



1997-1999

Collective Bargaining Agreement

between

Willow Run Board of Education

and

Washtenaw Adult Education Association

Willow Run Community Schools

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AGREEMENT
BETWEEN
WILLOW RUN BOARD OF EDUCATION
AND
WASHTENAW ADULT EDUCATION ASSOCIATION

ARTICLE 1: ENTIRE AGREEMENT CLAUSE

- 1.1000 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on any alleged practices, between the Employer and the Association and/or bargaining unit employees, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 2: SEPARABILITY

2.1000 If any provision of this Agreement, or any application of this Agreement to any bargaining unit member(s) is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. If any provision or application is held to be contrary to law, within 30 calendar days or notification of a final and binding determination of such illegality, the parties will enter into collective bargaining to reach a new agreement concerning the subject matter.

ARTICLE 3: RECOGNITION

- 3.1000 The Employer recognizes the Association as the exclusive bargaining representative for all certified adult education classroom teachers and counselors in State reimbursed programs, but excluding all administrators, specialists and all other supervisors, aides, on-call substitutes, and all other employees.
- 3.2000 The term "teacher" or "bargaining unit member" as used herein shall refer to all employees within the recognized bargaining unit set forth above. References to one gender shall include the other gender.
- 3.3000 The term "school building" as used herein shall refer to all buildings used for Willow Run Adult Education Consortium programs owned, based and/or controlled by a Home District. The term "work site" refers to a location where the consortium program is operated but is not owned or controlled by a Home District. The term "Home District" shall refer to the participating district that has the administrative responsibility for the specific program.

ARTICLE 4: BOARD RIGHTS

4.1000 The Board maintains the overall right to manage the Consortium except as agreed to in the contract. Rights include, but shall not be limited to:

- Manage the programs and facilities
- Assign, direct and determine number of personnel
- Hire, dismiss, determine qualifications and condition of continued employment, discipline, determine fitness for continued employment
- Determine the number and location or relocation of the work sites, courses, programs, etc.
- Establish grading criteria/policies, curriculum and courses
- Establish business and work hours
- Determine services, including non-classroom services and identify personnel responsible for their delivery
- Set teaching schedules, hours of instruction
- Establish responsibilities, duties and overall expectations for staff
- Set policies and procedures

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1000 The Employer will discuss changes/modifications in programs that affect bargaining unit members with the Association through the Contract Review Team.
- 5.2000 Upon request, the Employer will provide the Association with all documents covered in the Freedom of Information Act with expenses covered by the Association.
- 5.3000 The Association may use school buildings for Association business subject to home district policies/procedures, provided said use does not interfere with the work of the members or impact students.
- 5.4000 The Association may use consortium instructional equipment subject to home district policies/procedures, with expenses covered by the Association, provided said use does not interfere with the work of the members or impact students.
- 5.5000 All Association communications may be placed in teacher mailboxes that shall be provided at an accessible location in each home district. The Employer assumes no responsibility for the distribution of Association communications.
- 5.6000 Whenever possible, Association business will be conducted on non-assignment time. In a situation where this is not possible, release time with a substitute will be resolved through mutual consent.
- 5.7000 The Employer will establish an account of 75 hours per contract year for Association business. This account will be dispensed at the discretion of the Association President. Release time of a bargaining unit member, when mutually approved, will be charged to this account, with the exception of the time required to bargain which shall be established by mutual consent.

ARTICLE 6: MEMBERS' RIGHTS

6.1000 DISCIPLINE

6.1100 The Employer and the Association believe in the concept of progressive discipline. Progressive discipline will be used with a bargaining unit member except when the gravity of the offense makes progressive discipline inappropriate.

6.1200 Due process and just cause will be used when disciplining a bargaining unit member.

6.2000 The private, personal life of any member is not normally the concern of the Employer, except where the same has an adverse effect upon the professional performance of the member.

6.3000 The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual preference, physical characteristics or handicap, or place of residence.

6.4000 PERSONNEL FILE

6.4100 The official member personnel file shall reside in the Willow Run Community School's Personnel Office. An unofficial file may exist in the adult education office(s) of any home district where a member is assigned. All files shall be secure. Members shall be informed as to the location of their files and given access to them, within the guidelines specified in Employer Board Policy.

6.4200 A member will be notified immediately of any new item pertaining to his/her performance that is added to his/her official personnel file.

6.5000 A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised by the Employer of the right to representation under this provision of the Agreement. Discipline will be conducted privately and in confidence.

6.6000 ACADEMIC FREEDOM

6.6100 Both the Employer and the Association, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of

individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality, are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for the member is guaranteed.

- 6.6200 When a problem exists under this section, the home district director will discuss that problem with the bargaining unit member. If no resolution can be reached, either party may request that the issue be placed on the agenda of the Contract Review Team.
- 6.7000 Members will be able to use the child care facilities at those sites where childcare is available to students. Such use will be in accordance with the home district childcare policy on a first come, first serve basis after the needs of the students have been met.
- 6.8000 Every reasonable precaution will be made by the Employer to insure member safety at all work locations. In school buildings this will include providing lighted and maintained parking lots. Access to a phone will be provided at all program sites. All members in all locations will be provided with an emergency procedure.
- 6.9000 Any medical test required by law for continued employment of a member will be provided by the employer at no cost to the member. In the event that the Employer establishes a policy to test, inoculate, or medically treat Willow Run employees, the association members will receive the same consideration as all other employees.

ARTICLE 7: FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- 7.1000 As a condition of continued employment:
- 7.1100 Bargaining unit members will sign and deliver to the employer a MEA/NEA membership form; or
 - 7.1200 Pay the Association fee equal to the membership dues. Said fees shall be paid pursuant to MEA guidelines, within 30 calendar days after the bargaining unit member is notified of the MEA/NEA/WAEA representation fees for the current school year.
- 7.2000 It is expressly understood that political action funds or other constitutionally impermissible costs cannot be included in the representation fee of an objecting fee payer. The Association shall provide sufficient information to a fee payer in order for him/her to gauge the propriety of the representation fee. A due process hearing before the Board of Education shall not take place until the fee payer shall have been afforded all constitutional rights as specified in *Chicago Teachers Union vs. Hudson*, 106, SCT 1066 (1986), and such other applicable cases, and the signed complaint by the Association herein referred to above shall certify the same and acknowledge that the Association's responsibility for according such constitutional rights has been fulfilled. Bargaining unit members may authorize payroll deduction of their professional dues. Members may check either options on their membership form, payroll deduction or cash payment. Such authorization shall continue in effect from year to year unless revoked, in writing.
- 7.3000 Any employee who is not a member of the Union and who does not make application for membership within thirty (30) days from the day of commencement of teaching duties shall, as a condition of employment, pay a representation fee to the Union. Such fees may be deducted in the same manner provided for members in article 7 of this Agreement. If the representation fee is not paid, the Board may cause termination of employment of such an employee. The parties expressly recognize that failure of any employee to comply with the provisions in this article is just and reasonable cause for discharge from employment since the establishment of said representation fee is herewith deemed to be the sum equivalent to the portion of collective bargaining and contract administration.
- 7.4000 PAYROLL DEDUCTION
- 7.4100 The Employer agrees to deduct from the salaries of members dues for the Association, the Michigan Education Association and the National Education Association, or a fee payer's representation fee, when voluntarily authorized in writing by each member/fee payer desirous of having such monies deducted.

- 7.4200 Regular deductions for any or all of the above stated organizations shall be deducted in four (4) equal installments, two (2) per semester, or a cash payment of the full annual amount shall be made by December 1st
- 7.4300 Authorizations for deductions filed with the Employer on or before October 1 of each year shall become effective with the first scheduled deduction of the current school year. Authorizations for deductions filed after October 1 shall be deducted from the bi-weekly checks until up-to-date with scheduled deductions. If authorizations are not received within 30 days of beginning employment, then cash payment of full dues will need to be submitted by December 1, March 1, and August 31.
- 7.4400 Dues payroll deduction authorizations once filed with the Employer shall continue in effect until a revocation form in writing and signed by the member is filed with the Employer and the Treasurer of the Association.
- 7.4500 The Association shall, on or before October 1 of each school year, give written notification to the Employer of the amount of its dues and those of the MEA and NEA which are to be deducted in the current school year under such authorizations. The dues amounts, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any additional assessment under the terms of this article.
- 7.4600 Dues deductions shall be transmitted by the Employer to the Association Treasurer within ten (10) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurer of those organizations.
- 7.4700 All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any member for the amount of any deductions deducted by the Employer and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold harmless from all claims of excessive deductions.
- 7.5000 Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked authorization pursuant to this article shall be reviewed with the employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution or revocation of the authorization form.

- 7.6000 In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with this article, the Association then agrees to defend such action, at its own expense and through its own counsel, provided:
- 7.6100 The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 7.6200 The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- 7.7000 The member and the fee payer are responsible for any dues/fees not deducted. The Association will notify the member in writing, by September 1, of any deduction errors from the previous school year. Dues in error must be submitted within 15 days of notice.
- 7.8000 Member assignment hours will be forwarded to the Association Treasurer the day following class confirmation for each semester, module, or quad, by all home district administrators. Any additions or changes that occur throughout the year will be communicated in writing to the Association Treasurer within two (2) weeks of the change. The employer agrees to provide new employees with a copy of the Master Agreement and an MEA application form immediately upon hire.
- 7.9000 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any and all liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this article, including any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 8: CONTRACT REVIEW TEAM

- 8.1000 It is agreed that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. Both parties agree to create a Contract Review Team to implement the above-mentioned concept.
- 8.2000 STIPULATIONS
- 8.2100 Representatives of the District and the Association shall meet on the first Friday of November from 8:00 a.m. to 12:00 p.m. and the second Friday of March from 8:00a.m. to 12:00 p.m. for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. Additional meetings may be scheduled or scheduled meetings cancelled by mutual consent.
- 8.2200 Three (3) to five (5) member representatives shall be selected by the Association and three (3) to five (5) administrative representatives shall be selected by the superintendent. The agenda will be developed by the Contract Review Team based on agenda items submitted by either Administration or the Association.
- 8.2300 The meetings of the Contract Review Team are not intended to bypass the grievance procedure outlined in article 13 of this Agreement.
- 8.3000 Agreements arrived at by the Contract Review Team shall be reduced to writing either in the form of contract changes, memoranda of understanding, or Contract Review Team minutes.
- 8.4000 The ratification procedures for contract changes resulting from Contract Review Team agreements shall be the same as those used for ratification of the Master Agreement, complying with any and all relevant requirements of the respective parties and the Public Employment Relations Act (PERA).

ARTICLE 9: SENIORITY

- 9.1000 Seniority shall be calculated by Home District as follows:
- 9.1100 Only assignments made by seniority shall count toward seniority.
 - 9.1110 Members new to a Home District will accrue seniority only if their assignment was offered in the Annual Work Assignment Forum (AWAF) or the Open Work Forum (OWF) or a Seniority Search.
 - 9.1120 Current Home District members will accrue seniority if their assignment was offered in the Annual Work Assignment Forum (AWAF) or the Open Work Forum (OWF) or a Seniority Search.
 - 9.1200 All members shall accrue hours toward seniority based on the total hours of the confirmed assignments. Said seniority shall be awarded for the 12 months preceding June 30 of each year. A confirmed assignment is that work that is committed to as of the identified confirmation date in the Master Schedule used for assignment purposes.
 - 9.1300 If a confirmed assignment is cancelled, the total hours of that assignment as originally posted shall be counted toward the member's seniority.
 - 9.1400 1 to 119 confirmed hours = 1 seniority point
120 to 239 confirmed hours = 2 seniority points
240 to 359 confirmed hours = 3 seniority points
360 to 479 confirmed hours = 4 seniority points
480 or more confirmed hours = 5 seniority points
 - 9.1500 A member may accrue no more than five points per year.
 - 9.1600 In the event of a tie, the members will be placed on the seniority list using the last four (4) digits of their social security number as a numeral, ranking the highest numeral first and the rest in descending order.
- 9.2000 SENIORITY LIST
- 9.2100 The updated seniority list shall be available on or before July 1 of each year. Said list(s) shall include point total, name of member, degree(s), certification(s) and expiration, leave status, and the areas for which

each member is qualified as stated in section 10.2120 of this Agreement.

9.2200 The current seniority list(s) shall be available as part of each assignment process (AWAF/OWF). Said list(s) shall include point total, name of member, degree(s), certification(s) and expiration, and leave status.

9.2300 The accuracy of the seniority list(s) may be challenged up to one week prior to each work assignment process (AWAF/OWF). All challenges shall be directed to the member's Home District Administrator or the Consortium Director and the Association. Errors shall be corrected for subsequent work assignment processes (AWAF/OWF).

9.3000 Leaves shall not affect seniority.

9.4000 SPECIAL CIRCUMSTANCES

9.4100 Members who complete the Annual Work Assignment Forum, but are unassigned shall remain on the seniority list without change in seniority points, subject to section 10.6000 of this Agreement.

9.4200 Members whose total assignment is cancelled before confirmation shall remain on the seniority list without change in seniority points, subject to section 10.6000 of this Agreement.

9.5000 ACCEPTANCE OF ADMINISTRATIVE/SUPERVISORY POSITION

9.5100 In the event a member shall accept an administrative/supervisory position within the consortium, the member's seniority shall not be affected subject to section 10.6000 of this Agreement. No seniority shall accrue for this non-bargaining unit work.

9.5200 In the event a member shall accept an administrative/supervisory position and continue to be assigned bargaining unit work, seniority shall accrue for only the portion that is bargaining unit work.

9.6000 Termination of employment within the Willow Run Community Schools Adult Education consortium cancels seniority.

9.7000 Certified staff employed in a district that enters the consortium shall be assigned a Home District seniority rank as follows:

9.7100 For each year of Home District employment, members will be assigned two (2) points for 1 to 479 payroll hours or four (4) points for 480 or more payroll hours

- 9.7200 Following this initial assignment, members and/or the Association shall have the right to challenge accuracy. Errors shall be corrected immediately.
- 9.7300 For administrative staff, as noted on the seniority list(s), initial Home District seniority shall be granted as follows:
- 9.7310 Specialists will be assigned two (2) points for 1 to 479 payroll hours or four (4) points for 480 or more payroll hours for each year of Home District employment performing what is considered bargaining unit work.
- 9.7320 No seniority shall accrue for non-bargaining unit work.

ARTICLE 10: WORK ASSIGNMENT

10.1000

10.1100 The purpose of a work assignment article is to provide a fair and consistent method of assigning bargaining unit work.

10.1200 Work currently being performed by bargaining unit members in state reimbursed programs shall remain bargaining unit work. Work previously, primarily assigned to supervisory or non-unit personnel shall continue to be assigned to those persons.

10.1300 Work shall not be assigned involuntarily.

10.1400 The appropriate calendar(s) shall be provided to the Association and individual members with the master schedule.

10.1500 Members shall be notified in a timely manner of the potential cancellation of work assignment(s).

10.1600 "Total Annual Assignment" shall refer to all work assigned to a member through the Annual Work Assignment Forum (AWAF), Open Work Forum(s) (OWF), and Seniority Search(es) prior to the next Annual Work Assignment Forum. "Assignment Segment" shall refer to each individual portion of a member's total annual assignment identified by a specific start date and end date.

10.2000 Work shall be assigned as described in one of the following three (3) categories, and be identified as such:

10.2100 Category 1: Work, including but not limited to teaching and counseling assignments, assigned by preference according to seniority in conformity with certification.

10.2110 A member must possess current non-temporary certification or licensure, as specified by the Michigan Department of Education or appropriate state agency guidelines, for assignment by seniority to any work requested.

10.2120 In the four (4) course areas designated below, there are essential qualifications, in addition to the state certification requirements, which are necessary for quality instruction and where state requirements are unattainable. Only members who possess these qualifications as determined and confirmed one week prior to AWAF/OWF or seniority search

by home district administrator or his or her designee will be considered for assignment by seniority to these course areas.

10.2121 Computer Science - General knowledge of, and familiarity with, the hardware designated in the course and specific knowledge of the software programs covered by the curriculum.

10.2122 GED Preparation (general) - Secondary certification in each of the areas of the GED examination: BX or BA - Writing Skills; BX, BA, or BR - Interpreting Literature and the Arts; CX - Social Studies; DX - Science; EX - Mathematics; or certification in two (2) of the areas plus eligibility for an annual substitute permit if a fully certified teacher is not available.

10.2123 ESL - Experience and/or training in teaching students for whom English is a second language, course work in a foreign language or linguistics, or appropriate non-English speaking international living experience.

10.2124 Sign Language - BX with fluent knowledge in sign language, or secondary certification or ninth grade endorsement in any area with fluent knowledge of sign language and eligibility for an annual substitute permit if a fully certified teacher is not available.

10.2130 Homebound assignments shall be Category 1 work.

10.2140 In the event that a member develops a pilot class, that member shall have first priority for assignment to all sections of that class. The member shall continue to have first priority for each section that the member continuously requests.

10.2150 Teaching assignments that are eligible to receive state school aid and counseling assignments shall remain Category 1 Work.

10.2160 This work shall count towards seniority.

10.2200 Category 2: Work, including but not limited to pre-start date, post-end date and work in addition to regular assignment(s), assigned by Employer selection following a posting and interview process. This

work, not having been assigned by seniority, shall not count towards seniority.

10.2300 Category 3: Emergency, short-term work, including but not limited to substituting, assigned by Employer selection. An emergency shall be defined as an unforeseen circumstance that calls for immediate action. This work shall not count towards seniority.

10.3000 Procedure for Category 1 Work Assignment

10.3100 Annual Work Assignment Forum (AWAF)

10.3110 Input shall be solicited and considered from Home District members for the development of a tentative master schedule of work.

10.3120 Appropriate Home District(s) master schedule of work, updated seniority list(s), proxy form, certification specifications, appropriate calendar(s) and the date, time and location of the Home District AWAF, shall be available for members to pick up by the **last Monday in April**. Said calendar(s) shall specify the duration of assignment(s) and designated date(s) for confirmation.

10.3130 Each Home District Administration will set the date and time and location for the AWAF during the first full week (Sunday through Saturday) of May. Doors will open at least one-half (1/2) hour before start time and will close promptly at the designated start time. **NO MEMBER WILL BE ADMITTED THEREAFTER.**

10.3140 A member may authorize a proxy to attend the AWAF. This signed authorization must be presented to the Home District Administration during roll call. Actions of the proxy on behalf of the member will be binding upon the member and administration shall be held harmless for all actions of the proxy.

10.3150 Work will be posted and assigned according to section 10.2100 of this Agreement in rounds. Work will be assigned based on **Current Certification**.

10.3160 Following each round, members will be given their assignment sheets. Acceptance of the assignment will be demonstrated by the member signing and returning the Assignment Sheet to the Home District Administrator or

Designee before the next round. If a member or member's proxy fails to sign and return his/her assignment sheet, the work will be considered released and will be posted for the following round.

- 10.3170 Failure to participate in person or by proxy in either the AWAFF or the following August or December OWF, will constitute a voluntary and irrevocable resignation from the consortium as a result of abandonment of employment by the member. If assigned in more than one home district, this failure will constitute a voluntary and irrevocable resignation from the home district in which the failure occurred.
- 10.3180 Work not assigned during the AWAFF that does not require immediate assignment will be posted in the next OWF.
- 10.3190 Work not assigned during the AWAFF which needs immediate assignment will be FAXED to all home districts for posting on the following Monday. Members interested in being considered for any non-home district work should express interest by 4:30 p.m. on said Monday. Members shall receive first consideration for such work and if assigned shall accrue seniority for such work.
- 10.3200 Open Work Forums: Open Work is bargaining unit work which has been vacated, redefined, or created after the last Monday in April or which is still unassigned following the Annual Work Assignment Forum (AWAFF).
- 10.3210 Each home district administration will set the date, time and location of the OWF to be conducted during the first full week (Sunday-Saturday) in August and first full week (Sunday-Saturday) in December. Should an additional Open Work Forum (OWF) appear to be necessary, it shall be brought to the Contract Review Team for resolution.
- 10.3220 OWF's will be held in each Home District. The doors will open at least one-half (1/2) hour before start time and will close promptly at designated start time. **NO MEMBER WILL BE ADMITTED THEREAFTER.**
- 10.3230 Participation in the Open Work Forum is optional.
- 10.3240 A member may authorize a proxy to attend the Open Work Forum. **Said authorization must be in writing.** However, actions of the proxy on behalf of the member will be binding

upon the member, and administration shall be held harmless for all actions of the proxy.

- 10.3250 Open work will be posted and assigned by Home Districts according to section 10.2100 of this Agreement in rounds. In order to prevent disruption of the instructional process, a member shall not be eligible for assignment to open work that requires a resignation from an assignment already begun. Upon being assigned open work, a member may relinquish any or all part(s) of his/her current work assignment not yet begun. That newly relinquished work is then made available in the next round at that Open Work Forum. This process continues in rounds until:
- 10.3251 There are no open work assignments left, or
- 10.3252 No participating member submits a bid, or
- 10.3253 No participating member is eligible for assignment.
- 10.3260 This work, having been assigned by seniority, counts towards seniority.
- 10.3270. Work not assigned at the close of an Open Work Forum.
- 10.3271 Any work not assigned in an Open Work Forum that does not require immediate assignment will be posted in the next Work Assignment Forum.
- 10.3272 Work not assigned during the OWF which needs immediate assignment will be FAXED to all home districts for posting on the following Monday. Members interested in being considered for any non-home district work should express interest by 4:30 p.m. on said Monday. Members shall receive first consideration for such work and, if assigned, shall accrue seniority for such.
- 10.3300 Seniority Search: A process to fill openings that require immediate staffing, whereby the Association identifies the most senior, certified and available member for assignment.
- 10.3310 In the event that previously assigned work becomes available for the duration of an assignment or new work becomes available between work assignment forums that requires immediate staffing, the Home District Administrator shall

notify the Home District Association Designee in writing to initiate a Seniority Search. The association shall be responsible for conducting the Seniority Search and notifying the Home District Administrator of the results in writing within twenty-four (24) hours.

10.3320 At the end of the twenty-four (24) hours an assignment shall be made based on the Seniority Search producing a certified available member. In the event that the Seniority Search produces no certified available member, Administration shall make the final assignment decision.

10.3330 This work shall count toward seniority.

10.3340 In the event that grievances are filed due to this process the association shall accept responsibility and will hold the administration harmless.

10.4000 The Employer may cancel sections of the master schedule only:

10.4100 Prior to the published class confirmation date, or

10.4200 Upon verification that no students are going to attend, or

10.4300 When no students are present for three (3) consecutive class sessions,
or

10.4400 Upon mutual consent between the member and the Employer.

10.5000 In the event a member requests, begins, and relinquishes a portion of his/her assignment, post start date of the relinquished portions, one of the following must occur:

10.5100 The member may apply for a partial unpaid leave under the provisions of article 15 of this Agreement. If the leave request is approved, the member shall not incur any work assignment restrictions; or

10.5200 The member's right to be assigned will be restricted as follows:

10.5210 The number of hours relinquished shall be deducted from the semester with greater number of hours assigned. This shall establish the maximum number of hours that a member may be assigned per semester during the next Annual Work Assignment Forum and subsequent Open Work Forums and any Seniority Searches prior to the next AWAFF.

- 10.5220 The member shall be notified, in writing, of this restriction prior to the next annual Work Assignment Forum.
- 10.5230 Repetition of relinquishments may also result in discipline of the member, in addition to the restriction specified above.
- 10.6000 If a member does not work for two (2) consecutive years, excluding approved leaves subject to article 15 of this Agreement, this shall be considered a voluntary and irrevocable resignation from the consortium as a result of abandonment of employment by the member. If assigned in more than one home district, this will constitute a voluntary and irrevocable resignation from the home district in which it occurs.
- 10.7000 Members are responsible for all fees associated with certification.
- 10.8000 Refusal of total assignment will constitute a voluntary and irrevocable resignation from the consortium as a result of abandonment of employment by the member. If assigned in more than one home district, this will constitute a voluntary and irrevocable resignation from the home district in which the refusal occurs.

ARTICLE 11: SUB-CONTRACTING

- 11.1000 The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by the Agreement.
- 11.2000 All sub-contracted work for which bargaining unit members are eligible shall be subject to the Work Assignment procedures set forth in the Agreement.

ARTICLE 12: PROFESSIONAL DEVELOPMENT AND EVALUATION

12.1000 Purpose:

- 12.1100 To promote program development through addressing student needs and improving instruction; and
- 12.1200 To foster professional growth. The employer is committed to fair and consistent treatment among members.

12.2000 Professional Development & Involvement:

- 12.2100 The Board recognizes the value of continuing professional development for members and will support those efforts to the degree that is permitted by budget limitations. Members are encouraged to access other funding sources to support professional development activities.
- 12.2200 All members will be required to attend a minimum of two (2) hours of professional development activities per year. Said hours will be paid as a non-instructional hourly rate or as release time. The employer will guarantee four (4) hours of paid professional development time per year, with additional hours made available at the discretion of the home district administrator. Conference fees and other professional development expenses may be covered at the discretion of the home district administrator. All professional development activities must be pre-approved by the home district administrator. The employer shall make available to members WISD workshop schedules, as well as other pertinent professional development schedules.
- 12.2300 Committees shall be communicated to WAEA members as they are formed and shall be filled on a voluntary basis. In the event that a committee has a limited membership and more volunteers than needed, the WAEA shall appoint their representatives from among the volunteers.

12.3000 Professional Development Action Plan (PDAP)

- 12.3100 It is understood that a Professional Development Action Plan is not the result of an unsatisfactory evaluation and may be initiated at any time by the member or administration with the exception of the time period between the formal observation and receipt of the final draft. A Professional Development Action Plan may be included as a goal in the final evaluation document.

12.3200 A Professional Development Action Plan shall include the following characteristics: clear timeline, measurable objectives, specified employer assistance where appropriate, and the stated area of performance to be addressed. The member will be given an opportunity to develop the Professional Development Action Plan with his/her Home District Adult Education administrator or his/her designee. The member will have the opportunity to discuss the outcomes and upon completion will receive a written report of progress.

12.4000 Member Evaluation

12.4100 For purposes of this article, a "working week" is any week in which the member works.

12.4200 Evaluation Cycle:

12.4210 First year members - two (2) written evaluations

12.4220 Second, third and fourth year members - one (1) written evaluation

12.4230 Thereafter - one (1) written evaluation every three (3) years

12.4240 This cycle reflects a minimum number of evaluations only. A member may request additional evaluations subject to administrative agreement.

12.4300 EVALUATOR

12.4310 Members assigned in multiple Home Districts shall be independently evaluated in each of the Home Districts.

12.4320 Evaluations shall be done by the Home District Adult Education administrator or his/her designee. Members will not be evaluated by other members.

12.4400 Members shall receive a copy of the evaluation instrument(s) on or before their first scheduled day of assigned work each contract year.

12.4500 OBSERVATIONS

12.4510 The evaluation shall consist of a minimum of one (1) formal observation and informal observation(s) summarized in one written document.

12.4520 A formal observation:

12.4521 must be at least thirty (30) consecutive minutes in length,

12.4522. requires that advance notification be given,

12.4523. is followed by a post-evaluation conference.

12.4530 An informal observation: the Employer's notice of a member's action(s) as they relate to his/her professional performance.

12.4540 No formal observations shall be conducted during the first two (2) weeks of an assignment or during the last week of an assignment.

12.4550 Members have the option of a conference prior to the formal observation.

12.4600 PLAN OF ASSISTANCE

12.4610 A Plan of Assistance originates with an evaluation and shall include the following characteristics: clear timeline, measurable objectives, specified employer assistance where appropriate, documented compliance, and the stated area of deficiencies to be improved. The amount of compensation and/or release time to complete Plan of Assistance activities will be the sole determination of administration. The member will be given an opportunity to develop the Plan of Assistance with his/her Home District Adult Education Administrator or his/her designee.

12.4620 If, during the evaluation, either the member or the evaluator determines a need for a Plan of Assistance, it will be attached to all copies of the final written evaluation.

12.4630 The contents of a Plan of Assistance may be appealed to a member's Home District administrator, then to the Consortium Director. In cases where the Consortium Director is the evaluator, the appeal will be made to the Director of Personnel. An appeal must occur within seven (7) calendar days of receipt of a Plan of Assistance and prior to the implementation of the plan.

12.4700 WRITTEN EVALUATION

- 12.4710 Within three (3) working weeks after the formal observation, the evaluator and member shall meet to discuss the draft of the evaluation. At the close of this conference, the member shall be provided with a copy of the final evaluation draft.
- 12.4720 Within three (3) working weeks after the above meeting, the official copy of the written evaluation shall be presented to the member. No changes will be made from the final draft in the determination of whether minimal performance standards have been met in each criteria item and the overall evaluation. If a Plan of Assistance was developed, it will be attached to all copies of this final evaluation.
- 12.4730 A copy of the evaluation shall be placed in the official personnel file in Willow Run Community Schools. A copy shall also be placed in the home district unofficial personnel file.
- 12.4740 The member shall sign the evaluation acknowledging receipt. Said acknowledgment shall include a disclaimer that states that the member's signature does not necessarily indicate agreement.
- 12.4750 Members shall have the opportunity to respond to the evaluation in writing within three (3) working weeks. Said response shall be attached to all copies of the evaluation and inserted in the member's official and unofficial personnel files.
- 12.4800 The contents of evaluations shall not be grievable.

ARTICLE 13: GRIEVANCE PROCEDURE AND BINDING ARBITRATION

13.1000 Definitions:

- 13.1100 A grievance is a claim by a member or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement that may be processed as a grievance as hereinafter provided. A grievance shall be submitted to the following grievance procedure with the exception of matters covered by the Teacher Tenure Law.
- 13.1200 For the purposes of this article, working days shall be defined as the days the member's program is in operation. The term member shall refer to the member and/or the Association.
- 13.1300 Any grievance not advanced to the next step by the Association within the time limit in that step or if no time limit specified within five (5) working days shall be deemed abandoned. Any time limit may be extended by the Employer or the member/Association mutually, in writing, and this new time limit shall prevail.
- 13.1400 Any information requested by the Association in processing a grievance shall be provided by the Employer free of charge.
- 13.1500 Timelines, should they prove unworkable, shall be submitted to the Contract Review Team for revision.

13.2000 Procedure:

- 13.2100 INFORMAL STEP: Within five (5) working days of the time the member has first knowledge of a violation, the member may present the complaint to his/her immediate supervisor during the member's non-teaching time. Within five (5) working days after presentation of the complaint, the supervisor shall give his/her answer orally to the member. If the member and the involved supervisor feel that the member's complaint can be resolved prior to processing said complaint to the Formal Step One of the Grievance Procedure, then upon written agreement of the supervisor and the member, the Informal Step of the Grievance Procedure may be extended for a time period which is mutually agreed upon.
- 13.2200 FORMAL STEP ONE: If the complaint is not resolved at the Informal Step, or, if the member chooses to begin at Formal Step One, the member may, within five (5) working days of the expiration of the Informal Step or of the first knowledge of the violation, present a "Statement of Grievance" in writing to his/her immediate supervisor

during the member's non-teaching time on the grievance report form. The "Statement of Grievance" shall name the member involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the member with respect to these provisions, indicate the relief requested, and be signed by the member. Within five (5) working days after the presentation of the grievance, the immediate supervisor shall give his/her answer in writing to the member.

- 13.2300 FORMAL STEP TWO: If the grievance is not resolved at Formal Step One, the member may, within five (5) working days of receipt of the immediate supervisor's answer, present the grievance to his/her designated home district administrator in writing on the grievance form during the member's non-teaching time. Within five (5) working days after presentation of the grievance, the home district administrator shall give his/her answer in writing to the member.
- 13.2400 FORMAL STEP THREE: If the grievance is not resolved in Formal Step Two, the member may, within five (5) working days of receipt of the home district administrator's answer, present the grievance in writing on the grievance form to the Consortium Director during the member's non-teaching time. The Consortium Director shall meet with the member within five (5) working days and shall give the member an answer in writing. The answer shall be made within five (5) working days of the grievance meeting. If further investigation is needed, additional time may be allowed by written mutual agreement of the Consortium Director and the Association President or Grievance Chairperson. (In the case of a prolonged absence of the Consortium Director, the Director of Personnel in the administering district shall handle the grievance at Formal Step Three.)
- 13.2500 FORMAL STEP FOUR: If the grievance is not resolved in Formal Step Three, the member may, within five (5) working days of the receipt of the Consortium Director's answer, present the grievance in writing on the grievance form to the Superintendent of the administering district. A meeting shall be held within five (5) working days with the administering district's Superintendent on the member's non-teaching time, unless a longer time is mutually agreed upon between the parties, to discuss the grievance. The administering district's Superintendent shall give his/her answer in writing within five (5) working days of said meeting.
- 13.2600 FORMAL STEP FIVE: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Formal Step Four, the Association shall have the right to appeal the dispute to an

impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within five (5) working days of the receipt of the administering district's Superintendent's answer, provided for in Formal Step Four.

13.2700 Powers of the Arbitrator: It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a final and binding decision in cases of alleged violation of specific articles and sections of this Agreement:

13.2710 He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement.

13.2720 He/she shall have no power to establish salary scales or change any salary rate of the Agreement.

13.2730 He/she shall have no power to rule on any of the following:

13.2731 The termination of services or failure to re-employ any probationary member.

13.2732 The placing of a non-tenure member on a fifth year of probation.

13.2733 Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (ACT IV Public Acts, Extra Session, of 1937 of Michigan, as amended.)

13.2740 All fees and expenses of the arbitrator, as well as filing fees of the American Arbitration Association, shall be paid by the filing party should the grievance be denied and dismissed. In the event that a grievance is sustained, all fees and expenses of the arbitrator shall be equally shared.

ARTICLE 14: SICK LEAVE AND PERSONAL BUSINESS TIME

14.1000 PAID SICK HOURS

- 14.1100 Members shall have four (4) paid sick hours per 60-hour assignment. A member may use available sick leave for family illness (spouse, parent, children). Such usage is subject to all other provisions in this article.
- 14.1200 The total number of sick hours available shall be computed at the beginning of the assignment. However, the hours will be paid only to the number possible to recoup via the payroll process. The member will receive retroactive compensation for any sick hours not paid at the time of illness as the hours are earned.
- 14.1300 In instances where the employer deems it is warranted, a bargaining unit member shall, upon request of the employer, authorize the release of medical information necessary to determine if the bargaining unit member's use of sick leave time is appropriate.
- 14.1400 An employee may carry over to the following school year a maximum of 60 earned unused sick hours.

14.2000 Home district member interest and availability for substituting shall be garnered. A master consortium list of substitutes shall then be compiled. A copy of this list shall be provided to the Association. Upon notification of absence to the designated supervisor, members may suggest a preferred substitute(s).

14.3000 PERSONAL BUSINESS TIME

- 14.3100 Members who are currently assigned and working may access two (2) of the four (4) sick hours per 60 hour assignment for personal business time up to a maximum of four (4) days per year. Personal business time will be deducted from sick time:
- 14.3110 A maximum of two (2) personal business days for employees working less than ten (10) months.
- 14.3120 A maximum of four (4) personal business days for employees working ten to twelve (10-12) months who work a minimum of 12.5 hours a week.
- 14.3200 Half-day increments are acceptable. Personal business days may not be taken immediately preceding or following any designated program

holiday nor attached to an unpaid vacation day nor following two (2) consecutive sick days.

14.3300 Members will be paid for personal business time and a substitute will be obtained, subject to the same provision for payment found in 14.1200.

14.3400 A member must notify his/her designated supervisor forty-eight (48) hours in advance of the desired usage. All personal business time requests are subject to administrative approval.

ARTICLE 15: UNPAID LEAVES and VACATION TIME

15.1000 Members shall be eligible for unpaid leaves for the following five (5) reasons:

15.1100 Child Care

15.1200 Personal/Family Illness (Self, spouse, parents, children)

15.1300 Military (In accordance with PA 145 of 1943 as amended)

15.1400 Education as it relates to consortium employment

15.1500 Family Medical Leave, as covered by the Family Medical Leave Act (FMLA)

15.2000 A planned leave shall be defined as any leave where there is opportunity for advance notice preceding the commencement of an assignment. Timelines for planned leaves shall be as follows:

15.2100 Leaves shall be requested in writing on a form provided by the Consortium Administration and shall include, but not be limited to, the planned date of return.

15.2200 Requests shall be submitted to the Home District Administrator who shall forward to Consortium Administration for final approval.

15.2300 Maximum duration of planned leaves shall be as follows:

15.2310 Child Care: maximum of 12 months;

15.2320 Personal/Family Illness: maximum of 12 months;

15.2330 Military: maximum of the period determined by military orders plus two (2) weeks;

15.2340 Education: maximum of one college/university semester per twelve (12) month period.

15.2350 Family Medical Leave, as covered by the Family Medical Leave Act (FMLA): maximum of twelve (12) weeks

15.3000 An emergency leave shall be defined as any leave where there is not opportunity for advanced application and occurs during the course of a semester assignment. Timelines for requests for emergency leaves shall be as follows:

- 15.3100 Leaves shall be requested in writing on a form provided by the Consortium Administration as soon as possible and shall include, but not be limited to, reason and anticipated date of return.
- 15.3200 Requests shall be submitted to the Home District Administrator who shall forward to Consortium Administration for final approval.
- 15.3300 Emergency leaves shall be limited to the end of the semester or four (4) months in programs where semester designations are not made, at which time the member may apply for a planned leave. The combination of the emergency and planned leaves shall not exceed a maximum of one (1) year (12 months) in duration.
- 15.4000 Seniority shall be frozen as of the effective date of the leave. Hours accrued to that date shall be credited toward the member's seniority according to the established formula.
- 15.5000 To the extent possible, vacancies that occur as a result of an unpaid leave will be filled with existing bargaining unit members and impact on students will be kept to a minimum.
- 15.6000 Members in assignments which span forty (40) or more calendar weeks will have access to unpaid vacation time.
- 15.6100 Vacation time shall be awarded as of July 1.
- 15.6200 Vacation time shall not exceed twenty-one (21) days. Time may be used in half-day increments.
- 15.6300 A member must inform his/her designated supervisor in writing of the intention to use vacation time two (2) calendar weeks prior to requested vacation commencement.

ARTICLE 16: NEGOTIATION PROCEDURES

- 16.1000 Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term unless mutually agreed. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
- 16.2000 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 16.3000 There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereinafter employed by the Employer.
- 16.4000 The Employer agrees to furnish without cost to the Association, in response to reasonable requests, all available information concerning its financial resources and expenditures.

ARTICLE 17: CONTINUITY OF OPERATIONS

17.1000 The Association and each individual employee agree that they will not cause, direct, instigate, participate in, authorize, encourage or support any strike or withholding of services, in whole or in part, against the Employer or a Home District by any employee or group of employees for any purpose whatsoever under penalty of discharge.

ARTICLE 18: FRINGE BENEFITS

18.1000 Health Insurance

18.1100 Bargaining unit members assigned twenty-two (22) or more hours consortium-wide per week, computed on a fifteen (15) week semester, shall receive \$300 per month toward the purchase of health care insurance from a designated health care provider.

18.1200 In the case of spouses within the same bargaining unit, each shall receive the aforementioned stipend toward the purchase of two-person or full family insurance.

18.1300 When permitted by the provider, members shall have access to dental, optical, and/or prescription co-pay riders with the member assuming the premium difference beyond the monthly stipend.

18.1400 Eligibility:

18.1410 Eligibility for the health insurance stipend shall be determined as of confirmation of assignment to twenty-two (22) hours or more consortium-wide per week, computed on a fifteen (15) week semester.

18.1420 If the member's hours drop below 22 hours consortium-wide per week during the period of September through May, this will result in the following:

18.1421 If the reduction is involuntary, the stipend will be continued for the remainder of the original twelve (12) month period.

18.1422 If the reduction is voluntary, that is, the resignation of assigned hours resulting in an assignment of fewer than twenty-two (22) hours per week consortium-wide, the stipend is immediately discontinued.

18.2000 Life insurance in the amount of \$10,000 shall be purchased by the Employer for each member. The carrier shall be selected by the Employer.

18.3000 Long term disability insurance covering 70% of the employee's bi-weekly gross compensation. The LTD shall have a waiting period of 60 calendar days.

18.4000 Fringe benefits shall be provided on a twelve (12) month basis, from November 1 through October 31 OR February 1 through January 31.

**ARTICLE 19: CONSORTIUM RECONFIGURATION, PROGRAM
RELOCATION
AND/OR ACQUISITION,
AND/OR CHANGE IN FUNDING STRUCTURE**

- 19.1000 The Association will be informed of any potential reconfiguration of the consortium, program relocation and/or acquisition, and/or a change in funding structure that would impact the consortium. Specific questions regarding the application of the provisions of this Agreement will be referred to the Contract Review Team for resolution.
- 19.2000 If districts are added to the consortium, new members will become subject to the provisions of this Agreement. Seniority will be thus determined and a new home district seniority list will be generated.

ARTICLE 20: AGREEMENT

- 20.1000 This Agreement entered into this 9th day of July 1998 by and between the Willow Run Community Schools, hereinafter called the "Employer," and the Washtenaw Adult Education Association, hereinafter referred to as the "Association," affiliated with the Michigan Education Association and the National Education Association. Any contractual reference to "Association" shall refer only to members of the bargaining unit as defined in article 3 of this Agreement.
- 20.2000 This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- 20.3000 All rules, regulations, and practices of the Employer that are not contrary to the provisions of this contract shall remain in full force and effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE 21: COMPENSATION

INSTRUCTIONAL HOURLY COMPENSATION		
Bachelors Degree		
	1997-98	1998-99
Step One	20.38	20.79
Step Two	21.51	21.94
Step Three	22.37	22.82
Step Four	23.43	23.90
Step Five		25.04
Masters Degree		
	1997-98	1998-99
Step One	21.02	21.44
Step Two	22.19	22.63
Step Three	23.05	23.51
Step Four	24.14	24.62
Step Five		25.78
NON-INSTRUCTIONAL HOURLY COMPENSATION		
Bachelors Degree		
	1997-98	1998-99
Step One	16.35	16.68
Step Two	17.12	17.46
Step Three	17.84	18.20
Step Four	18.52	18.89
Step Five		19.69
Masters Degree		
	1997-98	1998-99
Step One	17.12	17.46
Step Two	17.63	17.98
Step Three	18.37	18.74
Step Four	19.26	19.65
Step Five		20.60

**Project Education
1998-99 INSTRUCTIONAL COMPENSATION**

Bachelors Degree

number of classes:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Step One	1,282	2,564	3,846	5,128	6,410	7,692	8,974	10,256	11,538	12,820	14,102	15,384	16,666	17,948	19,230	20,512	21,794	23,076
Step Two	1,353	2,706	4,059	5,412	6,765	8,118	9,471	10,824	12,177	13,530	14,883	16,236	17,589	18,942	20,295	21,648	23,001	24,354
Step Three	1,407	2,814	4,221	5,628	7,035	8,442	9,849	11,256	12,663	14,070	15,477	16,884	18,291	19,698	21,105	22,512	23,919	25,326
Step Four	1,474	2,948	4,422	5,896	7,370	8,844	10,318	11,792	13,266	14,740	16,214	17,688	19,162	20,636	22,110	23,584	25,058	26,532
Step Five	1,544	3,088	4,632	6,176	7,720	9,264	10,808	12,352	13,896	15,440	16,984	18,528	20,072	21,616	23,160	24,704	26,248	27,792

Masters Degree

number of classes:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Step One	1,322	2,644	3,966	5,288	6,610	7,932	9,254	10,576	11,898	13,220	14,542	15,864	17,186	18,508	19,830	21,152	22,474	23,796
Step Two	1,396	2,792	4,188	5,584	6,980	8,376	9,772	11,168	12,564	13,960	15,356	16,752	18,148	19,544	20,940	22,336	23,732	25,128
Step Three	1,450	2,900	4,350	5,800	7,250	8,700	10,150	11,600	13,050	14,500	15,950	17,400	18,850	20,300	21,750	23,200	24,650	26,100
Step Four	1,518	3,036	4,554	6,072	7,590	9,108	10,626	12,144	13,662	15,180	16,698	18,216	19,734	21,252	22,770	24,288	25,806	27,324
Step Five	1,590	3,180	4,770	6,360	7,950	9,540	11,130	12,720	14,310	15,900	17,490	19,080	20,670	22,260	23,850	25,440	27,030	28,620

21.1000 Members new to the consortium shall be placed on Step 1 of the appropriate schedule unless they have adult education experience in which case, they may be placed at a higher step as determined by the Employer.

21.2000 Movement within a scale shall occur one (1) time per contract year on July 1. Movement between scales will occur the first pay period following documentation of degree.

21.3000 INSTRUCTIONAL COMPENSATION

21.3100 Instructional compensation reflects one (1) hour of preparation time for every four (4) contact hours. Preparation time is defined as follows: Those activities a member performs in order to present quality instruction (i.e., identifying the objective of a lesson, planning activities to reach the objective, selection of delivery method, etc.); the evaluation of lessons and students; and recordkeeping functions of documenting students' progress and attendance according to state and local policy.

21.3200 In instances where two (2) members are being paid for the same hour, instructional time will be paid to only one (1). The instructional time will be paid to the absent member because it is expected that preparation will be by the same. However, by mutual consent of administration and the absent member, this may be reversed and instructional time paid to the replacement employee. In instances of approved unpaid leaves or vacation time, the instructional rate shall be paid to the replacement employee.

21.4000 PROJECT EDUCATION

21.4100 Beginning with the 1998-99 school year, members assigned to Project Education shall be compensated on a salaried basis.

21.4200 The annual salary shall be based on 180 student instructional days and five (5) additional teacher records days.

21.4300 Each Project Education teacher shall elect once each year, when requested by the administration, one (1) of the following pay options with respect to payment of his/her annual contracted salary:

- twenty-one (21) equal bi-weekly pays; or
- twenty-six (26) equal bi-weekly pays.

21.5000 No later than August 7, 1998, all members who have an assignment for the 1998-99 school year shall receive a lump sum payment equivalent to 0.5% of their previous year's wages.

ARTICLE 22: DURATION OF AGREEMENT

22.1000 This Agreement shall be effective as of July 1, 1997 and shall continue in effect until the 30th day of June 1999.

SIGNATURES

W.A.E.A. / M.E.A.

BOARD OF EDUCATION

By Virginia Dakesian
Its President

By Myra Smith
Its President

By Paul A. Pursutt
Its Negotiating Team Member

By Claudette Bonetto
Its Secretary

By A. Robert Bush
Its Negotiating Team Member

By John Cole
Its Chief Negotiator

By Leticia Rossmel
Its Negotiating Team Member

By Sally Captain
Its Negotiating Team Member

MASTER AGREEMENT GLOSSARY

- ADMINISTERING DISTRICT** - The district which assumes responsibility for administrative, management, operational, pupil accounting, and financial policies concerning state funded adult education programs for all participating districts within the consortium. This includes all policies pertaining to the hiring and working conditions of consortium personnel and, thus, becomes the employer.
- ASSIGNMENT CONFIRMED** - Work that is committed to as of the identified confirmation date in the Master Schedule used for assignment purposes.
- ASSIGNMENT PREFERENCE** - Work, as identified and described in the Master Schedule, to which a member requests assignment according to provisions in the Work Assignment article.
- CERTIFIED** - Holding a valid Michigan teaching certificate with appropriate subject area endorsements.
- COMPENSATION, INSTRUCTIONAL** - Hourly rate paid to bargaining unit members for all work requiring preparation assigned via the Work Assignment provision.
- COMPENSATION, NON-INSTRUCTIONAL** - Hourly rate paid to members for work tangential to instruction and counseling (staff meetings, in-services, committees, etc.) and substitute assignments where preparation is not required.
- CONTRACT REVIEW TEAM** - A group of 3-5 members and 3-5 administrators who meet regularly to review the contract and propose changes.
- COOPERATING DISTRICT** - Any district which, by local Board action, enters into an annual agreement with an administering district for the purpose of conducting adult education programs and agrees to operate the programs as a direct extension of that district's program.
- DAY** - Calendar day, unless otherwise specified.
- DAY, MEMBER WORK** - Total number of hours to which a member is assigned on any specific calendar day. Half day is one-half the total number of hours to which a member is assigned on any specific calendar day.
- DAY, WORKING** - One of Monday through Friday, excluding holidays, during which the member's program is in operation.
- DECENTRALIZED CONSORTIUM** - A decentralized consortium consists of districts which retain individual autonomy to the degree permitted by legislative compliance guidelines. A superintendent's council, composed of superintendents from all cooperating districts, shall be formed to advise the administering district on policies pertaining to the planning and operations of the adult education

programs. (For reference: A centralized consortium consists of the administering district simply expanding its geographic boundaries for purposes of adult education programming, utilizing the facilities of the cooperating district(s). The cooperating district(s) have little or no input into the planning and operations of the program.)

EMERGENCY - An unforeseen circumstance which calls for immediate action.

EMPLOYER - Willow Run Community Schools Board of Education for the Adult Education Consortium (See "Administering District").

END DATE - The last date of regularly scheduled classes as specified in the Master Schedule.

EVALUATION - Shall consist of a minimum of one (1) formal observation and informal observation(s), summarized in one (1) written document.

FORMAL OBSERVATION - (a) Must be a minimum of 30 consecutive minutes in length; (b) requires that advance notification be given; and (c) is followed by a post-observation conference.

HOME DISTRICT - The participating district that has the administrative responsibility for the program.

INFORMAL OBSERVATIONS - The employer's notice of a member's action(s) as they relate to his/her professional performance.

MEMBER - Bargaining unit employee of the Willow Run Community Schools' Board of Education for the Adult Education Consortium.

PARTICIPATING DISTRICTS - All member districts of the consortium.

PERSONAL BUSINESS - Any activity that cannot be scheduled for a time other than the member's assignment, thus necessitating an absence from work.

PERSONNEL FILE, OFFICIAL - Contains items pertaining to employment and performance; maintained in the Personnel Office of the administering district.

PERSONNEL FILE, UNOFFICIAL - May contain items pertaining to employment and performance; maintained in the Adult Education office(s) of the Home District to which the member is assigned.

PILOT CLASS - A specific class designed, developed and implemented by a member. Pilot programs/classes shall not be intended to displace members who have previously held an assignment of the same or similar classes.

PLAN OF ASSISTANCE - Originates with an evaluation and shall include the following characteristics: clear timelines, measurable objectives, specified employer assistance where appropriate, documented compliance, and the stated area(s) of deficiency(ies) to be improved.

PROFESSIONAL DEVELOPMENT ACTION PLAN (PDAP) - Shall consist of the following characteristics: clear timeline, measurable objectives, specified employer assistance where appropriate, and the stated area of performance to be addressed.

RESPONSIBILITY FOR RETENTION (Evaluation) - Not a quantitative assessment but an expectation that members will make contact with students not attending to determine why they are not in attendance, why dropped (if appropriate), and encourage them to attend or re-enroll.

SCHOOL BUILDING - Any building used for Willow Run Adult Education Consortium programs owned, leased and/or controlled by a Home District.

START DATE - Date classes begin as specified in the Master Schedule.

WORK - Work performed by bargaining unit members.

WORK SITE - A location where the consortium program is operated but not owned or controlled by a Home District.

WORKING WEEK - Any week in which the member works.

YEAR - Contract and compensation: July 1 - June 30

- seniority: July 1 - June 30

- medical insurance: November 1 - October 30 or February 1 - January 31

- evaluation: two (2) full semesters of employment; in non-traditional programs, a semester shall be defined as one-half the number of weeks of a scheduled program operation, commencing July 1.

- leaves: 12 months

- payroll deductions: the period beginning with the first member working day as specified in the Master Schedule.



