually responsible for entering their absence(s) into AESOP (or other computerized substitute management system) and notifying a designated person when the employee will be absent from school, in order to give the Employer time to call in substitutes. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification must be made at least 45 minutes prior to the start of the scheduled workday.

ARTICLE 16

Substitutes

- 16.1.1 Regular employees may recommend their substitute preference(s) by contacting the Human Resources Department.
- 16.1.2 In order to comply with IEP required services, the Employer will take immediate steps to find a substitute (part-time employees will be considered) for Teacher/Consultants, related staff (O.T., P.T., Speech Therapist), Nurses, and/or Homebound Teachers when such an employee notifies Human Resources in writing that they will be absent from work for an approved leave of at least ten (10) consecutive work days and when the workload indicates need for a substitute. When possible, the substitute will be afforded an opportunity to work with the Unit II employee for up to five (5) days.
- 16.1.3 In no event shall a person who is non-certified under Michigan law be placed in charge of a classroom.
- 16.1.4 Substitute teachers hired to fill the position of a teacher on leave, or a daily substitute, will not be considered to be members of the bargaining unit.
- 16.1.5 The District will make a good faith effort to secure an adequate supply of qualified substitutes. The Employer will notify the Federation of ongoing actions taken to secure an adequate supply of qualified substitutes as part of the Federation – Management Committee activities.

ARTICLE 17

Emergency Closing

- 17.1.1 In the event that weather conditions or other Acts of God require that the employee's place of work be closed, the Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system. In the event that the employee's place of work is closed, employees are not required to report for work, unless instructed to report in the closing announcement. Employees not reporting when required shall have the day charged to Personal Leave or approved flex time.
- 17.1.2 State required make-up days will be worked without additional compensation and employees will not be required to work more than the number of days in their respective negotiated calendars. (Article 25)

ARTICLE 18

School Calendar

Section 1 - Work Schedules

- 18.1.1 A general school program calendar can be found in Article 25. Any necessary changes due to legal requirements or for other reasons shall be jointly developed by the parties. By June 1 of each year, prior to the development of the upcoming school program calendar(s), Administration shall meet with Unit II leadership to review the proposed calendar(s). These calendar(s) will establish a set schedule for opening day, which is not the first day of instruction for students, and for the week prior to the start of the instructional year for students.
- 18.1.2 Employees shall work one hundred eighty-five (185) days each year of this agreement. Annually, at least thirty (30) hours shall be designated as professional development time and an additional fifteen (15) hours will be designated as class preparation/records time.
- 18.1.3 Calendars for employees who are not assigned to a classroom based program for which a calendar is developed in Section 18.1.1 or 18.2.3, and those employees who contracted for other than one hundred eighty-five (185) days, shall be adjusted between each employee and his/her immediate supervisor and approved by the appropriate Director. Any necessary adjustments in work schedules which need to be made after the individual calendar has been approved shall be made between the employee and the immediate supervisor subject to the approval of the appropriate Director. The work year for employees not assigned to classroom-based programs and those employees contracted for other than one hundred eighty-five (185) days shall be contained within the July 1 - June 30 contract year.
- 18.1.4 Attendance at conference/workshops approved by the Supervisor and related to the Employee's professional development plan shall be considered workdays/hours and shall be included in the Employee's calendar, including weekend days/hours. Conference/workshop attendance not approved by the supervisor shall not be considered workdays/hours.
- 18.1.5 It is the responsibility of the consultant and itinerant employees to submit a schedule to their immediate supervisors relative to their daily activities.
- 18.1.6 Teacher Consultants and related service staff will meet with their individual supervisors to develop yearly goals, discuss student needs and identify priorities.
- 18.1.7 Teachers will provide a current list of concerns in writing to their immediate supervisor no later than September 15th. Each teacher will meet with their respective supervisor individually by September 30th, to address and attempt to resolve immediate concerns, develop yearly goals and identify priorities.
- 18.1.8 The WISD supervisor, teaching consultants and employees serving local school districts will develop an annual local district service plan in collaboration with local special education administration, including procedures to follow when service delivery concerns arise.
- 18.1.9 Employees and supervisors will jointly develop a proposal for future personnel/service needs and will submit the proposal to the appropriate Director.

- 18.1.10 Prior to March 1 of each year - before the development of the annual budget for submission for the approval process - staff members will have scheduled opportunities with the Assistant Superintendent to review data related to staffing, student needs, enrollment and program sites.
- 18.1.11 Program/service improvement plans may be developed as a result of this process and program improvement funding recommendations may be made, provided the plan is adopted by Management.
- 18.1.12 State guidelines and employee caseloads will be reviewed with a Federation-Management committee prior to May 1. This committee will also review the joint proposal for professional service distribution and will review the approved program/service improvement plans. Following this review, recommendations will be made as part of the budget approval process.
- 18.1.13 Management will meet with teachers, teacher consultants and related service staff to review workloads at Management or staff member's requests at anytime of the school year.
- Workloads are defined as (but not limited to): caseload, travel, level of severity and multiplicity of needs, specific direct and consultative needs, number of sites, preparation time, training and supervision responsibilities, behavioral needs of students, classroom scheduling needs, number of students using assistive devices, technology and augmentative communication, team meetings, documentation requirements, assigned committees and other responsibilities.
- 18.1.14 When there are perceived workload problems:
1. Individual disciplines will meet to resolve problems and develop a potential solution prior to informing Management of the problem.
 2. Management and discipline team will meet to review proposed solution(s) (e.g., request for additional staff, assistance in prioritizing of workload responsibilities). If resolution is identified at the meeting, no formal written response will be required from Management. If the matter requires additional consideration by Management, a formal written proposal will be submitted by the employee.
 3. Management will review and respond to proposed solutions in writing within fifteen (15) calendar days. If the review reveals a significant change, resulting in an inappropriate or inequitable workload, long-term or short-term adjustments will be made.

Section 2 - Work Week

- 18.2.1 The established work week shall be 37.5 hours per week, excluding lunch. Work schedules shall assure that state mandated student instructional guidelines are met.
- 18.2.2 Employees assigned to another educational agency shall work the schedule of teachers in that agency.
- 18.2.3 Employees assigned to a classroom program in a local district shall work the teacher schedule in that district, but not to exceed 37.5 hours per week. As long as student contact hours are met, classroom staff in the local district and students will follow the established calendar in the district to which they are assigned. Staff or student days that are required to be scheduled outside of the local district school calendar will be mutually agreed upon by Unit II employees involved, Federation and Management.

18.2.4 Employees who do not have a designated duty-free lunch period shall have a fifteen (15) minute period of duty-free time scheduled within the instructional day.

For local-based K-12 classroom programs that exceed state required instructional time, at least 45 continuous minutes of release time per day will be scheduled for teachers. Scheduling will be done during the first two (2) weeks of the school year by the supervisor by mutual agreement with the teacher. If mutual agreement is not reached the issue will be reviewed by the Director of Special Education. A recommendation will be proposed by the Director of Special Education to the Federation-Management Committee. A plan will be devised by the Federation-Management Committee and implemented within ten (10) workdays. The plan will be reviewed by the teacher and supervisor each semester.

18.2.5 Classroom teachers are provided prep time, which is daily non-student contact time, before and after the student instructional day. The Employer will make every effort to provide all classroom teachers an additional one-half day (or the time equivalent) of prep time each month during the school year; scheduling will be done during the first two (2) weeks of the school year by the Supervisor with the teacher. If mutual agreement is not reached the issue will be reviewed by the Special Education Director. A plan will be devised by the Federation Management Committee and implemented within ten (10) workdays.

18.2.6 Work schedules shall be developed by employees and their immediate supervisors.

18.2.7 Consultant and related services employees may plan flexible scheduling of their work week, with the approval of their supervisor, to best meet the needs of the students and/or the districts they serve.

Section 3 – Flextime

18.3.1 All Unit II 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 flex-time when it is pre-approved by their supervisor. When possible, flextime should be taken outside of student contact hours. Accumulated flextime can be taken in ½ or full-day increments (or shorter if substitute is not needed) with prior supervisory approval. Administration and Federation will establish procedures for pre-approval by start of 2005-06 school year. The balance of accumulated flextime shall not exceed two (2) days.

18.3.2 Upon approval, teachers performing other extra assignments/duties outside the normal workday will receive \$40 per hour or flextime. Flex time may be taken in increments up to two (2) consecutive days or up to \$10,000 cumulative annual cap for all teachers. Once cap is reached then flex days become the default. Extra paid assignments include the following:

1. Conducting training after hours.
2. After school enrichment activities.
3. Committee participation activities (Article 18.3.1).

Section 4 – Professional Development and Staff Meetings

- 18.4.1 In addition to the regular work week, employees may be required to participate in twenty (20) hours per school year of professional development related to agency goals and/or an individual professional development plan. The plan will be designed by the employee and the supervisor.
- 18.4.2 In addition to the regular school year, twenty (20) hours per school year may be required for supervisor/employee meetings to conduct agency business.
- 18.4.3 A meeting schedule shall be prepared on a per semester basis. These meetings will be held before or after the scheduled workday and shall not exceed one (1) meeting per month.

Section 5 - Additional Activities

- 18.5.1 Activities beyond the regular workday duties, including but not limited to such items as school fairs, social functions, work shops, and sports events, shall be voluntary on the part of the employee.

Section 6 – Administration Directed Activities

- 18.6.1 The Board may request that employees perform specific tasks as directed by Administration beyond the normal work week as established per contract. Those tasks included in the job description for an employee are not eligible for compensation under this section. When the Board determines that this provision will be implemented, it will provide notice to Unit II employees through use of the appropriate bulletin boards. In those situations where the employee agrees to perform the activity directed and approved by the appropriate director/supervisor and the associate superintendent, he/she will be compensated at a rate determined by Management at the time of notice.
- 18.6.2 In order to receive compensation under this section, the employee must have prior written approval from the appropriate director/supervisor and the associate superintendent for both the activity and the amount of time approved to accomplish the activity. Upon completion of the activity, the employee will submit a time sheet detailing the dates and hours worked to the appropriate director/supervisor and associate superintendent for signatures.

Section 7 - Janitorial Tasks

- 18.7.1 In the course of instructional programs, employees may continue to teach students certain janitorial tasks when such tasks are assigned to students by the employee as part of an ongoing educational program designed to develop specified skills and abilities.
- 18.7.2 Employees shall not be assigned janitorial duties as part of their contractual duties.

ARTICLE 19

Working Conditions

Section 1 - Work Space

- 19.1.1 Adequate work or office space shall be provided for each employee. The Employer shall use its maximum influence on local school districts in which employees are assigned to provide adequate work or office space in that district. Employer shall recognize that what constitutes adequate space is dynamic and shall be re-considered as the need arises. The Employer shall develop a written plan in conjunction with classroom teams to address the student space needs for the upcoming school year. The plan will be developed by November 30th and presented to Federation / Management Committee by December 31st. Federation / Management will review and may recommend revisions.
- 19.1.2 The Employer shall provide adequate assigned space in which employees may eat, confer, lounge, or meet with other employees on professional matters.
- 19.1.3 When major facility improvements and/or classroom re-locations are contemplated for the Intermediate District, employees shall be involved to the extent that their suggestions will be solicited before any final decision is reached by the employer.

Section 2 - Use of Telephones

- 19.2.1 Telephones will be available to employees for all business-related local and long-distance calls

Section 3 - Materials and Equipment

- 19.3.1 Each employee shall be responsible for all educational equipment and/or materials assigned to him/her.
- 19.3.2 Any equipment and/or materials broken, destroyed, lost or stolen must be reported to the Department Supervisor and/or Assistant Superintendent, Business Services within two (2) days of occurrence, or as soon as the employee becomes aware of the incident.
- 19.3.3 Any materials to be used in the employee's work must be purchased on an official purchase order form. The data needed on a purchase order form includes: (1) vendor, (2) description of item, (3) quantity purchased and (4) approximate costs according to catalog or information on hand. Signed approval must then be given by the Department Supervisor and Assistant Superintendent, Business Services as well as processed through appropriate procedures in the business office before the materials can be obtained.
- 19.3.4 In special circumstances, petty cash reimbursement shall be made provided the employee has his/her immediate supervisor's prior approval and signature before the expenditure is made.

Section 4 – Personal Materials and Equipment

19.4.1

The Board shall reimburse an employee for prescription eyeglasses and clothing which is damaged during a work-related activity. If other personal property is damaged during a work-related activity for which the employee feels he/she should be reimbursed, the employee shall submit a request on the proper form to his/her supervisor. The supervisor and the Assistant Supt. of Administrative & Support Services shall review the documentation provided to determine the following:

1. If such property is of the type which the employer requires an employee to bring to their workplace or the employee, or due to extenuating circumstances has obtained approval from his/her supervisor to carry the personal property with them, and
2. If the facts and circumstances support a reimbursement to the employee.

To receive such reimbursement, the employee shall report such damage immediately to his/her supervisor in writing.

Section 5 – Protection of Staff

19.5.1

If any employee is legally complained against, or sued by reason of disciplinary action taken by the employee against a student, the Employer shall provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the Employer determines the employee has acted within the scope of Board Policy, professional behavior, and ethical considerations. The sole determination shall be made by the Employer, and the decision of the Employer shall not be subject to the grievance procedure, up to and including arbitration provided: that prior to making its decision, the Employer will provide the employee with copies of the materials to be used in making its decision and shall allow the employee the opportunity to be heard, if the employee so requests. This determination can be reconsidered by the Employer if new evidence/information is brought forth.

19.5.2

Time lost by an employee due to legal appointments caused by a work-related incident, shall not be charged against the employee, if the Employer finds that the employee has acted within the scope of Board Policy, professional behavior and ethical considerations.

19.5.3

Any case of assault or suspected battery upon an employee shall be promptly reported to the appropriate supervisor, who shall accept the report and determine the merits of the report. In cases of both assault or suspected battery, the employee will be informed of his/her rights, by the Superintendent or designee, if so, requested by the employee.

Section 6 - Visitation

19.6.1

Employees shall be allowed a minimum of one day each year to visit other programs or facilities that relate to the employee's WISD responsibilities. Approval from the employee's immediate supervisor and the Director of the Department is necessary prior to scheduling a visitation day.

Section 7 - Other Working Conditions

- 19.7.1 Transportation shall be available for field trips provided prior approval for the field trip is received from the Building Administrator.
- 19.7.2 Through such methods as inservice workshops, etc., every effort will be made to involve individual employees and groups of employees to develop new curricular offerings and to improve existing programs by the sharing of ideas among employees and receiving new ideas from outside experts in particular areas.
1. A standing curriculum and instruction committee on a yearly basis will review process, procedures and data related to curriculum, instruction, assessment and behavior.
 2. Based on demonstrated student and employees need the committee will advise on staff training and professional development.
 3. High quality resources and information will be made available on the WISD website.
- 19.7.3 By the end of each regular school year, where there are multiple classroom programs at the same site and after enrollment figures are provided by Management, class lists will be determined by collaborative classroom teacher teams (within state program staffing rules) including appropriate support staff. Management will be notified of class lists and will resolve conflicts or disputes regarding the lists.
- 19.7.4 Where there are multiple classroom programs at the same site, staffing assignments will be based on classroom needs (within required state program staffing rules) and shall be determined by the administration after discussion with classroom teacher teams. Management will resolve conflicts or disputes.
- 19.7.5 During the 1996-97 school year, a special assignment program will be established utilizing a Request for Proposal (RFP) process to support innovative instructional practices.
- For the 1996-97 school year, released time shall be approved for at least one bargaining unit member for a minimum of ten (10) weeks.
- For subsequent school years, additional requests for proposals may be approved.
- 19.7.6. In addition to the Federation – Management meetings in 2.1.3, there shall be a twice yearly meeting convened by the employer with Unit II members with the goal of improving communication and working relationships between the employer and Unit II employees.

Section 8 - Conferences

- 19.8.1 During the term of this agreement, this amount shall not be less than \$26,000 for the school year. A Federation Committee will be established to consider conference requests and to allocate the budget amount.
- 19.8.2 Prior to submission to the Federation committee, each request for conference must have the approval of the immediate supervisor. At the request of the Unit II employee, denials shall be reviewed within five (5) working days and the original request may be approved by the

appropriate associate or assistant superintendent. Each conference application shall contain an educational justification supported by the immediate supervisor.

19.8.3 Employees upon resigning from the system forfeit their privilege of attending conferences.

19.8.4 Employees serving on national committees, commissions, task force groups and those requested to serve as presenters, group leaders, or resource people for the agency to national or state associations may attend providing prior approval is obtained from the immediate supervisor and the Superintendent or his designee. In situations where funds are not available, employees may agree to assume full conference costs.

19.8.5. The Federation agrees that Management may request employees to attend workshops and conferences related to their job descriptions if funds other than the Federation conference budget are used for the employee's expenses and if the employee agrees to attend.

19.8.6 The Unit II Vice President and Conference Chair shall be provided access to the Employer's Financial accounting system for the purpose of viewing Federation Conference funds.

Section 9 - Teacher Certification

19.9.1 It is the responsibility of each employee to obtain and maintain the official certification and/or approval required for his/her position. Each year, the employee shall submit any certification and/or approval changes to the Director of Human Resources and Legal Services prior to September. This includes:

1. Meeting necessary program requirements.
2. Receiving certification and/or approval through his/her college or university.

Section 10 - Role of the Classroom Teacher

19.10.1 The primary role of the classroom teacher is to provide and direct student instruction. In addition, the teacher will manage direct classroom operations.

By the end of the regular school year, Federation members will have an opportunity to meet with the Director of Special Education for the purpose of reviewing projected class lists and to provide input. Additionally, when change of student placements are necessitated, Federation members' input will be sought by Supervisors prior to placement.

Section 11- Positive Behavior Intervention and Supports (PBIS)

19.11.1 Maintaining a safe and orderly learning environment is the joint responsibility of the Employer and Employee. To support this effort a WISD team will be established and will develop a district-wide PBIS system by utilizing the framework established by the state of Michigan. To ensure that the district is aware of instances that threaten a safe and orderly learning environment, the Employer shall establish a hotline for staff reporting injuries.

19.11.2 When a student demonstrates behavior that could result in injury to self and/or others, employees may initiate the formation of an "Intensive Student Team" by contacting their

Supervisor. Should the Supervisor not be available, employees shall contact the Director of Special Education.

19.11.3

Interim safety interventions shall be determined by the Supervisor in consultation with the employees. The "Intensive Student Team" will be convened within a reasonable time. A written "WISD Procedure for Addressing the Needs of Students with Intensive or Complex Concerns" will be provided to staff. The written procedure will be reviewed annually by a joint Union/Management Committee and the standing curriculum and instruction committee.

Section 12- Mentoring

19.12.1

The District shall provide a mentor for Unit II employees in the first three (3) years of their professional employment. The District shall provide a mentor for newly hired Unit II experienced employees for a maximum of one (1) year at the request of the newly hired employee.

19.12.2

The mentor shall be defined as a tenured, registered or licensed Unit II employee with four (4) or more years of experience, or a qualified employee outside of the Unit. First consideration shall be given to active Unit II employees. Assignment to outside persons shall not be made without first consulting with the Federation.

19.12.3

When a Unit II employee applies and is selected to be a mentor by Management, the following conditions apply:

1. The mentor shall be granted up to four (4) days of release time each year to work with the mentee during the regular workday. Such time shall be scheduled with supervisory approval.
2. Management and the Federation shall jointly develop standards for mentoring.
3. Mentors will receive a stipend of \$500 upon meeting standards. Compensation under this section shall be made in four (4) equal payments in October, January, March and June.

ARTICLE 20

Salary

Section 1 - Salary Computation

- 20.1.1 Employees working more or less than one hundred eighty-five (185) days shall have their salaries computed on per diem rate. Such rate is determined by dividing the base salary on the schedule by 185 days, then multiplying the per diem rate by the number of days assigned to be worked.
- 20.1.2 Employees who are assigned to work other than the full-time hourly schedule as stated Article 18 shall receive a salary based upon a mathematical pro-rating of their appropriate salary schedules.
- 20.1.3 Experience and degree status will be determined according to status as of July 31st and December 31st during each school year. The transcript from the granting institution, showing the change in hours or degree must be received by Human Resources in the same semester as the application / request.
- Deadlines:
July 31st Status - If the application (inclusive of requisite documentation) is received by August 31st, the employee will receive a full year lane change payment.
December 31st Status - If the application (inclusive of requisite documentation) is received by January 31st, the employee will receive a 50% lane change payment.
- 20.1.4 During the 2019-2022 school years, an \$850 off scale payment will be made to all full-time employees. This payment will be paid in equal installments with each paycheck, beginning with the first pay of the contract year for each employee. Part-time employees shall have this payment prorated based on the fraction of the number of days worked divided by the total number of workdays for a full-time, full school fiscal-year employee. For employees that do not work a full school fiscal-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 fiscal-year employee.
- 20.1.5 Step 10 and Step 11 employees removed off of the 2015/2016 Salary Schedule will receive a percentage increase commensurate with those on the Salary Schedule in 24.1.1.

Section 2 - Salary Placement

- 20.2.1 Annual salaries shall be computed according to Schedules, attached hereto, which are incorporated into and made a part of this Agreement.
- 20.2.2 Movement on the salary grid shall be automatic, based solely on credited experience and training.

20.2.3 Credits earned to be counted for the purpose of determining salary will be based on:

1. Post-Masters' graduate semester hours in education or related field (e.g., psychology, social work, physical therapy, occupational therapy); or
2. Post-Masters' semester hours, graduate or undergraduate, which have been approved in advance.

Section 3 - Outside Experience

20.3.1 In employing new personnel, the maximum allowable credit for outside experience will be limited to:

- Ten (10) years of appropriate professional experience for 2018/2019.
- Eleven (11) years of appropriate professional experience for 2019/2020.
- Twelve (12) years of appropriate professional experience for 2020/2021.
- Thirteen (13) years of appropriate professional experience for 2021/2022.
- Fourteen (14) years of appropriate professional experience for 2022/2023.

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

Section 4 - Forms

20.4.1 All authorizations for payroll will be made on appropriate forms.

Section 5 - Advancement on Salary Scale

20.5.1 Professional employees employed under contract for ninety-two (92) or more working days during a school year will receive credit for a full year on the salary scale.

Section 6 - Annuity

20.6.1 A 403B plan shall be available at the employee's option and at his/her own expense.

ARTICLE 21

Mileage

- 21.1.1 The base for reimbursement of authorized mileage is determined by using the maximum allowable rate as established by the Internal Revenue Service.

ARTICLE 22

No Strike Clause

- 22.1.1 The Federation and its members agree that during the life of this Agreement, it will not directly cause, encourage, or participate in any strike, work stoppage, or any other type of concerted activity which has the effect of disrupting or interfering with the normal educational activities of the WISD.

ARTICLE 23

Health and Welfare

- 23.1.1 The Employer will provide, upon application, to full time Unit II employees, a Flexible Compensation Plan as outline below. Part-time staff will be provided the same benefit as outlined in Article 1.
- 23.1.2 A joint Federation - Management Committee will meet at least two times per year to review the financial results of the plan and to recommend options for plan modifications. If financial information is not available prior to December 1, the committee will meet as soon as possible at a mutually agreeable time.
- 23.1.3 Beginning January 1, 2012, 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. The contribution shall be taken out of the employee's pay on a pre-tax basis.
- 23.1.4 Employees that have a hire date of the 1st thru the 16th (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1st of the month.
- Employees that have a hire date of the 16th thru the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16th of the month.
- 23.1.5 Flexible Compensation Plan and Overview of Benefits Chart - See the Employer website for details.
- 23.1.6 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.
- 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 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.

23.1.7 A joint Federation-Management Committee will meet at least two times per year working collaboratively to identify an appropriate wellness plan and incentives to reduce overall health care costs.

23.1.8 Notwithstanding any other provision of this Agreement, 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 parties agree that the District may amend the health plan to the extent necessary in order to ensure compliance with the ACA. For the contract period starting **July 1, 2016 and ending June 30, 2019**, the parties agree that discussion of any health care plan changes as a result of the ACA will take place in the Health Care Committee that includes representatives from Unit II employees. Upon request by either party, the agreement will be re-opened for the limited purpose of bargaining over the effect of any amendment made to the health care plan as a result of the District’s required compliance with ACA and Public Act 152 of 2011.

ARTICLE 24

24.1.1

2019/2020 Payscale

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA30</u>	<u>PhD/EdD</u>
1	43,155	47,468	49,628	51,789
2	46,192	51,400	53,893	56,385
3	49,225	55,337	58,151	60,966
4	52,258	59,267	62,415	65,562
5	55,294	63,208	66,682	70,157
6	56,812	65,170	68,814	72,458
7	58,332	67,131	70,945	74,741
8	59,848	69,101	73,076	77,050
9	61,363	71,071	75,208	79,345
10	62,882	73,037	77,339	81,641
11	64,401	75,001	79,470	83,938
12	65,919	76,970	81,602	86,233
13	67,435	78,938	83,732	88,527
14	68,953	80,904	85,867	90,831
15	70,469	82,869	88,000	93,130

MA+30

- **Master's degree + 30 credit hours; or**
- **Master's degree that requires 60 credit hours.**

PhD/ED

- **Master's degree + 60 credit hours; or**
- **Master's degree that requires 90 credit hours (or more); or**
- **A license or certification required for the position that requires 90 credits beyond a Bachelor's degree.**

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:

$$\% \text{ increase on the wage scale} = (A-B)/B$$

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 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%.

Life-long Learning Credit³

- 24.1.2 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$750 shall be made under the terms and conditions listed below.
- a. The employee shall have completed at least five (5) full school years of service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section the employee must have completed at least five (5) full school years of service in a position covered by the Unit II collective bargaining agreement.
 - b. The employee shall have completed at least six (6) semester hours of College credit or eighteen (18) CEU's or an equivalent or a combination thereof within their last five (5) years of service to the district. All credit shall be appropriate to the employees'—assignment. College courses shall be approved by Human Resources.
- 24.1.3 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$1250 shall be made under the terms and conditions listed below.
- a. The employee shall have completed at least ten (10) full school years of service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section the employee must have completed at least ten (10) full school years of service in a position covered by the Unit II collective bargaining agreement.
 - b. The employee shall have completed at least six (6) semester hours of College credit or eighteen (18) CEU's or an equivalent or a combination thereof within their last ten (10) years of service to the district. All credit shall be appropriate to the employees' assignment. College courses shall be approved by Human Resources.
- 24.1.4 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$1,500 shall be made under the terms and conditions listed below.
- a. The employee shall have completed at least 15 full school years of service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section the employee must have completed at least 15 full school years of service in a position covered by the Unit II collective bargaining agreement.
 - b. The employee shall have completed at least six (6) semester hours of College credit or eighteen (18) CEU's or an equivalent or a combination thereof within their last five (5) years of service to the district. All credit shall be appropriate to the employees' assignment. College courses shall be approved by Human Resources.

³ SB-CEU = State Board Continuing Education Units

SCECH = State Continuing Education Clock Hours

3 SB-CEUs = 1 semester credit hour / 18 SB-CEUs = 6 semester credit hours

25 SCECHs = 1 semester credit hour / 150 SCECHs = 6 semester credit hours

24.1.5 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$1,750 shall be made under the terms and conditions listed below:

- a. The employee shall have completed at least 20 full school years of service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section, the employee must have completed at least 20 full school years of service in a position covered by the Unit II collective bargaining agreement.
- b. An employee who qualified for at least 20 full school years of service in the district at the end of the 2003-04 school year and who fulfilled the credit and/or CEU requirements shall receive a one-time \$1,500 retroactive payment.
- c. The employee shall have completed at least six (6) semester hours of college credit or 18 CEU's or an equivalent combination thereof within their last five (5) years of service to the district. All credit shall be appropriate to the employee's assignment. College courses shall be approved by Human Resources.

24.1.6 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$2,000 shall be made under the terms and conditions listed below.

- a. The employee shall have completed at least 25 full school years of Service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section the employee must have completed at least 25 full school years of service in a position covered by the Unit II collective bargaining agreement.
- b. The employee shall have completed at least six (6) semester hours of College credit or eighteen (18) CEU's or an equivalent or a combination thereof within their last five (5) years of service to the district. All credit shall be appropriate to the employee's assignment. College courses shall be approved by Human Resources.

24.1.7 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual credit payment of \$2,250 shall be made under the terms and conditions listed below.

- a. The employee shall have completed at least 30 full school years of service to the district. A full year of service is defined as a minimum of 175 workdays during the regular school year, excluding substitute teaching. For the purpose of this section, the employee must have completed at least 30 full school years of service in a position covered by the Unit II collective bargaining agreement.
- b. The employee shall have completed at least six (6) semester hours of College credit or eighteen (18) CEU's or an equivalent or a combination thereof within their last five (5) years of service to the district. All credit shall be appropriate to the employee's assignment. College courses shall be approved by Human Resources.

- 24.1.8 Under no condition are Life-long Learning Credit payments cumulative. The maximum annual payment under this section shall not exceed \$2,250.
- 24.1.9 Employees shall submit all required documentation for Life-long Learning Credit payments by June 30 of the qualifying year.
- 24.1.10 In the event of a disagreement between employee and Human Resources over the merit of the credit, an appeal can be made to a joint Federation – Management Committee.

ARTICLE 25

School Calendar

- 25.1.1 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.

2019-2020

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 ⁴	Last day for students (1/2 Day for Students)
June 11 or June 12 ⁵	Last day for staff

- 25.2.1 The parties agree to adopt the recommended common calendar provided, however, that the recommended common calendar is adopted by a majority of WISD constituent districts, including the two largest districts. If this condition is not met, it is agreed that the Employer and Federation will meet to renegotiate the calendar for this year of the agreement.

⁴ Last day of school is dependent upon the program.

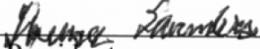
⁵ Last day of school is dependent upon the program.

DURATION OF AGREEMENT

This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Unit II, MFT, AFT, AFL-CIO Local 3760 shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2022.

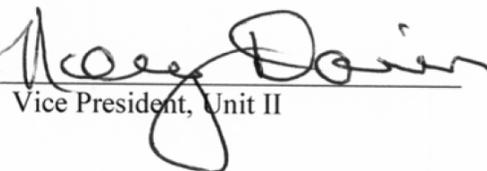
**WASHTENAW INTERMEDIATE SCHOOL
DISTRICT
BOARD OF EDUCATION**

**FEDERATION OF WASHTENAW
SCHOOL EMPLOYEES**

By: 
President

By: 
President

By: 
Secretary

By: 
Vice President, Unit II

APPENDIX A

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.