

Collective Bargaining Agreement

Between

**Ypsilanti Community Education Association, MEA-NEA
“YCEA”**

**And the
Board of Education
Ypsilanti Community Schools**

May 7, 2018 – June 30, 2020



YPSILANTI

COMMUNITY SCHOOLS

1885 Packard Road

Ypsilanti, MI 48197

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ARTICLE 1 - RECOGNITION

- Section 1. The Ypsilanti Community Schools ("District") hereby recognizes the Ypsilanti Community Education Association, MEA-NEA ("Association") as the exclusive representative for the purpose of collective bargaining for all salaried certified teachers, psychologists, social workers, speech and language pathologists, teacher consultants, occupational and physical therapists, nurses, counselors, adult education teachers and family support specialists employed by the District; but excluding all substitute or temporary teachers, administrators, managers, directors, executives, supervisors, coordinators, computer/IT staff, community liaisons, behavior interventionists, business office staff, human resources staff, temporary employees, seasonal employees, substitutes, non-teaching adult education staff, extra-curricular staff not otherwise included in the unit, staff in pilot programs who are not employees already in the bargaining unit due to their other regular assignments (not to exceed two years), paraprofessionals, associate teachers, security staff, non-certified library staff, all employees included in any other bargaining unit of the District, and all other employees of the District.
- Section 2. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.
- Section 3. It is expressly understood that non-bargaining unit employees may perform bargaining unit work only in emergencies, in circumstances not resulting in the layoff of bargaining unit members, and otherwise as agreed to by the parties.

ARTICLE 2 - BOARD RIGHTS

- Section 1. Except as specifically stated to the contrary in this Agreement, nothing in this Agreement is to be construed as limiting the District's or its Board of Education's rights as provided by Michigan law. Therefore, the District retains all rights it had prior to the making of this Agreement except as specifically provided in this Agreement.
- Section 2. Among those rights the district retains, without limitation except as provided above, are the right: to manage District operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of instruction, operations or equipment (including on-line/distance learning); to determine the curriculum and means for educating students, including determining class size; to determine qualifications; to determine and modify the size of the workforce, including the right to determine when vacancies exist and the means for filling vacancies; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the school facilities and its programs including the right to select, hire, promote, schedule, demote, discipline, lay off, assign, transfer, train and terminate employees; to determine the hours and days of work, instruction and breaks; to determine rates of pay and types of employee benefits; to determine performance evaluation instruments and standards and to evaluate employees; to subcontract any part of its operations; to select and determine supervisory and non-supervisory staff; to bid/negotiate or not bid/negotiate, or to rebid, renegotiate or not rebid/renegotiate, contracts; to renew or not renew employment agreements, and to set their terms; to make and change work assignments, and to transfer or reassign employees; to determine and change starting times, quitting times, schedules and days of work; to establish and operate

pilot programs; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, and practices; and to assign duties to employees in accordance with the needs and requirements of the District, as determined by the District and as required by law.

- Section 3. The District shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement and the Teachers' Tenure Act.

ARTICLE 3 - ASSOCIATION AND TEACHER RIGHTS

- Section 1. The provisions of this Agreement represent the wages, hours, and terms and conditions of employment negotiated between the Board and the Association pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.
- Section 2. The Association shall have the right to use the school buildings and facilities at reasonable hours outside of the regular schools' hours for meetings, providing that arrangements are made sufficiently beforehand (normally at least five work days) with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. The Association agrees to promptly pay the District for any labor costs incurred by the District due to the Association's use of the facility, including the cost of any custodial or maintenance staff the District requires to be present during such use.
- Section 3. Bulletin board, e-mail, mailboxes, and other media of communication shall be made available for the Association's reasonable use for official Association business. Such use must conform to District policies and procedures, and shall not be used to disparage the District or its staff or programs or to interfere with District operations.
- Section 4. Representatives from the Association and District shall meet once a month during the school year to discuss issues that relate to the contract and working conditions, and collaborate on solutions for these issues unless canceled by mutual agreement.
- Section 5. The District recognizes the principle of progressive discipline. Progressive discipline shall mean a progression whereby the discipline may become more severe with each subsequent instance in which discipline is determined to be appropriate. The steps of progressive discipline may include (1) discussion of the problem or a verbal reprimand with written documentation, (2) written reprimand, (3) suspension, and (4) discharge. The level of discipline given in any instance shall be determined by the District, including immediate discharge.
- Section 6. Any formal disciplinary reprimand or other disciplinary action shall be issued in private.
- Section 7. Any disciplinary document or individualized counseling or corrective directive placed in a teacher's personnel file shall be shown to the teacher before it is placed in the file.
- Section 8. On days of student attendance, Professional Development days, when an outside speaker(s) is scheduled to present (except the first day back), employees shall wear

clothing and otherwise present themselves in a manner that the District reasonably determines meets the standard for business casual, is professional and appropriate for their classroom assignment. As a general guideline, business casual standards typically include items such as khaki pants, slacks, capris and skirt (no shorter than 4" above the knee), short-sleeved polo shirts and long-sleeved collared shirts (but excluding shorts, cargo pants, sweatpants, jeans, athletic shoes, spaghetti strapped tops, tight or short skirts, T-shirts and sweatshirts). On the last day of the week and during summer session, that standard is modified to permit the wearing of appropriate denim attires, but only if not torn or frayed. Employees are encouraged to wear appropriate attire with District or building related logos. If the District determines that an employee's appearance is not up to the business casual standard, the employee shall be counseled by the Administration. Further instances of such conduct may subject the employee to more formal actions, including discipline.

- Section 9. The District shall provide reasonable assistance in preparation for and moving a classroom. If a teacher is involuntarily transferred and the move must be done outside of the regular workday, the teacher may seek preapproval to receive a \$200 stipend.

ARTICLE 4 - PROBATION AND OTHER JOB STATUS

- Section 1. All employees in positions and whose employment is covered by the Teachers' Tenure Act shall serve probationary periods as required by that Act, and to the extent they are awarded tenure under that Act, their employment shall be administered in accordance with that Act. Accordingly, the termination, demotion, layoff and denial of tenure of these employees shall not be subject to the Grievance Procedure in this Agreement or arbitration under their individual contracts.
- Section 2. Employees whose positions are not covered by the Teachers' Tenure Act shall serve a probationary period of up to five years as determined appropriate by the District. Once said employees have successfully completed, in the sole discretion of the District, their probationary periods, said employees may only be terminated or demoted for reasons that are not arbitrary or capricious.
- Section 3. In the event the arbitrary and capricious standard applicable to tenured employees under the Teachers' Tenure Act is modified by the Legislature, then the District agrees that it will meet with the Association for the purpose of negotiating over the standard(s) which shall be applied to employees under this Article.

ARTICLE 5 - WORK SCHEDULES

- Section 1. The normal scheduled work week for employees shall not exceed 37.5 hours based on a maximum 7.5 hour day, 5 days a week, except for negotiated holidays and break periods. Each employee shall be allowed a daily, minimum 30-minute duty-free lunch. When classes are in session, employees are to report to work at least 15 minutes before the start of the school day for students at that building or facility. Employees also may be required to attend during, before or after the student school day: meetings; programs; after school or evening special events such as fun nights, curriculum nights, interest fairs, and other building/extra-curricular events; PTO and school board meetings; open houses; and parent-teacher conferences. All employees (excluding high school) are required to attend fall open house and three (3) other events per academic year. High school employees are required to attend

fall open house and graduation ceremony, plus two (2) additional evening events per academic year. Employees will not be required to attend more than four (4) events per academic year during times other than the normal workday, exclusive of parent-teacher conferences. Staff will normally be given at least 3 days' notice of a need to attend such an event.

Section 2. Notwithstanding the above, employees may be required to attend staff meetings of up to 4 hours per month.

Section 3. The parties will negotiate a traditional and balanced calendar structure which shall be in place for the life of this Agreement unless changed through further bargaining at the request of either party. The actual calendars for each year shall be consistent with the negotiated structure. Schedules for staff may vary by position/assignment.

Section 4. The District may reschedule days schools are closed for students and employees covered by this Agreement due to power outages or other reasons not in the District's control if the amount of these days causes the District to go below the state minimum number of required instructional hours and/or student days. Said rescheduled days shall be worked without additional compensation provided said employees were not required to report to work on the closed days.

Section 5. a. All full-time classroom teachers shall normally receive no less than 250 minutes of preparation and planning time per week with no less than an average of 50 minutes of this time to be for daily preparation and planning time. During each day, there shall be at least one block of individual planning time which shall be no less than 25 consecutive minutes. The District shall endeavor to keep individual planning times equal among the elementary schools.

b. If any classroom teacher does not receive his or her individual planning time due to providing coverage for another teacher, or if a non-classroom teacher employee is assigned to provide coverage for a classroom teacher, the employee shall be compensated at the rate of \$25.00 per class.

Section 6. Family Support Specialists

Family Support Specialists (FSS) will be scheduled to work a school year equal to all other bargaining unit members, the length of which is currently 187 days. Actual days worked by the Family Support Specialists may differ from other unit members. Election of the 187 days may be submitted prior to the school year, and is subject to editing and updating, as needed by either the FSS or Administration. FSS working beyond 187 days are required to obtain written approval from the Superintendent (or designee) and will be paid their per diem rate.

ARTICLE 6 - CLASS SIZE AND STUDENT PLACEMENT

Section 1. Subject to the provisions below, the District class sizes per regularly assigned class shall be subject to the following maximum numbers of students attending (i.e., physically present during the days preceding the count day) the class:

Transitional Kindergarten – 20 students per class*

Kindergarten – 25 students per class

1st and 2nd grade – 30 students per class

3rd through 6th grades – 32 students per class
7th through 12th grades – 32 students average
Alternative Education classes – 16 students average

*For 2017-2019 Pilot Years, only. Future years subject to renegotiation.

- Section 2. The count of students for the purposes of this provision shall be the count in the classrooms on the tenth (10th) school day after the official State count day for each semester. Any overage stipends payable under this Article shall be paid on or before the end of the semester to which the stipend is applicable, provided the teacher completes that semester.
- Section 3. An elementary teacher who is a split-level classroom teacher shall receive a stipend of \$400 per applicable semester. The District shall endeavor to keep the maximum number of students to two (2) less than whichever grade level has the lowest class size limit.
- Section 4. The above class size limits do apply to the unified arts (physical education, art, music, technology, etc.) at all levels, or co-teaching arrangements.
- Section 5. The above class size limits do not apply to the performing arts (band, choir, orchestra, etc.) or special education classes. If any performing arts class exceeds 60 students, there shall be an additional teacher assigned to the classroom.
- Section 6. The District shall endeavor to have equal or close to equal numbers in the same grade level classrooms at the elementary level within each elementary building. If the class size of self-contained classroom exceeds the applicable class size limit for a given semester, and subject to the following, the classroom teacher shall receive \$500 per extra student per semester. In the event the overage is due to space limitations in the building at issue, however, in lieu of an overage stipend the District may provide partial relief through such means as the provision of an intervention teacher.
- Section 7. If the class size of a non-self-contained class exceeds the applicable class size limit for a give semester, the teacher shall receive \$100 for the term including the Fall count, and \$100 for the term including the Spring count, for each student over the class size limit as defined in Section 2, above.
- Section 8. When the number of students on Teacher Consultant or Resource Room caseloads in an elementary class is seven or more, co-teaching may be considered to provide additional support. Any co-teaching arrangement must be voluntary and shall be subject to the ongoing approval by the District.
- Section 9. Within each building, during the initial scheduling and on an ongoing basis, the District shall endeavor to reasonably balance students who are on IEPs or 504 plans, who are in the same grade level or in a specific class, among all sections of that grade or class. This does not apply to situations involving co-teaching or other alternate teaching settings.
- Section 10. The District shall inform teachers about placement of students who have an IEP or who have qualified for Section 504 accommodations by at least the day prior to receipt of the students, if feasible, unless the day is student count day. The purpose is to provide information to the receiving teacher(s) and get information regarding the conditions of the classroom(s) where the placement is contemplated pertaining to the appropriateness of the placement.

Section 11. The District will provide the Association with class size data in early November of each year and early in March of second semester, but after the final counts are reported to the State. If the Association makes a written request within 10 school days to meet with the District to discuss the information so provided, the parties will meet for that purpose. If the parties agree that the class sizes are in some way problematic, they shall also discuss options for addressing the problem(s).

ARTICLE 7 - PAID LEAVES

Section 1. Paid leaves are absences from scheduled workdays during which eligible employees are paid. A statement of paid time off can be found on each employee's pay check stub. Said days shall have no cash value upon termination for any reason.

Section 2. Paid Time Off

- a. Full-time employees shall earn the equivalent of 12 days of paid time off ("PTO") per academic year. For District record-keeping purposes, each day of PTO shall be 7.5 hours. Part-time employees shall receive PTO on a pro-rated basis based on the percentage of their regular assignment of a full-time assignment. When employment begins after the beginning of an academic year, PTO accrual shall be prorated for that academic year. Employees in their first year of employment with the District shall be credited with half of their PTO at the beginning of each semester. In subsequent years, employees shall be credited with all of their PTO at the beginning of the school year. In the event of separation for any reason during a regular academic year, however, any prorated portion of such accrual used but not earned shall be due to the District as an overpayment, and shall be deducted from the employee's last pay, if possible.
- b. PTO may be used for any reason other than for the purpose of extended vacation or travel (e.g., week long vacations, pre-planned leisure travel, etc.) unless otherwise approved by the Superintendent. Except in cases of illness or the when the PTO is used to care for someone else who is ill, the employee shall provide the District with at least 3 days prior written notice of the PTO to be used. In other circumstances, the employee shall provide the District with at least two hours prior notice, if possible. Notwithstanding the above, PTO may not be used the day before or after a holiday unless approved by the Superintendent or his/her designee. PTO must be used in half-day (i.e., 3.75 hour) increments.
- c. The proper procedures for securing substitute coverage must be followed by any employee using PTO.
- d. The maximum PTO accrual shall be 60 days. If an employee has at least 30 days in his or her PTO bank, then he or she may cash-in up to 6 days a year at the substitute rate. Employees will be allowed to do so once per year as determined by the District. Days used in excess of 12 in one school year may only be used for sick leave. A doctor's note may be required if an employee uses more than 12 PTO days in a school year or has a pattern of absences suggesting an abuse of the PTO program (e.g., frequent use for sick leave purposes or frequent extensions of weekends).

Section 3. Paid Bereavement Leave Days

- a. Full-time and regular part-time employees shall be granted bereavement leave necessary for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's immediate and extended family as described below. Bereavement leave shall not be deducted from an employee's PTO.
- b. Up to 5 days shall be granted if needed for this purpose with respect to a member of the employee's immediate family. "Immediate family" is defined as parent, child, spouse, and domestic partner.
- c. Up to 3 days of bereavement shall be granted if needed for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's extended family shall be granted. "Extended family" shall be defined as grandparent, sibling, step sibling, brother/sister-in-law, mother/father-in-law, and step parent.
- d. Bereavement leave may be extended beyond the above allotments with the approval of the Superintendent or designee. Any additional days that are approved must be taken as leave without pay if the employee has no PTO available, or taken as PTO if it is available.

Section 4. Jury Duty

- a. Full-time and regular part-time employees called to serve on a jury at a court of record will be granted paid leave from their regularly scheduled workdays for this purpose upon notification and presentation of proper documentation. The employee shall keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.
- b. Any per diem compensation received for jury service by the employee on paid jury duty leave will be turned over to the District or, at the District's discretion, offset against the employee's pay.
- c. The employee must keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.

Section 5. Military Duty

- a. Full-time and regular part-time employees who must serve two weeks per year with the National Guard or Army Reserve will be granted leave from work with pay for this purpose.
- b. Any per diem compensation received by the employee will be turned over to the District or, at the District's discretion, offset against the employee's pay.

ARTICLE 8 - UNPAID LEAVES OF ABSENCE

Section 1. General Unpaid Leave Policy

All employees may be granted unpaid leaves. Whenever possible, requests for unpaid leave must be made in advance, in writing, to the Human Resources Office and include a statement of the reason for the request. The granting of such requests

for unpaid leave is at the District's discretion, and such factors as the employee's record and the impact such a leave will have on operations, will be considered.

- a. Unpaid leaves will normally be for a fixed duration of no more than 30 calendar days, with exceptions due to recovery from illness or disability or other extenuating circumstances considered. Leaves may be extended if requested before their expirations when possible, but for no longer than for a total of 90 calendar days, and not in addition to FMLA leave. The employee will normally be returned to his or her former position upon the conclusion of the leave, if it is available, or a substantially similar position. Failure to return to work as scheduled by the expiration of the leave will be deemed to be voluntary termination of employment.
- b. Subject to the terms, conditions, and limitations of applicable health plans, District sponsored health insurance benefits will continue for the duration of the leave. Employees on unpaid leave, greater than 14 calendar days, are responsible for a prorated monthly premium, based on the amount of unpaid leave, toward health insurance and must forward that contribution to the District on a monthly basis. Sick benefits, as may be applicable, will not continue to accrue during an unpaid leave of absence. Earning resumes upon return to active status.
- c. Employees may not engage in any other employment during any leave of absence unless approved by the District in advance. Violation of this requirement may result in termination.
- d. If an employee fails to report to work promptly at the end of the approved leave, the employee may be subject to corrective action up to and including termination of employment.

Section 2. Family and Medical Leaves of Absence

The District follows the federal Family and Medical Leave Act ("FMLA"). The U.S. Department of Labor's general description of those rights is provided in Appendix A of this Agreement. For more details regarding the rights and obligations with respect to FMLA leaves as in effect from time-to-time, including special provisions with respect to instructional staff, may be found in the District's Employee Policy Manual. These summaries are offered to provide guidance to employees as to their statutory rights and the procedures they must to follow to exercise their rights. These summaries are not to be construed as providing employees' rights greater or less than those required by FMLA.

Section 3. Educational/Sabbatical Leave

- a. The District provides educational leaves of absence without pay or benefits to full time faculty and administrative employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the District. Eligible employees may apply for such leaves by submitting an application to the Human Resources Office.
- b. The leave may be granted at the District's discretion. When an educational leave ends, a reasonable effort will be made to return the employee to the same position or to a similar available position for which the employee is qualified.

Section 4. Other Unpaid Leaves

A leave of absence without pay and fringe benefits for up to one year may be granted at the District's discretion upon written application for (a) pursuing studies, travel, research, or a special teaching assignment resulting in potential advantage to the school system; (b) campaigning or serving in elected public office; (c) personal illness; (d) providing care for another person; (e) serving as President of the NEA, MEA, or WCEA; or (g) any other reason under the following conditions:

- a. Application for such leave must be filed in writing with the Superintendent or designee at least 3 months in advance whenever possible. The Superintendent or designee may request information documenting the purpose of the leave.
- b. If the leave is approved, the applicant shall be given written notice by the District stating that failure to notify the Superintendent or designee by 60 days prior to the expiration of the leave of intent to return or requesting an extension of the leave constitutes an irrevocable voluntary resignation.
- c. No salary schedule increments nor service credits shall be accrued while on leave without pay of more than one month.
- d. Upon return from the leave, the applicant shall be placed in his/her former position, if available. If the position is not available, the applicant shall be placed in a substantially similar position, if available and if the employee is qualified for the position. All benefits earned previous to the leave shall be restored.

Section 5. Fitness for Duty

- a. Nothing in this Agreement limits the District's right to require an employee to undergo a fitness for duty exam or other medical exam (including drug or alcohol testing). Medical exams required by the District, other than with respect to exams required to determine if an employee is able to return from a leave of absence, shall be at the District's expense by a physician or clinic designated or approved by the District.
- b. Nothing in this Agreement limits the District's right to place an employee on a paid or an unpaid leave of absence.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. Purpose and Definitions

- a. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against an employee who has successfully completed his or her probationary period. This procedure is the sole recourse employees shall have over such matters.
- b. The term "work days" as used in this procedure shall not include Saturday, Sunday and holidays (as observed by the District). Vacations during the District's traditional academic year (i.e., not the break between traditional academic years) are considered "holidays" for purposes of this provision.

Section 2. Time Limits

- a. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified, however, may be extended by written mutual agreement between the District and the Association.
- b. The failure of a grieving employee to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the District to answer a grievance within the time limits specified shall permit the grieving employee to proceed to the next step of the grievance procedure.
- c. No grievance may be filed or processed based upon facts or events which have occurred more than 15 work days before the grievance is reduced to writing.

Section 3. Procedure

All grievances shall be presented and processed in accordance with the following procedure:

- a. Step One -- Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the employee's supervisor.
- b. Step Two -- If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the employee's supervisor within 10 work days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the contract provision(s) alleged to have been violated, and the adjustment sought if known. The employee and the supervisor (or designee) shall meet to discuss the grievance. The supervisor shall give a written decision to the employee within 15 work days after receipt of the grievance.
- c. Step Three -- If the grievance is not resolved at Step Two, the grieving employee must refer the grievance, in writing, to Human Resources within 15 work days after the completion of Step Two. A Human Resources designee may meet with the grievant to discuss the grievance. The Human Resources Specialist shall give a written decision to the grievant within 15 work days after receipt of the grievance.
- d. Step Four -- If the grievance is not resolved at Step Three, the grieving employee must refer the grievance to the Superintendent within 15 work days after the completion of Step Three. The Superintendent (or designee) may meet with the grievant to discuss the grievance. The Superintendent shall give a written decision to the grievant within 15 work days after receipt grievance. The Superintendent's decision shall be final and binding unless the matter is subject to and appealed to Step Five (arbitration), below, in a timely manner.
- e. Step Five -- Except as limited below or otherwise provided in this Agreement, any grievance arising during the term of this Agreement, only, which is not resolved at Step Four may be submitted to arbitration by the Association submitting a written request therefor to the District's Superintendent within 15 work days after the completion of Step Four.

- (i) Only the Association (i.e., no individual grievant) may move a grievance to Step Five.
- (ii) No grievance regarding the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable shall be within the arbitrator's jurisdiction.
- (iii) Following the written request for submission to arbitration, representatives of the District and the Association shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within 20 work days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine neutral arbitrators provided by the office of the American Arbitration Association responsible for administering labor arbitrations for southeast Michigan.
- (iv) The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses.
- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (vi) The arbitrator's fee and expenses shall be borne equally by the parties to the proceeding. Each party shall be responsible for expense and compensation of its own witnesses or required participants. However, witnesses who are employed by the District shall be released from their duties to the extent necessary to participate as a witness or an aggrieved party to an arbitration proceeding at no expense to the Association. The Association agrees to keep the release time for witnesses to a minimum. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate or benefit; (c) issue any order regarding how or where students may be placed; or (d) construe this Agreement to limit the Board's discretion and rights except only as that discretion and those rights may be specifically limited by the express terms of this Agreement.
- (viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Association, its members, the employee or employees involved and on the District. Any award of back compensation shall not predate the date of the grievance by more than 10 days except to the extent the inability to file a grievance earlier was solely caused by the District. Any award of back compensation shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages and attorney fees shall not be awardable by the arbitrator.

Section 4. The Association shall have the right to initiate a group grievance or grievances involving more than one employee at Step 3 of the grievance procedure within 15 days of the event giving rise to the grievance.

Section 5. It is understood that each employee is subject to an individual agreement to arbitrate disputes the employee may have with the District. The right to arbitrate per those individual agreements is subordinate to the right to arbitrate disputes under this Agreement. Therefore, any dispute which may be grieved under this Agreement must be processed through this Grievance Procedure and only this Grievance Procedure, and shall not be subject to any other grievance procedure or arbitration agreement.

ARTICLE 10 - SALARY AND BENEFITS

Section 1. Salaries

- a. Effective upon ratification of this Agreement by both parties, all employees shall be placed on the salary schedule in Appendix A of this Agreement, and paid pursuant to their placement for the balance of the 2017-2018 academic year. Placement shall be determined as follows:
 - i. Using the base salary amount determined by adding \$750 to the employee's base pay rate as determined by the 2016-17 salary schedule:
 - (a) Employees who were employed by the Ypsilanti Public Schools or Willow Run Community Schools (collectively, "the Legacy Schools") on June 30, 2013 and started employment with the District on or before September 1, 2013, and who were paid on their respective Legacy Schools EA salary schedule in a column greater than stated for those in a Bachelor's Degree, shall be placed on the level reflecting that adjusted rate in the Master's or Ancillary column of the Appendix A schedule to this agreement as applicable; and
 - (b) As to all other employees:
 - (i) Employees who, as of the date immediately prior to the effective date of this Agreement, were not receiving an advanced degree stipend under the parties' prior agreement, shall be placed at the level reflecting that adjusted rate in the Bachelor's column of Appendix A schedule; and
 - (ii) Employees who, as of the date immediately prior to the effective date of this Agreement, were receiving an advanced degree stipend under the prior agreement, as well as all ancillary staff employees as described in Appendix A, shall be placed on the level reflecting that adjusted rate in the Master's or Ancillary column of Appendix A schedule, as applicable.
 - ii. Within four weeks of ratification of this Agreement by both parties, each employee hired before October 1, 2017 will receive an off-schedule enrollment stability payment of \$1000.00
- b. For the 2018-19 academic year, all employees hired before January 31, 2018 will be eligible for level movement on the Appendix A salary schedule, per the terms of Appendix A.

- c. Level advancements, for the 2019-20 academic year, shall be awarded, if the following measures are achieved:
 - i. The State Aid Membership Count and Per Pupil Foundation remains the same, or higher, as the 2018-19 academic year in comparison to the same measures as the 2018-19 Audited State Aid Membership.
 - ii. Alternatively, in the event any of the aforementioned stipulations are not realized and the step is not feasible, we will have salary [only] reopener negotiations.
 - iii. There may either be a level advancement or a salary reopener but not both.
 - iv. If there is an elimination of a Shared Educational Entity (SEE) program or transition of a program to county oversight, those numbers will be excluded from the count of both the 2018-19 and 2019-20 academic year.

Section 2. Health, Dental, Vision, Life and ADD, and LTD Insurance

The health, dental, vision, life and LTD insurance made available to employees during the term of this Agreement shall be the same as that made generally available to other employees of the District, and on the same terms.

- a. Unless otherwise agreed to by the parties, the level of coverage under those plans shall be comparable to those in effect upon the effective date of this Agreement.
- b. The benefits available as of the effective date of this Agreement are summarized in Appendix C of this Agreement. The District's contribution to all insurance premiums during this agreement shall be subject to the District's hard caps, as set forth and to be modified as follows:
 - i. Effective upon ratification of this Agreement by both parties, the 2018 Hard Cap will be \$5468.00 for single coverage, \$11,816.00 for two-person coverage, and \$14,468.00 for full family coverage. (Note: this increase represents decreasing the difference between the state hard cap and the contractual hard cap by 30%).
 - ii. On January 1, 2019, the District Hard Cap will increase by another 30%. (Note: this increase represents decreasing the difference between the state hard cap and the contractual hard cap by 60%).
 - iii. On January 1, 2020, the District Annual Hard Cap rates shall be equal to the State annual hard cap rates.
- d. For each employee not electing coverage under one of the District sponsored health plans during the term of this Agreement, the District shall pay the employee cash in lieu of those benefits, with said amounts to be payable over the course of and for the applicable period (i.e., not rolled into base pay) as follows: For the calendar year worked in 2018, the employee shall receive \$600; for the calendar year worked during 2019, the employee shall receive \$400; and for the calendar year worked during 2020 and thereafter, the employee shall receive \$250.

Section 3. Extra Duty Compensation

When an employee is assigned to perform an extra duty listed in Appendix B, the employee shall be paid for performing those duties at the rate provided therein. Extra duty assignments and renewals thereof are made at the District's discretion.

Section 4. WIMA Stipend

Full-time teachers assigned to teach full-time in the Washtenaw International Middle Academy shall receive a stipend of \$1,300 for the full year assignment.

ARTICLE 11 - CALENDAR STRUCTURES

Section 1. The basic calendar structure for programs or buildings designated by the District as being subject to the traditional academic calendar entails up to 187 work days with at least 180 student days, established consistently with the following, and published by the June 15th prior to each year after the 2017-18 school year:

- a. First day for Employees – No earlier than the Wednesday prior to Labor Day (except, if the District adopts the beginning year schedule for WCC for its Fall semester, then the first day for employees serving at least the 9th through 12th grades may be adjusted accordingly)
- b. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day (except, if the District adopts the beginning year schedule for WCC for its Fall semester, then the first day for employees serving at least the 9th through 12th grades may be adjusted accordingly)
- c. First day of School for Students– Day after Labor Day (except, if the District adopts the beginning year schedule for WCC for its Fall semester, then the first day for employees serving at least the 9th through 12th grades may be adjusted accordingly)
- d. Thanksgiving Break – Thanksgiving Day, and day immediately before and after
- e. Winter Break – Based on County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Presidents' Day Holiday – School Closed Presidents' Day and, if determined to be feasible, the Tuesday after
- h. Good Friday – School Closed
- i. Spring Break – Based on the County Calendar
- j. Memorial Day – School Closed
- k. Teacher/Inservice Days (no students) – four days set by the District each academic year. In addition, for the 2017-18 academic year only secondary school teachers will be responsible for 3 hours of online professional development, to be obtained via Moodle videos. For each academic year thereafter, each employee (other than Family Support Specialists) will also be

required to complete 6 hours of professional development time on line. Said online professional development time must be obtained by the taking of online courses designated or approved by the employee's principal or supervisor in writing and in advance of the start of the course(s). Said online course(s) shall also be documented as being completed and passed by May 31 of each applicable academic year. Courses designated by the District shall be at no cost to the employee, but the employee shall bear the cost of other courses approved which have associated fees, if applicable. If not completed and passed by the applicable deadline 1/187th of the employee's base contract amount for that year will be docked for that year and withheld from pay(s) thereafter.

- l. There shall be two days for parent/teacher conferences, which will entail half days of school for students, with conferences held in the afternoons and evenings of those days, with one normally to be set by the District for the Fall and Spring semesters of each school year.
 - i. There shall be two compensatory days to account for work required to be performed by staff during the evening hours on days formal parent/teacher conferences are held in evenings. Both of these compensatory days will be the full days.
- m. There shall be no classes held in July or August (except, if the District adopts the beginning year schedule for WCC for its Fall semester, then the first day for employees serving at least the 9th through 12th grades may be adjusted accordingly)

Section 2.

The basic calendar structure for programs or buildings designated by the District as being subject to the balanced calendar entail up to 187 work days with at least 180 student days, established consistently with the following, and published by the June 15th prior to each year after the 2017-18 school year:

- a. First days for Employees (no students) – 17 weekdays before Labor Day
- b. First day of School for Students– 15 weekdays before Labor Day
- c. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day
- d. Thanksgiving Break – Thanksgiving Day and day immediately before and after
- e. Winter Break – County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Spring Break – County Calendar
- h. Memorial Day – School Closed
- i. Teacher/Inservice Days (no students) – four days set by the District each academic year, and for the 2017-18 schools year, also in May. For each academic year after the 2017-18 academic year, each employee (other than Family Support Specialists) will be required to complete 6 hours of professional development time on-line. Said on-line professional development time must be obtained by the taking of on-line courses designated or approved the employee's principal or supervisor in writing and in advance of the start of the course(s). Said on-line course(s) shall also be documented as being completed and passed

by May 31 of each applicable academic year. Courses designated by the District shall be at no cost to the employee, but the employee shall bear the cost of other courses approved and which have associated fees, if applicable. If not completed and passed by the applicable deadline, 1/187th of the employee's base contract amount for that year will be docked for that year and withheld from pay(s) thereafter.

- j. There shall be two days for parent/teacher conferences, which will entail half days of school for students, with conferences held in the afternoons and evenings of those days, with one each normally to be set by the District for the Fall and Spring semester of each school year
- k. There shall be no classes held in July.
- l. Three intersessions of 10 weekdays and one intersession of at least 4 weekdays will be scheduled by the District after first consulting with the Association.

Section 3. The basic calendar structure for the Washtenaw International Middle Academy entails up to 193 work days with at least 186 student days, established consistently with the following, and published by the June 15th prior to each year before and after the 2017-18 school year:

- a. First day for Employees – The Thursday immediately preceding the first student day
- b. First day of school for students – The Monday of the third full week of August
- c. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day
- d. Thanksgiving Break – Thanksgiving Day, and day immediately before and after
- e. Winter Break – Based on County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Mid-Winter Break of one week (inclusive of Good Friday, if applicable)
- h. Good Friday – School Closed
- i. Spring Break – Based on the County Calendar
- j. Memorial Day – School Closed
- k. Teacher School Year Work/Inservice Days (NS = no students; HD = half day for students) – one day each normally to be set by the District for October (NS), November (NS), January (HD), March (HD) and May (HD) of each school year
- l. There shall be two days for parent/teacher conferences in October of each year, with one being a half day for students with afternoon and evening conferences, and the other being held only in the evening
- m. There shall be no classes held in July

Section 4. Parent/teacher conference and work/inservice days shall only be set after prior consultation with the Association.

Section 5. The calendars for the 2017-18 school year is attached to this Agreement as Appendix D.

ARTICLE 12 - STRIKES AND LOCKOUTS

Section 1. So long as this Agreement is in effect, and for so long as strikes by employees covered by this agreement are not permitted under Michigan law, the Association will not cause, nor sanction its members to cause, nor encourage any member of the Association take part in any strike against the District, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with District's operations for any reason whatsoever. Nor will the Association authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the District, the Association shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 2. Any employee who violates the proscriptions of this provision will be treated in accordance with applicable State laws.

Section 3. During the life of this Agreement, the District shall not lockout any employees covered hereunder.

ARTICLE 13 – PARTIAL INVALIDITY, WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined 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. Upon such a determination, either party may seek to bargain with regard to the effect thereof by submitting written notice of an intent to bargain.

Section 3. This Agreement constitutes the full and complete agreement between the District and the Association, being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 4. This Agreement can only be modified by the express, written and signed agreement of both parties.

ARTICLE 14 – MENTORING

The district will provide 15 days of professional learning during the first three years of employment for non-tenured classroom teachers.

- a. Mentor Pay – The mentor will be paid \$1000.00 for the first mentee. For each additional mentee, the mentor will receive \$700.00. If a mentor reaches the maximum number of mentees (5), they will receive an additional \$500.00.
- b. Mentee Pay – Mentees will be paid a stipend of up to \$300.00. Pro-rated for each meeting attended.

ARTICLE 15- TERMINATION


Section 1 This Agreement shall remain in full force and effect upon ratification by both parties through June 30, 2020.

Section 2 This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

**YPSILANTI COMMUNITY EDUCATION
ASSOCIATION, MEA-NEA**



Charlotte Tillerson, President


Kelly Powers, MEA UniServ Director

Date

4/25/19

YPSILANTI COMMUNITY SCHOOLS



Nicole C. Johnson, Director of HR

Appendix A

Salaries

Position	Year 1	Year 2	Year 3	Year 4
Director	\$120,000	\$125,000	\$130,000	\$135,000
Deputy Director	\$85,000	\$88,000	\$91,000	\$94,000
Chief of Staff	\$75,000	\$78,000	\$81,000	\$84,000
Assistant Director	\$65,000	\$68,000	\$71,000	\$74,000
Senior Advisor	\$55,000	\$58,000	\$61,000	\$64,000
Special Advisor	\$45,000	\$48,000	\$51,000	\$54,000
Staff Director	\$40,000	\$42,000	\$44,000	\$46,000
Senior Staff	\$35,000	\$37,000	\$39,000	\$41,000
Staff	\$30,000	\$32,000	\$34,000	\$36,000

The following table provides a detailed breakdown of the salaries for various positions within the organization. The salaries are presented in four columns, representing the first four years of the term. The positions are listed in the first column, and the corresponding salary amounts are listed in the subsequent columns. The salaries are shown in dollars and cents, rounded to the nearest cent.

The salaries for the Director, Deputy Director, Chief of Staff, Assistant Director, Senior Advisor, Special Advisor, Staff Director, Senior Staff, and Staff positions are as follows:

Position	Year 1	Year 2	Year 3	Year 4
Director	\$120,000	\$125,000	\$130,000	\$135,000
Deputy Director	\$85,000	\$88,000	\$91,000	\$94,000
Chief of Staff	\$75,000	\$78,000	\$81,000	\$84,000
Assistant Director	\$65,000	\$68,000	\$71,000	\$74,000
Senior Advisor	\$55,000	\$58,000	\$61,000	\$64,000
Special Advisor	\$45,000	\$48,000	\$51,000	\$54,000
Staff Director	\$40,000	\$42,000	\$44,000	\$46,000
Senior Staff	\$35,000	\$37,000	\$39,000	\$41,000
Staff	\$30,000	\$32,000	\$34,000	\$36,000

- a. The Salary Schedule for all employees in the bargaining unit shall be

APPENDIX A - SALARIES

Classification and Level	Bachelor's	Master's	Ancillary
Emerging			
0	\$ 36,750*		
1	38,500	\$ 42,000	
2	40,250	43,750	\$ 43,750
3	42,000	45,500	45,500
4	43,750	47,250	47,250
5	45,500	49,000	49,000
Professional			
6	\$ 48,500	\$ 52,500	\$ 52,500
7	50,250	53,750	53,750
8	52,000	55,500	55,500
9	53,750	57,250	57,250
IO	55,500	59,000	59,000
II	57,250	60,750	60,750
12	59,000	62,500	62,500
Master			
13	\$ 63,000	\$ 66,500	\$ 66,500
14	64,750	68,250	68,250
15	66,500	70,000	70,000
16	-	71,750	71,250
17	-	73,500	73,500

Pre-school employees who are not certified, only, shall start at this rate.

Ancillary Staff includes: Speech and Language Pathologists; School Social Workers; School Psychologists; Occupational Therapists; Physical Therapists; and Counselors.

The following terms apply to the administration of and placement on the Salary Schedule.

1. **Initial Placement (for new hires into the District)**- As a practice for initial placement, the District will consider the number of years of experience, divided by two, to determine the starting step, at a maximum of five steps (starting at Step 1), excluding hard to fill areas.

2. Criteria to Move Between Classifications

- a. To move from Emerging to Professional - The employee must have actively worked three(3) consecutive years for at least 65% of those years (or 50%, if the partial year worked is due to workers' compensation leave) and have received effective or highly effective evaluation ratings in the most recent year and two of the three years immediately preceding that year, and have served at least one full year at the top emerging level for their salary lane (i.e., Bachelors, Masters or Ancillary)

To move from Professional to Master - Once placed in the professional classification, the employee must have actively worked four (4) consecutive years for at least 65% of those years (or 50%, if the partial year worked is due to workers' compensation leave) and have received effective or highly effective evaluation ratings in the most recent year and two of the three years immediately preceding that year, and have served at least one full year at the top Professional level for their salary lane (BA, MA or Ancillary).

3. **Hard-to-Staff Stipend** - Current employees who were paid the “hard to staff stipend” during the 2016-2017 academic year will continue to receive that stipend for the life of this Agreement. New employees hired after the 2016-2017 academic year will not receive a hard to staff stipend.
4. **Movement Between Lanes Due to Earning of In Subject Advanced Degree/Certification** – During the term of this Agreement, employees advancing from Bachelor’s to Master’s lanes of the above schedule because of a newly earned in-subject Master’s Degree will move from the Bachelor’s lane to the Master’s lane upon the beginning of the semester following the earning of that degree. The course of study for the Master’s program must be approved by the Human Resources Director.
5. **Movement on Schedule for Ancillary Staff Employees** – All ancillary staff employees must have full credentials in their respective fields to move levels on the salary schedule. For example, a person with temporary approval as a social worker cannot move to the next level unless that employee has full approval.
6. **Preschool Teachers** - Notwithstanding the above, any preschool teacher hired after January 1, 2016 shall only be eligible for pay on the Emerging levels in the Bachelor’s column of the salary schedule for as long as the teacher continues to be assigned as a preschool teacher. If a preschool teacher is transferred out of preschool, then the teacher may progress through the salary schedule beyond the Emerging classification. However, should the teacher voluntarily transfer back to preschool, then only the pay on the Emerging levels in the Bachelor’s column of the salary schedule will apply.
7. **Family Support Specialists** – Notwithstanding the above, the salary schedule for Family Support Specialists shall be the base rates provided in the Emerging and Professional Classifications Bachelor’s column of the above salary schedule, only. Family Support Specialists may move through the levels within these two classifications per criteria applicable to all other unit employees. They are eligible for any stipends otherwise payable to other unit employees excluding substitute teaching stipends (as they do not have or need planning time due the nature of their job).

Appendix B

Extra Duty Stipends

APPENDIX B – EXTRA DUTY STIPENDS

ACCE

SLC Leader*	\$1,500
School Improvement	\$1,440
Technology/Website Coordinator	\$720
Senior Class Sponsor	\$720
Student Senior Projects	\$720
After-School Enrichment (2)	\$360
School Activities Coordinator/Sponsor	\$360
Yearbook	\$720

Beatty

Lead Teacher	\$1,440
Technology/Website Coordinator	\$720

Erickson

Lead Teacher	\$1,440
Safety Patrol	\$720
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Estabrook

Lead Teacher	\$1,440
Safety Patrol	\$720
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Ford

Lead Teacher	\$1,440
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Holmes

Lead Teacher	\$1,440
Safety Patrol	\$720
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Perry

Lead Teacher	\$1,440
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Y.I.E.S.

Lead Teacher	\$1,440
Safety Patrol	\$720
School Improvement*	\$1,440
Student Council	\$720
Technology/Website Coordinator	\$720

Middle School

Band Director (Evening/Parades)	\$1,080
Choir Director (Evening Concerts)	\$1,080
Math Club/Academic Games	\$360
School Improvement Chair*	\$1,440
SLC Leader (YCMS 4, Estabrook 1, WIMA 1)*	\$3,000
Student Council	\$720
Yearbook	\$1,080
Musical Director	\$1,080

High School

Band Camp	\$720
Band Director (Evenings/Parades)	\$1,080
Class Sponsor – Seniors	\$2,160
Concert Choir Camp	\$720
Choir Director (Evening Concerts)	\$1,080
Forensics/Debate	\$720
Marching Band	\$1,080
Musical-Choreographer	\$720
Musical-Director (Vocal)	\$720
Musical-Director/Stage Manager	\$1,080
National Honor Society – YCHS	\$720
Robotics Team Sponsor	\$5,000
Robotics Team Assistant	\$2,000
Science Club/Field Trips	\$360
School Improvement Chair (3)*	\$4,320
Skills USA Sponsor	\$720
SLC Leader (YCHS 3, ACCE 1)*	\$3,000
Student Senate Sponsor	\$1,080
Student Senior Projects	\$1,080
Yearbook	\$2,160

Summer School

Teaching \$30/scheduled hour of work

District-Wide Assignments

ELL	\$3,000
CTE Coordinator	\$3,000
Reading Apprenticeship Trainer**	\$2,500
Restorative Practices Trainer**	\$2,500
Special Olympics Coordinator	\$720
Unified Arts Department Chairs	
Art	\$1,080
Music	\$1,080
Physical Education	\$1,080

Amounts in this Appendix B are per position, which can be shared by multiple employees.

* Requires documentation of attendance at required meetings.

** Requires documentation of successful completion of required training.

Appendix C

FMLA

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Appendix D

Employee Insurance

MESSA ABC Plan 1 Medical Plan Highlights

All services must be **medically necessary**, performed by a qualified provider, and covered under the plan.

In-Network

Out-of-Network

■ Annual Deductible

Applies to all services and prescription drug purchases except preventive care and certain preventive prescriptions. By federal law, when two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.

	Single Coverage	2-Person & Family	Single Coverage	2-Person & Family
2014 -	\$1,250	\$2,500	\$2,500	\$5,000
2015 -	\$1,300	\$2,600	\$2,600	\$5,200

The MESSA ABC Plan 1 deductible is subject to change each Jan. 1 in order to remain HSA-compatible according to IRS rules governing HSAs.

■ Annual Out-of-pocket Maximum

The out-of-pocket maximum includes copayments and coinsurance plus the deductible. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.

	Single Coverage	2-Person & Family	Single Coverage	2-Person & Family
Deductible plus \$1,000	Deductible plus \$1,000	Deductible plus \$2,000	Deductible plus \$2,000	Deductible plus \$4,000

■ Lifetime Benefit Maximum

Unlimited

Unlimited

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Office Visits	100%	80% of approved amount
Free Preventive Prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible and no copayment including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.	100% coverage No deductible, No copayment	Not covered
Other Prescription Drug Coverage (See reverse for details) Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, MESSA ABC Rx coverage and copayments apply.	After deductible, MESSA ABC Rx copayments apply up to out-of-pocket maximum	75% of approved amount
Inpatient Hospital ■ Semi-private room and board (includes supplies and services) ■ Physician charges	100%	80% of approved amount
Surgical Services Includes: surgeon, assistant surgeon and anesthesiologist	100%	80% of approved amount
Emergency Care ■ Emergency room facility and physician charges ■ Urgent care	100%	80% of approved amount
Preventive Care – www.messa.org/FreePreventiveCare Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives. Immunizations provided by a Public Health Department or at a MESSA-sponsored event are considered in-network.	100% coverage Not subject to deductible	Not Covered (except for mammograms which are covered at 80% of the approved amount after the deductible)
Chiropractic Services including Modalities Up to 38 visits (combination of in-network and out-of-network visits) per calendar year. Some providers may charge more than the approved amount for MESSA-specific benefits.	100% of approved amount	80% of approved amount

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Diagnostic Lab and X-Ray, Radiation, and Chemotherapy	100%	80% of approved amount
Allergy Testing and Therapy	100%	80% of approved amount
Additional Covered Services <ul style="list-style-type: none"> ■ Medical supplies and equipment ■ Ambulance ■ Hearing care (<i>plan limits apply</i>) ■ Skilled nursing facility (<i>120 day annual limit applies</i>) ■ Hospice (<i>limits apply</i>) ■ Home health care 	100%	Same as in-network
Human Organ Transplant	100% when authorized and performed at a BCBSM-approved facility (<i>plan limits apply</i>)	Not covered
Mental Health and Substance Abuse <i>Inpatient and Outpatient Care</i> <ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment 	100%	80% of approved amount
Outpatient Physical, Occupational, and Speech Therapy Up to a combined benefit maximum of 60 visits per individual per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of approved amount

■ **Free Preventive Prescription Drugs – A MESSA Value Added Benefit**

Before members pay anything toward their deductible, MESSA provides 100% coverage for an extensive list of prescription drugs including cholesterol and blood pressure medications, prenatal vitamins, contraceptives, weight loss medications, smoking cessation products and many more. No deductible. Zero copayment. Members pay **nothing** for these preventive prescriptions.

■ **Prescription Drug Coverage**

Group prescription drug coverage is included with this plan. **After applicable deductible is met**, there is a \$2 copayment for generic maintenance medications for specific chronic conditions and diseases. There is a \$10 copayment for all other generics. There is also a \$10 copayment for listed Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies. There is a \$20 copayment (reduced from \$40) for specific brand name maintenance drugs used to treat diabetes and asthma. There is a \$40 copayment for brand name drugs when no generic product exists. Please refer to your Plan Coverage Booklet for full details, limits and exclusions.

■ **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health-related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible and coinsurance requirements.

Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for deductibles and amounts that are in excess of the approved amount for the service. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

Life Insurance	\$5,000
Accidental Death & Dismemberment Insurance (AD&D)	\$5,000

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of MESSA ABC Plan 1. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800.336.0013.



MESSA Choices/Choices II Medical Plan Highlights



1475 Kendale Blvd, PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

Ypsilanti Community Schools

MESSA Choices/Choices II \$500/\$1,000 In-Network \$1,000/\$2,000 Out-of-Network Deductible \$20 Office Visit MESSA Saver Rx (7F)

Health Care Benefits for You and Your Covered Dependents

All services must be **medically necessary** and performed by a qualified provider.

	In-Network	Out-of-Network
■ Annual Deductible Applies to all services except specific preventive care and prescription drugs (which are covered under Rx program)	\$500 / \$1,000	\$1,000 / \$2,000
■ Annual Out-of-pocket Maximum Applies to copayments and coinsurance, except prescription drug copayments, which are subject to a separate out-of-pocket maximum. Charges above the approved amount and for services not covered under the medical plan are also excluded.	\$1,000 individual / \$2,000 family (plus your plan deductible)	\$2,000 individual / \$4,000 family (plus your plan deductible)
■ Lifetime Benefit Maximum	Unlimited	Unlimited
Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Office Visits (except preventive and prenatal care)	\$20 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available) (subject to \$1,000 ind, & \$2,000 family copayment max)	MESSA Saver Rx	75%, minus the copayment
Inpatient Hospital		
<ul style="list-style-type: none"> ■ Semi-private room and board (includes supplies and services) ■ Physician charges 	100%	80% of the approved amount
Surgical Services		
Includes : surgeon, assistant surgeon and anesthesiologist charges	100%	80% of the approved amount
Hospital Emergency Room (ER)		
copayment waived if admitted or due to accidental injury	\$50 co-payment	\$50 co-payment
<ul style="list-style-type: none"> ■ Hospital Charges ■ ER Physician Charges 	100%	80% of the approved amount
Urgent Care		
copayment waived if services are required to treat a medical emergency or accidental injury	\$25 co-payment	80% of the approved amount
Preventive Care - www.messa.org/FreePreventiveCare		
Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives. Immunizations provided by a public health department or at a MESSA-sponsored event are considered in-network.	100% No deductible No Copayments	Not Covered (Except for mammograms)

DATE PREPARED: October 16, 2014

Ypsilanti Community Schools

Continued

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Chiropractic Services including Modalities Up to 38 visits (combination of in-network and out-of-network visits) per calendar year	100%	80% of the approved amount
Diagnostic Lab & X-Ray	100%	80% of the approved amount
Radiation & Chemotherapy	100%	80% of the approved amount
Allergy Testing & Therapy	100%	80% of the approved amount
Additional Covered Services <ul style="list-style-type: none"> ■ Medical Supplies and Equipment ■ Ambulance ■ Hearing Care (plan limits apply) ■ Skilled Nursing Facility ■ Hospice ■ Home Health Care ■ Human Organ Transplant - when authorized and performed at an approved facility (plan limits apply) 	100%	100% of the approved amount In-network deductible applies when there is no network for services
Mental Health and Substance Abuse		
Outpatient Care		
<ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment 	\$20 co-payment \$20 co-payment	80% of the approved amount
Inpatient Care		
<ul style="list-style-type: none"> ■ Pre-authorization required 	100%	80% of the approved amount
Outpatient Physical, Occupational & Speech Therapy Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of the approved amount

■ **Medical Case Management (MCM)**

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■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

In-network providers bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan copayment requirements. Out-of-network providers may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

Life Insurance - \$5,000

Accidental Death & Dismemberment Insurance (AD&D) \$5,000

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of the MESSA Choices/Choices II Plan. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800-336-0013.

DATE PREPARED: October 16, 2014

Marketing Rev. 07.14

MESSA Dental Plans



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MESSA Account: Ypsilanti Community Schools

Employee Group:

Group/Subgroup: 6493-0001 - 6493-000, 6493-0007 - 6493-0008 (All PAKs)

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Diagnostic & Preventive Services

75 %

- Oral Examination
- Prophylaxes
- Topical Fluoride
- Brush Biopsy
- Emergency Palliative
- Two Cleanings in 12 Months

RIDER

(If neither box below is checked, you do not have this coverage.)

3 Cleanings in 12 Months

4 Cleanings in 12 Months

Basic Services

50 %

- Radiographs (x-rays)*
- Restorative
- Crowns**
- Oral Surgery
- Endodontic Services — treatment for diseased or damaged nerves.
- Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.

* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.

** Payable once in any five-year period on the same tooth.

RIDER

(If the box below is not checked, you do not have this coverage.)

- Sealants — payable on occlusal surface of first permanent molars for patients up to age nine and for second permanent molars for patients up to age 14 that are free from caries and restorations.

Major Services

50 %

- Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures.
- Payable once in any 5 year period for the same appliances.

Orthodontics

50 %

- Necessary treatment and procedures required for the correction of abnormal bite.
- Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services.

RIDER

(If the box below is not checked, you do not have this coverage.)

- Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.

\$ 1,000 annual maximum per person
Diagnostic & Preventive Services, Basic Services, and Major Services

\$ 500 lifetime maximum per person
Orthodontics

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

VSP-3 Benefits

Panel Providers

When you see a MESSA VSP participating panel provider for services which are covered charges (exam, lenses and frame allowance or exam and contact lenses), the provider bills VSP directly for the covered charges. If the cost of the frames or contact lenses exceeds the maximum benefit allowance specified in the chart below, the member will have to pay the provider directly for excess costs. A directory of MESSA VSP panel providers is available on the Web at www.messa.org > Members > Provider Search > Find an Eye Doctor.

Non-Panel Providers Maximum Reimbursement to Patient

Non-panel providers are providers who do not participate with MESSA's VSP plan. Benefits for examinations, lenses or frames which are obtained from a non-panel (non-participating) provider are subject to a maximum reimbursement. Members and dependents who choose to see a non-panel provider must pay the provider and submit an itemized receipt to VSP for reimbursement. The member is responsible for the difference. The reimbursement will be limited to the maximum amount for each covered charge as indicated in the chart below.

Features	VSP-3 Panel Provider	VSP-3 Non-Panel Provider
Exam Deductible		
■ Optometrist	No Deductible	\$35 max
■ Ophthalmologist		\$45 max
Contact Lens Allowance (includes exam)		
■ Cosmetic (Elective)	\$115	\$115 max
■ Disposable		
Frame Allowance	\$65	\$55 max
Lenses		
■ Single Vision		\$ 38 max
■ Bifocal	Covered	\$ 60 max
■ Trifocal		\$ 72 max
■ Lenticular		\$108 max
Extra Lens Features		
■ Pink #1 or #2 tint	Covered	
■ Rimless		**
■ Oversize		
■ Blended		
■ Progressive	Not Covered	
Tinted		
● Tinted Single Vision		\$ 42 max
● Tinted Bifocal	Covered	\$ 70 max
● Tinted Trifocal		\$ 84 max
● Tinted Lenticular		\$118 max
Polarized		
● Polarized Single Vision		\$ 56 max
● Polarized Bifocal	Covered	\$ 90 max
● Polarized Trifocal		\$110 max
● Polarized Lenticular		\$138 max

**Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The patient is responsible for paying the cost of materials and services above the maximum reimbursement amount.



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MESSA Group LTD Benefit Highlights

Underwritten by Life Insurance Company of North America

MESSA Account: Ypsilanti Community Schools **Employee Group:** _____

Long Term Disability (LTD) insurance provides benefits at a percentage of a member's salary in the event of total disability. Benefits begin after the satisfaction of a waiting period and continue as long as the member remains totally disabled as described under "Maximum Benefit Period" in the LTD certificate booklet.

This is a brief summary of your coverage available under MESSA's Group LTD insurance. Refer to the actual certificate booklet for complete information.

Feature	Definition	Your Coverage
Pre-Existing Conditions Waived	Medical conditions for which the advice or treatment was received prior to effective date of coverage are included. However, doctor-verified disabilities in effect prior to the effective date would be excluded.	Yes
Waiting Period	<i>Calendar Day (CD):</i> The waiting period is based on actual calendar days. <i>Work Day (WD):</i> The waiting period is based on the consecutive number of contracted work days. <i>Modified Fill (MF):</i> Benefits begin on the latter of exhaustion of sick time/bank or the specified number of calendar/work day waiting period. <i>Straight Wait (SW):</i> Benefits begin after the specified number of calendar/work day waiting period.	30 CDMF
Benefit Level	Percent of covered salary.	70%
Maximum Benefit Level	Monthly benefit up to the maximum amount bargained.	\$6,000
Minimum Maximum Benefit	There is a minimum monthly benefit of 5% of the gross monthly benefit or \$50, whichever is greater, after all offsets are applied, not to exceed the maximum monthly benefit.	5%
Offsets	Benefits are reduced by any income the employee receives or is entitled to receive such as vacation pay, salary continuation, workers' compensation, full auto wage loss benefit, any employer-paid group plan, retirement benefits you receive from your employer's retirement or pension plan, including Michigan Public School Employees Retirement System (MPSERS), short-term disability, and others.	
Social Security Offsets	<i>Primary:</i> Social security retirement and social security disability are offsets. <i>Family:</i> Any social security disability benefits received by the employee's family due to the employee's disability is an offset.	Primary
Freeze on Offsets	Monthly disability benefits will not be reduced because of automatic, statutory or general cost of living increases in income from other sources after MESSA's initial benefit determination for each specified offset has been made. The exception to this is an unsuccessful return to work with increased salary, social security and retirement cost of living.	Yes
COLA	An employee's benefit may be increased while on claim due to increase in the cost of living. The increase is based on changes in the Consumer Price Index as of January 1 each year and is payable on the anniversary of the commencement of benefit payment. There is a maximum annual increase of 3%.	No
Two-Year Own Occupation Maximum Benefit Period	Disability benefits may be payable during continuous disability. After the own occupation period, a member must be unable to perform any occupation for which he/she is qualified by training, experience or education. Benefits may be payable up to age 65. For benefits commencing at or after age 60, please see your benefit schedule.	2 years
Mental / Nervous Conditions	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	Same as any other illness
Alcoholism / Drug Abuse	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	Same as any other illness





MESSA

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MESSA Group Term Life Insurance Benefit Highlights

Underwritten by Life Insurance Company of North America

MESSA Account: Ypsilanti Community Schools

Employee Group:

*This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.
Please refer to your Life & Accident Insurance Certificate Booklet for complete information.*

Feature	Definition	Your Coverage
Group Term Life Insurance	The amount of your Group Term Life Insurance coverage.	\$ 50,000
Group AD&D Insurance	The amount of your Accidental Death and Dismemberment (AD&D) coverage.	\$ 50,000
Group Dependent Term Life Insurance: SPOUSE	This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.	\$ N/A
Group Dependent Term Life Insurance: CHILD(REN)	This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits.	\$ N/A

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.



**Letter of Agreement
Between
Ypsilanti Community Schools
And
Ypsilanti Community Education Association**

This letter of Agreement, by and between Ypsilanti Community Schools hereinafter "the District" and Ypsilanti Community Education Association hereinafter the "YCEA" is entered into for the purpose of re-defining the professional development language in Article 11, Section 1, Letter K to read "For each academic year thereafter 2017-18 and for the duration of the agreement each employee (other than Family Support Specialists) will be required to complete 6 hours of professional development designated or approved by the employee's principal or supervisor in writing and in advance of the start of the professional development. Said professional development must be completed and documented by May 31 of each applicable academic school year. The professional development shall be at no cost to the District. If the professional development is not completed by the applicable deadline, 1/187th of the employee's base contract amount for that year will be docked for that year and withheld from pay(s) thereafter".



Charlotte Tillerson, YCEA Union President

4-11-19


Date



Kelly Powers, MEA Uniserv Director

4/25/19

Date



Alena Zachery-Ross, Interim Superintendent

4-8-19

Date



Sue McCarty, Director of Human Resources

4-5-19

Date