

**AGREEMENT**

**BETWEEN**

**WAYLAND UNION EDUCATION ASSOCIATION/MEA/NEA**

**AND**

**WAYLAND UNION SCHOOLS**

**2021-2026**

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## **AGREEMENT**

This Agreement is entered into this 16th day of July 2021 by and between the Board of Education of the Wayland Union Schools, Wayland Michigan, hereinafter called the "Board," and the Wayland Union Education Association, MEA/NEA, hereinafter called the "Association."

This Agreement shall supersede any contrary or inconsistent terms contained in any individual Employee contracts heretofore in effect. All future individual Employee contracts shall be made expressly subject to the terms of this Agreement, excluding prohibited subjects.

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found 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 to be in full force and effect.

Electronic copies of this Agreement, all Schedules and Letters of Understanding shall be e-mailed by the WUEA to all Employees covered by this Agreement. Copies shall also be available to employees on the District Web site.

### **ARTICLE 1: RECOGNITION OF THE ASSOCIATION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in applicable law, of all certified teaching personnel, personnel on tenure or probation, and classroom employees, guidance counselors, media specialists, teacher consultants, social workers, school psychologists and speech pathologists but excluding supervisory and executive personnel, temporary employees, per diem substitute teachers, and office and clerical. The term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. "Temporary Employee" means a person who is certified and qualified to serve as a replacement for a regularly employed employee for less than ninety (90) continuous scheduled workdays during a school year. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined whose employment is subject to the Michigan Teachers' Tenure Act, as amended. The term "ancillary staff," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined whose employment is not subject to the Michigan Teachers' Tenure Act, as amended.
- B. Employee Representation. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. The parties expressly recognize the right of each employee to freely join or refrain from joining the Association and no employee shall be discriminated against by reason of his/her joining or refusing to join the Association. Association representation will be in accordance with Michigan Law.
- C. The Board agrees to share the monthly personnel report with the Association, this report is available on the website as part of the Board's monthly meeting. New employee data (including changes in assignment) will be communicated to the Association within ten (10) business days by email to the president, or their designee.

## **ARTICLE 2: RECOGNITION OF RIGHTS OF THE BOARD**

The Association recognizes that the Board has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the Board retains all such rights. These rights, except as so modified herein, include the rights to:

- A. The executive management and administrative control of the District, its properties and facilities, and the activities of its Employees during their working hours.
- B. Hire all Employees and, subject to the provisions of law, determine their qualifications and the conditions for their employment, or their dismissal or demotion, and to the promotion or transfer of all such Employees.
- C. Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
- D. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of all types.
- E. Determine class schedule, hours of instruction, and the duties, responsibilities, and assignments of Employees with respect thereto, and with respect to administrative and non-teaching activities.
- F. Except as otherwise provided herein, all rules, regulations, policies, procedures, and practices of the Board shall remain in full force and effect and may be changed and updated from time to time; but in no way shall they violate any of the provisions set forth in this Agreement.
- G. Emergency Financial Manager. An Emergency Financial Manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541, et seq, may reject, modify or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541, et seq; pursuant to MCL 423.215(7).

## **ARTICLE 3: ASSOCIATION AND EMPLOYEE RIGHTS**

- A. The Association and the Employees covered by this Agreement shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups.
- B. No Employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises, nor shall any Employee be required to do so. The Board will supply bulletin boards in each Employee's lounge, mailboxes, and e-mail for dissemination of material.
- C. The Association shall have up to sixteen (16) days per year to attend MEA workshops or conferences; however, an individual Employee may not attend more than six (6) days. The Association shall reimburse the Board for the cost of substitute Employees during these sixteen (16) days.
- D. An Employee engaged during the school day in negotiating on behalf of the Association with any

representative of the Board, or participating in any professional grievance, including arbitration, shall be released from regular duties without loss of salary, provided a qualified substitute is available. The Association shall reimburse the Board for the cost of substitute Employees employed during this released time.

- E. The Association and the Board shall apply the terms of this Agreement consistent with Board Policy 3122 regarding Non-Discrimination.

#### **ARTICLE 4: CALENDAR**

- A. Calendar schedule for the 2021-2022 school year is attached on page 49.
- B. Employee days for 2021-2022 will be 184 days and student days shall be no more than 180 days.

2021-2022: Five (5) Teacher Days:

- August 18, 2021- 1 day
- August 19, 2021- 1 day
- Conferences/Open House-2 days
- Six (6) hours of PLC time as scheduled by PLC teams as coordinated by team and administrator. PLC time shall be no longer than two logged hours per session.

##### Conferences/Open House:

###### High School

Open house up to 2.5 hours

Parent conferences, two nights, up to 2.5 hours in person, and 1 virtual hour each night.

Parent conferences, 1.5 hours in person, and 1 virtual hour. High School graduation, up to 3.0 hours

###### Middle School

Open House, up to 3 hours

Parent conferences, four nights up to 1.5 hours in person, and 1 virtual hour each night.

Awards presentation, up to 2.0 hours

###### Elementary Schools

Open House, up to 1.0 hour

Parent conferences, four nights, up to 2.5 hours in person, and 1 virtual hour each night.

\*All conferences will take place in the classroom

- C. The calendar for 2021-2022 shall include: 30 hours of Professional Development time required by the state per Section 380.1527 as outlined below:
  - August 18, 2021 August 19, 2021 Counts as student instructional time
  - November 1, 2021 Counts as student instructional time
  - January 17, 2022 counts as student instructional time
  - March 14, 2022 counts as student instructional time
  - The first and last student day shall be a ½ student day and a ½ staff work day.

- D. If in the event of an emergency or inclement weather closing days, which are required by the Michigan Department of Education to be rescheduled, PD previously completed and eligible to be used as student instructional days will be used. Remaining make-up days may be scheduled as student instruction days immediately prior to the last student attendance day. However, by mutual agreement of the Employer and Association, rescheduled days may be scheduled at other times. The Superintendent or designee may schedule additional days provided the total does not exceed agreed upon number of student or teacher workdays. Professional compensation to Employees shall not be reduced because of such school closings and make up days shall be rescheduled with no additional salary paid to Employees.

## ARTICLE 5: SCHEDULED HOURS

- A. The employee's normal scheduled hours in the school shall be as follows:
1. An Employees' scheduled day shall consist of no more than seven (7) hours and five (5) minutes, which includes a half hour duty free lunch period if the contracted working time includes both before and after the normal lunch period. All time, except the duty-free lunch time, is considered working time.
  2. Employees, including full and part-time, at the High School and Middle School will be available for ten (10) minutes before regular class hours.
  3. Planning time shall be used for professional duties, such as lesson planning, grading of student work, student or parent conferences, occasional meetings, and other related professional activities.
    - a. Full time elementary teachers shall be scheduled 250 minutes of planning per week. If a teacher has in excess of 250 minutes of planning per week, regularly scheduled meetings and other designated duties may occur during that excess time.
      - i. Elementary Classroom Teachers will have 50 minutes per day.
      - ii. Elementary Specials Teachers (e.g., Music, PE, Art, and Media) will have 250 minutes weekly.
    - b. Each secondary Employee who is required to provide full-time classroom student instructional contact time shall have a planning period that will ordinarily be equal to a regular teaching period. No secondary Employee shall be assigned more than four (4) different preparations for each trimester/semester without his/her consent.
    - c. A full-time classroom teacher and teaching specialist (e.g. Music, PE, Art, and Media) shall be scheduled to work in a maximum of two buildings per day during the school year. Travel time between buildings within the city of Wayland will be a minimum of 15 minutes and travel time between the city of Wayland and the city of Dorr will be a minimum of 20 minutes. Such time shall be considered on-duty time. Middle School to/from High School travel will be 10 minutes.

4. Elementary Employees who work four (4) hours or more will be provided one (1) relief period each day free of duty of at least fifteen (15) minutes duration (recess time).
  5. Elementary Employees will continue the practice of supervising students to lunch (approximately 5 minutes on average) outside of their duty-free lunch, and supervising students to the bus after school (approximately 5 minutes on average, may be longer at first of year and other transition times).
  6. All Employees shall be granted a duty-free lunch period of not less than thirty (30) minutes each day. Employees will notify the main office if leaving the premises for lunch.
  7. All Employees who are assigned a teaching or other assignment during their preparation period shall receive an additional amount per clock hour for each occurrence (per Schedule C).
  8. Student Assistance Team (SAT) meetings will be held during the scheduled teaching day.
- B. All Employees shall attend staff meetings called by the administration, and such meetings are recognized as a regular part of the Employees' duties. Such attendance may be excused for good reasons with the prior approval of the administration. The administration shall provide a three (3) day notice of these staff meetings. There shall be a maximum of nine (9) meetings not to exceed one (1) hour in duration.
- C. When an employee is hired for less than a full-time contract, they shall be compensated according to the proportional amount of working time for which they are contracted. For this purpose, the full contracted working time is considered to be 395 minutes. Preparation periods will be scheduled proportionately to their working time. It is expected that the part-time Employee will attend professional development days and conferences during their scheduled work hours. If the Employee is required to attend beyond their regularly scheduled day, they will be compensated according to the Schedule C hourly rate. For health benefits, see Schedule D.
1. Part time Employees in only one building will receive a proportional amount of preparation time based on that building's full time teacher preparation time.  
  
For example: A full time teacher at the high school receives 60 minutes of preparation time per day. A part time Employee teaching 1 class per day (20% of a full-time teacher's day) will receive at least 20% of 60 minutes of preparation time or 12 minutes.
  2. Part time Employees who change buildings will receive preparation time worth at least 15% of their total work time in front of students.  
  
For example: A teacher teaching two (2) class periods at the high school (120 minutes) and one hour (60 minutes) in front of students at the elementary building will receive preparation time based on 180 minutes times 15% or 27 minutes.
- D. Secondary and elementary Employees shall supervise students during passing time between classes and during student assemblies, except when on prep or planning time, or traveling to another school between assignments.

## ARTICLE 6: TEACHING LOADS AND ASSIGNMENTS

- A. If existing facilities are available, a maximum of thirty (30) pupils is recommended. The Board will maintain class sizes in grades Young 5s average of 20-1, K-3 at an average of 25-1 and in grades 4-5 at an average of 30-1; 6-12 an average of 32-1; with an exception for the following courses: Band/Choir/Orchestra an average of 60-1, AP courses average 24-1, and Physical Education courses offered in a gymnasium 40-1 if the Board determines that it is reasonable to do so in light of all relevant circumstances.

When the size or composition and size of a class substantially disrupt the learning process on a regular and consistent basis, the affected teacher may discuss possible solutions with the principal. If the teacher is dissatisfied with the outcome, the teacher may appeal to the Superintendent whose decision is final. This procedure may not be initiated during the first or last 3 weeks of any semester or trimester.

Employees who may be affected by a change in grade assignments in the elementary school grades or by changes in subject assignments in the secondary school grades will be notified by their principals as soon as possible.

- B. Any Employee who would like to be considered for a change of assignment will submit a written statement of preference to his/her immediate supervisor and/or building principal. Such a statement will include a description of the reason(s) a new assignment is requested and a summary of the Employee's qualifications for such assignment and be submitted on or before February 15. There is no guarantee that the preference will be awarded when assignments are made.
- C. The Board, at its discretion, may allow provisions for its staff to participate in "job sharing." Proposals must be submitted to the Superintendent in writing by March 1, in order for approval to be granted to take effect the following school year. The Superintendent agrees to notify the employee(s) no later than June 1.
- D. The Board or its designee may request that an Association bargaining unit member serve as a temporary or part-time administrator.
1. A bargaining unit member who agrees to serve in a temporary or part-time administrative position shall not evaluate, discipline, supervise, or act in any way against the interests of other bargaining unit members.
  2. A bargaining unit member who is temporary or part-time administration shall only be represented by the Association for the portion of his/her assignment covered by the Master Agreement.
  3. A bargaining unit member's salary, benefits, and working conditions shall be prorated in accordance with the Master Agreement.



## ARTICLE 7: WORKING CONDITIONS

The parties recognize that the availability of optimum school facilities for both students and employees is desirable to ensure the high quality of education that is the goal of both the employee and the Board. It is also acknowledged that the primary duty and responsibility of the employee is to teach or perform other related certified job functions such as counseling and that the organization of the school and the school day should be directed at ensuring that the energy of the employee is primarily utilized to this end.

- A. The Board recognizes that appropriate educational materials are needed to instruct students. On-going classroom and department materials are supported as needed by site- based building budgets. Y5-12 Curriculum Committees select and budget for new instructional materials, and then submit proposals to the District School Improvement Committee for approval, followed by final approval from the Board of Education.
- B. The Board shall provide in each school restroom facilities exclusively for employee use, and at least one furnished room which shall be reserved for use as a faculty lounge.
- C. The Board will provide access to one outer door in the building in which an employee works. The employee is to use only this door for entering and leaving the building, and it is the Employee's responsibility to make sure this door or other doors and windows used by the Employee are secured and locked upon leaving the building. Misuse of keys or access cards may result in discipline.

## ARTICLE 8: PROTECTION OF EMPLOYEES

- A. Reporting and Investigation. Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor. The District shall promptly investigate the incident and the school employee shall be notified of the outcome of the investigation.
- B. Law Enforcement Notification. If requested by the school employee, the District shall promptly notify local law enforcement officials of any alleged assault by a student. This provision applies to any student in any grade level, regardless of the level of impairment or disability.
- C. Legal Counsel. If a Bargaining Unit Member, while acting consistent with Board policies and the law (as reasonably determined by the Board) in the scope of their duties, is accused of assault and/or battery, or sued, or is assaulted by a student in connection with their employment, the District shall provide legal assistance (or legal counsel if necessary), at no expense to the unit member in their defense.
- D. Removal of Students. The District, at its discretion, may remove any student in any grade level accused of assaulting a school employee from the classroom setting pending investigation and disposition of the allegation.
- E. Reimbursement for Damaged Property. The District shall carry sufficient insurance to cover the replacement cost (as opposed to actual cash value) of any personal property damaged or destroyed as

the result of an act of assault upon a school employee suffered in the course of their employment. In the event a dispute arises between the district and their insurance provider based on a claim submitted under this section by a school employee, the district shall pay the employee for any and all amounts not covered by insurance up to a maximum of \$500.00.

## **ARTICLE 9: VACANCIES AND PROMOTIONS**

- A. Whenever any vacancy in any professional position covered by this Agreement in the District shall occur, the Board shall publicize the same by posting an official written form of such vacancy on the Web site and copies of such notice shall be e-mailed to the WUEA Executive Board. This notice is to be posted for a period of at least five (5) working days prior to the application deadline.
1. A vacancy is a position which is unoccupied and is to be filled by the Board when all other employees have been assigned positions and for which there is no employee having a claim to return to the position from a leave of absence or layoff.
  2. Additional vacancies occurring after all assignments have been made shall be subject to the provisions of Article 9 except vacancies occurring after July 10, but before September 30, which do not require posting. The Board will also communicate summer vacancies on the Wayland Union District Website, and via email to all WUEA bargaining unit employees.
  3. Vacancies for less than a semester or trimester need not be posted until the conclusion of that trimester or semester. However, if the temporary vacancy is filled from within the bargaining unit, the Board may defer the posting until the beginning of the following school year or semester or trimester, whichever is shorter.
  4. Any employee may apply for such a vacancy in writing including email.
- B. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final. The Board declares its general policy of supporting qualified bargaining unit members for such vacancies; however, the failure to hire a bargaining unit member for a non-bargaining unit vacancy is not a violation of this Agreement.
- C. Any assignment in addition to the normal schedule during the regular school year, enumerated in Schedule B or Schedule C and summer school courses, shall not be obligatory but shall be with the consent of the employee.
1. A decision to remove an employee from an extra duty assignment or failure to reassign an employee to an extra duty assignment shall not be considered a demotion or a discharge, nor shall it be grounds for a grievance.
  2. Notice of a vacancy will be posted on the Web site and e-mailed to all WUEA bargaining unit Employees.

## ARTICLE 10: LEAVES OF ABSENCE

A. Paid Time Off (PTO). Employees covered by this Agreement will have PTO in place of specified sick or personal days. At the beginning of each school year all full-time employees shall be credited with a thirteen (13) day PTO allowance to be used for absence. A prorated accumulation is provided for part-time employees. The PTO allowance will be prorated based on the actual length of the individual contract. No payment for unused PTO shall be made, and if an Employee does not complete their contract period the Board will be reimbursed for any used PTO in excess of the proportionate number of PTO days as of the termination date, and the Employee will consent to deduction of such reimbursement as needed from applicable payroll checks.

1. Use limitations:

- Time can be used in half or full day increments only.
  - No more than three (3) consecutive days can be taken at one time. (i.e., T, W, Th or Th, F, M., etc.)
  - Days off should be clearly noted as “PTO.”
  - Unscheduled consecutive days off beyond three (3) will require a doctor's note.
  - PTO days may not be taken on the first day or last day of the school year, or when professional development is scheduled.
  - PTO may not be used preceding or following each holiday or vacation period when school is not in session, to include Thanksgiving, Winter Break, Mid-winter Break, Spring Break, and Memorial Day. However, the district will allow six (6) Employees to use a PTO day preceding or following each holiday or vacation period when school is not in session through an Association lottery system. The Association lottery will be held by October 15.
2. If an employee is sick on a school day preceding or following a holiday or vacation period, or on the first or last day of school, PTO may be used with a physician’s statement indicating the Employee’s inability to report to work. The physician’s statement must be submitted within five school days from the Employee’s return to work. If the employee does not present a statement this day will be a dock day.
3. In the event a WUS Employee transfers from another classification and has days in other leave time categories, their days will be calculated by the administration office for the conversion to PTO based on the number of hours daily in their former position compared to the scheduled hours of the new position.
4. Family Emergencies using up to five (5) PTO days can be taken when authorized by the building administrator. All requests are to be submitted in writing/email. The immediate family shall include father, stepfather, mother, stepmother, grandmother, step-grandmother, grandfather, step-grandfather, spouse, spouse's father, stepfather, mother, stepmother, grandmother, step-grandmother, grandfather and step-grandfather, children, stepchildren, grandchildren, step-

grandchildren, brother, stepbrother, sister and stepsister, or others as approved by the building administrator.

5. The Employer will provide each Employee with a report of the number of remaining PTO each pay period on their pay stub.

#### B. Bereavement Leave

1. The employee shall be entitled to receive up to three (3) days leave with pay due to the death of his/ her spouse/domestic partner, mother, father, child, brother, sister, grandparent, grandchild or his/her current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law to the extent reasonably required to attend the funeral of the deceased person. Up to three (3) additional days deducted from accumulated PTO leave may be granted with the prior approval of the building administrator.
2. An employee may attend a funeral for either a student or the student's parent(s) with prior approval from their building principal. With approval, the absence will be documented as up to one (1) school business day. The substitute teacher must be available and present in the classroom prior to the employee attending the funeral. The employee must attend the funeral of the deceased to be granted said day.

#### C. FMLA Leaves

1. The parties will follow the requirements of the Family and Medical Leave Act (FMLA), in accordance with procedures adopted by the Board consistent with that Act, which may be reviewed at [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla). Any paid or unpaid leave which qualifies as an FMLA leave shall be concurrently designated as FMLA leave in accordance with FMLA regulations. Any accrued paid leave shall be taken at the beginning of the leave as permitted in the FMLA regulations. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption, or foster care placement, qualifying military exigency, or for a serious medical condition affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. Employees who are out sick for three (3) or more consecutive days or believe they may have need of a FMLA qualifying leave, must notify the district's Human Resources office and may need to begin filling out paperwork for a potential FMLA leave.
2. FMLA-eligible Employees with a FMLA-qualifying event shall be entitled to use up to sixty (60) accumulated PTO days to be paid from the Employee's PTO. Said sixty (60) PTO days shall run concurrently with FMLA, in accordance Federal Law.

- #### D. Professional Conference Days.
- Employees may be granted, by the District, the opportunity to attend conferences or visit another school system during the year at the expense of the District.

## E. Unpaid Leaves

1. Child Care Leaves. An unpaid childcare leave (maternity, paternity, adoptive) of up to one (1) year may be granted. An Employee may request an extension of up to one (1) additional year of the childcare leave, which may be granted at the Board's sole discretion, provided the Employee submits a written request for extension by March 1. Denial of requests for unpaid childcare leave may not be grieved.
2. Extended Sick Leave
  - a. An employee who is unable to work because of personal illness or disability, including for this purpose maternity, and who has exhausted all PTO available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the employee, subject to approval by the Board. FMLA leave shall run concurrently with any such leave for up to twelve (12) workweeks. If the Board fills this vacancy by putting another employee under contract, the employee on leave will not be reinstated for the duration of this contract or prior to the end of the school year, whichever first occurs.
  - b. If the employee on leave intends to return the following year, they must notify the Superintendent of their intent by March 1. A statement, by a physician, may be required by the Superintendent, as to the physical or mental fitness of such employee before the employee is reinstated to their teaching duties. Should the Superintendent require a statement by someone other than the attending physician, the additional expense will be borne by the Board.
3. Teacher Exchange Programs. A leave of absence of up to one (1) year shall be granted to any Employee upon application for the purpose of participating in exchange teaching programs in other states, territories, or countries. If the Employee on leave intends to return the following year, they must notify the Superintendent of their intent before March 1. Upon return from such leave, the Employee shall be placed on the same position on the salary schedule as they would have been had they taught in the District that year. Only tenure Employees may apply for this leave and the Board must approve their applications.
4. Military Leaves. A military leave of absence shall be granted under such terms and conditions as are required by applicable federal and state laws.

- F. Long Term Disability (LTD) and PTO Bank. In the event an Employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the Superintendent or designee will invite the donation of up to three PTO days per school year, per Employee, per event, to be available to the Employee who has exhausted all PTO days. Employees may access the PTO Bank one time per event. In no year shall the total number of donated days exceed one day per Employee covered by this Agreement. Days must be donated within 14 calendar days of the request. Unused donated days shall not accumulate. Any days not used shall be returned to the Employees contributing such days in a random fashion determined by the District, which determination may not be grieved. An employee that qualifies to receive LTD, by reaching the ninety (90) day modified fill date, will not be eligible to continue to use PTO bank days. No Employee receiving compensation through workers compensation, LTD or STD shall be eligible. This illness or disability must be of an

emergency nature and the leave must be taken as an uninterrupted block of time for each such illness or disability, unless allowed under the terms of the LTD policy. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

## G. Special Leaves

1. Court Appearances / Jury Duty. An Employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between their base pay and the pay received for the performance of such obligation. Court appearances initiated or caused by the employee must be taken as PTO days.
2. Sabbatical
  - a. Employees who have been employed in the Wayland Union Schools for six (6) years may be granted a sabbatical leave for one (1) year.
  - b. To be eligible for leave, an employee must be accepted for study in a Grant and Aid program.
  - c. The Board will reimburse an employee on sabbatical leave the difference between the amount of the Grant and Aid up to one-half (1/2) of his/her total salary at the proper step on the salary schedule.
  - d. Any Employee granted a sabbatical leave shall sign a non-interest-bearing promissory note in the amount equal to the sum granted by the Board. Should he/she fail to fulfill a service time equal to twice the length of his/her sabbatical leave, this note shall become payable on demand.
  - e. An Employee, upon return from a sabbatical leave, shall be restored at the beginning of the school year following the leave, to their former position or to a comparable position for which they are certified and highly qualified. The Employee shall be placed on the salary schedule as he/she would have been had he/she taught in the District during such period.
  - f. The program of study for the year, together with the application, must be submitted to the Superintendent for approval. After due consideration of all applicants, the Superintendent shall present each request to the Board with their written recommendation of an acceptance or rejection. The employee involved shall be asked to be present at the meeting when their program comes up for consideration by the Board.
  - g. A maximum of one (1) eligible employee may be granted sabbatical leave each year.
3. Dock Days (An employee may not be charged with less than a half (1/2) day of absence.)  
If an employee has exhausted all leave time, the Employee will be docked the amount of their per diem (current salary divided by the number of contracted days) and may be subject to discipline.

#### 4. Voluntary Leave

- a. The application for this special leave shall be submitted in writing by the Employee prior to March 1 of any year and shall be acted upon by the Board no later than June 30 of any year.
- b. The term of the leave of absence shall be for the next school year.
- c. In the absence of receipt by March 1 of the written notification by the Employee of their intent to return from the special leave, the employee shall be deemed to have voluntarily resigned their position as of that date.
- d. Upon the termination of such leave an ancillary staff Employee shall be placed in an assignment for which he/she is qualified provided, however, that the employee may be subject to layoff under the provisions of Article 11 of the Agreement.
- e. This voluntary leave provision shall be available to any non-probationary Employee who has accrued six (6) or more years of service in the district.
- f. An otherwise eligible Employee may be denied a leave if in the opinion of the Board the best interests of the school district would be served thereby.

#### H. Leave Provisions

1. Request Procedure. In connection with a request for leave of absence, the Employee requesting the leave is required to inform the principal of the basis for the request and otherwise comply with the procedure for requesting a leave of absence, including FMLA procedures when FMLA leave applies. Failure to follow this procedure or abuse of the leave privilege may result in having the absence considered as unexcused.
2. Return Procedures. Unpaid leaves which are longer than 12 weeks do not qualify as FMLA leaves. An Employee returning from leave provided in this paragraph shall be placed on the step of the salary schedule from which they went on leave. Except for FMLA leaves which do not exceed 12 work weeks, if the Board fills this vacancy by putting another Employee under contract, the Employee on leave will not be reinstated for the length of this contract or prior to the end of the school year, whichever first occurs.
  - a. Teachers returning during a school year from an unpaid leave of less than one school year shall be returned to a position for which they are certified and highly qualified, as applicable, if available.
  - b. Ancillary staff employees returning during a school year from an unpaid leave of less than one school year shall be returned to their former position. Employees on leave for one school year, who notify the District of their intent to return by March 1, shall be returned to their former position or to a position of like nature (K-2; 3- 4; 5-6; 7-8; 9-12) if a vacancy is available. Employees who do not provide written notice by March 1, and employees who return from approved unpaid leaves of more than one school year, shall be assigned by the District to an assignment for which they are certified and qualified if a vacancy is available. Nothing in this Article precludes or impairs the Board's right of assignment.

3. Other Leave Provisions

- a. An Employee may not be charged with less than one-half (1/2) day of absence.
- b. All leave days shall be charged only against "on-duty" days with the exception of those days called for inclement weather depending on "snow day" regulations in effect that year.
- c. Employees shall be informed of the process to request a substitute, if needed, to report unavailability for work. Once an Employee has reported unavailability to the designated absence management system, it shall be the responsibility of the Administration to arrange for a substitute Employee.
- d. The Employer will provide each Employee with a report of the number of accumulated leave days on their pay stub.

**ARTICLE 11: REDUCTION IN PERSONNEL**

- A. In the event the Board finds it necessary to reduce the number of Employees employed in any department, school, or program because of financial limitations, changes in program, or other reasons, the Association will be notified as promptly as possible and consulted regarding the effects of such reduction on the Employees represented by the Association.
- B. The Board will give any notice of layoff to ancillary staff as promptly as possible, and in no event any later than July 15 of any year.
- C. The Board will use its best efforts to assist ancillary staff Employees so released to secure other employment.
  1. Any Employee who is so released, who desires to be recalled when a position for which he/she is qualified becomes available, shall keep the Board advised of his/her current address and telephone number. Ancillary Staff Employees will be recalled in inverse order of layoff subject to Article 11.
  2. If any Employee is recalled to the District after being released as provided above, he/she shall be returned to the salary step they were on at the time of the reduction and be given full credit for any additional years of experience obtained by them during such period of reduction.
- D. No later than February 15 of each year, the Board shall prepare a seniority list. The seniority list shall be emailed to each building representative and a copy provided to the Association president. The Association will notify the Board within 30 calendar days of its objections, if any, to the seniority list. Untimely objections shall not be waived. Revisions and updates of the seniority list will be returned to each building representative within 15 calendar days or by April 1 (whichever is later) with a copy provided to the Association President
- E. Employees shall continue to accrue seniority during any leave of absence approved by the Board.



- F. All seniority and recall rights shall be lost when an employee:
1. Resigns or quits.
  2. Is discharged for cause. (APPLIES ONLY TO ANCILLARY STAFF)
  3. Retires.
  4. Fails to return from an authorized leave of absence on the agreed upon date.
  5. Is on layoff for a maximum of three (3) years.
  6. Refuses recall to a position for which they are certified and qualified.

## **ARTICLE 12: PROFESSIONAL DEVELOPMENT**

- A. The Board and the Association agree that thirty (30) hours of professional development shall be scheduled. The content will be coordinated by the Administration with input from the Association through involvement on building or District school improvement teams. These days are considered part of an employee's professional work and employees are required to be in attendance during these days. In no case shall the scheduled hours of instruction (as defined by the State) fall below the minimum required for full State Aid.
- B. All missed required professional development must be made up outside of the Employee's contractual hours, which must be approved by the Employee's supervisor. Non-completion of the required Professional Development will result in an equivalent payroll deduction (at the rate of 6 Professional Development hours per day) from the final paycheck of the school year contract.
- C. Mentor Employees – Regarding all Bargaining Unit Employees
1. A Mentor Employee shall be defined as a Master Employee as identified in section 1526 of the School Code and shall perform the duties of a Master Employee as specified in the code.
  2. Each Employee new to the profession, in their first three (3) years shall be assigned a Mentor Employee by the Administration. The Mentor Employee shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.
  3. A Mentor Employee shall be assigned in accordance with the following:
    - a. Participation of bargaining unit members as a Mentor Employee shall be voluntary.
    - b. A reasonable effort will be made to match the probationary employee with a Mentor Employee who works in the same building/department.
    - c. Probationary employees may be assigned one (1) or more Mentor Employees. Where

possible, at least one (1) shall be a member of the bargaining unit.

- d. The Mentor selected from the staff shall be compensated at the rate as stated in Schedule B, per probationary employee with no Mentor being assigned more than two (2) probationary employees.
  - e. Each Mentor shall receive training which will be developed by the Administration.
- 4. The purpose of the Mentor/probationary employee match is to acclimate the probationary employee and to provide necessary assistance to promote quality instruction. The Board and the Association agree the relationship shall be confidential.
  - 5. Nothing in this Article provides a mentor with a special status or basis due to mentoring for refusing to truthfully disclose facts during a Board investigation of Employee conduct.

### **ARTICLE 13: ANCILLARY STAFF EVALUATION**

- A. The parties recognize that the purpose of ancillary staff Employee evaluations is to maintain a high quality of student support and instruction in the Wayland Union Schools and to assist teachers in improving their classroom effectiveness. Whenever a time period of less than ten (10) days is described in this Article, it shall exclude workdays in which the Employee or evaluator are absent.
- B. The parties agree that the Employee evaluation procedure shall provide for informal opportunities for the evaluator to record the performance of the employee at other times in addition to the formal work setting visitations.
- C. All probationary ancillary staff Employees will be formally observed at least two (2) times each probationary year, as part of the formal evaluation process.
  - 1. The first probationary ancillary staff Employee observation shall be completed within two (2) months of commencement of employment.
  - 2. At least two (2) of the observations of the probationary ancillary staff Employee will be at least sixty (60) calendar days apart unless the ancillary staff and evaluator otherwise agree.
  - 3. Non-probationary ancillary staff Employees will be formally evaluated annually or at least one (1) time every three (3) years if they receive a Highly Effective evaluation for two consecutive years with each evaluation based on at least two (2) formal observations.
  - 4. Ancillary staff Employees who are not eligible to acquire tenure status will serve a two or four- or five-year probationary period as if they were eligible to acquire tenure, as applicable.
- D. Ancillary staff evaluations shall be conducted by the employee's building principal(s) or immediate supervisor. As part of the individualized development plan, the evaluating administrator may request a second administrator or consultant to observe and/or review the employee's work. This input shall not by itself cause an employee to be found unsatisfactory or be the sole basis for discipline. Before an evaluation of any employee, the evaluator shall consult with the Employee regarding the

evaluation. This may be done in a general meeting of all those being evaluated or in an individual meeting. This meeting shall include an explanation of all formal documents being used by the evaluator.

1. Prior to the evaluation process and at other times during the year, the building principal, or at the request of the building principal, another administrator or consultant is encouraged to visit the work setting informally.
  2. Each Employee's evaluation will be completed no later than the last day of school unless the employee and evaluator otherwise agree in writing. Each probationary Employee's evaluation will be completed by March 31 or at least 90 days before the end of the probationary year. An evaluation conference shall be held to discuss the final evaluation. The Employee shall sign the final evaluation document indicating it has been received and reviewed. The signing of the document does not indicate agreement with its contents.
  3. If requested by the Employee in writing, a representative of the WUEA may be present at any conference which is part of the evaluation process. However, the conference does not have to be scheduled to accommodate attendance of a particular representative.
- E. Ancillary staff evaluation forms shall be agreed upon by the parties.
1. The form may include the evaluator's written suggestions for improvement.
  2. The Employee will have an opportunity to respond in writing to the observation/evaluation on the form.
  3. The form will also provide a space for the Employee to indicate agreement or disagreement.
- F. The content of an evaluation shall not be subject to the grievance procedure.

#### **ARTICLE 14: COMMUNICATIONS & NEGOTIATIONS PROCEDURES**

- A. Each building shall establish a monthly communications meeting between the Principal and the Building Representative(s). The purpose of this meeting is to problem solve issues as they occur at the building level. A leadership meeting between the Superintendent and the Association President or designee may meet monthly to address concerns not resolved at the building level.
- B. The parties have established a Joint Committee for the purpose of providing a forum for the submission, exchange, and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint five (5) representatives, with at least two (2) Board members and the Superintendent and the Association President, and additional members as deemed appropriate.

The Joint Committee will meet a minimum of once per trimester, to be determined by either the Board or the Association. It shall be concerned with developing an effective and candid communication relationship between the parties and may propose non-binding recommendations to the Board or to the Association from time to time.

It is expressly understood that this Joint Committee shall not be considered to be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal.

No actions taken in this Joint Committee shall form the basis for employee disciplinary action under Article 16 or for a grievance under Article 15.

- C. The Association agrees that under no circumstances will the Association or its members authorize, sanction, condone, or acquiesce in any strike or work stoppage of any kind during the period of this Agreement in the Wayland Union Schools.
- D. For the life of this Agreement, except as stated in this Article, the parties voluntarily and unqualifiedly waive the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered by this Agreement, or with respect to any subject or matter which was negotiated but no agreement was reached.

#### **ARTICLE 15: PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance is an alleged violation of the express terms of this Agreement. No grievance will be granted that requires the Board to violate applicable federal and state laws.
- B. The Association will identify its building representatives and grievance chair within the first month of school each school year.
- C. The term “days” herein used shall mean business working days. Additional days may be added to any individual number of days below if agreed in writing by the immediate supervisor and/or Superintendent AND by the grievance chair and/or Association President. The term “grievant” used herein shall mean an Employee, group of Employees, or the Association, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement.
- D. Within twelve (12) days of an alleged violation of this agreement, the grievant and/or grievance chair shall meet and orally discuss the matter with the immediate supervisor in an attempt to resolve the matter.
- E. Level One – Superintendent: If no resolution is agreed upon within five (5) days of the discussion, the grievant and/or grievance chair shall, within five (5) additional days, reduce the matter to writing, and transmit it (a written grievance) to the immediate supervisor and the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Superintendent, or his/her designated representative, shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of same to the grievant, the grievance chair, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

- F. Level Two – Board of Education: If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, then within fifteen (15) additional days the grievant may appeal same to the Board of Education by transmitting a written grievance, along with the decision of the Superintendent, or his/her designated representative, with the Secretary of the Board and Superintendent.

The Board shall, at the next regularly scheduled Board meeting or work session, allow the grievant and/or grievance chair an opportunity to be heard (grievance hearing). If the Secretary of the Board receives the written grievance within seven (7) days of a regularly scheduled Board meeting or work session, then the grievance shall be scheduled for the following regularly scheduled Board meeting or work session.

Within fifteen (15) days from the grievance hearing, the Board will transmit its decision in writing to the grievant, grievance chair, Association Secretary and Superintendent. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that in no event, except with expressed written consent of the Association shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing.

- G. Level Three – Arbitration: If a grievance is not settled as a result of such final determination by the Board, the Association shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken by written notice given to the other party within fifteen (15) days from the date the Board's answer is given. If the parties cannot agree upon such arbitrator within ten (10) days after the notice is given, then they shall select such arbitrator in accordance with the rules of the American Arbitration Association.
- H. All grievance procedures and investigations by the Association will be processed during time which does not interfere with assigned duties.
- I. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- J. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- K. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
- L. The enclosed written grievance form shall be mutually agreed upon and must be used by the Board and the Association and it shall be supplied by the Board of Education. All persons involved in the grievance shall have a copy of the grievance form.

- M. It shall be the function of the arbitrator and they shall be empowered, except as their powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
1. The power and authority of the arbitrator shall be limited in each case to resolving the question submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association, nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties.
  2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
  3. No decision in any one case shall require a retroactive adjustment in any other case.
  4. They shall have no power to establish salary scales.
  5. They shall have no power to rule on any of the following:
    - a. The termination of services of, or failure to re-employ any probationary employee.
    - b. The termination of services or failure to re-employ any employee to a position other than their basic position. However, if an Employee is not properly notified, lack of proper notification can be subject to arbitration
    - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act, as amended.
    - d. Any matter involving the content of an Employee evaluation.
  6. They shall have no power to construe any provision of this agreement so as to interfere with or impair the Board's compliance with the NCLB as written.
  7. They shall have no power to give effect to any provision of this agreement which constitutes a prohibited subject of bargaining within the meaning of applicable state law.

## **ARTICLE 16: EMPLOYEE DISCIPLINE**

1. Any Employee shall be entitled to have present a representative of the Association during any disciplinary interviews or actions. When a request for representation is made, no meeting shall occur with respect to the Employee until a representative is present.

### **APPLICABLE TO ANCILLARY STAFF ONLY**

2. Any formal complaint made against an ancillary staff employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the Employee.
3. No ancillary staff Employee shall be disciplined without just cause. Employees will be informed of applicable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies.
4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining ancillary staff employees:
  - a. Verbal reprimand. This verbal reprimand shall be documented with the date and topic.
  - b. Written warning.
  - c. Suspension without pay.
  - d. Dismissal.
5. Further, it is agreed and understood that, depending upon all of the circumstances, there may be a combination or acceleration of such steps.

## **ARTICLE 17: PROFESSIONAL COMPENSATION**

- A. Attached hereto and made a part hereof are salary (Schedule A), extra duty (Schedule B), hourly rates (Schedule C) and insurance schedules (Schedule D) which are to remain in effect per Article 18 E).
- B. In order to comply with MCL 388.1764h, the Board will adopt policies to comply with this provision and communicate the details of these policies to all eligible Employees before they take effect.
- C. Schedule B describes the extra duty salary schedule and the manner in which other work listed therein is compensated. Schedule C defines the hourly rate for extra duties that are not included in either Schedule A or Schedule B. Schedule D describes the insurance provisions.
- D. Employees will be paid their annual salary in twenty-four (24) equal payments. Employees may elect, by submitting their request in writing to the Assistant Superintendent of Finance & Operations by May 1<sup>st</sup> of each year, to have their summer payments of the current contract year paid with the

second pay in June. Any required or standard deductions normally deducted in July and/or August, will also be deducted on the second pay of June if electing the summer lump sum payment option.

- E. Employees may authorize payroll deductions in writing for all purposes allowed by law or Board policy, including eligible IRS 403(b), IRS 457(b) contributions and IRS Section 125, and insurance providers provided the written request is received by the Business Office at least two (2) weeks before the payroll date. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing investment alternatives to assist them in achieving their retirement savings goal. The Board of Education and the Association have named TSA as the third-party administrator (TPA) for the School District's Tax Sheltered Deferred Retirement Plan. Any costs incurred for administration of the plan will be paid for by the Board of Education or participating vendors. No costs will be levied on WUEA Employees.
1. The Board participates with Michigan Retirement Investment Consortium (MRIC) and the vendors as named by MRIC. Accordingly, the following is understood:
    - a. The Board of Education agrees to perform the required IRS services and plan administration.
    - b. The Board of Education shall provide a copy of all Plan documents to the Association when requested.
    - c. The Board agrees to 'hold harmless' and defend, inclusive of reasonable attorney fees, affected employees any and all liability resulting from negligent error(s), omission(s), actual mishandling of the plan by the TPA, the Board, and/or the Administration and/or failure to comply with the terms of the plan, and/or failure to comply with applicable laws and/or regulations.
  2. The parties further understand and agree that the regulations regarding the administration of 403(b) and 457 (b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
    - a. A mutually agreed upon plan document, consistent with all legal requirements, shall be distributed to the Association by December 31, 2008. No changes in the future shall occur in the Plan Document without sixty (60) days prior notification to the Association President by the Board of Education. Plan document changes that are not required by the IRS shall be mutually agreed upon by the parties in writing. It is understood that the Board's method of notification shall be certified by mail to the MEA Gobles office and the Association President (home address) when school is not in session. It is also understood that a lack of written response by the Association within thirty (30) days of the notification being received means that the Association does not object to the Board's proposed changes to the plan document.
    - b. The plan document shall allow employees the ability to make changes in the investment portfolio.



- c. Additionally, the plan document shall allow for:
  - i. Employer Contributions, if mutually agreed upon herein.
  - ii. "Catch Up" Contributions as defined by the IRS, except the 15 years of service catch up contributions.
  - iii. Emergency or hardship withdrawals under restrictions included within the plan.
  - iv. The ability of an employee to request and receive a single loan as appropriate under 403(b) regulations.
  - v. Acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e., "Rollover") as appropriate under 403(b) regulations.
  - vi. Planned withdrawals as appropriate under 403(b) regulations.
  - vii. Participating employees are given the ability to make changes in their status within the plan as appropriate under 403(b) regulations.
  - viii. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for the purpose.
  - ix. Regular communication to all participants including, but not limited to, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration.
  - x. All bargaining unit members are eligible to participate in the plan.

F. Employees paid under Schedule B shall have the option of receiving payment in a lump sum when the duties are completed, or seventy five percent (75%) incorporated into their regular pay and the remaining twenty five percent (25%) when the duties are completed. Employees paid under Schedule C will receive payment on the next payroll following the submission of their administrator approved timecard, pay sheet, or sign in sheet for the next payroll period.

G. Tuition Reimbursement

- 1. Teachers who have a provisional teaching certificate, not exceeding eighteen (18) credits, and are working toward a professional certificate, shall be reimbursed for up to three (3) credits per year not to exceed 85% of the GVSU fall graduate rate upon proof of satisfactory completion (grade of a B or better) of the credits and official grade reports, payment documentation, and a tuition reimbursement request form may be submitted for payment upon completion of a course by May 15<sup>th</sup> and must be received in the Business Office no later than June 1<sup>st</sup>. A class completed with official grades after June 1<sup>st</sup> may be submitted for the following year. All payments will be paid upon receipt of proper documentation and will be paid on a first come first serve basis until the allotted funds are exhausted. Those teachers requiring an extension (renewal) of their provisional certificate are not eligible for reimbursement for any additional credits until they obtain the professional certificate.

2. Funds remaining after teachers working toward their professional certificates have been reimbursed will be used for all other employees who are eligible to be reimbursed up to six (6) credits every five (5) years (not to exceed three (3) credits per year), and not to exceed 85% of the GVSU graduate rate, upon proof of satisfactory completion (grade of a B or better) of the credits. Coursework must support District instructional programming as determined by the building principal, Assistant Superintendent of Instruction, and the Superintendent. Official grade reports and payment documentation may be submitted throughout the year and must be received no later than June 1<sup>st</sup>. These payments will be paid after June 1<sup>st</sup> and will be paid on a first come first serve basis (determined by the date documentation was received in the Administration Office) until the remaining allotted funds are exhausted.
3. The District shall be liable for no more than \$16,000 in any school year. All employees eligible for reimbursement shall submit official grade reports and payment documentation. The employee receiving tuition reimbursement must be contracted for the following school year in order to receive reimbursement. Employees leaving the district before the beginning of the following school year shall refund the District for the tuition reimbursement received.

H. Teachers retiring, with the intent to complete the academic year under the Michigan Public School Employees Retirement System, and notifying the District by April 1 of the intent to retire, shall be compensated for unused PTO days in the following manner:

15-74 Days    \$35 x total number of accumulated PTO days

75-150 Days    \$50 x total number of accumulated PTO days

Example #1: Retiree has 34 accumulated PTO days and receives  $34 \times \$35 = \$1,190$

Example #2: Retiree has 82 accumulated PTO days and receives  $82 \times \$50 = \$4,100$

The payment will be made to an employer approved Tax-Sheltered Deferred Retirement Plan account by June 20. If the employee has not set up this Tax-Sheltered Deferred Retirement Plan account by May 31<sup>st</sup> the funds will revert back to the district.

I. In order to comply with Section 164h (1) (d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies to the Association President no later than December 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

**ARTICLE 18: DURATION OF AGREEMENT**

- A. This Agreement and any supplements added to it by mutual agreement are immediately effective and shall remain in full force and effect until the dates stated below.
- B. Language Duration. Language terms expire August 20, 2026.
- C. One-year agreement, calendar only (Article 4 A through C)
  - a. 2021-2022, attached as Exhibit A1
  - b. Calendar terms expire August 20, 2022
- D. Economic Duration. Economics expire August 20,2023.

WAYLAND UNION EDUCATION ASSOCIATION

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*Erin Koopman*  
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By \_\_\_\_\_  
 Its President

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*Jennifer Bailey*  
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By \_\_\_\_\_  
 Its Secretary

WAYLAND UNION SCHOOLS BOARD OF EDUCATION

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By \_\_\_\_\_  
 Its President

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By \_\_\_\_\_  
 Its Secretary

- E. Economics negotiated for 2023 through 2025 expire August 20,2025.
- F. Calendar expires annually on August 20.

**WAYLAND UNION EA/MEA/NEA**

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*Erin Koopman*  
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Erin Koopman, President  
 Date: 10/26/2023

DocuSigned by:  
*Jennifer Bailey*  
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Jennifer Bailey, Secretary  
 Date: 10/26/2023

**WAYLAND UNION BOARD OF EDUCATION**

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Dan Cassini, President  
 Date: 10/26/2023

DocuSigned by:  
*Becky Hohnke*  
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Becky Hohnke, Secretary  
 Date: 10/26/2023

**SCHEDULE A: 2021-2022**

2021-22 = 4%* and:		*Step 13 = 2%, and Step 15 = 2%				
1.04	BA	BA+18	MA	MA+15	MA+30	
1	\$ 40,673	\$ 41,264	\$ 42,442	\$ 43,031	\$ 43,621	4.0%
2	\$ 40,944	\$ 41,647	\$ 43,054	\$ 43,751	\$ 44,453	4.0%
3	\$ 42,520	\$ 43,286	\$ 44,709	\$ 45,434	\$ 46,160	4.0%
4	\$ 44,095	\$ 44,850	\$ 46,366	\$ 47,117	\$ 47,870	4.0%
5	\$ 46,062	\$ 46,852	\$ 49,132	\$ 49,917	\$ 50,705	4.0%
6	\$ 47,331	\$ 48,145	\$ 50,457	\$ 51,263	\$ 52,074	4.0%
7	\$ 49,271	\$ 50,117	\$ 52,496	\$ 53,335	\$ 54,179	4.0%
8	\$ 51,210	\$ 52,091	\$ 54,535	\$ 55,407	\$ 56,286	4.0%
9	\$ 53,539	\$ 54,458	\$ 56,982	\$ 57,895	\$ 58,814	4.0%
10	\$ 55,867	\$ 56,827	\$ 59,429	\$ 60,383	\$ 61,338	4.0%
11	\$ 58,785	\$ 59,195	\$ 61,878	\$ 62,870	\$ 63,865	4.0%
12	\$ 61,700	\$ 62,349	\$ 65,142	\$ 66,184	\$ 67,235	4.0%
13	\$ 63,063	\$ 67,011	\$ 69,944	\$ 71,067	\$ 72,194	2.0%
14	\$ 67,532	\$ 69,442	\$ 72,446	\$ 73,596	\$ 74,742	4.0%
15	\$ 68,755	\$ 72,543	\$ 76,160	\$ 78,045	\$ 80,033	2.0%
16	\$ 71,133	\$ 74,828	\$ 78,398	\$ 80,369	\$ 82,433	4.0%
17	\$ 71,816	\$ 75,327	\$ 78,757	\$ 80,768	\$ 82,861	4.0%
18	\$ 72,498	\$ 75,825	\$ 79,117	\$ 81,167	\$ 83,288	4.0%
19	\$ 73,179	\$ 76,322	\$ 79,475	\$ 81,565	\$ 83,716	4.0%
20	\$ 73,863	\$ 76,820	\$ 79,836	\$ 81,965	\$ 84,145	4.0%
21	\$ 74,546	\$ 77,320	\$ 80,196	\$ 82,363	\$ 84,574	4.0%
22	\$ 75,228	\$ 77,816	\$ 80,555	\$ 82,762	\$ 85,000	4.0%
23	\$ 75,912	\$ 78,315	\$ 80,916	\$ 83,160	\$ 85,428	4.0%
24	\$ 76,594	\$ 78,812	\$ 81,276	\$ 83,560	\$ 85,856	4.0%
25	\$ 77,277	\$ 79,311	\$ 81,635	\$ 83,958	\$ 86,284	4.0%

For the 2021-2022 school year, steps 20-25 will receive an off schedule payment of \$1000

**SCHEDULE A: 2022-2023**

2022-23 = 3%* and:		*Step 13 = 0%, and Step 15 = 1%				
1.03	BA	BA+18	MA	MA+15	MA+30	
1	\$ 41,894	\$ 42,502	\$ 43,715	\$ 44,322	\$ 44,930	3.0%
2	\$ 42,173	\$ 42,897	\$ 44,345	\$ 45,064	\$ 45,786	3.0%
3	\$ 43,796	\$ 44,585	\$ 46,050	\$ 46,797	\$ 47,545	3.0%
4	\$ 45,418	\$ 46,196	\$ 47,757	\$ 48,530	\$ 49,306	3.0%
5	\$ 47,443	\$ 48,258	\$ 50,606	\$ 51,414	\$ 52,226	3.0%
6	\$ 48,751	\$ 49,589	\$ 51,970	\$ 52,801	\$ 53,636	3.0%
7	\$ 50,749	\$ 51,620	\$ 54,071	\$ 54,935	\$ 55,804	3.0%
8	\$ 52,747	\$ 53,653	\$ 56,172	\$ 57,070	\$ 57,974	3.0%
9	\$ 55,145	\$ 56,092	\$ 58,692	\$ 59,632	\$ 60,578	3.0%
10	\$ 57,543	\$ 58,532	\$ 61,212	\$ 62,195	\$ 63,178	3.0%
11	\$ 60,549	\$ 60,971	\$ 63,735	\$ 64,757	\$ 65,781	3.0%
12	\$ 63,551	\$ 64,219	\$ 67,096	\$ 68,170	\$ 69,252	3.0%
13	\$ 63,063	\$ 67,011	\$ 69,944	\$ 71,067	\$ 72,194	0.0%
14	\$ 69,558	\$ 71,525	\$ 74,619	\$ 75,804	\$ 76,984	3.0%
15	\$ 69,442	\$ 73,268	\$ 76,921	\$ 78,825	\$ 80,833	1.0%
16	\$ 73,267	\$ 77,073	\$ 80,750	\$ 82,780	\$ 84,906	3.0%
17	\$ 73,970	\$ 77,586	\$ 81,120	\$ 83,191	\$ 85,347	3.0%
18	\$ 74,672	\$ 78,100	\$ 81,491	\$ 83,602	\$ 85,787	3.0%
19	\$ 75,375	\$ 78,612	\$ 81,859	\$ 84,012	\$ 86,228	3.0%
20	\$ 76,079	\$ 79,125	\$ 82,231	\$ 84,424	\$ 86,669	3.0%
21	\$ 76,783	\$ 79,639	\$ 82,602	\$ 84,834	\$ 87,111	3.0%
22	\$ 77,485	\$ 80,150	\$ 82,972	\$ 85,245	\$ 87,550	3.0%
23	\$ 78,190	\$ 80,664	\$ 83,343	\$ 85,655	\$ 87,990	3.0%
24	\$ 78,892	\$ 81,177	\$ 83,714	\$ 86,067	\$ 88,432	3.0%
25	\$ 79,596	\$ 81,691	\$ 84,084	\$ 86,477	\$ 88,872	3.0%



## SCHEDULE A: 2023-2024

5%

1	\$43,989	\$44,627	\$45,901	\$46,538	\$47,177
2	\$44,282	\$45,042	\$46,562	\$47,317	\$48,075
3	\$45,986	\$46,814	\$48,353	\$49,137	\$49,922
4	\$47,689	\$48,506	\$50,145	\$50,957	\$51,771
5	\$49,815	\$50,671	\$53,136	\$53,985	\$54,837
6	\$51,189	\$52,068	\$54,569	\$55,441	\$56,318
7	\$53,286	\$54,201	\$56,775	\$57,682	\$58,594
8	\$55,384	\$56,336	\$58,981	\$59,924	\$60,873
9	\$57,902	\$58,897	\$61,627	\$62,614	\$63,607
10	\$60,420	\$61,459	\$64,273	\$65,305	\$66,337
11	\$63,576	\$64,020	\$66,922	\$67,995	\$69,070
12	\$66,755	\$67,430	\$70,451	\$71,579	\$72,715
13	\$69,425	\$70,362	\$73,441	\$74,620	\$75,804
14	\$72,897	\$75,101	\$78,350	\$79,594	\$80,833
15	\$75,813	\$76,931	\$80,767	\$82,766	\$84,875
16	\$76,930	\$80,927	\$84,788	\$86,919	\$89,151
17	\$77,669	\$81,465	\$85,176	\$87,351	\$89,614
18	\$78,406	\$82,005	\$85,566	\$87,782	\$90,076
19	\$79,144	\$82,543	\$85,952	\$88,213	\$90,539
20	\$79,883	\$83,081	\$86,343	\$88,645	\$91,002
21	\$80,622	\$83,621	\$86,732	\$89,076	\$91,467
22	\$81,359	\$84,158	\$87,121	\$89,507	\$91,928
23	\$82,100	\$84,697	\$87,510	\$89,938	\$92,390
24	\$82,837	\$85,236	\$87,900	\$90,370	\$92,854
25	\$83,576	\$85,776	\$88,288	\$90,801	\$93,316

## SCHEDULE A: 2024-2025

5%

	BA	BA+18	MA	MA+15	MA+30
1	\$46,188	\$46,858	\$48,196	\$48,865	\$49,535
2	\$46,496	\$47,294	\$48,890	\$49,683	\$50,479
3	\$48,285	\$49,155	\$50,770	\$51,594	\$52,418
4	\$50,073	\$50,931	\$52,652	\$53,504	\$54,360
5	\$52,306	\$53,204	\$55,793	\$56,684	\$57,579
6	\$53,748	\$54,672	\$57,297	\$58,213	\$59,134
7	\$55,951	\$56,911	\$59,613	\$60,566	\$61,524
8	\$58,154	\$59,152	\$61,930	\$62,920	\$63,916
9	\$60,797	\$61,841	\$64,708	\$65,744	\$66,787
10	\$63,441	\$64,532	\$67,486	\$68,570	\$69,654
11	\$66,755	\$67,221	\$70,268	\$71,395	\$72,524
12	\$70,093	\$70,801	\$73,973	\$75,157	\$76,350
13	\$72,896	\$73,880	\$77,113	\$78,351	\$79,594
14	\$76,542	\$78,856	\$82,267	\$83,574	\$84,875
15	\$79,604	\$80,778	\$84,805	\$86,905	\$89,118
16	\$80,777	\$84,973	\$89,027	\$91,265	\$93,609
17	\$81,552	\$85,539	\$89,435	\$91,718	\$94,095
18	\$82,326	\$86,105	\$89,844	\$92,171	\$94,580
19	\$83,101	\$86,670	\$90,250	\$92,623	\$95,066
20	\$83,877	\$87,235	\$90,660	\$93,077	\$95,553
21	\$84,653	\$87,802	\$91,069	\$93,529	\$96,040
22	\$85,427	\$88,365	\$91,477	\$93,983	\$96,524
23	\$86,204	\$88,932	\$91,886	\$94,435	\$97,009
24	\$86,978	\$89,498	\$92,295	\$94,889	\$97,496
25	\$87,755	\$90,064	\$92,703	\$95,341	\$97,981

## FUNDAMENTAL PRINCIPLES OF THE SALARY SCHEDULE

1. This schedule is intended to cover all bargaining unit members with the exception of those who serve in an administrative capacity.
2. This amount of training will divide employees into these groups:
  - a. Qualified employees with a Bachelor's degree.
  - b. Qualified employees with a Bachelor's degree plus 18 additional semester credits or equivalent obtained after their Bachelor's degree.
  - c. Qualified employees with a Master's degree.
  - d. Qualified employees with a Master's degree plus 15 additional semester credits or equivalent in their teaching field or working under a specialist or doctorate degree program after obtaining their Master's degree.
  - e. Qualified employees with a Master's degree plus 30 additional semester credits or equivalent in their teaching field or working under a specialist or doctorate degree program after obtaining their Master's degree.
  - f. All credits must be obtained at an accredited university or college.
3. The amount of experience will determine the steps along the scale from a minimum to a maximum salary.
  - a. Credit may be granted for year-for-year experience for new hires in the following manner:
    - i. Up to five (5) years in private, parochial, overseas, government approved, and/or out of state public schools within the immediate past 8 years.
    - ii. Up to fifteen (15) years for positions listed on the State of Michigan *Critical Shortage Disciplines* list provided each year by the MI Department of Education.
    - iii. Up to fifteen (15) years for teachers transferring to Wayland Union Schools from another Michigan public school district.
  - b. One-half (1/2) steps on the salary scale will not be honored. Employees currently receiving half steps will be grandfathered in to continue as is. If an employee is hired during a school year and works at least 50% of the school year, he/she will move to the next step on the salary scale the following year pursuant to Article 17B. If worked less than 50%, he/she would continue at the same step the following year.



4. To qualify for the Bachelor's plus 18 scale, an employee must meet the following requirements:
  - a. Be working under a master's program or earned a total of 18 additional graduate semester credits or equivalent in his/her present teaching field or a related field of specialization, after completion of their Bachelor standard teaching certificate.
  - b. A transcript of credits or grade report, or a letter from the university indicating the completion of credits must be on file in the Superintendent's office by September 1 or February 1 of each school year. Advancement to the next column shall occur at the beginning of the school year or the first pay after February 1, determined by when the documentation is submitted.
  - c. All college credits submitted by an employee for pay increments shall be a "B" average or better.
5. To qualify for the Masters scale, an employee must meet the following requirements:
  - a. A transcript of credits or grade report, or a letter from the university indicating the completion of credits for a Master's degree must be on file in the Superintendent's office by September 1 or February 1 of each school year. Advancement to the next column shall occur at the beginning of the school year or the first pay after February 1, determined by when the documentation is submitted.
  - b. All college credits submitted for any increments shall be a "B" average or better.
6. To qualify for the Master's plus 15 scale, an employee must meet the following requirements:
  - a. Be working under a specialist or doctorate program or have 15 additional graduate semester credits or equivalent in his/her present teaching field or a related field of specialization after completion of their Master's degree.
  - b. A transcript of credits or grade report, or a letter from the university indicating the completion of credits must be on file in the Superintendent's office by September 1 or February 1 of each school year. Advancement to the next column shall occur at the beginning of the school year or the first pay after February 1, determined by when the documentation is submitted.
  - c. All college credits submitted for any increments shall be a "B" average or better.
7. To qualify for the Master's plus 30 scale, an employee must meet the following requirements:
  - a. Be working under a specialist or doctorate program or have 30 additional graduate semester credits or equivalent in his/her present teaching field or a related field of specialization after completion of their Master's degree.

- b. A transcript of credits or grade report, or a letter from the university indicating the completion of credits must be on file in the Superintendent's office by September 1 or February 1 of each school year. Advancement to the next column shall occur at the beginning of the school year or the first pay after February 1, determined by when the documentation is submitted.
  - c. All college credits submitted for any increments shall be a "B" average or better.
8. Any employee who collects unemployment compensation benefits for the period between the end of a school year and the commencement of a subsequent school year but is recalled at the beginning of the subsequent school year, shall have 100% of such unemployment compensation deducted from his/her pay during the subsequent school year. If the employee is called back after the start of the school year the payback will be on a pro rata basis for the time lost. The deduction shall occur provided the employee has not suffered loss of pay for the subsequent school year equal to or greater than the unemployment compensation benefits received. The deductions will occur on a pro rata basis spread over the pay periods of the subsequent year, unless otherwise mutually agreed in writing.
9. Proof of application for the renewal of certificate, license, or registration shall be on file in the administrative office by July 1. The appropriate renewal, license, or registration shall be submitted to the employer by the first day of school.

**SCHEDULE B****ATHLETICS**

Football – Varsity	13.50%
*Football- Asst. Varsity (6)	6.50%
Football Head JV	9.00%
Football – Head Freshman/Asst. V	9.00%
Football – MS Heath 8 <sup>th</sup>	7.00%
Football – MS Head 7 <sup>th</sup>	7.00%
*Football – MS 8 <sup>th</sup> Asst	4.00%
*Football – MS 7 <sup>th</sup> Asst	4.00%
Tennis- Varsity	10.00%
**Tennis – JV	7.00%
Tennis – 7 <sup>th</sup> – 8 <sup>th</sup>	7.00%
Basketball – Varsity	13.50%
*Basketball – Asst. Varsity	6.00%
Basketball – JV	10.00%
Basketball – Freshman	9.50%
Basketball – 8 <sup>th</sup>	7.00%
Basketball – 7 <sup>th</sup>	7.00%
*Basketball – 8 <sup>th</sup> “B”	7.00%
*Basketball – 7 <sup>th</sup> “B”	7.00%
Volleyball – Varsity	13.50%
*Volleyball – Asst. Varsity	6.00%
Volleyball – JV	10.00%
Volleyball – Freshman	9.50%
Volleyball – 8 <sup>th</sup>	7.00%
Volleyball – 7 <sup>th</sup>	7.00%
* Volleyball – 8 <sup>th</sup> “B”	7.00%
* Volleyball – 7 <sup>th</sup> “B”	7.00%
Baseball – Varsity	11.00%
Baseball – Asst. Varsity	6.00%
Baseball – JV	8.00%
**Baseball – Freshman	8.00%
Bowling – Varsity (2) Coed	10.00%

\*All assistant coaches are based on the number of participants and will be determined by the Central Administration in conjunction with the Athletic Director.

\*\* Varsity Asst in lieu of JV or Freshman team at ½ pay

Dance – Varsity	5.00%
*Dance – Asst. Varsity	2.00%
Golf – Varsity	10.00%
**Golf – JV	7.00%
**Golf – Freshman	6.00%
X-Country – Varsity	10.00%
X-Country – MS	7.00%
Softball – Varsity	11.00%
*Softball – Asst. Varsity	6.00%
Softball – JV	8.00%
**Softball – Freshman	8.00%
Track – Varsity	11.00%
*Track – Asst. Varsity	6.00%
Track – JV	8.00%
Track – MS	7.00%
*Track – Asst. MS	4.00%
Cheer – Competitive Varsity	10.00%
Cheer – Sideline Varsity	10.00%
**Cheer – Competitive JV	7.00%
**Cheer – Sideline JV	7.00%
Cheer – Sideline 9 <sup>th</sup>	6.00%
Cheer – MS	7.00%
Wrestling – Varsity	13.50%
*Wrestling – Asst Varsity	6.00%
**Wrestling – JV	10.00%
Wrestling -MS	7.00%
*Wrestling – Asst. MS	5.00%
Soccer – Varsity	10.00%
Soccer – JV	7.00%
**Soccer – Freshman	6.00%
Swim – Varsity	12.00%
*Swim/Diving Asst.	8.00%
Swim – MS	7.00%
*Swim – Asst. MS	4.00%

**ACADEMIC**

Band Director – Secondary (6-12)	13.50%
Band Director – Asst HS (9-12)	7.00%
Band Director – Asst MS (6-8)	2.50%
Winter/Color Guard (1 annually)	4.00%
Band – Summer	6.50%
Band – Summer – Asst. **	3.00%
Orchestra Director	11.00%
Vocal Music – HS	11.00%
Vocal Music – MS	6.50%
Vocal Music – Elem.	\$200/perf
Play – Extra Curricular MS max at Schedule B instructional rate	\$2400
Play – Co-curricular HS (per play)	5.00%
Play – Extra Curricular (HS only Min 1)	9.00%
Play – Musical per Director (max 4) every other year	6.00%
Wildcat Dance Theater (min 5/year)	4.00%
Debate	11.00%
Forensics	4.00%
Yearbook – HS	4.00%
Yearbook – MS	3.00%
National Honor Society (2)	4.00%
**if >70 students attending	

**EXTRACURRICULAR & OTHER**

First Robotics District Coaches	
High School (FRC Lead)	11.00%
Middle School (FTC Lead)	7.00%
Pine Street (FLL Coach)	5.00%
Elementary (2) (Jr. FLL Coaches)	3.00%
Student Council – HS	\$1,000
Student Council – MS	\$1,000
Science Olympiad (HS and/or MS)	\$1,000
eSports Coach	\$500
Odyssey of Mind Coor (District)	\$1,000
Improv Anonymous (Min 3/year)	\$1,000
LOC Club	\$1,000
Ski/Snowboard Club (5-12)**	\$300
**Plus \$100/trip up to \$600	
Youth in Government	\$350
Sponsor – Senior	\$350
Sponsor – Junior	\$350
Sponsor - Sophomore	\$250
Sponsor - Freshman	\$150
SADD	\$350
Board of Ed. Approved Clubs:	
Mentors Assisting Peers	\$500

**CURRICULUM & DEPARTMENT CHAIRS**

Fine & Performing Arts (7-12)	\$350
Vocational Tech Arts (7-12)	\$350
Physical Education (7-12)	\$350
Foreign Language (7-12)	\$350
Math (6-8 & 9-12)	\$600
Science (6-8 & 9-12)	\$600
Social Studies (6-8 & 9-12)	\$600
Language Arts (6-8 & 9-12)	\$600
Business Education (9-12)	\$350
Mentor Employees	\$350
Counseling (7-12)	\$350
Special Ed. (6-8 & 9-12)	\$350
CCA Program Dept Chair	\$350
Sch. Improvement Chair	\$500
Pre-K-6 Grade Level Chairs	\$100/gr
Leadership Projects	\$575
Elementary Library	\$350
Secondary Library	\$350

## **SCHEDULE B: EXTRACURRICULAR & OTHER**

- A. If any chairperson position is split among more than one person, then the stipend will be divided proportionally amongst all persons.
- B. Compensation for Schedule B will be based upon steps 1-9 of the B.A. schedule, depending upon the number of years of service in that particular activity unless otherwise specified. In the event an activity is not completed as stated in the signed contract, pay will be prorated for the number of weeks worked.
- C. At Board discretion previous experience in the same activity in another school district or for a subordinate assignment in the same activity within the Wayland Union Schools may be credited for compensation according to the procedure stated above.
- D. The Board reserves the right to approve or disapprove a specific extra duty activity. If a sport has less than 75% of its normally allotted contests (as allowed by the Michigan High School Athletic Association), then the coach's remuneration will be reduced proportionately.
- E. In any given year, only one extra-curricular OR musical will be directed. For musicals only one stipend per person no matter how many roles are filled by any given person. Stipends for musical plays will be paid no more frequently than every other year pending budget approval.

## SCHEDULE C: OTHER HOURLY RATES

All activities and placement on this scale is the sole discretion of the Administration.

a. Monitoring Students & Summer Curriculum, \$15.00/hour

- i. Student Discipline
- ii. Homework Club
- iii. Lunch Supervision
- iv. Sports Den
- v. Study Table
- vi. Required summer training sessions
- vii. Other:

b. Curriculum & SI Meetings, PD Facilitation, \$20.00/hour

- i. Various K-12 curriculum committee meetings
- ii. School Improvement meetings
- iii. Approved curriculum work
- iv. PBIS meetings
- v. Department meetings
- vi. PD preparation & Facilitation
- vii. Online Credit Recovery Supervision
- viii. Other:

c. Direct Instruction of Students, \$35.00/hour

- i. Classroom coverage during prep
- ii. Homebound (use Homebound forms)
- iii. Summer school
- iv. Highly specialized before and after school programs
- v. Other:

d. High School Counselor Summer Workdays, \$50.00/hour

Max of eight (8) days per counselor, 8 hours per day max, outside of contractual days

Payment for duties listed above shall be requested on the Schedule C form, unless otherwise noted. Requests need to be submitted within 30 days of occurrence.

All activities and placement on this scale is the sole discretion of the Administration.

## SCHEDULE D: INSURANCE PROVISIONS

INSURANCE PROVISIONS – Beginning January 1, 2021, the Board of Education shall provide the insurance options indicated below. Open enrollment for the benefit year will be in November each year.

### A. Option A: Medical, Dental, Vision, Life & LTD

Plan Carrier is MESSA, and the Medical Plan is MESSA ABC Plan 1  
MESSA ABC 1 High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

Rx Coverage ABC Rx prescription plan Dental 90/80/80: \$1,100 Annual Max  
50: \$3,000 Lifetime Max, No Adult Orthodontics Vision VSP 3 Plus Platinum

Life \$50,000

LTD 60% of Maximum Eligible Salary  
\$6,500 Maximum Monthly Benefit

90 Calendar Day Modified Fill Elimination Period No COLA

Alcohol/Drug: Two (2) Years Mental/Nervous: Two (2) Years 5% Minimum Payout

Family Social Security Offset No Survivor Income

Freeze on Offsets

No Educational Supplement 2-Year Own Occupation

1. District/Employee Premium Contribution – The District shall contribute 80% of MESSA ABC 1 premium and other annual costs and eligible Employees shall pay the remaining 20%, subject to the Board of Education annual review.
2. Health Savings Account (HSA)
  - a. Beginning January 2021, the District shall contribute 6/12ths of the HDHP minimum deductible for the appropriate coverage (Single, two person, or Full family) into the employees' HSA accounts in January, 1/12<sup>th</sup> in July, 1/12<sup>th</sup> in August and 4/12<sup>th</sup> in September.
  - b. Eligible Employees electing such coverage shall reimburse the District for 20% of the HDHP minimum deductible via 24 equal payroll deductions, January through December.
  - c. Individuals who provide notice of resignation or retirement shall receive contributions through the date of such resignation or retirement.
  - d. The Superintendent shall grant employee requests for additional advance contributions in the event that the Employee has a maintenance prescription or other extenuating circumstances that would cause the employee to exceed the HSA funding for that time period, provided that contribution does not exceed the PA 152 annual limitations, pro-rated for actual dates of employment. If the statutory limit is exceeded, the District shall payroll deduct the amounts needed to assure PA 152 compliance by reimbursing the Board for any excess contributions.

e. The District shall continue existing non-medical insurance and 80/20 sharing of annual costs for the 2023-2024 plan year.

f. The District will make HSA contributions through HealthEquity.

3. Premium Contribution – Employees may choose to pay their contributions for their share of the annual insurance costs as defined by Michigan law, including premiums, through an IRS Section 125 Plan by completing the necessary paperwork.

4. Miscellaneous Provisions

a. Employees working part time shall receive a pro rata subsidy to be applied toward the above programs up to the percentage of their part-time employment.

B. Option B: Dental, Vision, Life, and LTD and Cash-in-Lieu of Medical/Health Insurance

The Board shall pay each participant \$5,000 annually, in equal installments of \$208.33 with each paycheck.

Dental Same as Option A

Vision Same as Option A

Life Same as Option A

LTD Same as Option A

Option B members shall contribute to their insurance costs at the same percentage rates as Option A.



**WAYLAND UNION SCHOOLS GRIEVANCE REPORT FORM**  
**Page 1 of 3**

Name of Grievant: \_\_\_\_\_

Date Alleged Violation Occurred: \_\_\_\_\_

Building:

\_\_\_\_\_

A. Statement of Grievance:

B. Sections and Sub-Sections of Agreement Involved:

C. Relief Sought:

Grievant's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

WAYLAND UNION SCHOOLS GRIEVANCE REPORT FORM  
Page 2 of 3

A. Date Discussion Held with Immediate Supervisor:

1. Disposition of Immediate Supervisor:

Immediate Supervisor's Signature  
2. Disposition of Grievant:

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Grievant's Signature

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B. **Level 1** - Date Grievance Sent to Superintendent:\_\_\_

1. Statement of Approval or Disapproval of Association:

WUEA Grievance Committee  
Chairperson's Signature

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C. Date of Meeting with Superintendent and Grievant:

D. Date and short Review of Superintendent's Decision:

E. Disposition of Grievant:

WAYLAND UNION SCHOOLS - GRIEVANCE REPORT FORM  
Page 3 of 3

F. **Level 2** - Date of Appeal to Board of Education:

G. Date of Board Meeting at which Grievance was heard:

1. Decision of the Board:

2. Disposition of Grievant:

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Board President's Signature

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Grievant's Signature

H. **Level 3** - Date of Appeal to Arbitrator:

1. Decision of Arbitrator



# 2022-2023 CALENDAR

## 2022-2023

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### Wayland Union Schools School Year Calendar

Fall Trimester Student Days = 57  
 Winter Trimester Student Days = 63  
 Spring Trimester Student Days = 56  
 Holiday or Break = No School for Students & Staff  
 District Professional Development Days - No Students  
 Summer School Available for Students who Qualify  
 Student Count Days: Fall 10/5 Supplemental + 2/8

Aug 17-18 Teacher PD Days / Open Houses

Aug 22 First Half Day of School- 1st Trimester

Sep 2 Labor Day Break

Sep 5 Labor Day

Oct 5 Fall Student Count Day

Oct 10 No School - Teacher PD Day

Nov 11 End of 1st Trimester

Nov 14 Start of 2nd Trimester

Nov 23-25 Thanksgiving Break

Dec 19-Jan Winter Break

Jan 3 School Resumes

Jan 23 No School - Teacher PD Day

Feb 8 Winter Student Count Day

Feb 17-20 No School - Mid-Winter Break

Mar 3 End of 2nd Trimester

Mar 6 Start of 3rd Trimester

Mar 10 No Students or Staff

Mar 13 No School - Teacher PD Day

Mar 31-Apr No School - Spring Break Week

Apr 10 School Resumes

May 25 Graduation for the Class of 2023

May 29 No School - Memorial Day

Jun 2 End of 3rd Tri/Last Half Day of School

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

# 2023-2024 CALENDAR

## 2023-2024

**July**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**August**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**September**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**October**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**November**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**December**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Wayland Union Schools School Year Calendar

Fall Trimester Student Days = 57  
 Winter Trimester Student Days = 63  
 Spring Trimester Student Days = 56  
 Holiday or Break = No School for Students & Staff  
 District Professional Development Day = No Student Days  
 Summer School Available for Students who Qualify  
 Student Count Days: Fall 10/4 Supplemental - 2/7

Aug 16-17 Teacher PD Days / Open Houses

Aug 21 First Half Day of School- 1st Trimester

Sep 1 Labor Day Break

Sep 4 Labor Day

Oct 4 Fall Student Count Day

Oct 16 No School - Teacher PD Day

Nov 10 End of 1st Trimester

Nov 13 Start of 2nd Trimester

Nov 22-24 Thanksgiving Break

Dec 18-Jan 1 Winter Break

Jan 2 School Resumes

Jan 22 No School - Teacher PD Day

Feb 7 Winter Student Count Day

Feb 16-19 No School -- Mid-Winter Break

Mar 1 End of 2nd Trimester

Mar 4 Start of 3rd Trimester

Mar 08 No Students or Staff

Mar 11 No School - Teacher PD Day

Mar 29-Apr 5 No School - Spring Break Week

Apr 08 School Resumes

May 23 Graduation for the Class of 2024

May 27 No School - Memorial Day

May 31 End of 3rd Tri/Last Half Day of School

**January**

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**February**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

**March**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**April**

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**May**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**June**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

81 Number of Student Days Present per Month 90

## LETTER OF AGREEMENT RE MESSA ESSENTIALS

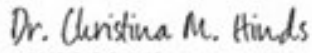
### LETTER OF AGREEMENT

The Wayland Union Schools, "District" and the Wayland Union Education Association, "Union" agree that:

- Effective January 1, 2022, the District will offer an additional health insurance benefit to all employees covered by the agreement.
- This is an additional health insurance option, it does not take the place of the currently negotiated benefit levels.
- The new plan benefits will include:
  - a low deductible plan, \$375.00 individual,
  - 20% co insurance
  - \$25.00 co pay for office visits
  - \$10.00 online visit copay
  - Prescription coverage

Current provider is BCBS of Michigan, and the plan is MESSA Essentials Plan. The benefit levels will remain in effect for the 2022 benefit plan year.

Essentials Overview is attached for current plan benefits.

DocuSigned by:  
  
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DocuSigned by:  
  
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For the District

For the WUEA

Date: 11/2/2021

Date: 10/29/2021

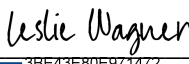


**LETTER OF AGREEMENT  
BETWEEN WAYLAND UNION SCHOOLS  
AND  
WAYLAND UNION EDUCATION ASSOCIATION, MEA/NEA**

With the implementation of a new MESSA plan option known as MESSA Balance +, the Wayland Union Schools Board of Education (“Board”) and the Wayland Union Education Association, MEA/NEA hereby agree to add MESSA Balance + to the contractual list of MESSA Medical plan options available during the open enrollment period in the fall of 2023 with a January 1, 2024, implementation.

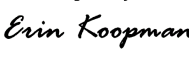
MESSA will provide training (virtual or in-person) to educate employees on aspects of the new Balance + plan prior to open enrollment. Open enrollment will extend from October 30, 2023 to November 9, 2023 for a plan implementation of January 1, 2024.

**WAYLAND UNION SCHOOLS**

DocuSigned by:  
  
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\_\_\_\_\_  
For the District: Leslie Wagner  
Assistant Superintendent of Finance & Operations

10/10/2023  
\_\_\_\_\_  
Date

**WAYLAND UNION EDUCATION ASSOCIATION, MEA/NEA**

DocuSigned by:  
  
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\_\_\_\_\_  
For the Association: Erin Koopman

10/10/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
  
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\_\_\_\_\_  
For the Association: Christine Anderson

10/10/2023  
\_\_\_\_\_  
Date