

AGREEMENT

2009-2012

BETWEEN

WAYLAND UNION EDUCATION
ASSOCIATION, MEA/NEA

AND

WAYLAND UNIONS SCHOOLS

WAYLAND, MICHIGAN

TABLE OF CONTENTS

AGREEMENT4

ARTICLE 1
 Recognition4

ARTICLE 2
 Recognition of Rights of the Board6

ARTICLE 3
 Association and Employee Rights7

ARTICLE 4
 Professional Compensation8

ARTICLE 5
 Calendar9

ARTICLE 6
 Teaching Hours10

ARTICLE 7
 Teaching Loads and Assignments12

ARTICLE 8
 Teaching Conditions14

ARTICLE 9
 Vacancies and Promotions15

ARTICLE 10
 Leaves of Absence17

ARTICLE 11
 Employee Evaluation23

ARTICLE 12
 Protection of Employees26

ARTICLE 13
Negotiations Procedures27

ARTICLE 14
Professional Grievance Procedure28

ARTICLE 15
Miscellaneous Provisions31

ARTICLE 16
Reduction in Personnel33

ARTICLE 17
Employee Discipline35

ARTICLE 18
Duration of Agreement36

SCHEDULE A
Salary Schedule
Fundamental Principles of the Salary Schedule37
Salary Schedule41

SCHEDULE B
Athletics43
Academics44
Insurance Provisions46

GRIEVANCE REPORT FORM49

LETTERS OF UNDERSTANDING
Schedule B Compensation52
Temporary/Part Time Administrative Position53
Retirement Notification Stipend54
403(b) Tax-Sheltered Annuity Plan56

SCHOOL CALENDAR59

MASTER AGREEMENT
2009-2012

AGREEMENT

This Agreement is entered into this 14th day of June, 2010, 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".

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in applicable law, of all certified personnel, including personnel on tenure or probation, classroom employees, guidance counselors, media specialists, 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 work days during a school year.
- B. Any employee who is a member of the Association, or who has applied for membership, may assign and deliver to the Board an assignment, authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct an equal amount of such dues from each paycheck beginning in September and ending in June of each year. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The Association shall indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association plus any costs incurred by the Board in this connection.
- C. Each employee in the bargaining unit shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union and pay dues uniformly required of members of the Union, including local, state, and national dues, or declined to join and instead pay a service fee

pursuant to the Association's 'Policy Regarding Objections to Political-Ideological Expenditures and the Administrative Procedures adopted pursuant to the Policy.' The service fee shall not exceed the amount of Association dues collected from Association members and will be certified by the Association to constitute the cost of representation.

1. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following the deduction.
2. Objections Policy.

Pursuant to Chicago Teacher's Union v Hudson, 106 S Ct. 1066 (198), the Association has established a "Policy Regarding Objections to Political Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Union bargaining unit members. Unless, and until, the procedures in that policy, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedures set forth in this Agreement.

3. Religious Objections.

If any employee has a bona fide religious objection to paying union dues, the parties will permit the employee to make equivalent contributions to one of the following recognized charities, with receipts to be provided to the Association: the Wayland Union Educational Foundation, Juvenile Diabetes or the American Cancer Society.

- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act. Should the Association or its agent challenge the legality or enforceability of this indemnification clause, subsections B and C of this Article shall immediately be considered inoperative and severed from this Agreement.
- E. The Association must deliver to the Superintendent a list of all members under the provision of the foregoing Article no later than September 30 or before the third payroll check, whichever first occurs.

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:

1. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Association and its members 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. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Board will supply bulletin boards in each employee's lounge, mailboxes, and e-mail for dissemination of material.
- B. The Association shall have up to six (6) days per year to attend MEA workshops or conferences; however an individual teacher may not attend more than three (3) days. The Association shall reimburse the Board for the cost of substitute employees during these six (6) days.
- C. 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.

ARTICLE 4

PROFESSIONAL COMPENSATION

- A. Attached hereto and made a part hereof are salary (Schedule A), extra duty (Schedule B) and insurance schedules which are to remain in effect until August 31, 2012.
- B. Schedule B describes the extra duty salary schedule and the manner in which other work listed therein is compensated.
- C. Employees will be paid their annual salary in twenty four (24) equal payments. Employees may elect to have their summer payments of the current contract year paid with the second pay in June.
- D. Employees may authorize payroll deductions in writing for all purposes allowed by law or Board policy, including eligible IRS 403b contributions and IRS Section 125, and insurance providers provided the request is received by the Business Office at least two (2) weeks before the payroll date.
- E. Employees paid under Schedule B shall have the option of receiving moneys in a lump sum when the duties are completed or incorporated into their regular check
- F. Tuition Reimbursement – Beginning 2011-2012 (not applicable for 2009-2010 and 2010-2011).
 - 1. Teachers who have a provisional teaching certificate and are working toward a professional certificate shall be reimbursed for up to six (6) credits per year not to exceed the GVSU rate upon proof of satisfactory completion of the credits and not exceeding eighteen (18) credits. Those teachers requiring an extension of their provisional certificate are not eligible for reimbursement for any additional credits until they obtain the professional certificate.
 - 2. All other employees shall be reimbursed up to six (6) credits every five (5) years not to exceed the GVSU rate, upon proof of satisfactory completion of the credits.
 - 3. The District shall be liable for no more than \$30,000 in any school year. All employees eligible for reimbursement shall submit all necessary documentation by June 30 and receive said reimbursement by July 15. Each employee shall receive a proportionate share of the \$30,000 based on the completed credits taken, as long as the amount does not exceed the actual cost of tuition. The employee receiving tuition reimbursement must be contracted for the following school year in order to receive reimbursement. Employees leaving the district after June 30 and before the beginning of the following school year shall refund the District for the tuition reimbursement received. Any funds remaining in this account shall carry over to the next school year.
 - 4. The appropriate procedure and necessary forms are available through the building principals. Completed forms should be sent to the Assistant Superintendent.

ARTICLE 5
CALENDAR

- A. The Board and the Association agree that the equivalent of five (5) days of professional development shall be scheduled. The Board may designate up to thirty (30) hours to be included in satisfying the 1098 instructional requirement. Of the thirty (30) hours total, six (6) hours will be designated as flex professional development. 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. Calendar schedules for 2009-2010, 2010-2011, and 2011-2012 school years are attached.
- C. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be re-scheduled shall be scheduled as student instruction days immediately prior to the last student attendance day. The Superintendent or designee may schedule additional days provided the total does not exceed agreed upon number of student or teacher work days. However, by mutual agreement of the Employer and Association, rescheduled days may be scheduled at other times. 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.
- D. Teacher days for 2009-2010 will be 184 days. Teacher days for 2010-2011 will be 183 days with 176 high school student days and 177 elementary and middle school student days. The number of teacher and student days in 2011-2012 will remain the same as 2010-2011.
- E. The status quo of student days upon the expiration of this agreement is 177 for the high school and 178 for the middle school and elementary. The status quo of teacher days upon the expiration of this agreement is 184.5

ARTICLE 6

TEACHING HOURS

A. The employee's normal teaching hours in the school shall be as follows:

1. An employees' scheduled teaching day shall consist of no more than six (6) hours and thirty-five (35) minutes, plus 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. In addition to the daily teaching responsibilities scheduled by the District, teachers devote unscheduled hours to provide a quality educational program (i.e., lesson planning, contacts with students and parents, etc.)
2. Employees, including full and part-time, at the High School and Middle School will be available to students in his/her classroom or classroom office for ten (10) minutes before and/or ten (10) minutes after regular class hours unless the teacher is in the process of changing buildings immediately before or after instruction.
3. Planning time shall be used for professional duties, such as grading of student work, student or parent conferences, student assemblies, and related professional activities.
 - a. Elementary classroom teachers and teaching specialists (e.g., music, PE, art) who are required to provide at least 325 minutes of student instructional contact time shall not normally be scheduled less than an average of 275 minutes of planning per week. However, no grievances shall be filed unless the planning time is less than 255 minutes per week.
 - 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.
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. Elementary employees may also use for preparation all time in which their classes are receiving instruction from teaching specialists designated by the Board as having full classroom responsibilities.
5. Elementary employees will continue the practice of supervising students to lunch (approximately 5 minutes on average) and supervising students to the bus after school.
6. All employees shall be granted a duty free lunch period of not less than thirty (30) minutes each day. Employees may not leave the premises without permission of his/her immediate supervisor.
7. Employees who are assigned a teaching or other assignment during their preparation period shall receive an additional amount per hour for each occurrence of \$30.00.

8. Student Assistance Team (SAT) meetings will be held during the scheduled teaching day.

- B. All employees shall attend employee 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 employee meetings. There shall be a maximum of nine (9) meetings not to exceed one (1) hour in duration.

In addition, K-8 teachers are expected to attend open house or an evening awards assembly and 9-12 teachers are expected to walk with the teachers as part of the high school graduation ceremony.

- C. When a teacher is hired for less than a full-time contract, he/she shall be compensated according to the proportional amount of working time for which he/she is contracted. For this purpose, the full contracted working time is considered to be 395 minutes. Preparation periods will be scheduled proportionately to his/her 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 B hourly rate. For health benefits, see Schedule B.

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 71 minutes of preparation time per day. A part time employee teaching 1 class per day [25% of a full time teacher's day] will receive at least 25% of 71 minutes of preparation time or 18 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 (142 minutes) and one hour (60 minutes) in front of students at the elementary building will receive preparation time based on 202 minutes times 15% or 30 minutes.)
3. 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 regular scheduled day, they will be compensated according to the Schedule B hourly rate.

ARTICLE 7

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 K-3 at an average of 25-1 and in grades 4-6, an average of 30-1 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 assistant Superintendent whose decision is final. This procedure may not be initiated during the first or last 3 weeks of any semester.

- B. 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 and consulted by their principals as soon as possible.
1. Any employee who wishes to be considered for a particular assignment may submit a written statement of preference to his/her immediate supervisor and/or building principal. Such 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. Notification of assignment changes will be given to affected employees no later than five (5) school days before the last student day of each year. In special circumstances, mutually agreed upon by the Board and the Association, notice may be given at a later date.
- D. The Board, at its discretion, may allow provisions for its teaching staff to participate in "job sharing." Proposals must be submitted to the Board in writing by March 1, in order for approval to be granted to take effect the following school year. The Board agrees to notify the employee(s) no later than June 1.
- E. The parties agree that after the implementation of Article 9, in the event the Board finds it necessary to involuntarily transfer an employee in any department, school or program, the following will occur:
1. A committee will be formed for each building that is made up of not more than three (3) Administrators, two (2) EA Representatives, and any employee(s) directly affected by the involuntary transfer shall be invited to meet and discuss the proposed transfer.
 2. The outcome of this meeting will be documented in writing and a copy given to the WUEA Executive Committee.
 3. The Administration will explain its final decision to the building committee no less than ten (10) days prior to the transfer. This decision is not subject to a grievance provided this process is followed.

- F. Any employee involuntarily transferred due to a reduction in any department, school or program, shall have the right to return to the original position, if the position is reinstated within two (2) school years. Reinstatement shall not occur until the beginning of the following school year. Based on the District's educational needs, any employee originally hired into a position for which it is difficult to identify a properly certified, endorsed or highly qualified teacher may be exempt from these provisions after discussion with the affected employee, Superintendent or designee and the Association President.

ARTICLE 8

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both students and employee is desirable to insure 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 and that the organization of the school and the school day should be directed at insuring 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. The Curriculum Cycle and School Improvement process are used to select and budget for instructional materials. Both groups are comprised of a variety of stakeholders according to NCLB law. The Board determines final approval for all purchases.
- B. The Board shall attempt to provide in each school rest room facilities exclusively for employee use, and at least one furnished room which shall be reserved for use as a faculty lounge.
- C. Present telephone facilities shall be made available to employees for their reasonable use, and toll charges for other than approved school business shall be charged to the employee.
- D. The Board will provide a key to one outer door in the building in which an employee teaches. 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 is locked upon leaving the building. Misuse of keys may result in discipline.
- E. Secondary and elementary employees shall supervise students during passing time between classes and during student assemblies.

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 or intranet, 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 pursuant to Article 7 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 the implementation of Article 7 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, however, consider as applicants for any such positions, individuals who have submitted statements of preference for such grade level or subject matter assignments, in accordance with the criteria in Article 9-B. The Board will also communicate summer vacancies on the Wayland Union District Web site, and via email to all WUEA teachers.
 3. Vacancies for less than a semester or trimester need not be posted. If such positions remain vacant at the end of the semester or trimester in which it occurred, they will be filled pursuant to Articles 7 and 9. However, if the vacancy is filled from within the bargaining unit, the Board may defer the assignment until the beginning of the following school year or semester or trimester.
- B. Any employee may apply for such a vacancy in writing (hard copy). The Board shall consider the following factors in filling positions:
1. Professional certification, background and attainments of each applicant.
 2. Other factors & qualifications as established by the Board, which may include, but are not necessarily limited to NCLB standards; performance evaluations; and needs of the district. The parties acknowledge that, when required by law, all Title I teachers and teachers of core academic subjects shall meet the NCLB requirements defined by the MDE and US DOE.
 3. An applicant with less teaching experience in the District shall not be awarded such a position unless he or she is more qualified, as described above, than the bargaining unit member with more teaching service in the district.
 4. These provisions do not apply to extra duty vacancies.
- C. 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.

- D. Any assignment in addition to the normal teaching schedule during the regular school year, enumerated in Schedule B and summer school courses, shall not be obligatory but shall be with the consent of the employee.
1. Consideration in making such assignments will be given to tenure employees regularly employed in the district. Employees will not acquire tenure rights with respect to any such position, nor shall the provisions of Article 8 or 9 apply to such assignments.
 2. 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. However, no employee shall be removed from an extra duty assignment without first being notified by the administration and a report to the Board of Education with a closed hearing by the Board accompanied by representatives of his/her choosing if asked for by those involved prior to being relieved of the assignment.
 3. Notice of a vacancy will be posted on the Web site or intranet and e-mailed to all WUEA members.

ARTICLE 10

LEAVES OF ABSENCE

A. Paid Leaves

1. Sick Leave

- a. At the beginning of each school year all full time employees shall be credited with a ten (10) day sick leave allowance to be used for absence caused by illness or physical disability of the employee. A prorated accumulation is provided for part-time employees. The unused portion of such allowance shall accumulate up to and including one hundred fifty (150) days.
- b. An employee will be compensated at the rate of forty (40) dollars per day for any accumulated sick days in excess of one hundred fifty (150) days at the end of the school year. The payment will be made to an employer designated 403b account by July 15.
- c. Verification of illness either of the employee or member of his/her immediate family may be required by the Superintendent from the attending physician or other physician satisfactory to the Superintendent. Should the Superintendent require a statement by someone other than the attending physician, the additional expense will be borne by the Board. Failure or refusal to submit such verification shall be grounds for a deduction from salary covering the time absent.
- d. No payment for unused sick days or personal leave shall be made, and if an employee shall not complete the contract period the Board will be reimbursed for any days in excess of the proportionate number of leave days earned as of the termination date, and the employee will consent to deduction of such reimbursement as needed from applicable payroll checks.
- e. The employer will provide each employee with a report of the number of remaining sick leave each pay period.

2. Personal Business Leave

Each employee shall be granted three (3) days each year for personal business. Any unused personal days shall be added to the accumulated sick leave. The district will allow five (5) employees to use a personal business day 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. A lottery will be held on October 15. In addition, the superintendent may approve personal days preceding or following holidays at his/her discretion. Personal days may not be taken on the first and last days of the school year or a day when professional development is scheduled without Superintendent approval. The form for a personal leave must be submitted to the principal at least one (1) week in advance, except in the event of an emergency when a shorter notice may be acceptable. The employer will provide each employee with a report of the number of remaining personal leave each pay period.

3. Family Emergencies

Up to ten (10) days a year, or such additional number of days as may be authorized in writing by the Board, of the accumulated sick leave allowance may be used for a death in the immediate family and/or illness in the immediate family and/or emergency in the immediate family. The immediate family shall include spouse, father, mother, grandmother, grandfather, aunt or uncle, spouse's father, mother, grandfather and grandmother, children, grandchildren, brother, sister, brother-in-law, sister-in-law, niece and nephew, adoptive and/or step-children, and other such persons as agreed to by the Superintendent and employee.

4. FMLA Leaves

The parties will follow the requirements of the Family and Medical Leave Act (FMLA). An employee who is unable to teach because of personal illness or disability, including for this purpose maternity, and who has exhausted all sick leave 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. 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.

If the employee on leave intends to return the following year, he/she must notify the Superintendent of his/her 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 his/her teaching duties. Should the Superintendent require a statement by someone other than the attending physician, the additional expense will be borne by the Board.

5. 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.

B. Unpaid Leaves

1. Child Care Leaves

An unpaid child care leave (maternity, paternity, adoptive) of up to one (1) year may be granted commencing after the expiration of sick days for the employee's verified illness or disability under Section C of this Article 10. An employee may request a one year extension of the child care 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 child care leave may not be grieved.

2. 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, he/she must notify the Superintendent of his/her intent before March 1. Upon return from such leave, an employee shall be placed on the same position on the salary schedule as he/she would have been had he/she taught in the system that year. Only tenure employees may apply for this leave and their applications must be approved by the Board.

3. Military Leaves

A military leave of absence shall be granted under such terms and conditions as are required by applicable federal and state laws.

C. Long Term Disability (LTD) and Sick 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 one sick day per school year per employee to be available to the employee who has exhausted all sick leave days. In no year shall the total number of donated days exceed one day per employee covered by this Agreement, however, additional days may be invited by the Superintendent or designee if the illness or disability meets the conditions of this paragraph. 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 sick 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.

D. Special Leaves

1. 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 the teaching pay and the pay received for the performance of such obligation.

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 Grand 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 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 his/her former position or to a position 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 his/her written recommendation of an acceptance or rejection. The employee involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board.
- g. A maximum of one (1) eligible employee may be granted sabbatical leave each year.

3. Sub Dock Days

The Board will allow up to two (2) days, contingent upon the Superintendent's advance approval, which will be considered sub dock days. On such days, the employee will be docked at the current non-permanent substitute employee rate of pay per day plus forfeiture for each day from the employee's leave allowance. If used prior to or after regular school breaks or to extend holiday periods, the employee will also be docked the amount of his/her base salary divided by the number of days mentioned above and may be subject to discipline.

4. Voluntary Layoff

During any period of program curtailment and staff layoffs under Article 16 of the Agreement the Board may grant, upon application by an employee, a special one (1) year leave of absence according to the following conditions:

- 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 three (3) academic trimesters or two (2) full academic semesters, i.e. for the next school year, as applicable.
- c. In the absence of receipt by March 1 of the written notification by the employee of his/her intent to return from the special leave, the employee shall be deemed to have voluntarily resigned his/her position as of that date.

- d. Upon the termination of such leave the employee shall be placed in the same grade or subject area assignment he/she held prior to the leave, provided, however, that the employee may be subject to layoff under the provisions of Article 16 of the Agreement.
- e. This special leave provision shall be available to any tenure employee who has accrued six (6) or more years of seniority.
- 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.

E. Leave Provisions

1. Request Procedure

In connection with request for leave of absence, the employee requesting the leave is required to inform the principal of the basis for the request 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 he/she 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.

Employees returning during a school year from an unpaid leave of less than one school year shall be returned to his/her 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 per Article 7.

3. Other Leave Provisions

Except for qualified FMLA leaves, an employee may not be charged with less than one-half (1/2) day of absence.

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.

The provisions of this Article 10 are subject to the terms of the Family Medical Leave Act of 1993 in accordance with procedures adopted by the Board consistent with that

Act. 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.

The employer will provide each employee with a report of the number of accumulated leave days in September of each year.

ARTICLE 11

EMPLOYEE EVALUATION

- A. The parties recognize that the purpose of employee evaluations is to maintain a high quality of instruction in the Wayland Union Schools and to assist employees in improving their classroom effectiveness. Whenever a time period of less than ten (10) days is described in this Article, it shall exclude work days in which the teacher 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 classroom visitations/
- C. All probationary employees will be formally observed at least two (2) times each probationary year, as part of the formal evaluation process.
1. The first probationary employee observation shall be completed within two (2) months of commencement of employment.
 2. At least two (2) of the observations of the probationary employee will be at least sixty (60) calendar days apart unless the teacher and evaluator otherwise agree.
 3. Tenure employees will be formally evaluated at least one (1) time every three (3) years; each tenured evaluation will be based on at least two (2) formal observations.
 4. Employees who are not eligible to acquire tenure status will serve a two or four year probationary period as if they were eligible to acquire tenure, as applicable.
- D. Employee 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.
- 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 classroom informally.
- E. Each observation will consist of a period of time necessary to make a meaningful assessment, generally a class period.
1. A pre-observation conference shall be held prior to each formal observation.
 2. A post-observation conference will be held within ten (10) school days after the observation.

3. A written summation of the formal observation will be presented at post-observation conference and signed by the employee.
 4. The employee will be notified at least five (5) school days in advance of at least two of the formal observations on which the evaluation is based.
 5. Each tenure employee's evaluation will be completed no later than May 31, unless the teacher 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.
 6. 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.
- F. 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.
- G. The content of an evaluation shall not be subject to the grievance procedure.
- H. Mentor 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 his/her first three (3) years in the assignment, 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 and shall not, in any fashion, be a matter included in any evaluation.
 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 12

PROTECTION OF EMPLOYEES

- A. It is recognized that student discipline problems are less likely to occur in classes where a high level of student interest and engagement is maintained. It is likewise recognized that when discipline problems occur, there needs to be sufficient administrative backing and support for the employee's efforts to constructively address student discipline and classroom management issues
- B. Any case of verbal or physical assault shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations under the School Code or Board policy with respect to such verbal or physical assault as defined by the School Code or Board policy and shall render all reasonable assistance to the employee in connection with handling of such incident by law enforcement and judicial authorities. The Board understands its responsibility to be consistent in its enforcement of established school district policies. The WUEA and its membership agree to work within the established structure of the master contract and to be cognizant and respectful of Board authority as established under applicable laws, rules and regulations.
- C. Time lost by an employee in connection with any such assault on the employee by a student as stated in this Article shall not be charged against the employee who is unable to perform the essential functions of their assigned position due to the assault, for a maximum of up to one (1) year. However, the Board reserves the right to require an examination by a Board selected health care provider of the employee's ability to perform the essential functions if it in good faith believes the employee is able to perform such functions.
- D. An employee injured in the course of his/her employment shall be covered by worker's compensation insurance furnished by the Board. All claims for any injuries incurred are subject to the provisions of the insurance policy and must be submitted to the insurance company for payment of claims
- E. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property. Employees shall not be held individually liable by the Board for loss of or damage to Board property unless such loss or damage was intentionally caused by the employee or resulted from serious negligence by the employee. Employees shall not be held financially responsible by the Board for any injury to a student unless such injury is due to the gross negligence of such employee.

ARTICLE 13

NEGOTIATIONS PROCEDURES

- A. 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.
- B. 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.
- C. The parties agree to begin bargaining for a successor agreement in February 2012 and will meet no less than two times per month to negotiate an agreement for 2012-2013.

ARTICLE 14

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 by the beginning of the school year.
- C. The term "days" herein used shall mean business working days.
- D. Level One: An employee, group of employees, or the Association, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within twelve (12) days of its alleged occurrence, orally discuss the matter with the immediate supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the matter to writing, present it (a written grievance) to the principal for his signature, and proceed with five (5) days of said discussion to Level Two.
- E. Level Two: A copy of the written grievance shall be filed with the Superintendent, as specified in Level One. 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 designated representative, shall render his/her decision in writing, with the disposition of the grievance, transmitting a copy of same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent grievance file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, or his/her designated representative, with the Secretary of the Board not less than seven (7) days prior to the next regularly scheduled Board meeting.
- F. Level Three: Upon proper application as specified in Level Two, the Board shall allow the employee, or his/her Association representative, an opportunity to be heard at the meeting for which the grievance is scheduled. Within fifteen (15) days from the hearing of the grievance, the Board will render its decision in writing. 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. 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 he /she shall be empowered, except as his/her 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. He/she shall have no power to establish salary scales.
 - 5. He/she 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 his/her 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. He/she shall have not power to construe any provision of this agreement so as to interfere with or impair the Board's compliance with the NCLB as written.

ARTICLE 15

MISCELLANEOUS PROVISIONS

- A. Employees shall be informed of the process to request a substitute to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute employee.
- B. 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.
- C. Electronic copies of this Agreement, all Schedules and Letters of Understanding shall be e-mailed to all employees covered by this Agreement. Copies shall also be available to employees on the District Web site or intranet. The District shall provide fifteen (15) hard copies to the Association.
- D. 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.
- E. 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, one (1) high school, one (1) middle school, and one (1) elementary school teacher being so selected.

The Joint Committee shall meet as needed, 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 17 or for a grievance under Article 14.

- F. 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 shall meet as needed to address concerns not resolved at the building level.
- G. Flexible Professional Development is designed to offer staff members an opportunity to individualize their on-going learning and professional growth, which is mandated by state

school law. It is intended to differentiate to the various needs and interests of our professional staff.

1. The flex activity must take place outside of the staff member's contractual hours and may occur with prior approval during the summer provided that all deadlines are met.
2. All professional development activities must be pre-approved in writing by the building principal/supervisor no later than the first Monday in February. Activities can occur after that date, but must be pre-approved by the first Monday in February.
3. University, college course work or State of Michigan Board of Education Continuing Education Units will be allowed if paid for by the staff member.
4. If the online component of the State School Aid Act is in effect, at least three (3) out of the six (6) required flexible professional development hours must be taken online beginning with the 2010-2011 school year.
5. A leave of absence of anything less than one (1) year will not reduce or eliminate the six (6) hour flexible professional development requirement.
6. All completed Flex Professional Development Plan/Logs must be handed in on or prior to the first Monday in May. The Flexible Professional Development Plan/Logs are available on the District website.
7. Non-completion of the Flexible Professional Development Plan/Logs will result in a one day deduction from the final paycheck of the school year contract.

ARTICLE 16

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. The Board will give any notice of layoff as promptly as possible, and in no event any later than June 15 of any year.
- B. In determining which employees will be released in such event, the Board will consider, in the following order:
1. Teaching certification and NCLB/MDE requirements.
 2. Non-tenure employees.
 3. Prior experience in the district. This is defined as "continuous length of service within the bargaining unit." A bargaining unit member who transfers out of the bargaining unit and who later transfers back into the bargaining unit due to layoff from the non-bargaining unit position shall retain his/her seniority accumulated prior to the transfer out of the bargaining unit. A bargaining unit member who transfers out of the bargaining unit and who later after four years, voluntarily transfers back into the bargaining unit shall lose all bargaining unit seniority earned while in the unit. Employees having the same seniority date shall break the tie by drawing lots.
 4. Academic background – degrees held.
 5. Beyond these four (4) items, the decision will be made by administrators, department heads and recommendations to the Board of Education.
- C. The Board will use its best efforts to assist employees so released to secure other employment.
- D. 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. The Board shall follow applicable requirements of the Employee's Tenure Act with respect to any such recall. Employees will be recalled in inverse order of layoff subject to Article 16, Sections B and E. If two (2) or more persons have equal seniority and are qualified for a given position, their seniority shall be determined by the highest degree held and the greatest number of graduate hours beyond the degree at the time of layoff.
1. If any employee is recalled to the District after being released as provided above, he/she shall be returned to the salary step he/she was on at the time of the reduction and be given full credit for any additional years of experience obtained by him/her during such period of reduction.

- E. An employee shall be deemed qualified for a position provided that the employee holds an applicable teaching certificate and meets the NCLB/MDE criteria when applicable.
- F. No later than the end of the first semester of each year, the Board shall prepare a seniority list. All employees shall be ranked on the list according to Article 16, Section B, and Paragraphs 1 through 4. The seniority list shall be given 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 March 1 (whichever is later) with a copy provided to the Association President
- G. Employees shall continue to accrue seniority as described in Article 16, Section B, Paragraph 3 during any leave of absence approved by the Board.

All seniority and recall rights shall be lost when an employee:

1. Resigns or quits.
2. Is discharged for cause.
3. Retires.
4. Fails to return from an authorized leave of absence on the agreed upon date.
5. Is on layoff for five (5) years.
6. Refuses recall to a position for which s/he is certified and qualified.

ARTICLE 17

EMPLOYEE DISCIPLINE

- A. No 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.
- B. An 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.
- C. Any formal complaint made against an 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.
- D. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:
 - 1. Verbal reprimand. This verbal reprimand shall be documented with the date and topic.
 - 2. Written warning.
 - 3. Suspension with pay.
 - 4. Suspension without pay.
 - 5. Dismissal.

Further, it is agreed and understood that, depending upon all of the circumstances, there may be a combination or acceleration of such steps.

ARTICLE 18

DURATION OF AGREEMENT

This Agreement and any supplements added to it by mutual agreement are immediately effective and shall remain in full force and effect until September 1, 2012.

The foregoing has been agreed upon between us effective June 14, 2010.

WAYLAND UNION EDUCATION
ASSOCIATION

By _____
Its President

By _____
Its Secretary

WAYLAND UNION SCHOOLS
BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

SCHEDULE A

SALARY SCHEDULE

A. Fundamental Principles of the Salary Schedule

1. This schedule is intended to cover all instructional personnel with the exception of those who serve in an administrative capacity.
2. This amount of training for teaching will divide employees into these groups:
 - a. Qualified employees with a vocational certificate.
 - b. Qualified employees with a Bachelor's degree.
 - c. Qualified employees with a Bachelor's degree plus 18 additional semester credits or equivalent.
 - d. Qualified employees with a Master's degree.
 - e. 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.
 - f. 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.
3. The amount of experience in the teaching field will determine the steps along the scale from a minimum to a maximum salary.
 - a. Credit may be given for up to five (5) years in public, private, parochial, overseas and/or government approved schools outside the Wayland Union Schools district.
 - b. One-half (1/2) steps on the salary scale will be honored.
4. The amount of service expected above the regular teaching duties to be rendered to the Wayland Union Schools will need additional consideration in some cases.
5. To qualify for the B.A. 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 semester credits or equivalent in his/her present teaching field or a related field of specialization, beyond his/her B.A. provisional.
 - 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.
6. To qualify for the M.A. 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 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.
 7. To qualify for the M.A. plus 15 scale, an employee must meet the following requirements:
 - a. Be working under a specialist or doctorate program or have 15 additional semester credits or equivalent in his/her present teaching field or a related field of specialization.
 - 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. To qualify for the M.A. plus 30 scale, an employee must meet the following requirements:
 - a. Be working under a specialist or doctorate program or have 30 additional semester credits or equivalent in his/her present teaching field or a related field of specialization.
 - 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.
 9. Vocational employees paid under schedule as follows:

Salaries of vocationally certified employees to be determined by mutual agreement at a later date.

10. 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.
11. 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.

B. Special Provisions for 2009-2010 through 2011-2012

1. Employees not receiving a step increase for 2009-2010, shall be paid an additional \$500 off schedule in June 2010. Employees not receiving a step increase for 2011-2012 shall be paid an additional \$500 off schedule in June 2012. These payments shall not be added to Step 15 on Schedule A in subsequent years.
2. All step increases for 2010-2011 shall be paid in June 2010. This payment shall be made to all employees who are returning for employment in 2010-2011. Employees who do not return to employment in September 2010 shall reimburse the District for this payment and same shall be deducted from any amounts owed to such employees upon resignation. For purposes of this payment only, it is assumed that all employees will be 1.0 full-time equivalency in 2010-2011.

Employees who are resigning, retiring, or have otherwise indicated that they are not planning to return to employment for 2010-2011 will not receive this payment. Employees who have requested leaves of absence for all of 2010-2011 will not receive this payment. Employees on full-time layoff as of June 3, 2010, will not receive this payment.

3. The 2011-2012 Schedule A shall increase from the 2010-2011 Schedule A dependent on the following criteria:
 - a. If the September 2011 audited pupil count exceeds 2,920 students, Schedule A shall increase by 0.5%.
 - b. If the state per pupil foundation allowance is greater than or equal to \$7,316 per pupil (2008-2009 level), Schedule A shall increase by 0.5%. If the foundation allowance is reduced during the year, the final foundation allowance shall be used when considering this salary increase.
 - c. If the cost of the WUEA health benefits under Option 1 (medical, dental, vision, life, LTD) is less than \$17,400 annually per employee, Schedule A shall increase by 1.0%.

Each of the above provisions shall have no effect on the others. The minimum increase to Schedule A for 2011-2012 shall be 0.5% and the maximum increase shall be 2.5%. Salary adjustments will be made as soon as the condition has been met, with the additional salary paid in a lump sum payment. Should downward adjustments be necessary due to unforeseen changes to any of the provisions, these adjustments shall be made on the second pay in June.

The WUEA may alter benefit plan design after June 30, 2011, to receive the salary increases above as long as the annual cost from July 1, 2011, through June 30, 2012 is less than \$17,400.

4. There shall be no retroactive payments for 2009-2010 Schedule B remuneration. Retroactive payment for 2009-2010 Schedule A shall be made on the second paycheck of June 2010.

WAYLAND UNION SCHOOLS – SALARY SCHEDULE

**SCHEDULE A
2009-10**

STEP	BA	BA+18	MA	MA+15	MA+30
1	33,219	33,789	34,930	35,496	36,065
2	34,549	35,141	36,328	36,916	37,507
3	35,878	36,493	37,725	38,336	38,950
4	37,206	37,844	39,123	39,755	40,392
5	38,867	39,533	41,456	42,119	42,784
6	40,528	41,223	43,203	43,894	44,588
7	42,189	42,912	44,950	45,669	46,391
8	43,850	44,603	46,695	47,444	48,194
9	45,843	46,630	48,792	49,573	50,359
10	47,836	48,658	50,888	51,703	52,521
11		50,685	52,984	53,833	54,686
12		53,387	55,779	56,671	57,571
13		58,794	61,367	62,351	63,342
14		59,459	62,032	63,016	64,007
15	58,938	63,646	66,820	68,474	70,218

**SCHEDULE A
2010-2011**

STEP	BA	BA+18	MA	MA+15	MA+30
0	31,890	32,438	33,532	34,076	34,622
1	33,219	33,789	34,930	35,496	36,065
2	34,549	35,141	36,328	36,916	37,507
3	35,878	36,493	37,725	38,336	38,950
4	37,206	37,844	39,123	39,755	40,392
5	38,867	39,533	41,456	42,119	42,784
6	40,528	41,223	43,203	43,894	44,588
7	42,189	42,912	44,950	45,669	46,391
8	43,850	44,603	46,695	47,444	48,194
9	45,843	46,630	48,792	49,573	50,359
10	47,836	48,658	50,888	51,703	52,521
11		50,685	52,984	53,833	54,686
12		53,387	55,779	56,671	57,571
13		58,794	61,367	62,351	63,342
14		59,459	62,032	63,016	64,007
15	58,938	63,646	66,820	68,474	70,218

**SCHEDULE A
2011-2012**

STEP	BA	BA+18	MA	MA+15	MA+30
0	32,049	32,600	33,699	34,246	34,796
1	33,385	33,958	35,104	35,673	36,245
2	34,721	35,317	36,509	37,100	37,695
3	36,057	36,676	37,913	38,528	39,145
4	37,392	38,033	39,318	39,954	40,594
5	39,061	39,731	41,663	42,330	42,998
6	40,731	41,429	43,419	44,113	44,811
7	42,400	43,127	45,175	45,897	46,623
8	44,069	44,826	46,929	47,681	48,435
9	46,072	46,863	49,036	49,821	50,611
10	48,076	48,901	51,142	51,962	52,784
11		50,939	53,249	54,102	54,959
12		53,654	56,057	56,954	57,859
13		59,088	61,674	62,663	63,658
14		59,757	62,343	63,332	64,327
15	59,233	63,964	67,154	68,817	70,569

WAYLAND UNION SCHOOLS

SCHEDULE B

ATHLETICS

Listing by Sport

Football-Varsity	13.50%	X-Country-Varsity-Boys	10.00%
Football-Asst Varsity (2)	10.00%	X-Country-Varsity-Girls	10.00%
Football-Head JV	10.00%	X-Country-MS-Boys	7.00%
Football-Asst JV	9.00%	X-Country-MS-Girls	7.00%
Football-Head Freshman	9.50%		
Football-Asst Freshman	9.00%	Softball-Varsity-Girls	11.00%
		Softball-Asst Var.-Girls	6.00%
Tennis-Varsity-Boys	10.00%	Softball-JV-Girls	8.00%
Tennis-Varsity-Girls	10.00%	Softball-Freshman-Girls	8.00%
Tennis-JV-Boys	7.00%		
Tennis-JV-Girls	7.00%	Track-Varsity-Boys	11.00%
Tennis-7 th -8 th – Boys	7.00%	Track-Varsity-Girls	11.00%
Tennis-7 th -8 th – Girls	7.00%	Track-JV-Boys	8.00%
		Track-JV-Girls	8.00%
Basketball-Varsity-Boys	13.50%	Track-7 th -8 th Boys	7.00%
Basketball-JV-Boys	10.00%	Track-7 th -8 th Girls	7.00%
Basketball-Freshman-Boys	9.50%		
Basketball-8 th Boys	7.00%	Cheerleading-Competitive-Varsity	10.00%
Basketball-7 th Boys	7.00%	Cheerleading-Sideline-Varsity	7.00%
*Basketball-8 th “B” Boys	7.00%	Cheerleading-Competitive-JV	6.00%
*Basketball-7 th “B” Boys	7.00%	Cheerleading-Sideline-JV	6.00%
Basketball-5-6 th Boys	6.00%	*Cheerleading-Sideline-9 th	5.00%
		Cheerleading-MS	5.00%
Basketball-Varsity-Girls	13.50%		
Basketball-JV-Girls	10.00%	Wrestling-Varsity	13.50%
Basketball-Freshman-Girls	9.50%	Wrestling-JV	10.00%
Basketball-8 th Girls	7.00%	Wrestling-MS	7.00%
*Basketball-8 th “B” Girls	7.00%	*Wrestling-Asst. MS	5.00%
Basketball- 7 th Girls	7.00%		
*Basketball-7 th “B” Girls	7.00%	Swim-Varsity-Boys	12.00%
Basketball- 5-6 th Girls	6.00%	Swim-Varsity-Girls	12.00%
		Swim/Diving-Boys Asst.	8.00%
Golf-Varsity Boys	10.00%	Swim/Diving-Girls Asst.	8.00%
Golf-Varsity Girls	10.00%	Swim-MS-Boys-Girls (Co-ed)	7.00%
*Golf-JV Boys	7.00%	*Swim-Asst. MS	4.00%
*Golf-JV Girls	7.00%		
*Golf-Freshman Boys	6.00%	Baseball-Varsity-Boys	11.00%
*Golf-Freshman Girls	6.00%	Baseball-Asst. Var-Boys	6.00%
		Baseball-JV-Boys	8.00%
Volleyball-Varsity-Girls	13.50%	Baseball-Freshman-Boys	8.00%
Volleyball-JV-Girls	10.00%		
Volleyball-Freshman-Girls	9.50%	Soccer-Varsity-Boys	10.00%
Volleyball- 8 th Girls	7.00%	Soccer-Varsity-Girls	10.00%
*Volleyball- 8 th “B” Girls	7.00%	Soccer-JV-Boys	7.00%
Volleyball- 7 th Girls	7.00%	Soccer-JV-Girls	7.00%
*Volleyball- 7 th “B” Girls	7.00%	*Soccer-Freshman	6.00%

*Position dependent on number of participants.

ACADEMICS (AS A RESULT OF CLASS)

Band Director	13.00%
Band Director-Asst.	7.00%
Band-Summer	6.50%
Band-Summer-Asst.**	3.00%
Band-Elementary (only if no Asst)	2.00%
Orchestra Director	11.00%
Debate	11.00%
Forensics	4.00%
Vocal Music - H.S.	11.00%
Vocal Music - M.S.	6.50%
Vocal Music - Elem.	\$200/perf
Yearbook - H.S.	4.00%
Yearbook - M.S.	3.00%
Play-co-curricular	4.50%
Play-extra-curricular	6.00%
Play-Musical	6.00%
Wildcat Dance Theater	\$300/perf

** if >80 students attending

EXTRA CURRICULAR & OTHER

National Honor Society	\$1,000
Destination Imagination	\$1,000
Science Olympiad (HS)	\$1,000
Science Olympiad (MS)	\$1,000
Student Council - HS	\$1,000
Dance Team	\$1,000
Student Council - MS	\$ 800
Ski Club (7-12)**	\$ 300
Youth in Government	\$ 350
Sponsor-Senior	\$ 350
Sponsor-Junior	\$ 350
Sponsor-Sophomore	\$ 250
Sponsor-Freshman	\$ 150
SADD	\$ 350

**\$100 min. then \$100/trip up to \$600

Board of Ed. Approved Clubs:

Business Prof. America	\$ 500
Mentors Assisting Peers	\$ 500
Builders Club – MS	\$ 400
K’ Kids – Pine	\$ 300

CURRICULUM AND 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 (7-8 & 9-12)	\$ 350
Science (7-8 & 9-12)	\$ 350
Social Studies (7-8 & 9-12)	\$ 350
Language Arts (7-8 & 9-12)	\$ 350
Business Education (9-12)	\$ 350
Mentor Employees	\$ 350
Counseling (7-12)	\$ 350
Special Ed. (7-12)	\$ 350
CCA Program Dept. Chair	\$ 350
Sch. Improvement Chair	\$ 500
KEY Club	\$ 500
Pre-K-6 Grade Level Chairs	\$ 100/gr.
Leadership Projects	\$ 575

If any chair person position is split among more than one person then the stipend will be divided proportionately amongst all persons.

An hourly rate equal to the base salary (BA step 1) divided by employee work days and then divided by seven hours will be established in Schedule B as compensation for the following activities:

- K-12 curriculum committees
- school improvement committees
- teacher training
- others as approved by the administration

It is understood that this hourly rate only applies to duties outside the employee-contracted work day(s) as approved by the Administration.

It is further understood that a set stipend or hourly rate may be established for any activities that may take place during summer vacation.

It is understood between the parties that a contract stipulating extra compensation for an employee performing extra duties has a non-tenure status. For an employee who has attained continuing tenure, failure of the Board to re-employ such an employee in a capacity other than as a classroom employee shall not be deemed a demotion within the provisions of the Michigan Teachers' Tenure Act, as amended.

Compensation for extracurricular activities will be based upon steps 1-9 of the B.A. schedule, depending upon the number of years of service in that particular activity.

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.

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.

INSURANCE PROVISIONS

Beginning August 1, 2010, the Board of Education shall provide the insurance options indicated below.

Option 1: Medical, Dental, Vision, Life & LTD

Choices II PPO	\$10/\$20 prescription plan \$300/\$600 deductible in network \$20 Office Visit Co-pay
Dental	90/80/80: \$1,100 Annual Max 50: \$1,400 Lifetime Max, No Adult Orthodontics
Vision	VSP 3 Plus Platinum
Life	\$1,000
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

Employee Premium
Contribution \$90 per month by payroll deduction.

Employees may choose to make such payments through an IRS Section 125 Plan by completing the necessary paperwork.

Flex Spending
Contribution

\$500 employer contribution shall be made on October 1, 2010, to an IRS compliant flexible spending account. The Board shall allow each employee to utilize these funds in accordance with the plan documents and IRS guidelines.

The employee shall submit proof of all expenditures and file appropriate paperwork in order for the district to comply with all applicable laws.

For 2011-2012, a \$500 employer contribution shall be made on October 1, 2011, to an IRS compliant flexible spending account.

Upon expiration of the agreement, the status quo is subject to negotiations. There is no guarantee that the \$500 employer contribution will continue upon expiration of the agreement.

Other

The WUEA shall be allowed to change the plan design in Option 1 on July 1, 2011, or later if the change will reduce the Board's per employee cost for health insurance and if the WUEA notifies the Superintendent in writing with at least 45 calendar days notice. Any change will take effect on the 1st of a month.

If the cost for full family benefits (including all Board provided health, dental, vision, LTD, and life insurance) less employee contributions is projected to be above \$20,000 on July 1, 2011, the Board shall provide the \$500/\$1,000 deductible Choices II plan. The calculation for the projection shall be the full family monthly premium times twelve. The WUEA can make adjustments to plan design to reduce the premium cost in lieu of the change in deductibles provided that the changes are made and communicated to the superintendent in writing at least 35 days before July 1.

If the cost for full family benefits as described in the previous paragraph is projected to exceed \$22,000 on July 1, 2012, the Board shall provide the \$500/\$1,000 deductible Choices II plan with the SaverRx prescription plan. The WUEA can make adjustments to plan design to reduce the premium cost in lieu of the change in deductibles provided that the changes are made and communicated to the superintendent in writing at least 35 days before July 1.

If there is not a successor agreement in place by September 1, 2013, the benefits will revert to the benefit levels in place on September 1, 2010.

Option 2: Cash-in-Lieu of Insurance, Dental, Vision, Life, and LTD

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

Dental	Same as Option 1
Vision	Same as Option 1
Life	\$6,000
LTD	Same as Option 1

Other insurance related items

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

Employees on 20 pays shall have payroll deductions made on the 20th pay. The Board will not be responsible for accepting personal checks to be applied for any insurance coverage.

Drug Reimbursement Plan

For those employees electing to have health insurance, the district shall reimburse prescription drug co-pay expenses for the employee and the employee's enrolled dependents under the employer's group health plan for prescription co-pay expenses in excess of \$1,000 during the 2010-2011 plan year (September 1 through August 31). These reimbursements are only for the \$10, \$20, and \$40 co-pays. The ingredient cost of choosing a brand name drug when a generic drug is available is not reimbursable. Any expenses reimbursed by any other health plan, or insurance policy, or any other source are ineligible for reimbursement.

The employee shall submit proof of all co-pay expenditures and file appropriate paperwork in order for the district to comply with all applicable laws. Forms can be obtained through the administration office or on the district's website.

The amount of this benefit shall be limited to \$5,000 total per plan year (2010-2011 and 2011-2012) for all WUEA members and their enrolled dependents.

WAYLAND UNION SCHOOLS - GRIEVANCE REPORT FORM

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

A. Date Discussion Held with Principal _____

1. Disposition of Principal

Principal's Signature

2. Disposition of Grievant

Grievant's Signature

B. Date Grievance Sent to Superintendent _____

1. Statement of Approval or Disapproval of Association

WUEA Grievance Committee
Chairperson's Signature

C. Date of Meeting with Superintendent and Grievant _____

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

E. Disposition of Grievant

F. 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

Board President's Signature

Grievant's Signature

H. Date of Appeal to Arbitrator _____

1. Decision of Arbitrator

Arbitrator's Signature

LETTER OF UNDERSTANDING No. 1

Between the
Wayland Union Schools
And the Wayland Union Education Association

Re: Schedule B Compensation

The Wayland Union Schools herein referred to as the "Board" and the Wayland Union Education Association herein referred to as the "Association"; hereby mutually agree to the following:

1. Schedule B vacancies shall be posted internally with bargaining unit members being awarded the position, if they apply for a position for which they are reasonably qualified.
2. Bargaining unit members shall be compensated for Schedule B positions pursuant to the Schedule B percentage/monetary rate.
3. If no bargaining unit member applies for a Schedule B position, the Board may compensate a non-bargaining unit employee at a lower percentage/monetary rate.
4. The Board shall have the discretion when awarding prior experience in a Schedule B position held by a non-bargaining unit employee.
5. This Letter of Understanding shall be valid until September 1, 2012 and shall only be extended by written agreement between the Parties.
6. This Letter of Understanding shall neither set a precedent nor establish a practice.

Date: 6-15-10


For Wayland Union Board


For Wayland Union E.A.

LETTER OF UNDERSTANDING
Between the
Wayland Union Public Schools
And the
Wayland Union Education Association

RE: WUEA Bargaining Unit Member in Temporary/Part-time Administrative Position

The Wayland Union Schools herein referred to as the "Board" and the Wayland Union Education Association (WUEA) herein referred to as the "Association"; hereby mutually agree to the following:

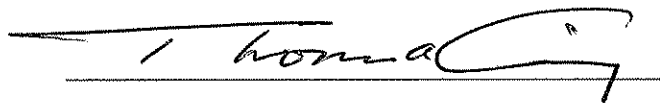
1. The Board may request that an Association bargaining unit member serve as a temporary or part-time administrator pursuant to this Letter of Understanding.
2. A bargaining unit member who agrees to serve in a temporary or part-time administrative position shall not evaluate, discipline, supervise, or act in any way against the interests of other bargaining unit members.
3. 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.
4. A bargaining unit member's salary, benefits, and working conditions shall be prorated in accordance with the Master Agreement.
5. This Letter of Understanding shall be valid until August 31, 2012 and shall only be extended by written agreement between the Parties.
6. This Letter of Understanding shall neither set a precedent nor establish a practice.

Date: 6-15-10

For the Wayland Union Public Schools



For the Wayland Union Education Association



LETTER OF UNDERSTANDING

Between the

Wayland Union Schools

And the

Wayland Union Education Association

RE: WUEA Retirement Notification Stipend

The Wayland Union Schools herein referred to as the "Board" and the Wayland Union Education Association (WUEA) herein referred to as the "Association"; hereby mutually agree to the following:

1. The Board and Association recognize that the recent amendments to the Michigan Public School Employees Retirement System (MPSERS) as a result of Public Act 75 of 2010 has created interest among several WUEA bargaining unit members who could now retire under the new MPSERS incentives and the Rule of 80. Several WUEA bargaining unit members have expressed interest in applying to retire through MPSERS, if a retirement notification stipend is offered by the Board prior to June 11, 2010. The Association and Board agree that such a stipend should be offered in the best interest of the parties.
2. The Board will offer a Retirement Notification Stipend to WUEA members who qualify under MPSERS to retire and provide a written notification by June 10, 2010 to the Wayland Union Schools' Superintendent. An irrevocable resignation from their position with the Wayland Union Schools must also be included with this notification. The signed resignation will be effective no later than June 30, 2010.
3. The amount of the Board's Retirement Notification Stipend will be Thirty-Six Thousand Dollars (\$36,000.00) and shall be in the form of a deposit into an Employer's 403(b) account with MEA Financial Services for each qualifying employee who provides notification/resignation.
4. This Retirement Notification Stipend shall be in three equal deposits of Twelve Thousand Dollars (\$12,000.00) with the first being on or before September 15, 2010, the second being on or before January 15, 2011, and the third on or before January 15, 2012.
5. All WUEA bargaining unit members who provide the written notice and resignation in number 2 above, must have a MEA Financial Services 403 (b) account with the Wayland Union Schools, or establish a 403(b) account with MEA Financial Services prior to resignation from the District.
6. WUEA bargaining unit members who have submitted a resignation to the Board and have participated in the 2010 Wayland Union Schools Voluntary Severance Plan offered by the Board are not eligible for the Retirement Notification Stipend.
7. The Board and Association further agree that a minimum of three (3) WUEA bargaining unit members must provide the timely written notice and resignation to the Superintendent for this Retirement Notification Stipend Letter of Understanding to become effective.

8. The decision by a WUEA bargaining unit member to provide a notification and resignation pursuant to the terms of this Letter of Understanding is entirely voluntary on the part of the bargaining unit member. There shall be no adverse effect on the employment rights of any WUEA bargaining unit member who is eligible to apply for the Retirement Notification Stipend and decides not to do so.
9. The Board and Association shall not give any legal, tax or financial advice in connection with this WUEA Retirement Notification Stipend and the bargaining unit member is encouraged to consult with his/her own attorney, tax advisor, or financial planner before providing a written notification of retirement and resignation to the superintendent.
10. This Letter of Understanding shall neither set a precedent nor establish a practice between the Parties and shall be valid until June 30, 2010.

Date: June 8 - 2010

For the Wayland Union Schools

For the Wayland Union Education Association

Eivor Swan

[Signature]

LETTER OF UNDERSTANDING
between
WAYLAND UNION SCHOOLS
and the
WAYLAND UNION EDUCATION ASSOCIATION

RE: Wayland Union Schools 403(b) Tax-Sheltered Annuity Plan

The Wayland Union Schools herein referred to as the "Board" and the Wayland Union Education Association (WUEA) herein referred to as the "Association"; hereby mutually agree to the following:

- A. 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.
- B. The Board of Education and the Association have named TSA as the third party administrator (TPA) for the School District's 403(b) 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.

The Board and the Association have named the following vendors in the 403(b) plan recognized by the district:

MEA Financial Services (Paradigm/MEA), Equitable Life, Putnam Fiduciary Co., Waddell & Reed, AIG/Valic, Plan Member, Pacific Life, Legend Group, and Midwest Capital Advisors.

It is understood that no changes shall be made in the vendors available above without mutual written agreement between the Board and the Association.

Accordingly, the following is understood:

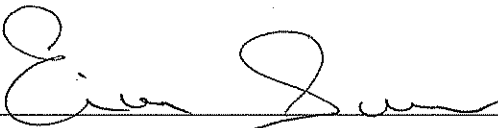
- 1. The Board of Education agrees to perform the required IRS services and plan administration.
- 2. The Board of Education shall provide a copy of all Plan documents to the Association when requested.
- 3. The Board agrees to 'hold harmless' and defend, inclusive of reasonable attorney fees, affected 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.

C. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:

1. 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 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.
2. The plan document shall allow employees the ability to make changes in the investment portfolio.
3. Additionally, the plan document shall allow for:
 - a. Employer Contributions, if mutually agreed upon herein.
 - b. "Catch Up" Contributions as defined by the IRS, except the 15 years of service catch up contributions.
 - c. Emergency or hardship withdrawals under restrictions included within the plan.
 - d. The ability of an employee to request and receive a single loan as appropriate under 403(b) regulations.
 - e. Acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e., "Rollover") as appropriate under 403(b) regulations.
 - f. Planned withdrawals as appropriate under 403(b) regulations.
 - g. Participating employees are given the ability to make changes in their status within the plan as appropriate under 403(b) regulations.
 - h. 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.
 - i. 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.

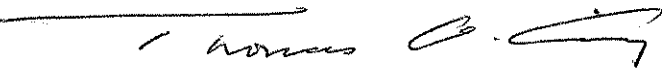
- j. All bargaining unit members are eligible to participate in the plan.
- D. This Letter of Understanding shall be valid until September 1, 2009, and can only be extended by written agreement between the Board and the Association.

For Wayland Union Schools:



Date: 11-3-08

For Wayland Union Education Association:



Date: 10/29/08

Wayland Union Schools 2009 -2010 Calendar

Student Days: 178

Teacher Days: 184

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	1

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

AUGUST						
S	M	T	W	T	F	S
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
31	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						

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			

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			

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

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	

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					

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

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		

JUNE						
S	M	T	W	T	F	S
30	31	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			

September
1st/2nd – Professional Development Days
4th - 7th – Labor Day Break
8th – Student First day

October

November
2nd – Inservice Day
26th/27th – Thanksgiving Break

December
21st – Winter Break Begins

January
1st – Winter Break Ends

February
19th – Mid-Winter Break
22nd – Inservice Day

March

April
2nd-9th – Spring Break

May
31st – Memorial Day

June
14th – Students Last Day

	Students start/end
	No School
	No Students / Staff Only

All inclement weather make-up days will be at the end of the school year.

(06/03/10)

Wayland Union Schools 2010 -2011 Calendar

Student Days: 177

Teacher Days: 183

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

JANUARY						
S	M	T	W	T	F	S
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				

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					

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		

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		

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

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

NOVEMBER						
S	M	T	W	T	F	S
31	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				

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	1

August

31st – Professional Development Day

September

1st – Professional Development Day

3rd-6th – Labor Day Break

7th – Student First day

21st – NWEA Testing until Oct. 8th

October

12th-29th – MEAP Testing

November

1st – Professional Development Day

25th/26th – Thanksgiving Break

December

20th-31st – Winter Break

January

17th-28th – NWEA Testing

February

18th – Mid-Winter Break

21st – Professional Development Day

March

1st – ACT Testing

8th-10th – MME Testing

April

1st-8th – Spring Break

18th – NWEA Testing until May 6th

May

30th – Memorial Day

June

10th – Students Last Day

	Students start/end
	No School
	No Students / Staff Only

All inclement weather make-up days will be at the end of the school year.

(06/03/10)

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		

Wayland Union Schools 2011 -2012 Calendar

Student Days: 177

Teacher Days: 183

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

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				

AUGUST						
S	M	T	W	T	F	S
31	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			

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	

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

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

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					

NOVEMBER						
S	M	T	W	T	F	S
30	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		

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

August
30th/31st - Professional Development Days

September
2nd - 5th - Labor Day Break
6th - Student First day
- NWEA Test until Oct. ?th

October
- MEAP Test
31st - Professional Development Day

November
24th/25th - Thanksgiving Break

December
19th -30th - Winter Break

January

February
17th - Mid-Winter Break
20th - Professional Development Day

March
30th - Spring Break
- MME Testing

April
2nd -6th - Spring Break
- NWEA until May ?th

May
28th - Memorial Day

June
8th - Students Last Day

	Students start/end
	No School
	No Students / Staff Only

All inclement weather make-up days will be at the end of the school year.

(06/03/10)

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