

**TECUMSEH  
PUBLIC  
SCHOOLS**

**AND**

**INSTRUCTIONAL  
ASSISTANTS  
CONTRACT  
AGREEMENT**

**Effective Date: December 17, 2012  
Expiration Date: June 30, 2013**

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**A G R E E M E N T**  
**Between**  
**TECUMSEH PUBLIC SCHOOLS**  
**and**  
**TECUMSEH PUBLIC SCHOOLS**  
**INSTRUCTIONAL ASSISTANTS**

This Agreement entered into this 17<sup>th</sup> day of December, 2012, by and between the Board of Education of the Tecumseh Public Schools, Tecumseh, Michigan, and the Tecumseh Instructional Assistants Association (hereinafter referred to as the "Association").

**SENIORITY**

- A. Seniority as an Instructional Assistant shall be determined as the length of continuous service which an employee has, as an Instructional Assistant, with the Tecumseh School District.
1. Seniority shall begin to accrue from the first day of actual service on the job and shall continue until the last day of paid employment as an Instructional Assistant. Resignations shall be considered as terminating seniority rights. In the event such Instructional Assistant shall be rehired after a 30-day resignation period (refer to RESIGNATION provision - page 3), he/she resumes paid employment and a new seniority date shall be calculated as of the date of rehire.
  2. Seniority shall apply only to service as an employee district-wide but not to building, assignment, program or grade level.
- B. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- C. **Probationary Employees**
1. All newly hired employees will be considered probationary for 90 work days. If at any time prior to completion of the probationary period the district determines the employee's performance to be unsatisfactory, the employee may be dismissed without appeal by the association.
  2. Successful completion of the probationary period will change the status of the employee from "probationary" to "regular". Life insurance, sick-time, personal business days will only be available after the regular status has been achieved. Personal Business Days and sick days are accumulated during the probation period but are not available for use until the probationary period ends. Probationary Employees will receive pay for paid holidays and for Act of God days, (if there is a school closure due to an emergency or weather related (30 hours) during the probationary period).
  3. The Board may extend the probation of a probationary employee only with the mutual written agreement of the Association.

## NOTIFICATION OF ASSIGNMENT

- A. All Instructional Assistants covered by this Agreement shall be notified as to building assignment no later than the first day of the school year if possible or practicable.

## TRANSFERS

- A. Transfers may be requested by an Instructional Assistant in writing to the Manager of Human Resources annually on or before May 1st.
1. Transfer requests will be considered based on job openings and the ability to perform the job, qualifications, past performance, training, and seniority, as well as principal approval.
  2. All Instructional Assistants will be notified on the District website of open positions. Each job posting will include the building location to which it applies unless no specific location has been determined at the time of posting. All job postings will clearly describe nature of position.
  3. Transfer requests must be submitted at the time of the opening.
- B. Voluntary transfers may be requested for the next school year by an Instructional Assistant(s) in writing to the Manager of Human Resources annually on or before June 1<sup>st</sup>.
1. Transfer request will be considered based on the ability to perform the job, qualifications, past performance, training, and seniority, as well as principal approval.
  2. Transfers may be considered by the administration if another Instructional Assistant desires to make a voluntary (trade) of positions, provided that all conditions regarding qualifications are met, as outlined above.
  3. If, after a voluntary transfer (mutual trade of position) occurs, there is a significant change in the hours, duties, responsibilities, of either of the affected positions, each of the persons involved in the voluntary transfer shall return to their original positions, unless mutually agreed upon by the administration and Instructional Assistants involved. This process may be initiated by either of the Instructional Assistants involved in the voluntary transfer in writing to the Human Resources Office at least five working days before the opening day of the school year.
- C. For those hired after January 1, 1995, persons hired on the same date shall be placed on the seniority list by a drawing held by the Manager of Human Resources.

## RESIGNATION

If an assistant resigns his/her position with the Tecumseh Public School district, the employee will not be eligible to be rehired as an assistant or substitute assistant for at least thirty (30) calendar days.

## LAYOFFS AND RECALLS

### A. Layoffs

1. Layoff shall be defined as a necessary reduction in the work force determined by the Board.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing two (2) weeks prior to the effective date of the layoff except in emergency financial situations in which case notice will be given as soon as possible.
3. In the event of a layoff of Instructional Assistants for any reason, as determined by the employer, the Instructional Assistants to be laid off by the qualifications required by the job, evaluations, relevant training (obtained after first day of employment), past performance and seniority of the Instructional Assistants affected by the layoff. (cannot be capricious or arbitrary)

### B. Recalls

1. Should vacancies occur in this classification, laid off employees will be recalled in order of qualifications, evaluations, relevant training, past performance, and seniority, with first right of refusal. If all laid off employees refuse the position, the offer will be made a second time beginning with the least senior person. Upon second refusal, employee shall be terminated.
2. Notice of recall shall be certified mail to the employee's last known address. If the employee does not respond within five (5) working days of receipt of this notice, he/she will be considered to be a voluntary resignation.
3. The Employer shall prepare, maintain and post the seniority list which will be provided bi-annually to building representation.

## EVALUATIONS

- A. Probationary employees shall be evaluated twice during their 90-day probationary period, with input from all teachers they work with and the Building Administrator, who is ultimately responsible.
- B. Seniority employees shall be evaluated at least once per year. Such evaluations shall be completed by May 15th of the current school year. The Building Administrator, with input from the teacher(s) an assistant works with, shall be responsible for the evaluation of each Instructional Assistant and the evaluation shall be signed by the Building Administrator and the Instructional Assistant.
- C. The Assistant shall have an opportunity to read and discuss the evaluation prior to the document being placed in the personnel file. The Assistant shall be given a copy of said evaluation.
- D. The Assistant shall sign the evaluation form. This signature indicates only that the Assistant has read the evaluation. If the Assistant disagrees with the evaluation, then he/she may attach a written response to the document.

- E. Instructional Assistants will be notified of complaints against them if the complaints are to be placed in the personnel file (e.g., advocating for one's position; excessive absences; inappropriate behavior, etc.). The Assistant shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The Assistant shall have the opportunity to file a written response with the complaint, provided such answer shall be filed within thirty (30) days.
- F. If an assistant has received an unsatisfactory evaluation, he/she will be placed on a 90 working day probation period. The assistant and supervisor will meet in increments of 30 working days (30/60/90) to discuss and assess the assistant's progress. If it is deemed necessary, the instructional assistant shall be required to attend training as suggested by the supervisor. The assistant may have an I.A. Representative present during the review of the evaluation. At the end of the 90 working day period, if the Instructional Assistant is not evaluated as satisfactory, he/she shall be terminated from employment with the school district.

### **DISCIPLINE, DISCHARGE AND SUSPENSION**

- A. No Assistant will be disciplined or discharged without due process.
- B. An assistant shall be terminated and lose his/her seniority for the following reasons:
  - 1. If an assistant is absent without notifying the employer (except for extenuating circumstances). After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
  - 2. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
  - 3. He/she fails to return from a leave of absence at the designated time.
  - 4. He/she is laid off for a period of two (2) years.
  - 5. He/she resigns.
  - 6. He/she is discharged.
- C. Any complaint against an Instructional Assistant that is to be used in evaluation, reprimands, discipline, discharge or other such action, shall be promptly brought to the Assistant's attention by their supervisor.
  - 1. A reprimand, either oral or written, of an Instructional Assistant by a supervisor, shall be conducted in private. The Instructional Assistant shall have the right to have a Representative designated by the Association present in all such instances.
- D. Notice of Discharge or Suspension: The District agrees, promptly upon discharge or suspension of an employee, to notify, in writing, the Instructional Assistant and his/her Association Representative.
- E. The discharged or suspended Instructional Assistant will be allowed to discuss his/her discharge or suspension with his/her Association Representative and the District will make available a meeting room where he/she may do so before he/she is required to leave District property whenever practicable. Upon request, the supervisor and/or his/her designated representative shall discuss the discharge or suspension with the Instructional Assistant and the Association Representative.
- F. Use of Past Record: In imposing any discipline or discharge in a current charge, the District shall not take into account any prior infractions which occurred more than three (3) years previously unless the infraction is one of a re-occurring nature.

- G. Nothing in the Article will prevent the District from maintaining a permanent discipline record in an Instructional Assistant's personnel file.
- H. A complaint, with merit, against an Instructional Assistant for lobbying for his/her position will be investigated. Discipline for such actions may result in an oral or written reprimand and up to and/or including possible dismissal.

### **GRIEVANCE PROCEDURE**

**Definition:** A grievance shall be an alleged violation, misinterpretation or misapplication of the expressed terms of this agreement.

**Step One:**

- A. An employee having a grievance shall first present it orally to the Supervisor within five (5) working days, along with his or her representative, if the employee so chooses.
- B. If the Grievance is not settled orally, the employee, within five (5) working days, may reduce the grievance to writing, and indicate the alleged contract violation and remedy desired, and file same with the Manager of Human Resources, through his or her representative.

**Step Two:**

- A. If the problem is not solved within five (5) working days, the formal complaint may be presented to the representative and to the Superintendent for final action.
- B. The Superintendent shall render his final decision within ten (10) working days.

### **MEETINGS**

- A. All Instructional Assistants will participate in up to five (5) district-wide in-service days unless given a written release by their supervisor. Absence without permission will result in a written reprimand or other appropriate disciplinary action.
- B. A representative from each building will be paid their hourly rate of pay to attend faculty, team leader, QIT, or school improvement meetings.

### **TRAINING**

- A. Instructional Assistants should attend and participate in all training involving school safety procedures and plans. This could include CPR, bullying, and defibrillator training.

### **CONTINUING EDUCATION**

- A. The Board agrees to pay the full tuition fee for any employee the Board designates to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities of a nature specifically designed to provide on-the-job improvement. The term "designate", as used herein, shall be defined as instances where the Board requires the employee's attendance. All other non-required attendance requirements of the Board shall be at the employee's expense. Conference priorities shall be given to the State Compensatory Education's annual 10C's conference.

## BENEFITS

### A. Life Insurance

1. The Board shall pay the full premium for a \$5,000.00 term life insurance policy for all Instructional Assistants working four (4) hours or more per day for the school district.

## SICK LEAVE, BEREAVEMENT, PERSONAL BUSINESS DAYS

- A. Each Instructional Assistant will be granted five (5) sick days per school year (1/2 day per month). In each case, a "day" will be a number of hours equal to the average regular work schedule of each individual Instructional Assistant. Sick time may be accumulated up to 100 hours. Instructional Assistants accruing over 100 hours of sick time, will receive an annual payment equal to the number of hours over 100, times 50% of their current hourly rate. This payment will occur on the last pay period of the fiscal year.
- B. An Assistant absent prior to or after a holiday will not be paid for the day(s) absent nor will he/she be paid for the holiday. If, however, an employee provides a written physician's statement within five business days certifying illness to the employer for all days absent, he/she will be paid for the holiday(s) and the day(s) absent.
- C. Accumulated sick time may be used, up to a total of three (3) days per year, to care for an ill member of the Instructional Assistant's immediate family. Instructional Assistant's with more than one year's seniority may take unpaid leave up to the legal limit under the "Family Medical Leave Act" to care for an ill member of their immediate family. A member of the immediate family shall be defined as spouse, child, father, mother or sibling.
- D. An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family in this instance is to be defined as follows: spouse, child, father, mother, sibling, father-in-law, mother-in-law, step-mother, step-father, step-sister or step-brother, grandparent or any other person who has clearly stood in the same relationship with the employee as any of the above.
  1. In either of the above circumstances, the supervisor may require documentation of need. Such documentation may be required in advance of use when possible or practical in a given situation.
- E. Regular Instructional Assistants shall be awarded two (2) personal business days per year in addition to accumulated sick time. Personal business days not used shall rollover to next school year into the sick time accumulation.
  1. These days must be used for matters of a personal nature, which cannot be attended to during non-working hours. A personal business day will not be allowed the day preceding or following a holiday observed by the district. Arrangements for a personal business day must be made at least (3) three working days in advance, directly with the building principal and the department coordinator unless an emergency situation exists.

## ACT OF GOD DAYS

- A. All Instructional Assistants shall receive thirty (30) hours each year at their normal rate of pay, to be used at their discretion for delays or closings due to conditions not within the control of school authorities. (i.e. fog delays, severe storms, fires, snow, environmental health conditions, etc). Any unused hours shall not be carried over to the next school year.



After all thirty (30) hours are used, the Instructional Assistant has the option to receive their normal hour(s) of pay for further delays or closings, with the assistant being required to work the time missed. The Instructional Assistant and Principal will work out the schedule for making up this lost time. The Instructional Assistant will not be paid for any time missed beyond the thirty (30) hours, until he/she has worked the time.

- B. If there is a development during the school day, and it is determined by the Board to be too hazardous for the students to remain in the building requiring the closing of school, the employees may leave the building after all students have left the premises and teachers and administration. Instructional Assistant shall be paid for their normal hours for the day if they have reported and are sent home.

### **JURY DUTY**

Instructional Assistants required to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event the Assistant is subpoenaed by the Board as a witness in any case connected with the Instructional Assistant's employment with the school district, the Assistant will be paid his/her full pay. Documentation shall be provided by the Instructional Assistant.

### **UNPAID LEAVE OF ABSENCE**

- A. Unpaid leaves of absence for periods of more than ten (10) days in a given work year but not to exceed one (1) school year may be granted at the sole discretion of the administration, in writing, without loss of previously earned seniority. The employee must inform the Human Resource Manager, by June 1<sup>st</sup>, if he/she intends to return to the position for the next school year. If the Human Resource Manager does not hear from the employee by June 1<sup>st</sup>, they will be terminated.
  - 1. Except in emergency situations, requests for said leaves shall be submitted in writing to the Supervisor not less than two (2) calendar weeks prior to the start of the leave period.
  - 2. In order to help preserve the continuity of school operations throughout the school year, unpaid leave requests which incorporate the entire school year will receive special consideration.
  - 3. In cases of requests for unpaid leaves for personal or immediate family illness, a doctor's verification may be requested.
- B. Such unpaid leaves may be extended upon written application not less than two (2) days prior to the termination of the initial leave period.
- C. Employees shall not accrue seniority while on leave of absence of more than thirty (30) calendar days in any given work year. Persons returning from an unpaid leave of absence shall be placed in positions they held at the time the leave of absence were granted or to which their seniority entitles them.
- D. Employees shall not accrue sick time while on leave of absence of more than thirty (30) calendar days in any given work year. In such cases, the sick time shall be adjusted to reflect the length of the leave.
- E. The reinstatement rights on any employee who entered the military service will be determined in accordance with the provisions of the Federal law granted such rights.

- F. A copy of the written approval of unpaid leave (as in Section A), stating the duration and considerations of said leave, shall be submitted to the Representatives of the Association.

### **HOLIDAYS**

- A. All Instructional Assistants will be paid their daily rate for the following holidays, provided that the Instructional Assistant works the day prior and the day after the holiday.

Thanksgiving Day	New Year's Eve
Friday after Thanksgiving	New Year's Day
Christmas Eve Day	Friday before Easter (if included in District Calendar)
Christmas Day	Memorial Day

- B. Holiday pay will be for a number of hours equal to the average regular work schedule of the individual Instructional Assistant.

### **LIABILITY CLAUSE**

The Board will continue to remit the premium amounts for an errors and omissions insurance policy to cover employees (to the extent permitted by law), whose actions comply with Board Policies, and who are properly performing their duties within the appropriate scope of their normal job duties and responsibilities. The terms of the insurance policy and the Board's ability, financial or otherwise, to obtain said insurance shall be controlling regarding defense or indemnity of employees.

### **SCOPE, WAIVER AND MODIFICATION OF AGREEMENT**

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the express written terms or covenants herein shall be made by any employee or group of employees with the Employer, unless executed, in writing, between the parties hereto and the same has been ratified by the employer and the Association.
- B. The waiver or any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operations of Law or by any competent jurisdiction or tribunal, or in compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate discussion for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **CONTRACTS**

All contract agreements between Tecumseh Public Schools and the Instructional Assistants will be typed by the Board for final approval and signature. The Employer shall then copy and distribute to all members of the Association by the end of the first semester of the school year. All new employees shall receive a copy of the contract when hired.

### **SALARY SCHEDULE PLACEMENT**

All newly hired Instructional Assistants may be placed no higher than step four on the salary scale. In order to warrant the higher step the newly hired Instructional Assistant must have related previous experience, education, training, or relevant certification.

## **SUBSTITUTE PAY**

When an Instructional Assistant, takes the responsibility of a classroom (due to the lack of substitute teachers) she/he is to receive sub teacher rate pay calculated on an hourly basis. Sub rate divided by six, times the number of total hours (partial hours are credited as one whole hour) in the position, or the Instructional Assistant rate, **which ever is higher**.

Instructional Assistants can not be required to take a noon supervisor's position except in an emergency situation or other times when student welfare and/or safety need dictate as determined by the administration. If an Instructional Assistant does noon supervision, in any capacity, i.e., office, lunchroom, playground, classroom, they shall receive the Noon Supervisor pay rate.

## **H.O.P.E.**

It is understood that the position of H.O.P.E. Assistant(s) and Volunteer Facilitator(s) are not part of the Instructional Assistant's Bargaining unit.

## **LONGEVITY**

Instructional Assistants entering their 10<sup>th</sup> year of service will receive a \$.45 longevity increment over their current wage. Instructional Assistants entering their 15<sup>th</sup> year of service will receive an increase of \$.15 per hour in the longevity increment resulting in a total of \$.60 longevity increment over their current wage. Instructional Assistants entering their 20<sup>th</sup> year of service will receive another increase of \$.15 per hour in the longevity increment resulting in a total of \$.75 longevity increment over their current wage. The increments will remain constant and will not be subject to negotiated wage adjustments.

## **TERMINATION, CHANGE, OR AMENDMENT**

- A. It is hereby agreed by the Board and the Association, that this contract is effective December 17, 2012 to June 30, 2013.
- B. See attached Letter of Agreement about this section. ("ME TOO..."). It is hereby agreed by the Board and the Association that any greater wage/salary schedule increases obtained by any other bargaining contract shall be made a part of this contract. "ME TOO" is only for wages/salary no other "additional Benefits".
- C. \$250.00 one-time off schedule compensation in the 2012-13 school year.
- D. This Agreement shall continue in full force and effect until June 30, 2013.
- E. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If either party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party ninety (90) calendar days written notice prior to the current year of termination.
- E. The parties agree to meet on an on-going basis and shall make such modifications to this Agreement as mutually agreed upon.
- F. Notice of termination or modification shall be in writing.
- G. The effective date of this Agreement is 17<sup>th</sup> day of December, 2012, with wage openers for 2<sup>nd</sup> semester of 2012-2013.

**TECUMSEH PUBLIC SCHOOLS  
INSTRUCTIONAL ASSISTANTS ASSOCIATION**

**Filing Vacancies**

First consideration for vacancies shall be given to those persons who have previously demonstrated that they are qualified for that vacancy either by having served successfully in that position or by having successfully passed the relevant tests for that position. In either situation, prior service or prior testing said experience shall not be more than five years old.

**Instructional Assistants**

- A. Instructional Assistants are paraprofessionals under the direction of the appropriate building principal(s) and the guidance of a teacher(s) who instructs students.
- B. The Tecumseh Public School Board recognized the Tecumseh Public Schools Instructional Assistant Association as the sole and exclusive bargaining representative for the following hourly school service employees who work in a regular instructional assistant position in the following positions or combination thereof excluding substitute personnel, volunteers and persons employed by agencies, organizations or institutions other than the Tecumseh Public Schools, teachers, administrators, supervisors, or any other support staff members not specifically listed below:
  - 1. All Special Education Instructional Assistants

**SALARY SCHEDULE  
Instructional Assistant**

<b>Step</b>	<b>2008-2009</b>
<b>1</b>	<b>\$ 8.31</b>
<b>2</b>	<b>\$ 8.78</b>
<b>3</b>	<b>\$ 9.25</b>
<b>4</b>	<b>\$ 9.65</b>
<b>5</b>	<b>\$ 9.78</b>
<b>6</b>	<b>\$ 9.94</b>
<b>7</b>	<b>\$ 10.07</b>
<b>8</b>	<b>\$ 10.27</b>
<b>9</b>	<b>\$ 10.86</b>

**Longevity**

<b>10</b>	<b>\$ 0.45</b>
<b>15</b>	<b>\$ 0.60</b>
<b>20</b>	<b>\$ 0.75</b>

\$250.00 one-time off schedule compensation

Wage opener for 2<sup>nd</sup> semester of 2012-2013.

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**SIGNATURES**

**Instructional Assistant's  
Association Representatives**

*Sandra Bahna*

Date: 12-14-12

*Kelly Scheidt*

Date: 12/14/12

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Board of Education  
Tecumseh Public Schools**

*Bob Wright*

Board President

Date: 4-8-2013

*Mike M'Quinn*

Superintendent

Date: 12/14/12