

MASTER AGREEMENT

BETWEEN

**THE WASHTENAW INTERMEDIATE
SCHOOL DISTRICT**

AND

**THE FEDERATION OF WASHTENAW
INTERMEDIATE
SCHOOL EMPLOYEES**

UNIT II

AFT MICHIGAN, AFL-CIO LOCAL 3760

ONE YEAR CONTRACT 2011-2012

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ARTICLE 1

Recognition of the Federation

- 1.1.1 The Employer recognizes the Federation as the sole and exclusive bargaining representative for professional personnel engaged in instructional and instructionally-related activities, including: Teachers, Consultants, Teacher/Consultants, Media Specialists, Therapists, Instructional Coordinators, Librarians, School Psychologists, School Social Workers, Nurses, Peripatologists, and all other 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 effected 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.

The citation for this provision is in the Public Employment Relations Act, MCL 423.215, subsection (7).

An Implementation 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:
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 Establish or revise policies and adopt reasonable rules and regulations to implement them.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 Determine the placement of operations and the source of materials and supplies.
- 4.1.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 4.1.10 Determine the size of the administrative organization, its functions, authority, amount of supervision and the table of organization.
- 4.1.11 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 – Federation Dues Check-off

- 5.1.1 Upon filing with the Employer of the written authorization form for payroll deduction, signed by the employee, the Employer agrees, during the term of this Agreement and any extension of renewal thereof, to deduct Federation membership dues, service fees, and assessments which have been levied in accordance with the Constitution and the By-laws of the Federation from the pay of such employee.
- 5.1.2 Deductions from each paycheck shall be in the amount stipulated by the Federation for the term of this Agreement and shall commence within the next two pay periods after written authorization is received by the District Treasurer. The Employer agrees to forward such deductions which have been made within ten (10) work days following such deductions to the Treasurer of the Federation.
- 5.1.3 The Employer shall forward the Federation a list of all employees within the bargaining unit and their assigned locations no later than the Friday following Labor Day at the beginning of each school year. Further, the Employer shall notify the Federation of any employee in the bargaining unit entering or leaving the employment of the Employer during the year.
- 5.1.4 Individual authorization forms shall be agreed upon, and when executed, shall be filed by the Federation with the Employer. Authorizations, once filed with the Employer, shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Employer. The Federation agrees, at least thirty days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
- 5.1.5 The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of demonstrated insufficiency. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess and to provide Employer with evidence of same.

Section 2 – Federation Security

- 5.2.1 The Employees, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Federation, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf.
- 5.2.2 Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues and assessment.
- 5.2.3 Any member of the bargaining unit who has not joined the Federation during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of the service fee which shall be a sum equal to the Federation dues and assessments which have been established by the Federation for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation.

- 5.2.4 The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) day period.
- 5.2.5 Failure within the above stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Federation that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to notify such employee within five (5) days that he/she will be discharged, it being understood between the parties of this Agreement that such requirement is a condition of continued employment with the Employer.
- 5.2.6 In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Federation by the applicant as a precondition to reemployment.
- 5.2.7 The Federation of Washtenaw Intermediate School Employees shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages which may arise from the implementation of this section of the Agreement.

Section 3 - Use of Buildings

- 5.3.1 Upon the request to the Assistant Superintendent, Business 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 4 - 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 5 - 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 6 – Federation Representative

- 5.6.1 The Federation shall have the right to elect or designate one 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 7 - 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 8 - 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 9 - 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 work station 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 working days, except where otherwise indicated.

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, a written grievance may be submitted to the immediate supervisor within ten (10) days following the discovery by the aggrieved party of 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) work days 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 three (3) working days 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, it may be appealed to the Superintendent within five (5) working days from receiving the supervisor's answer from Step 2. Within five (5) working days after receiving the transmittal of such grievance, the Superintendent or his/her designee shall investigate the grievance giving the grievance and the Federation a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such meeting. A copy of his/her decision shall be furnished to the grievance and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

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 Union President, as the case may be, and the American Arbitration Association ten (10) days after receipt of the answer in Step 3. If no such notices are given within the ten (10) day 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.

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.
- 8.2.2 This provision will not be interpreted to prohibit additional observations beyond those required for evaluation. Monitoring of teacher performance, however, will be done openly and with the full knowledge of the teacher at the time of the observation.

Section 3 - Probationary Employees

- 8.3.1 Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations will occur at least once during each semester of the school year, but the observations shall not unduly interfere with the normal teacher/learning process.

Section 4 - Tenure Employees

- 8.4.1 Tenure employees will be observed for the purpose of evaluation at least every three (3) years.
- 8.4.2 Evaluations will be conducted by the employee's immediate supervisor or an Administrator familiar with the employee's work.
- 8.4.3 Within a reasonable time after the observation, the employee will receive a written report of the observation, followed by a conference between the parties.
- 8.4.4 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.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 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.
- 8.4.8 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, however, have the right in all such instances to request the presence of a Federation representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at such meeting.
- 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 - Discharge

- 9.2.1 An employee shall be subject to dismissal only for demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her professional performance in a negative fashion.
- 9.2.2 Dismissal of a first-year probationary employee shall not be grievable.
- 9.2.3 Dismissal of a second-year probationary employee shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided:
- 9.2.4 The employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and
- 9.2.5 The employee, prior to the date of discharge, received a definite written statement containing the reasons for discharge.
- 9.2.6 Placement of an employee on a third year of probation shall not be grievable, provided:
- 9.2.7 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
- 9.2.8 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 four (184) day school year by the following percentage of days actually worked.
- | | | |
|--------------------|---|---------------------|
| 0 - 90 days | = | zero (0) |
| 91 - 138 days | = | one-half year (1/2) |
| 139 and above days | = | one year (1) |
- 10.1.4 Employees returning from grant-funded positions will be guaranteed a return to their previous assignment or a closely comparable assignment if their previous assignment no longer exists.
- 10.1.5 When the qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with the longest seniority.
- 10.1.6 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 Board and Union representatives.

ARTICLE 11

Layoff and Recall

Section 1 - Layoff

- 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 following layoff procedures shall prevail.
- 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 the administrative staff. Prior to Board action, which will result in the elimination of Unit II personnel, the Employer will meet with the Union to discuss its intent to eliminate programs and positions which will result in the layoff of Unit II personnel.
- 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 of the Board of Education at the time of layoff.
- 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 staff will be released prior to tenure staff, and the same procedure of seniority will be followed.
- 11.1.6 When reduction of personnel is necessary, the following shall occur:
- 11.1.7 Whenever possible the Board of Education will determine its staff needs for the coming year no later than sixty (60) days prior to the beginning of the new school year and notify personnel of their status in writing prior to the date.
- 11.1.8 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), and whenever possible sixty (60) days prior to effective date of layoff.

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 teachers on leave, who have requested return to active status, have been reinstated prior to recall of probationary people.
- 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 Board informed at all times of any change in address including temporary situations.

- 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.
- 11.2.4 In the cases above, if there are properly certified and qualified laid-off employees, the most senior, properly certified person shall be recalled to a one semester or more leave position prior to a permanent substitute being employed.

ARTICLE 12

Personnel Records

- 12.1.1 By appointment with the Administrative Assistant, 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 union representative. The union 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.
- 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 personnel in order of seniority within ten (10) school days, or realign existing staff, or hire a permanent bargaining unit member as soon as possible, but no longer than sixty (60) school days after the internal posting expires. In cases where the sixty (60) school day deadline can not be met, the administration will propose a temporary resolution to the Union/Management Committee. In no case shall the temporary solution exceed thirty (30) school days.

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 members of the Unit or enclosed in paycheck envelopes.
- 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 member who applies is not selected to fill the vacancy, the member 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 members 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.

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 current personnel to the vacancy from within the district without undue disruption to existing educational programs. The superintendent or his/her designee, after consultation with the Federation, 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 personnel in order of seniority, within ten (10) days, or hire a permanent bargaining unit member as soon as possible, 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.

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:
- 13.7.2 The administrators who would be affected agree to the exchange and;
- 13.7.3 The employees involved are certified and qualified pursuant to Board policy.
- 13.7.4 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 building administrator 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) work days 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 three (3) of the pay scale, multiplied by the number of days they are required to work during the summer program.
- 13.9.5 Persons hired for the summer program who are not regular WISD employees during the school year will be paid at the administration's discretion during the summer program. Such persons are not eligible for payment of any fringe benefits
- 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 members 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 member from employment as a substitute teacher in the District. When working as a substitute, the Unit member will be paid at the regular daily rate for a substitute teacher.

- 13.10.7 Any full time opening created by Unit II members 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, "work days" for the job sharers will mean district work days.
- 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.

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 professional staff members 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, state 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 child care 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 child care 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 child care 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. An employee on child care 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 Child care leave will also be granted to employees in the event of adoption of a child.
- 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 child care 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, 184-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 (1) A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon retirement of the employee at 50% 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 \$7,000, provided that a 90-day notice is given prior to June 30. This notice may be waived by the Superintendent
- 14.4.2 (2) 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.
- 14.4.2 (3) Employees may qualify for either 14.4.2 or 14.4.2 (1). In no case are terminal leave payments cumulative.
- 14.4.3 (1) 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.
 4. For purposes of this article, family is defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents or grandchildren, mother-in-law or father-in-law, step-parents or step-children.
 5. With the approval of the Superintendent, other family members may be eligible if the employee has legal or IRS responsibility.
- 14.4.3 (2) Up to one (1) sick day may be used annually for bereavement for persons other than family as defined in 14.4.3 (1) section 4, provided prior notification is given to the employer, and approval is given by the supervisor.
- 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 staff member has no 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.
- 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.

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.

Section 6 - Personal Business 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 Superintendent or his designee may approve a personal business day for the employee. Unused personal business 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 who serves on 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 undertaking regular assigned work in the district. The employee shall not be penalized in loss of sick days or other benefits for absences in such service provided a statement from the court certifying the days of service is filed with the Business Services office.
- 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.

- 14.8.3 For legally required attendance due to subpoena, the employee may use up to two (2) days of sick leave. In order to qualify for this provision the individual must provide the employer with documentation of the subpoena. Additional days may be approved at the discretion of the Superintendent.

Section 9 - Employment-Related Absences

- 14.9.1 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. Beginning day eleven (11) the employee shall, at his/her option, be compensated in either one of the following two methods. For each worker's compensation claim, 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.

Section 10 - Sabbatical Leave

- 14.10.1 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.
- A. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
 - B. Sabbatical leaves may be granted for purposes which shall be mutually beneficial to the employee and the district. A report, outlining professional development activities undertaken during the sabbatical period, shall be filed with the Superintendent at the conclusion of the leave.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. 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 11 - Return from Leave of Absence

- 14.11.1 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 12 - Insurance Costs During Leave

- 14.12.1 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, should the employee 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 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 work day.

ARTICLE 16

Substitutes

- 16.1.1 Lists of available substitutes shall be drawn up and made available to regular employees and where possible, regular employees shall recommend their preferences from this list.
- 16.1.2 The Employer will make an effort to employ a substitute for Teacher/Consultants and Homebound/Hospitalized Teachers when such an employee is absent from work for at least ten (10) consecutive work days and when the workload indicates need for a substitute.
- 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 Implementation 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 CEPI or current state reporting system and local media outlet station. 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 to Sick Leave if Personal Leave be exhausted.
- 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 School calendars for 2011-12 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 calendar(s), Administration will meet with Unit II leadership to review the proposed calendar(s). These calendar(s) will establish a set schedule for opening day and the Labor Day weekend.
- 18.1.2 Staff will work one hundred eighty-four (184) days each year of this agreement, which includes a maximum of five (5) days designated as staff development, classroom preparation and records days. Two (2) of the days will be designated as staff/classroom preparation days. Two (2) other half-days shall be designated as records days.
- 18.1.3 Calendars for employees who are contracted for other than one hundred eighty-four (184) days will 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 will be made between the employee and the immediate supervisor subject to the approval of the appropriate Director. The work year for employees contracted for other than one hundred eighty-four (184) days will be contained within the July 1 - June 30 contract year.
- 18.1.4 It is the responsibility of the consultant and itinerant employees to submit a schedule to their immediate supervisors relative to their daily activities.
- 18.1.5 Employees will meet with their individual supervisors to develop yearly goals and discuss student needs and identify priorities.
- The WISD supervisor, teaching consultants and staff 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.
- 18.1.6 Employees and supervisors will jointly develop a proposal for future personnel/service needs and will submit the proposal to the appropriate Director.
- 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.
- 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 the Administration.
- 18.1.7 State guidelines and staff caseloads will be reviewed with a union/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.

- 18.1.8 The Administration shall make every reasonable effort to adjust classroom, itinerant and related service caseloads and other responsibilities so that they are equitable at the beginning of each school year.

As caseloads are determined, consideration shall be given to travel time, level of consultation and training responsibilities, number of sites served, preparation time, evaluation, and the needs of students.

- 18.1.9 During the year if a member believes that his/her assignment has changed significantly, he/she may request an administrative review. The request will be made in writing. The Administration will review the request and within thirty (30) days render a written decision. 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 Administration.

- 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, teachers will be provided a minimum of 45 minutes of release time per day. 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 Assistant Superintendent. A resolution to the scheduling will be proposed by the Assistant Superintendent to the Union/Management Committee. All scheduling will be reviewed at the first Union/Management Committee meeting of the school year or by September 30.

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

- 18.2.6 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 - Overtime

- 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, flex-time should be taken outside of student contact hours. Accumulated flex-time 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 flex-time shall not exceed two (2) days.

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/staff 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 work day and shall not exceed one (1) meeting per month.

Section 5 - Additional Activities

- 18.5.1 Activities beyond the regular work day 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 members 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 the Administration 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 Union Management Committee by December 31st. Union Management will review and may recommend revisions.
- 19.1.2 The Board shall provide adequate assigned space in which employees may eat, confer, lounge, or meet with other employees on professional matters.
- 19.1.3 A professional library shall be reserved for employee use in the Information Resource Network area of the WISD Teaching and Learning Center.
- 19.1.4 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. Long distance business related calls are to be recorded on the forms provided by the district.

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 – Protection of Staff

- 19.4.1 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.
- 19.4.2 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.
- 19.4.3 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 5 - Visitation

- 19.5.1 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 appropriate Director is necessary prior to scheduling a visitation day.

Section 6 - Other Working Conditions

- 19.6.1 Transportation shall be available for field trips provided prior approval for the field trip is received from the Building Administrator.
- 19.6.2 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.
- a. A standing curriculum and instruction committee on a yearly basis will review process, procedures and data related to curriculum, instruction, assessment and behavior.
 - b. Based on demonstrated student and staff need the committee will advise on staff training and professional development.
 - c. High quality resources and information will be made available on the WISD website.
- 19.6.3 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 the Administration, class lists will be determined by collaborative classroom teacher teams (within state program staffing rules) including appropriate support staff. The Administration will be notified of class lists and will resolve conflicts or disputes regarding the lists.

19.6.4 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 collaboratively by classroom teacher teams. The Administration will resolve conflicts or disputes.

19.6.5 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.

19.6.6 In addition to the Implementation Committee 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.

Section 7 - Conferences

19.7.1 During the term of this agreement, this amount shall not be less than \$18,000 for the school year. A Federation Committee will be established to consider conference requests and to allocate the budget amount.

19.7.2 Prior to submission to the Federation committee, each request for conference must have the approval of the immediate supervisor. At the request of the bargaining unit member, 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.

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

19.7.4 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.

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

Section 8 - Teacher Certification

19.8.1 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, Administrative Services prior to September. This includes:

19.8.2 1. Meeting necessary program requirements.

2. Receiving certification and/or approval through his/her college or university.

Section 9 - Role of the Classroom Teacher

- 19.9.1 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 10 – Positive Behavior Supports

- 19.10.1 Maintaining a safe and orderly learning environment is the joint responsibility of the Employer and Employee. 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.
- 19.10.2 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.
- 19.10.3 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 11 - Mentoring

- 19.11.1 The District shall provide a mentor for Unit II members 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.
- 19.11.2 The mentor shall be defined as a tenured, registered or licensed Unit II member with four (4) or more years of experience, or a qualified person outside of the Unit. First consideration shall be given to active Unit II members. Assignment to outside persons shall not be made without first consulting with the Federation.
- 19.11.3 When a Unit II member applies and is selected to be a mentor by the Administration, 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 work day. Such time shall be scheduled with supervisory approval.
 - 2) The Administration and Unit II 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-four (184) days shall have their salaries computed on per diem rate. Such rate is determined by dividing the base salary on the schedule by 184 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 the beginning of each school year in the fall.
- 20.1.4 Professional employees with less than a Bachelors Degree will be paid on their experience step at 90% of the B.A. level.

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 In order to be counted for the purpose of determining salary, additional hours as earned must be:
- 20.2.4 Graduate hours in the field of teaching or;
Hours leading to an advanced degree, or;
Hours - graduate or undergraduate - which have been approved in advance by the Employer.
- 20.2.5 Hours earned after September 1994 will be based on:
- 20.2.6 Post-Masters' graduate semester hours in education or related field (e.g., psychology, social work, physical therapy, occupational therapy).
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 years of appropriate professional experience.

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 (90) 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 Variable annuity insurance 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. The effective date for this rate will begin on January 1 and end on December 31.

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 Board 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 management/union 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 If an Employee's spouse and/or dependent has health coverage available to them through their employer or a government-sponsored plan, they must enroll in that coverage. If they do not enroll, the Employee must pay the annual cost difference between the 2-person coverage and the individual coverage.
- 23.1.4 Beginning January 1, 2012, employees enrolled in health coverage, dental coverage, and vision coverage shall pay 10% of the total cost of the coverage. This 10% contribution is in addition to any co-pays, deductibles and coinsurance paid in conjunction with the utilization of the health, dental and vision coverage. The 10% contribution toward the cost of the health, dental and vision coverage shall be taken out of the Employee's pay on a pre-tax basis beginning with the first pay in January 2012 and then as evenly as possible for the remaining pays of the year.
- 23.1.5 Flexible Compensation Plan and Overview of Benefits Chart – see next eight (8) pages.

WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - UNIT II
July 1, 2011 - December 31, 2011

BENEFIT	CORE	OPTION II	OPTION III
MEDICAL	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have no deductible. Out-of-network, the plan will have a \$250 deductible for a one-person contract or \$500 for a family contract (2 or more members).</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 100% of the approved amount after in-network deductible. Out-of-network, such services are generally covered 80% of the approved amount after the out-of-network deductible. Maximum employee out-of-pocket for the 80% out-of-network services of \$2,000 per individual contract and \$4,000 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum.</p>	None	Opt out Cash rebate: \$2,500 per year
PRESCRIPTION DRUGS	Prescription drug coverage will be a \$10 copay for generic drugs and a \$60 copay for brand drugs, in-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.	None	None
DENTAL	This coverage shall include 90% payment for maintenance items, 90% payment for restorative items, maximum \$1,200 per dental contract year per person. Orthodontic rider will pay 50% with \$1,200 lifetime maximum.	This coverage shall include 50% payment for maintenance items, 50% payment for restorative items, maximum \$1,000 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum. Cash rebate \$75 per year.	Opt out Cash rebate: \$150 per year
VISION	Any practitioner. Combined vision exam, with frames/lenses or contact lenses: \$300 LASIK: \$250 per staff member - No coverage for dependents	None	None
LONG TERM DISABILITY	66-2/3% of annual salary 90-day elimination WISD will self fund the gap from 30 to 90 days.	Employee can purchase 70% of annual salary. 90-day elimination. WISD will self fund the gap from 30 to 90 days.	
LIFE AND AD&D INSURANCE	Salary \$15,000 or less: \$20,000 cov. Salary \$15,000 or more: \$25,000 cov.	Employee can purchase an additional one time core.	Employee can purchase an additional two times core.
DEPENDENT CARE REIMBURSEMENT	Available to employee		
UNINSURED HEALTH CARE REIMBURSEMENT	Available to employee		

WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - UNIT II
January 1, 2012 - June 30, 2012

BENEFIT	CORE	OPTION II	OPTION III
MEDICAL	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have a \$100 deductible for a one-person contract or \$200 for a family contract (2 or more members) each calendar year. Out-of-network, the plan will have a \$500 deductible for a one-person contract or \$1,000 for a family contract (2 or more members).</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 90% of the approved amount after in-network deductible. Maximum employee out-of-pocket for the 90% in-network services of \$250 per individual contract and \$500 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum. Out-of-network, such services are generally covered 70% of the approved amount after the out-of-network deductible. Maximum employee out-of-pocket for the 70% out-of-network services of \$1,000 per individual contract and \$2,000 per family contract (two or more members).</p>	None	Opt out Cash rebate: \$2,500 per year
PRESCRIPTION DRUGS	Prescription drug coverage will be a \$10 copay for generic drugs, \$40 copay for formulary brand drugs, and a \$60 copay for non-formulary brand drugs. In-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.	None	None
DENTAL	This coverage shall include 90% payment for maintenance items, 90% payment for restorative items, maximum \$1,200 per dental contract year per person. Orthodontic rider will pay 50% with \$1,200 lifetime maximum.	This coverage shall include 50% payment for maintenance items, 50% payment for restorative items, maximum \$1,000 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum. Cash rebate \$75 per year.	Opt out Cash rebate: \$150 per year
VISION	Any practitioner. Combined vision exam, with frames/lenses or contact lenses: \$300 LASIK: \$250 per staff member - No coverage for dependents	None	None
LONG TERM DISABILITY	66-2/3% of annual salary 90-day elimination WISD will self fund the gap from 30 to 90 days.	Employee can purchase 70% of annual salary. 90-day elimination. WISD will self fund the gap from 30 to 90 days.	
LIFE AND AD&D INSURANCE	Salary \$15,000 or less: \$20,000 cov. Salary \$15,000 or more: \$25,000 cov.	Employee can purchase an additional one time core.	Employee can purchase an additional two times core.
DEPENDENT CARE REIMBURSEMENT	Available to employee		
UNINSURED HEALTH CARE REIMBURSEMENT	Available to employee		

OVERVIEW OF BENEFITS – Units 1, 2 and 3

The plan is designed to provide levels of benefits based on the choices you make. Benefits that are payable are subject to the terms and conditions of the plan.

	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Deductible applies to essential and non-essential benefits • Individual • Family	None	\$250	\$100	\$500	No Longer Available	No Longer Available
	None	\$500	\$200 (Deductible may be waived if rendered in a PPO physician's office)	\$1,000		
Out-Of-Pocket (Excluding deductible) applies to essential and non-essential benefits • Individual • Family	None	\$2,000	\$250	\$1,000	No Longer Available	No Longer Available
	None	\$4,000	\$500 (Co-payment may be waived if rendered in a PPO physician's office)	\$2,000		
The Network deductible and out-of-pocket maximum <u>does not</u> apply to Non-Network deductible and out-of-pocket maximum . The Non-Network deductible and out-of-pocket maximum <u>does not</u> apply to Network deductible and out-of-pocket maximum under PPO Plan 1. The Network deductible <u>does not</u> apply to Non-Network deductible under PPO Plan 2 and the Non-Network deductible <u>does not</u> apply to Network deductible under PPO Plan 2. The Network out-of-pocket maximum <u>does not</u> apply to the Non-Network out-of-pocket maximum but the Non-Network out-of-pocket <u>does</u> apply to the Network out-of-pocket under PPO Plan 2.						
Annual Maximum for essential benefits	Unlimited					
Pre-Certification	All transplant procedures and specified clinical trials must be pre-certified. Failure to pre-certify a transplant procedure or specified clinical trial may result in a reduction or denial in benefits.					

MEDICAL EXPENSES						
	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Hospital-Inpatient	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Surgery	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Hospital Visits	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Emergency Room • Accidental Injury or Medical Condition requiring immediate care	100%, after \$50 co-pay (Co-pay waived if admitted)	100%, after \$50 co-pay (Co-pay waived if admitted)	100%, after \$50 co-pay (Co-pay waived if admitted)	100%, after \$50 co-pay (Co-pay waived if admitted)		
Urgent Care • Illness/ Accidental Injury	100%, after \$10 co-pay	80%, after deductible	100%, after \$30 co-pay	70%, after deductible		
Allergy Testing and Injections	100%	80%, after deductible	100%, no deductible	70%, after deductible		
Ambulance	100%	100%, after deductible	90%, after deductible	90%, after deductible		
Anesthesia	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Blood	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Cardiac Rehabilitation	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Chemotherapy	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Chiropractic Care • Office Visits (24 visits in a plan year)	100%, after \$10 co-pay	80%, after deductible	100%, after \$10 co-pay	70%, after deductible		
• Spinal Manipulation Adjustments, Physical Therapy	100%	80%, after deductible	100%, no deductible	70%, after deductible		
• X-rays	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Colonoscopy - Routine	100%	80%, after deductible	100%	70%, after deductible		
Consultations • Inpatient	100%	80%, after deductible	90%, after deductible	70%, after deductible		
• Outpatient	100%, after \$10 co-pay	80%, after deductible	100%, after \$10 co-pay	70%, after deductible		

	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Contraceptive Devices, Implants, and Injections	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Dialysis	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Fertility Testing	80%, after deductible	80%, after deductible	90%, after deductible	70%, after deductible		
Home Health Care	100%	100%, after deductible	90%, after deductible	90%, after deductible		
Hospice (Respite care limited to 5 days during a 30 day period)	100%	100%	100%	100%		
	Limited to four 90-days periods					
Implants (Non-cosmetic)	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Injections	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Laboratory Testing	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Mammogram (Limited to 1 per plan year for preventive)	100%	80%, after deductible	100%	70%, after deductible		
Medical Equipment	100%	100%, after deductible	90%, after deductible	90%, after deductible		
Medical Supplies	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Mental Disorders and/or Substance Abuse Expenses						
• Inpatient	100%, after deductible	80%, after deductible	90%, after deductible	70%, after deductible		
• Outpatient	100%, after \$10 co-pay	80%, after deductible	100%, after \$10 co-pay	70%, after deductible		
Nursing - Private Duty	50%, no deductible	50%, after deductible	50%, after deductible	50%, after deductible		
Occupational Therapy	100%	80%, after deductible	90%, after deductible	70%, after deductible		
	(limited to 60 visits in a calendar year combined with speech and physical therapy)					
Office Visits	100%, after \$10 co-pay	80%, after deductible	100%, after \$10 co-pay	70%, after deductible		
• Home Visits	100%	80%, after deductible	90%, after deductible	70%, after deductible		

	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Orthotics	100%	100%, after deductible	90%, after deductible	90%, after deductible		
Physical Therapy	100%	80%, after deductible	90%, after deductible	70%, after deductible		
	(limited to 60 visits in a calendar year combined with occupational and speech therapy)					
Pregnancy Related Expenses-Mother						
• Pre and Post Natal Care	100%	80%, after deductible	100%	70%, after deductible		
• Delivery	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Prescription Drugs						
<u>Retail</u>						
• Generic	34-day supply \$10 co-pay	Contracted rate less co-pay	34-day supply \$10 co-pay	Contracted rate less co-pay		
• Brand Formulary	\$60 co-pay N/A		\$40 co-pay			
• Non-formulary	N/A		\$60 co-pay			
<u>Mail Order</u>						
• Generic	90-day supply \$20 co-pay		90-day supply \$20 co-pay			
• Brand Formulary	\$120 co-pay N/A		\$80 co-pay			
• Non-formulary	N/A		\$120 co-pay			
Preventive Care as defined by the PPACA	100%	Not Covered	100%	Not Covered		
• Required Preventive Care						
• PSA						
Please refer to www.uspreventiveservicestaskforce.org for additional information and limitations.						
Prosthetic Devices (Specially designed prosthetic bras are limited to 4 in a calendar year)	100%	100%, after deductible	90%, after deductible	90%, after deductible		
Radiation Therapy	100%	80%, after deductible	90%, after deductible	70%, after deductible		

	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Skilled Nursing Facility	100%	100%, no deductible	90%, after deductible	90%, after deductible		
	(limited to 120 days in a calendar year)					
Specified Clinical Trials	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Speech Therapy	100%	80%, after deductible	90%, after deductible	70%, after deductible		
	(limited to 60 visits in a calendar year combined with occupational and physical therapy)					
Transplants Human Organs (Cornea, Kidney, Skin)	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Transplants Bone Marrow	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Transplants Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung	100%	100%, no deductible	100%, no deductible	100%, no deductible		
Weight Management	Payment is based as service rendered	Payment is based as service rendered	Payment is based as service rendered	Payment is based as service rendered		
	(e.g. office visits will be covered as stated under the office visit listing)	(e.g. office visits will be covered as stated under the office visit listing)	(e.g. office visits will be covered as stated under the office visit listing)	(e.g. office visits will be covered as stated under the office visit listing)		
X-rays	100%	80%, after deductible	90%, after deductible	70%, after deductible		
All Other Covered Expenses	100%	80%, after deductible	90%, after deductible	70%, after deductible		

Non-Essential Medical Expenses

	July 1, - Dec. 31, 2011		Jan 1 – June 30, 2012		HMO (Look-A-Like)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Transplants transportation, meals and lodging for Human Organs (Cornea, Kidney, Skin) (Limited to \$10,000 maximum for patient and 1 companion (2 if the patient is a minor))	100%	80%, after deductible	90%, after deductible	70%, after deductible		
Transplants transportation, meals and lodging for Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung (Limited to \$10,000 maximum for patient and 1 companion (2 if the patient is a minor))	100%	100%, no deductible	100%, no deductible	100%, no deductible		

NOTE: Any maximums listed in the plan are applicable to all plan options. If a new plan option is elected, any amounts applied toward the maximums in the current/previous plan option will be applied to the new plan option. Plan maximums will not start over when a new plan option is elected.

ARTICLE 24

2011 – 2012 Salary

2011-12 Salary Scales

STEP	BA	MA	MA30
1	40,697	44,765	46,803
2	43,561	48,473	50,824
3	46,422	52,186	54,840
4	49,283	55,892	58,860
5	52,145	59,607	62,884
6	55,009	63,308	66,904
7	57,869	67,024	70,925
8	60,734	70,730	74,945
9	63,594	74,443	78,964
10	66,455	78,150	82,988
11	69,324	81,866	87,015

ARTICLE 24

Life-long Learning/Longevity

- 24.1.1 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual longevity payment of \$1,250 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 work days during the regular school year, excluding substitute teaching.
 - 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 and shall be pre-approved by Human Resources using a standardized form.
- 24.1.2 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual longevity payment of \$1,500 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 work days during the regular school year, excluding substitute teaching.
 - 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 and shall be pre-approved by Human Resources using a standardized form.
- 24.1.3 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual longevity payment of \$1,750 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 work days during the regular school year, excluding substitute teaching.
 - 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 and shall be pre-approved by Human Resources using a standardized form.

ARTICLE 24 (con't)

Life-Long Learning/Longevity

- 24.1.4 Professional development should extend beyond the basic professional expectations and essential certification for the position. An annual longevity payment of \$2,000 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 work days during the regular school year, excluding substitute teaching.
 - 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 and shall be pre-approved by Human Resources using a standardized form.
- 24.1.5 Under no condition are Life-long Learning/Longevity payments cumulative. The maximum annual payment under this section shall not exceed \$2,000.
- 24.1.6 Employees shall submit all required documentation for Life-long Learning/Longevity payments by June 30 of the qualifying year.
- 24.1.7 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 Union/Management Committee.

ARTICLE 25

Section 1 – 2011-12 School Calendar

25.1 It is mutually agreed that the calendars for 2011-12 will continue to be subject to the language in 25.2.1.

August 31	Staff classroom preparation (no students)
September 1	Professional Development Day (no students)
September 2 – September 5	Labor Day Weekend
September 6	First day for students
November 24-25	Thanksgiving Break
December 22	Winter Break begins at the conclusion of the day
January 9	School resumes
January 16	MLK Jr. Day
February 17-20	Patriot’s Weekend
March 21	Professional Development Day
March 30	Spring Break begins at the conclusion of the day
April 9	School resumes
May 28	Memorial Day
June 15	Last day for students (1/2 Day for Students)
June 15	Last day for staff

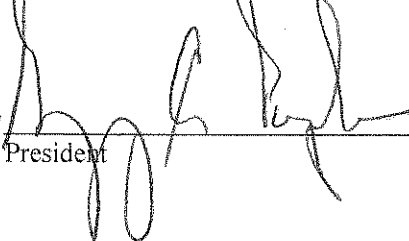
Section 2 – 2011-12 School Calendars

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 Board and Union will meet to renegotiate the calendar for this year of the agreement.

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, 2011, and shall continue in effect until June 30, 2012.

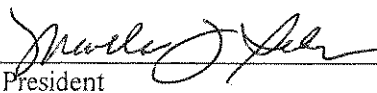
**WASHTENAW INTERMEDIATE SCHOOL
DISTRICT BOARD OF EDUCATION**

By 

President

By Aiane B. Hackett
Secretary

**FEDERATION OF WASHTENAW
SCHOOL EMPLOYEES**

By 

President

By Theresa Marshall
Vice President, Unit II

Appendix – Unit II

- 1) The parties agree to form a committee to improve the working relationship between Unit II Members and WISD Special Education Supervisors. The goal is to improve supervision and communication so that it becomes effective and mutually supportive for all employees.

The recommendation(s) will be forwarded to the Union/Management Committee for implementation by December 1, 2005.

- 2) Summer School – A committee will be formed with the Federation & Management to discuss cost-saving options.
- 3) A joint Union/Management Committee will review state law relative to teacher evaluation requirements and propose Article 8 contract language to comply with the new state law (as per contract Article 3.1.3), to be completed by September 1, 2011.

Memorandum of Agreement

Evaluations

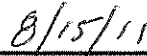
Probationary and tenured employees will be observed for the purpose of evaluation at least annually.

A one-time payment of \$325 will be added to each employee's paycheck during the month of June upon the completion of an evaluation that indicates the employee's overall performance to be effective and highly effective.

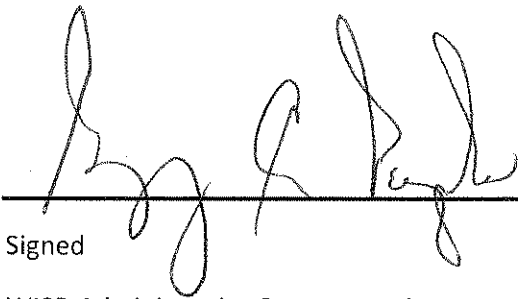


Signed

President Local 3760 Federation

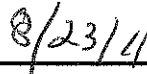


Dated



Signed

WISD Administrative Representative



Dated