

**WASHTENAW INTERMEDIATE
SCHOOL DISTRICT**

STAFF MANUAL

FOR

NON-AFFILIATED PERSONNEL

2018-2019

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION3

ARTICLE II - PERSONNEL:

- Recruitment and Selection of Personnel3
- Qualifications for Position.....3
- Contracts.....3
- Probation3
- Assignments 3-4
- Promotions4
- Working Day4
- Emergency School Closings4
- Salary Determination5
- Employment for Less than a Full Fiscal Year 5-6
- Outside Employment.....6
- Evaluation Procedure6
- Health and Medical Conditions.....6
- Termination Payments 6-7

ARTICLE III - BENEFITS:

- Fringe Benefits8
- Eligibility for Coverage..... 8-9
- Employer Match of Employee 403(b) and 457 Contributions.....9
- Life-Long Learning 9-10
- Education Credit..... 10
- Workers’ Compensation 11

ARTICLE IV - LEAVES:

- Employees’ Attendance System.....12
- Additional Work Days / Hours 12
- Leave with Pay..... 13-16
- Leave without Pay 16-17
- Insurance Payment During Leaves17
- Return From Leave of Absence18

ARTICLE V - INTRA-OFFICE PROCEDURES:

- Operations18
- Staff Meetings18
- Communications to the Superintendent and Board of Education18
- Attendance at Professional Conferences..... 18-19
- Travel Reimbursement19
- Work Space – Office Area (Furnishings and Equipment)19
- Use of the Telephone19
- Equipment and Supplies 19-20
- Use of Cellular Phone/Electronic Telecommunications/Computer Equipment20
- Damaged/Lost or Stolen Equipment.....20
- Misuse of Equipment20

APPENDIX I – Office Closings21

APPENDIX II – Salary Schedule – 230 Work Days22

APPENDIX III – Salary Schedule – 210 Work Days.....23

ARTICLE I - INTRODUCTION

This document represents salary schedules, fringe benefits, working conditions and other rules and regulations applicable to employees who are not affiliated with the unions.

More specifically, the conditions listed in this document cover the positions of Associate Superintendent, Assistant Superintendent, Executive Director, Director, Supervisor, Coordinator, Controller, Finance Manager, Information Systems Manager, Operations Manager, Technical Specialist III, Technical Specialist II, Finance/HR Support Specialist, Finance Manager, Administrative Assistant, Accountant, Research Assistant, Executive Secretary, Grants Specialist, Project Specialist I, Project Specialist II, Pupil Accounting Specialist, Technical Specialist I, Chief Information Officer, Human Resources Assistant, Technical Assistant, and Programmer.

ARTICLE II - PERSONNEL

A. Recruitment and Selection of Personnel

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

B. Qualifications for Position

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

C. Contracts

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

D. Probation

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

E. Assignments

Assignment of personnel means the specific designation of an employee to an established salary grade and length of work year. Length of work year is defined by number of work days (e.g., 210, 230). Reference to full-time, twelve-month employees usually means those employees who have been assigned to work 230 days. Such assignments are made by the Superintendent following official appointment by the Board of Education (if required). Assignment to specific duties is made by the administrative head responsible, under

the general direction of the Superintendent and within the limits set by the certification and job specification provisions. Work schedules shall be developed by employees and their immediate supervisors in accordance with Article IV, Section A.

F. Promotions

1. Whenever a position in a higher classification is open, first consideration shall be given to the possibility of filling the position through promotion of the present staff, provided that his/her qualifications are equal to those of applicants from the outside.
2. A promotion is defined as a change in status that represents both a change in duties and also a change to a higher salary classification.

G. Working Day

1. Exempt Employees:

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

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

2. Non-Exempt Employees:

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

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

H. Emergency School Closings

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

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

I. Salary Determination

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

1. Salaries will be based on the Salary Schedule (see Appendix II). The Salary Schedule is based on 230 paid days; 225 work days and 5 paid holidays (identified in Article IV). Salaries for employees working less than a 230-day schedule will be computed based on dividing the appropriate salary in the Salary Schedule by 230 and then multiplying the result by the number of work days, including the 5¹ paid holidays.
2. Step movement for all employees will occur on July 1st of each year based on the following:
 - For those hired between July 1 and December 31, a move to the next step in the pay schedule will occur on the July 1st following their date of hire.
 - For those hired between January 1 and June 30, a move to the next step in the pay schedule will occur at the second July 1st subsequent to their date of hire.
 - Step progression requires an overall performance evaluation rating of Effective or Highly Effective. An employee who is rated as Ineffective on an annual year-end evaluation may appeal to the Superintendent. The request must be submitted in writing within twenty (20) days after the employee is informed of the rating and/or the date on the annual evaluation (whichever is later). Upon receipt of the request, the Superintendent shall schedule a meeting with the employee and his/her supervisor to review the evaluation. The Superintendent may make modifications to the evaluation based on his or her review.
3. Employees will receive pay installments two times per month, less statutory reductions and such other sums for mutually agreed purposes, the total sum to equal the annual contract salary.

J. Employment for Less than a Full Fiscal Year

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

Sample calculation:

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

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

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

¹ Thanksgiving, Day after Thanksgiving, Christmas, New Years, and MLK Jr Day

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

K. Outside Employment

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

L. Evaluation Procedure

The following procedure is to be followed:

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

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

M. Health and Medical Conditions

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

N. Termination Payments

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

- b. Retirement:
Failure to give notice ninety (90) days in advance of retirement may invalidate the provision requiring payment for carried forward annual leave in subsection 3 and vested sick pay benefits in subsection 4.
- c. For employees age 55 and over, termination payments made under subsections 3 and 4 below shall be made through a qualified, district-administered 403(b) effective June 1, 2018.

2. Balance of Annual Salary:

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

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

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

4. Vested Sick Pay Benefits:

Employees with five (5), but less than ten (10) years' experience with the District shall receive payment equal to 12% of their accumulated unused sick leave up to a maximum accumulation of 200 days, except when the person is terminating due to retirement. In that case, the employee shall receive payment equal to 12% of his/her accumulated unused sick leave up to a maximum accumulation of 250 days. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

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

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

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

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

5. Personal Leave:

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

ARTICLE III - BENEFITS

A. Fringe Benefits

The following fringe benefit coverage is available to employees:

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

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

B. Eligibility for Coverage

The following employee classifications are eligible for single, two-person or full family coverage for health, dental and vision coverage: Associate Superintendent, Assistant Superintendent, Executive Director, Chief Information Officer, Director, Supervisor, Coordinator, Controller, Finance Manager, Information Systems Manager, Operations Manager, Technical Specialist III, Technical Specialist II, Finance/HR Support Specialist, Administrative Assistant, Accountant, Research Assistant, Executive Secretary, Grants Specialist, Project Specialist I, Project Specialist II, Pupil Accounting Specialist, Technical Specialist I, Human Resources Assistant, Technical Assistant, and Programmer.

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

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

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

- 1) The employee voluntarily and in writing opts out of the health benefits coverage offered by the Employer, and
- 2) The employee provides documentation to the Employer that the employee (and eligible dependents) has other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act.

Beginning January 1, 2012, for employees eligible for two-person or full family coverage, if an Employee's spouse and/or dependent have health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage. The contribution shall be taken out of the employee's pay on a pre-tax basis.

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

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

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

D. Life-Long Learning

1. An annual life-long learning payment of 1.5% of base salary shall be made if the employee has completed one of the following within their last five (5) years of service to the District:

- Six (6) semester hours of college credit;
- Eighteen (18)² SB-CEUs³;
- 150⁴ SCECHs⁵;
- An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
- A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

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

2. An annual life-long learning payment of 2.0% of base salary shall be made if the employee has at least ten (10) years of service to the District as of July 1st of the qualifying year and has completed one of the following within their last five (5) years of service to the District:

- Six (6) semester hours of college credit;
- Eighteen (18)¹ SB-CEUs²;
- 150³ SCECHs⁴;
- An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
- A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

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

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

³ State Board Continuing Education Unit (SB-CEU) Program.

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

⁵ State Continuing Education Clock Hours.

3. A total annual life-long learning payment of 2.5% of base salary shall be made if the employee has at least fifteen (15) years of service to the District as of July 1st of the qualifying year and has completed one of the following within their last five (5) years of service to the District:
 - Six (6) semester hours of college credit;
 - Eighteen (18)⁶ SB-CEUs⁷;
 - 150⁸ SCECHs⁹;
 - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
 - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

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

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

E. Education Credit

1. If the employee has thirty (30) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,000. The thirty (30) hours beyond a Master's degree must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.
2. If an employee has forty-five (45) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,500. The forty-five (45) hours must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally. Such payment is not cumulative (for this credit level a total not to exceed \$1,500 shall be made).
3. If the employee has earned a Ph.D., Ed.D. or J.D. from an accredited institution, the employee shall receive an annual payment of \$2,000. Such payment is not cumulative (shall not exceed a total of \$2,000 for all credits earned beyond a Master's degree). The Ph.D., Ed.D. or J.D. degree must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.
4. An official copy of the individual's transcript recording their educational attainment shall be forwarded to Human Resources before the employee will be eligible for education credit under this section.
5. Qualification for an educational credit will be determined on July 1st and January 1st of the qualifying year. Employees qualifying as of the January 1st deadline will receive one-half of the respective annual payment identified above in the initial year of qualification.

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

⁷ State Board Continuing Education Unit (SB-CEU) Program.

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

⁹ State Continuing Education Clock Hours.

F. Workers' Compensation

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

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

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

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

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

OR

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

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

1. If the employee selected option 1, once the employee returns to work, the employee's remaining salary for the year will be adjusted to recapture the overpayment.
2. If the employee selected option 2, any salary already received by the employee for any or all of the first seven (7) days will be applied to the remaining payments due for the difference between such employee's salary and the weekly benefit received. If an employee returns to work before all salary received for any or all of the first seven (7) days of absence has been applied, the employee's remaining salary for the year will be adjusted to recapture the overpayment.

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

ARTICLE IV - LEAVES

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

A. Employees' Attendance System

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

B. Additional WorkDays/Hours

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

C. Leave with Pay

1. Sick leave may be used for the following:

- a. Personal illness or medical care of the employee due to contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
- b. Illness or injury in the family of fifteen (15) days in a three-year period, without the approval of the employer. With the approval of the Superintendent, up to an additional thirty (30) days in the same three-year period for a documented medical condition. Additional time may be approved by the Superintendent upon request.
- c. In the event of death in the “family” (as defined in subsection d), up to five (5) days per year shall be allowed. Employees must submit request(s) to his or her immediate supervisor. Up to three (3) of these days may be utilized for bereavement for persons other than family, provided prior approval is obtained from the Superintendent. Additional days may be granted by the Superintendent upon request.
- d. For the purposes of bereavement leave, family shall be defined as mother, father, sister, brother, spouse, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings, members of the household or members of the households parents.
- e. For purposes of illness or injury in the family, family is defined as mother, father, sister, brother, spouse, daughter, son, grandparents or grandchildren, mother-in-law or father-in-law, step-parents or step-children.

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

- f. All personnel employed on a twelve-month basis shall be granted one and one half (1 1/2) days of sick leave monthly, accumulating to eighteen (18) days annually with total accumulation being unlimited at the close of any fiscal year. For the purpose of this accumulation, personnel employed for 186 days shall be considered ten-month employees while personnel employed for 200 days, but less than twelve-months, shall be considered eleven-month employees. Employees working a part-time schedule on their scheduled days (i.e., working 230 days but only 0.6 FTE each day) will have their sick time accumulation prorated.
- g. Following absence due to illness an employee may be required to provide a physician's statement that s/he has been ill and is able to return to work.
- h. When an employee changes classifications from another WISD employee group to the Non-Affiliated group, the employee's sick leave from their previous WISD employee group shall be converted to Non-Affiliated sick leave and will be treated as such from that point forward.
- i. A Non-Affiliated employee may donate up to fifteen (15) hours of his/her accumulated sick leave to another Non-Affiliated employee who has used (or shall use) all of his/her sick leave and is facing personal long term illness or death of a family member. A transfer of sick leave is only allowed in the donating employee's wage is greater than or equal to the recipient's wage. An employee may not receive more than a total of seventy-five (75) donated hours during the period of a school year. An employee shall not receive more than two hundred and twenty-five (225) hours during the employee's duration of employment at the WISD.

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

- j. Parental Leave (includes maternity, paternity, and adoption leave.
- k. FMLA (set forth in the WISD Policy and Administrative Guidelines) runs concurrently with sick leave that extends beyond four (4) consecutive days.

2. Personal Leave:

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

3. Emergency Leave:

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

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

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

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

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

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

group, shall be paid out at the employee's rate of pay from the previous employee group upon transfer to the Non-Affiliated group.

5. Paid Holidays:

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

6. Leave for Jury Duty:

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

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

7. Sabbatical Leave:

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

- a. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
- b. Sabbatical leaves may be granted for purposes which shall be mutually beneficial to the employee and the District. A report, outlining professional development activities undertaken during the sabbatical period, shall be filed with the Superintendent upon the conclusion of the leave.
- c. Requests for sabbatical leave must be submitted to the Superintendent by February 15th for leaves beginning the first semester or November 1st for leaves beginning the second semester.
- d. The employee shall receive pay equal to 1/2 his/her regular salary as determined by the schedule for the year the sabbatical is taken. The District will continue to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the leave.
- e. Before beginning a sabbatical leave, the employee shall enter into an agreement with the District to return to active service with the District for a period of two years after the expiration of such leave. An employee who does not fulfill this agreement shall repay the full amount received for the sabbatical.

8. Military Leave:

- a. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when the employee is on full-time duty for a maximum of two weeks per year.
- b. Employees who must be absent from work for a period of time that exceeds ten (10) work days shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. The employee shall submit the standard Leave of Absence request when notified of an impending call to service and provide the Human Resources Department the following documentation:
 - 1) A copy of military orders with duration of requested leave; and
 - 2) Proof of military compensation

9. Subpoena

- a. Work Related - In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) days of the hearing. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department in advance of the absence. Upon completion of his/her testimony, the staff shall return to work.
- b. Personal - In the event an employee is called under subpoena to testify in any proceedings, not related to his or her professional capacity with the District, the employee may use accrued personal leave to attend, or may treat this as a non-work day. In order to qualify for this provision the employee must provide a copy of the subpoena to his/her immediate supervisor and the HR Department in advance of the requested absence. (Example of personal proceedings: divorce, custody, property, etc.)
- c. Not Work-related or Personal - In the event an employee is called under subpoena to testify in any proceedings that are not personal, he/she shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office 1) upon return to work if the employee works in the TLC Building or High Point, or 2) within 7 calendar days of the employee's return to work. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department within 7 calendar days of the receipt of the subpoena. Upon completion of his/her testimony, the employee shall return to work as soon as is practicable. (Example: employee is witness to a crime).

D. Leave without Pay

1. Child Care Leave:

The Board shall grant to an employee an extended child care leave provided that the employee applies in writing at least sixty (60) calendar days prior to the date such leave is to commence. If appropriate, 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. Leaves for this purpose shall be granted for a period up to one year and may be extended upon subsequent application.

A pregnant employee may go on extended child care leave without pay prior to the anticipated date of birth of the child. The staff member may continue employment as long as she can continue her regularly

assigned responsibilities. The Board may require a doctor's statement to this effect. A similar condition is effective upon return to employment.

During a child care leave, an employee may elect to continue their current medical coverage, dental coverage, vision coverage and life insurance. The Board will continue to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the child care leave for no more than four (4) months past delivery or hospital stay of mother and/or child, provided the employee continues to make his/her required employee contributions. An employee on child care leave for more than four (4) months may elect to continue insurance benefits at group rates at his/her own cost for the remainder of the approved leave. Child care leave will also be granted to employees in the event of adoption of a child. 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 Board.

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, provided a replacement has not been contracted. If the position has been filled, the employee shall be eligible for the first vacancy for which the employee is qualified.

Child care leave shall also be granted to employees in the event of adoption of a child. The Board shall grant a leave for adoption provided that the employee applies in writing to the Human Resources Department at least sixty (60) calendar days prior to the date such leave is to commence. Said request for leave shall include a prospective commencement date and a desired end date; the District recognizes unforeseen circumstances may require modification of the original notice. Leaves for this purpose shall be granted for a period up to one year and may be extended upon subsequent application.

2. Special Leave:

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

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

Office closings shall be considered part of your unpaid, non-work days (unless otherwise noted). A calendar of scheduled office closings is included in Appendix I. If an employee plans to work on a day the office is closed, the employee's supervisor must approve each occurrence at least seven (7) calendar days prior to the employee working the day the office is closed. The supervisor must receive the approval of the Operations Director if the employee is planning to work at one of the district facilities prior to approving the employee working a day the office is closed.

E. Insurance Payment During Leave

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

F. Return From Leave of Absence

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

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

ARTICLE V - INTRA-OFFICE PROCEDURES

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

A. Operations

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

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

B. Staff Meetings

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

C. Communications to the Superintendent and Board of Education

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

D. Attendance at Professional Conferences

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

1. Each department will make arrangements to assure that at no time are all members of a division absent and that departmental coverage will be provided.
2. All requests for conferences must be filed with the immediate supervisor prior to conference dates and must have approval of the immediate supervisor.
3. The budget status will at all times be a determining factor relative to approval.

4. Staff members upon resigning from the system forfeit their privilege of attending conferences.
5. An allocation to department budgets will support conference attendance by the non-affiliated support staff.

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

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

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

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

E. Travel Reimbursement

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

F. Work Space – Office Area (Furnishings and Equipment)

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

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

G. Use of the Telephone

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

H. Equipment and Supplies

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

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

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

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

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

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

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

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

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

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

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

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

J. Damaged/Lost or Stolen Equipment

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

K. Misuse of Equipment

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

APPENDIX I

A. Non-Affiliated Office Closings

- July - Independence Day (1)
- September - Labor Day (1)
- November - Thanksgiving Recess and the Day after Thanksgiving (2 days are paid holidays)
- December and January – Winter Recess (7; 2 of which are paid holidays¹⁰)
- January – MLK, Jr. Day (1; Paid holiday)
- May - Memorial Day(1)

¹⁰ Christmas and New Year's Day are paid holidays.

APPENDIX II

Salary Schedule – 230 Work Days

		Salary Steps – 230 Work Days						
Grade	Positions	1	2	3	4	5	6	7
11	Asst Superintendent	\$119,478	\$123,658	\$127,987	\$132,467	\$137,103	\$141,901	\$146,868
10	Executive Director	\$108,638	\$112,417	\$116,351	\$120,424	\$124,639	\$129,001	\$133,516
9	Chief Info Officer/Director	\$98,763	\$102,197	\$105,774	\$109,477	\$113,309	\$117,274	\$121,379
8	Supervisor/Coordinator	\$89,784	\$92,907	\$96,158	\$99,524	\$103,007	\$106,613	\$110,344
7	Operations Manager/ Coordinator ¹¹ /Facilitator	\$81,621	\$84,461	\$87,417	\$90,476	\$93,643	\$96,920	\$100,312
6	Manager	\$74,202	\$76,783	\$79,469	\$82,252	\$85,130	\$88,110	\$91,194
5	Tech III/HR Supervisor	\$67,456	\$69,803	\$72,246	\$74,774	\$77,391	\$80,100	\$82,903
4	Tech II/Finance-HR Specialist/ Event Services Supervisor	\$61,323	\$63,457	\$65,678	\$67,977	\$70,356	\$72,818	\$75,367
3	Admin Asst/Accountant/ LEA Tech II/Specialist II	\$55,749	\$57,688	\$59,707	\$61,796	\$63,959	\$66,198	\$68,516
2	Tech I/Exec Sec/HR Asst	\$50,681	\$52,443	\$54,279	\$56,179	\$58,145	\$60,180	\$62,286
1	Tech Asst/Project Specialist I	\$46,073	\$47,676	\$49,344	\$51,072	\$52,859	\$54,710	\$56,624

¹¹ Coordinator hired after 1/1/18 at Grade 7.

APPENDIX III

Salary Schedule – 210 Work Days

		Salary Steps – 210 Work Days						
Grade	Positions	1	2	3	4	5	6	7
11	Asst Superintendent	\$109,089	\$112,905	\$116,858	\$120,948	\$125,181	\$129,562	\$134,097
10	Executive Director	\$99,191	\$102,642	\$106,234	\$109,952	\$113,801	\$117,784	\$121,906
9	Chief Info Officer/Director	\$90,175	\$93,310	\$96,576	\$99,957	\$103,456	\$107,076	\$110,824
8	Supervisor/Coordinator	\$81,977	\$84,828	\$87,796	\$90,870	\$94,050	\$97,342	\$100,749
7	Operations Manager/Coordinator ¹² /Facilitator	\$74,524	\$77,117	\$79,816	\$82,609	\$85,500	\$88,492	\$91,589
6	Manager	\$67,750	\$70,106	\$72,559	\$75,100	\$77,727	\$80,448	\$83,264
5	Tech III/HR Supervisor	\$61,590	\$63,733	\$65,964	\$68,272	\$70,661	\$73,135	\$75,694
4	Tech II/Finance-HR Specialist/ Event Services Supervisor	\$55,991	\$57,939	\$59,967	\$62,066	\$64,238	\$66,486	\$68,813
3	Admin Asst/Accountant/LEA Tech II/Specialist II	\$50,901	\$52,672	\$54,515	\$56,422	\$58,397	\$60,442	\$62,558
2	Tech I/Exec Sec/HR Asst	\$46,274	\$47,883	\$49,559	\$51,294	\$53,089	\$54,947	\$56,870
1	Tech Asst/Project Specialist I	\$42,067	\$43,530	\$45,053	\$46,631	\$48,263	\$49,953	\$51,700

¹² Coordinator hired after 1/1/18 at Grade 7.