

AGREEMENT

1997-2000

BETWEEN

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

AND

WAYLAND UNION SCHOOLS

WAYLAND, MICHIGAN

Wayland Union Schools

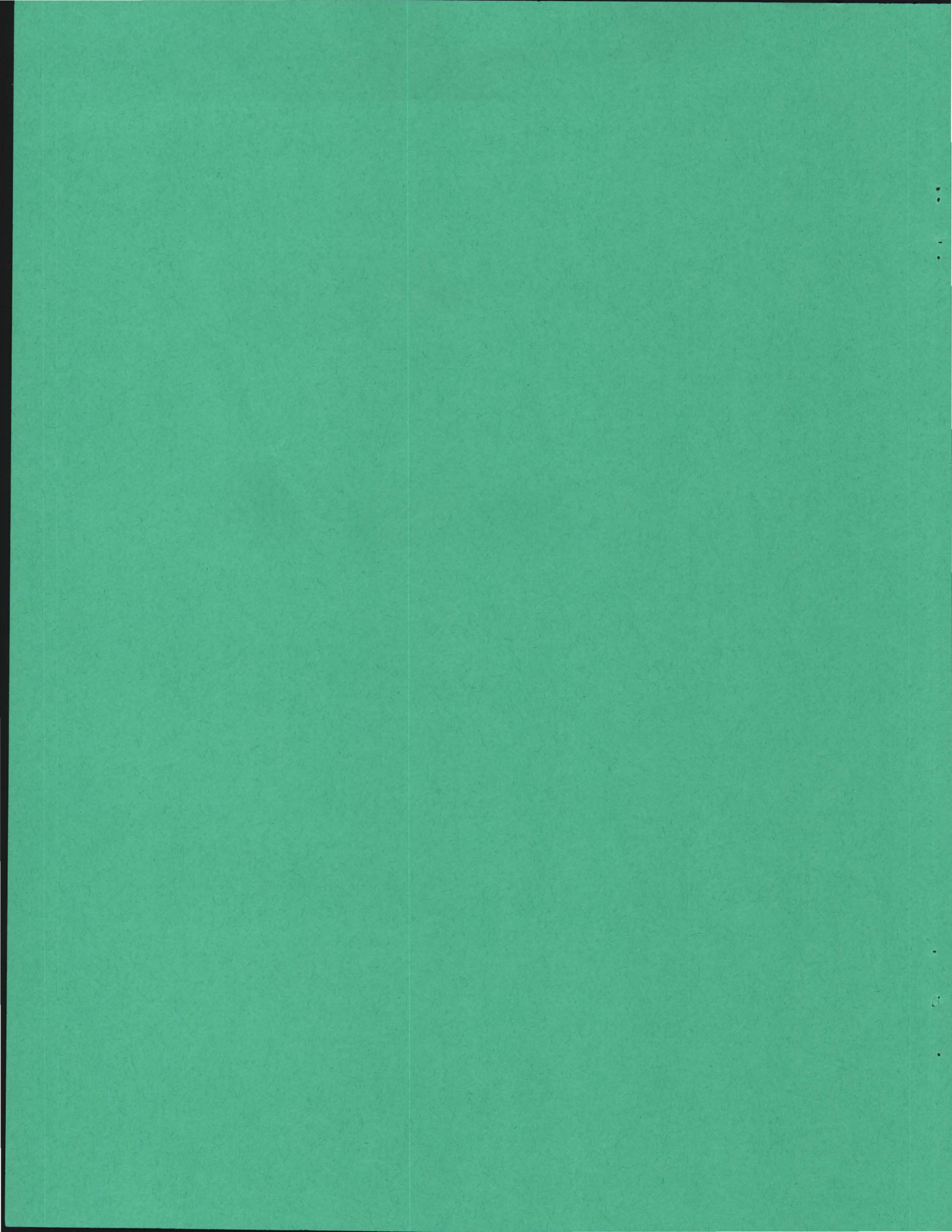


TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1	
Recognition	1
ARTICLE 2	
Recognition of Rights of the Board	3
ARTICLE 3	
Association and Employee Rights	4
ARTICLE 4	
Professional Compensation	5
ARTICLE 5	
Calendar	6
ARTICLE 6	
Teaching Hours	7
ARTICLE 7	
Teaching Loads and Assignments	9
ARTICLE 8	
Teaching Conditions	10
ARTICLE 9	
Vacancies and Promotions	11
ARTICLE 10	
Leaves of Absence	13
ARTICLE 11	
Employee Evaluation	20
ARTICLE 12	
Protection of Employees	23
ARTICLE 13	
Negotiations Procedures	24

ARTICLE 14	
Professional Grievance Procedure	25
ARTICLE 15	
Miscellaneous Provisions	28
ARTICLE 16	
Reduction in Personnel	30
ARTICLE 17	
Employee Discipline	32
ARTICLE 18	
Duration of Agreement	33
SCHEDULE A	
Salary Schedule	
Fundamental Principles of the Salary Schedule	34
1997-98 Salary Schedule	37
1998-99 Salary Schedule	38
1999-00 Salary Schedule	39
Schedule B-Athletics	40
1997-2000 Insurance Provisions	43
GRIEVANCE REPORT FORM	45
LETTER OF UNDERSTANDING	48
SCHOOL CALENDAR	49

MASTER AGREEMENT
1997-2000

AGREEMENT

This Agreement is entered into this 1st day of August, 1997, 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, librarians, social workers, school psychologists and speech pathologists but excluding supervisory and executive personnel, temporary employees, 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 one-tenth (1/10) of such dues from the second regular salary check of the employee each month for ten (10) months, 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 decline to join and instead pay a service fee in such amount as is certified by the Union to constitute the cost of representation.

- 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.

- 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

- A. 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 conflict with 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 employees' lounge and mail boxes for dissemination of material.
- B. The Association shall have up to four (4) days per year to attend MEA workshops or conferences and the Association shall reimburse the Board for the cost of substitute employees during these four (4) 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 June 30, 2000.
- B. Work listed in Schedule B that is beyond the normal employee work load shall be compensated as defined in Schedule B.
- C. Employees shall have the option of being paid their annual salary in twenty-six (26) equal payments or twenty-two (22) equal payments or twenty-six (26) equal payments with the last four (4) payments accompanying the twenty-second (22nd) check.
- D. Employees may authorize payroll deductions in writing for all purposes allowed by law or Board policy, including but not limited to deductions for credit union, tax-sheltered annuities, IRC 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 the extra duty pay schedule shall have the option of receiving moneys in a lump sum when the duties are completed or incorporated into their regular check.

ARTICLE 5

CALENDAR

- A. The Board and the Association agree that five (5) one-half days will be made available for school improvement and/or professional staff development meetings during the course of the year. The programs for these five (5) one-half days will be coordinated by the administration with input from the WUEA through involvement on building or district school improvement teams. These one-half days are considered part of an employee's professional work and employees are required to be in attendance during these days in accordance with the laws of the State of Michigan. In addition, up to three (3) evenings will be used for parent-teacher conferences in the Fall and/or Spring at the rate of pay defined in Schedule B.
- B. Calendar schedules for the 1997-98, 1998-99 & 1999-2000 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. 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.

ARTICLE 6

TEACHING HOURS

- A. The employee's normal teaching hours in the school shall be as follows:
1. An employees' working day shall consist of no more than seven (7) hours, including time for a duty free lunch period.
 2. Employees at the High School and Middle School will be available to students in his/her classroom or classroom office for up to ten (10) minutes before and up to ten (10) minutes after regular class hours as determined by the building principal.
 3. Planning time shall be used for the preparation of professional assignments, grading of examinations, conferences and related professional activities.
 - a. Elementary classroom teachers and teaching specialists (e.g., music, PE, art) who are required to provide at least 320 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 without his/her consent.
 4. Elementary employees 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. Transportation delays will be referred to the Joint Committee for discussion.

6. All employees shall be entitled to a duty free lunch period of not less than thirty (30) minutes. 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: \$15.00 (97-98); \$17.50 (98-99); \$20.00 (99-2000).
- 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 twenty-four (24) hour notice of these employee meetings. There shall be a maximum of nine (9) meetings not to exceed one (1) hour in duration.

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.
- 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 but no later than the Friday before Spring vacation of each year.
1. Any employee who wishes to be considered for a particular assignment may submit a written statement of preference to their 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 the Friday after Spring vacation. There is no guarantee that the preference will be awarded when assignments are made.
 2. Notification of assignment changes will generally be given to affected employees on or before May 1 of each year. In special circumstances notice may be given at a later date.
- C. The Board agrees to allow provisions for its teaching staff to participate in "job sharing." Proposals must be submitted to the Board in writing by April 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.

ARTICLE 8

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student 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 texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- 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. Employees shall cooperate with requests from the administration for supervision of 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 in each employees' lounge, and a copy of such notice shall be given to each WUEA Building Representative. 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 August 15, 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.
 3. Vacancies for less than a semester need not be posted. If such positions remain vacant at the end of the semester 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.
- B. Any employee may apply for such a vacancy. The Board shall consider these 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 NCA standards; performance evaluations; and needs of the district.
 3. Input from an established site-based recommendation team.
 4. 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.
 5. 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 position 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 nonbargaining unit vacancy is not a violation of this Agreement.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in the Appendix 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 in the employees' lounge during the school year or will be given to the President of the Association during the recess periods.

ARTICLE 10

LEAVES OF ABSENCE

A. Illness and Disabilities

1. At the beginning of each school year all full time employees shall be credited with a thirteen (13) 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 thirty (130) days (97-98); 140 (98-99); 150 (99-2000).
2. Up to five (5) 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 relatives as agreed to by the Superintendent and employee.
3. 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.
4. In the event that an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, such employee will be granted thirty (30) days added to his/her accumulated sick leave allowance for each such illness or disability. 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. However, the amount an employee receives from worker's compensation will be deducted from the amount he/she receives during this leave. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

5. 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. 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 April 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.

6. Nothing within this section of the Agreement shall constitute a waiver of the employee's rights under any laws including FMLA and ADA.

B. Personal Business

1. One (1) day each year shall be available for personal business. This one day, if not taken, can be accumulated up to three (3) over a three (3) year period. This day may not be taken just preceding or following a day when school is not in session and the first and last days of the school year. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. Personal business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. A statement for a personal business leave must be submitted to the principal in writing at least one (1) week in advance, except in the event of an emergency when a shorter notice may be acceptable.
2. 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.

C. In-Service Professional Days

1. Certified personnel are to be granted the opportunity to attend one (1) conference or visit another school system once during the school year at the expense of the School Board. A second conference may be afforded those persons who supervise a co-curricular or extra-curricular activity. One of the conferences must be in the person's teaching field.
2. Denials of conference requests by building principals may be appealed to the Assistant Superintendent, whose decision is final and binding.

D. 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 and otherwise comply with the procedure for requesting a leave of absence. Failure to follow this procedure or abuse of the leave privilege may result in having the absence considered as unexcused.

E. Sabbatical Leave

1. Employees who have been employed in the Wayland Union Schools for six (6) years may be granted a sabbatical leave for one (1) year.
2. To be eligible for leave, an employee must be accepted for study in a Grant and Aid program.
3. 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.
4. 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.
5. 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.
6. 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.

7. A maximum of one (1) eligible employee may be granted sabbatical leave each year.

F. Unpaid Sabbatical Leave

1. Employees who have been employed in the Wayland Union Schools for six (6) years may be granted a sabbatical leave for one (1) year.
2. The employee shall receive no reimbursement from the Board for the year while on sabbatical leave.
3. 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 of like nature and status, providing another employee is not under contract for such a position. 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 before April 1. The employee shall not be advanced on the salary schedule for the period of such leave.
4. The program of study and/or travel for the year, together with the application, must be submitted to the Superintendent for approval. After due consideration of all applications, 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. Unpaid Leaves of Absence

1. 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 April 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.

2. A military leave of absence shall be granted under such terms and conditions as are required by applicable federal and state laws.
3. Child care leave of up to one (1) year may be granted commencing at the conclusion of maternity leave under Section A, Paragraph 2 of this Article 10. In addition, adoptive and/or paternity care leave may be granted for up to one (1) year. 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. If the employee on leave intends to return the following year, he/she must notify the Superintendent of his/her intent before April 1. Any 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.

H. Partial Unpaid Leave

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.

I. Leave Provisions

1. Except for qualified FMLA leaves, an employee may not be charged with less than one-half (1/2) day of absence.
2. No payment for unused sick days or business 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.
3. The employer will provide each employee with a report of the number of accumulated leave days in September of each year.
4. An employee returning from leave under Section A, Paragraph 2, and Section G, Paragraphs 1, 2, and 3, respectively, shall be assigned to the same position or to a position of like nature and status if a vacancy is available.

5. 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.

J. Special Leave of Absence

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.

1. The application for this special leave shall be submitted in writing by the employee prior to May 1 of any year, and shall be acted upon by the Board no later than June 30 of any year.
2. The term of the leave shall be for the next two (2) full academic semesters, i.e., for the next succeeding school year.
3. The Board shall continue to provide, during the term of this special leave, the health and dental insurance coverage according to Schedule A of the Agreement.
4. The employee shall notify the Board in writing, of his/her intent to return from the leave by May 1 of the leave year.
5. In the absence of receipt by May 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.
6. Upon the termination of this special 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.
7. This special leave provision shall be available to any tenure employee who has accrued six (6) or more years of seniority.

8. 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.

K. 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.

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 evaluation 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.
- D. Employee evaluations shall be conducted by the employee's building principal(s) or immediate supervisor; employees identified as unsatisfactory may be observed and evaluated by other District consultants and administrators. 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 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, 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 adverse 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 probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Employee by the Administration with the

recommendation of the Association. 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 jointly by the Administration and the Association.
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. Since the employee's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. An employee may exclude from his/her class a child who in the employee's opinion is causing serious disruption. The employee must confer with the principal or assistant principal or legal counsel to provide the necessary information concerning the problem.
- 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 with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the 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 mentioned in this Article shall not be charged against the employee up to a maximum of one (1) year.
- 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 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, the parties voluntarily and unqualifiedly waive the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered by this Agreement, or with respect to any subject or matter which was negotiated but no agreement was reached.

ARTICLE 14

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The Association will identify their 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.

ARTICLE 15

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain a list of substitute employees. Employees shall be informed of a telephone number which they must call before school starts 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. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees covered by this Agreement.
- 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. Effective July 1, 1995, the parties shall establish 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 at least three (3) times each school year. 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 18 or for a grievance under Article 14.

- F. As another means of improving and delivering the most effective educational services, the parties agree to establish a committee in each building known as a "site-based recommendation team." Meetings may be initiated by building administrator and/or WUEA building representative. It is understood that neither party shall be required to accept or act upon any such recommendations or proposals. In particular, the parties acknowledge and agree that the Board reserves to itself the exclusive right to make any final decisions in accordance with its rights under the Master Agreement.

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 following procedure shall be followed by the Board:
1. Teaching certification.
 2. Non-tenure employees.
 3. Prior experience in the district 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 shall retain his/her seniority accumulated prior to the transfer out of the bargaining unit.
 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 17, Sections B and F. 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.
- F. An employee shall be deemed qualified for a position provided that the employee holds an applicable teaching certificate and meets NCA standards.
- G. 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, 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.
- H. 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:

- a. Resigns or quits.
- b. Is discharged for cause.
- c. Retires.
- d. Fails to return from an authorized leave of absence on the agreed upon date.
- e. Is on layoff for a period equal to his/her length of service at the time of layoff.

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. Discussion of problem between employee building principal/immediate supervisor.
 - 2. Written warning by building principal/immediate supervisor.
 - 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 is immediately effective and shall remain in full force and effect until June 30, 2000.

The foregoing has been agreed upon between us effective August 1, 1997.

WAYLAND UNION EDUCATION
ASSOCIATION

By Jeffrey L. Salisbury
Its President

By Linda J. Rice
Its Secretary

WAYLAND UNION SCHOOLS
BOARD OF EDUCATION

By Michael Bowand
Its President

By Wendy Kelly
Its Secretary

E. To qualify for the B.A. plus 18 scale, an employee must meet the following requirements:

1. 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.
2. An employee must qualify for this scale before the present school year starts. Any additional hours earned after the start of the school year will not be honored until the next school year.
3. A transcript of credits or report card reports must be on file in the Superintendent's office by September 1 of each school year.
4. All college credits submitted by an employee for pay increments shall be a "B" average or better.

F. To qualify for the M.A. plus 15 scale, an employee must meet the following requirements:

1. 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.
2. An employee must qualify for this scale before the present school year starts. Any additional hours earned after the start of the school year will not be honored until the next school year.
3. A transcript of credits or report card reports must be on file in the Superintendent's office by September 1 of each school year.
4. All college credits submitted for any increments shall be a "B" average or better.

G. To qualify for the M.A. plus 30 scale, an employee must meet the following requirements:

1. 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.
2. An employee must qualify for this scale before the present school year starts. Any additional hours earned after the start of the school year will not be honored until the next school year.
3. A transcript of credits or report card reports must be on file in the Superintendent's office by September 1 of each school year.
4. All college credits submitted for any increments shall be a "B" average or better.

H. Vocational employees paid under schedule as follows:

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

WAYLAND UNION SCHOOLS - SALARY SCHEDULE

1997-98

STEP	BA	BA+18	MA	MA+15	MA+30
0	25,104	25,534	26,394	26,820	27,249
1	26,109	26,555	27,449	27,893	28,339
2	27,113	27,577	28,505	28,965	29,429
3	28,117	28,598	29,560	30,038	30,519
4	29,372	29,875	30,881	31,380	31,881
5	30,628	31,151	32,200	32,720	33,244
6	31,883	32,429	33,520	34,062	34,605
7	33,138	33,705	34,840	35,402	35,967
8	34,644	35,237	36,422	37,011	37,602
9	36,150	36,769	38,006	38,621	39,237
10	37,657	39,068	40,909	42,108	43,325
11	39,665	41,365	43,285	44,521	45,777
12	43,448	45,259	47,332	48,660	50,001
13		45,769	47,860	49,196	50,546

WAYLAND UNION SCHOOLS - SALARY SCHEDULE

1998-99

STEP	BA	BA+18	MA	MA+15	MA+30
0	25,581	26,019	26,895	27,330	27,766
1	26,605	27,060	27,971	28,423	28,877
2	27,628	28,101	29,047	29,516	29,988
3	28,651	29,142	30,122	30,609	31,098
4	29,930	30,443	31,467	31,976	32,486
5	31,210	31,743	32,811	33,342	33,875
6	32,488	33,045	34,156	34,709	35,263
7	33,768	34,345	35,502	36,075	36,651
8	35,303	35,907	37,114	37,715	38,317
9	36,837	37,468	38,728	39,355	39,983
10	38,372	39,810	41,686	42,908	44,149
11	40,418	42,151	44,108	45,367	46,647
12	44,274	46,119	48,231	49,585	50,951
13		46,119	48,231	49,585	50,951
14		46,684	48,817	50,180	51,557

WAYLAND UNION SCHOOLS - SALARY SCHEDULE

1999-2000

STEP	BA	BA+18	MA	MA+15	MA+30
0	26,093	26,539	27,433	27,876	28,322
1	27,137	27,601	28,530	28,991	29,455
2	28,180	28,663	29,628	30,106	30,587
3	29,224	29,725	30,725	31,221	31,720
4	30,529	31,052	32,097	32,615	33,136
5	31,834	32,378	33,468	34,009	34,553
6	33,138	33,706	34,840	35,403	35,968
7	34,443	35,032	36,212	36,796	37,384
8	36,009	36,625	37,857	38,469	39,083
9	37,574	38,217	39,503	40,142	40,783
10	39,140	40,606	42,520	43,766	45,032
11	41,227	42,994	44,990	46,274	47,580
12	45,159	47,041	49,196	50,576	51,970
13		47,041	49,196	50,576	51,970
14		47,041	49,196	50,576	51,970
15		47,908	50,094	51,494	52,908

SCHEDULE B
WAYLAND UNION SCHOOLS - ATHLETICS

Listing by Sport

Football-Varsity	13.5%	Tennis-Varsity-Girls	10.0%
Football-Asst Varsity	10.0%	Tennis-Varsity-Boys	10.0%
Football-Head JV	10.0%	Tennis-JV-Boys	7.0%
Football-Asst JV	9.0%		
Football-Head Freshman	9.5%	Basketball-Varsity-Girls	13.5%
Football-Asst Freshman	9.0%	Basketball-JV-Girls	10.0%
		Basketball-Girls-9th	9.5%
Basketball-Varsity	13.5%	Basketball-Girls-8th	7.0%
Basketball-JV	10.0%	Basketball-Girls-7th	7.0%
Basketball-Freshman	9.5%	Basketball-Girls-5-6th	6.0%
Basketball-8th	7.0%		
Basketball-7th	7.0%	Volleyball-Varsity-Girls	13.5%
Basketball-Boys-5-6th	6.0%	Volleyball-JV-Girls	10.0%
		Volleyball-Girls-9th	9.5%
Golf-Varsity Boys	10.0%	Volleyball-Girls-7-8th	6.0%
Golf-Asst or JV Boys	7.0%		
Golf-Varsity-Girls	10.0%	Softball-Varsity-Girls	11.0%
		Softball-Pitching Girls	6.0%
X-County-Varsity	9.0%	Softball-JV-Girls	8.0%
		Softball-Freshman-Girls	8.0%
Track-Varsity-Boys	11.0%	Cheerleading-Varsity	7.0%
Track-Varsity-Girls	11.0%	Cheerleading-JV	6.0%
Track-Boys Asst.	8.0%	Cheerleading-9th	5.0%
Track-Girls Asst.	8.0%	Cheerleading-MS	5.0%
Track-M.S.	7.0%		
		Swim-Varsity-Boys	12.0%
Wrestling-Varsity	13.5%	Swim-Varsity-Girls	12.0%
Wrestling-JV	10.0%	Swim-Asst-Boys & Girls	8.0%
Wrestling-M.S.	7.0%	Swim/Diving/Season	8.0%
		Swim-Coed-M.S.	7.0%
Baseball-Varsity	11.0%		
Baseball-JV	8.0%		
Baseball-Pitching	6.0%		
Baseball-Boys-9th	8.0%		
Soccer-Varsity Boys	10.0%		
Soccer-Asst.	7.0%		
Soccer-Varsity-Girls	10.0%		
Soccer-JV-Girls	7.0%		

WAYLAND UNION SCHOOLS - ACADEMICS (AS A RESULT OF CLASS)

Band Director	13.5%
Band Director-Asst.	8.0%
Band-Summer	6.5%
Debate	5.5%
Forensics	4.0%
Vocal Music - H.S.	4.0%
Vocal Music - M.S.	2.0%
Vocal Music - Elem.	2.0%
Yearbook - H.S.	4.0%
Yearbook - M.S.	3.0%
Play-Fall	4.5%
Play-Winter	4.5%
Play-Spring	4.5%
Play-Musical add	1.5%

EXTRA CURRICULAR & OTHER

National Honor Society	\$1,000
Science Olympiad (HS)	\$1,000
Science Olympiad (MS)	\$1,000
Student Council - HS	\$1,000
Student Council - MS	\$ 400
"W" Club	\$ 500
Ski Club	\$ 300
Safety Patrol	\$ 750
Youth in Government	\$ 350
Sponsor-Senior	\$ 350
Sponsor-Junior	\$ 350
Sponsor-Sophomore	\$ 250
Sponsor-Freshman	\$ 150
Sponsor-7th	\$ 100
Sponsor-8th	\$ 100
Odyssey of Mind	\$ 350
SADD	\$ 350
Board of Ed. Approved Clubs:	
Business Prof. America	\$ 500

CURRICULUM AND DEPARTMENT CHAIRS

Fine & Performing Arts (7-12)	\$ 350
Vocational Tech Arts (7 -12)	\$ 350
Physical Education (7-12)	\$ 350
Foreign Language (9-12)	\$ 350

Math (7-12)	\$350
Science (7-12)	\$350
Social Studies (7-12)	\$350
Language Arts (7-12)	\$350
Business Education (9-12)	\$350
Curriculum Study Chairpersons	\$350
Mentor Employees	\$100
Counseling (7-12)	\$350
Media Chair (K-12)	\$350
Special Ed. (7-12)	\$350

An hourly rate equal to the base salary (Zero BA) 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
- curriculum councils
- parent teacher conferences (as required and scheduled per the calendar)
- 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 extra curricular activities will be based upon the 0-8 steps 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.

WAYLAND UNION SCHOOLS - INSURANCE PROVISIONS
1997-2000

The Board shall provide full family Super Care I Health Insurance as provided by MESSA for each full time employee and his/her eligible dependents as listed on the MESSA application blank. For each employee not utilizing the health insurance as described above, the Board shall apply up to the equivalent of a single employee premium to be utilized toward the MESSA insurance variable option program or a \$100/month to be spent in the flexible spending account. A general schedule of benefits for the self-funded dental and vision program is described below.

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 with a minimum coverage for a single employee.

If an employee leaves our employ on or after July 1st and has not notified the district prior to this date, the employee is obligated to reimburse the Board for July and August premiums. This shall not apply to any employee laid off, under Article 14, "Reduction in Personnel."

For those employees on 22 pays, payroll deductions will be made on the 22nd pay. The Board will not be responsible for accepting personal checks to be applied for any insurance coverage.

WAYLAND UNION SCHOOLS - VISION & DENTAL PACKAGE
Third Party Administrator - Michigan Employee Benefit Service (MEBS).

DENTAL:	MEBS 100/80/50	<u>FY9798</u>	<u>FY9899</u>	<u>FY9900</u>
Class I - 100%	Preventative			
Class I - 80%	Prosthodontic			
Class I - 50%	Orthodontic			
	(To age 18 - Lifetime maximum)	\$1,250	\$1,313	\$1,379
Class I and II Annual limit/person/benefit year		\$1,000	\$1,050	\$1,103

Annually the Board of Education shall inform each employee of the Reasonable & Customary rates as they apply to the above.

VISION:	Exam by Optometrist	\$ 40	\$ 42	\$ 44
	Exam by Opthamologist	\$ 40	\$ 42	\$ 44
	Spectacles:			
	Single vision-clear	\$ 60	\$ 63	\$ 66
	Bifocal-clear	\$ 80	\$ 84	\$ 88
	Trifocal-clear	\$ 102	\$ 107	\$ 112
	Lenticular-clear	\$ 140	\$ 147	\$ 154
	Frames	\$ 65	\$ 68	\$ 72
	Contact lenses w/exam	\$ 120	\$ 126	\$ 132

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

2. Disposition of Grievant

Principal's Signature

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 I

The WUEA and the Board agree:

1. A seven person committee designated by the Association from each building will meet pursuant to Article 5-A-6 or on the first half day of the October 3, 1997 Staff Development Day, to evaluate and recommend revisions to the current evaluation form on or before October 30, 1997. The administration will seriously consider but is not necessarily bound by such recommendations and will issue a final form on or before December 19, 1997. The current form will be used until the revised form is created.

2. The parties will continue to discuss the issue of planning time for secondary staff assigned to the Wayland Union Schools employment technology and skills program. This issue will be discussed before the beginning of each school year between program administration and affected program staff to devise a mutually acceptable plan consistent with the unique needs of the students and the program.

1997-98 CALENDAR

August								TD	SD
				1	2			7	5
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									

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

September								TD	SD
1	2	3	4	5	6			21	21
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								TD	SD
1	2	3	4					17.5	17
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30					

October								TD	SD
	1	2	3	4				22.5	22
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				

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

November								TD	SD
					1			17.5	17
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									

June								TD	SD
	1	2	3	4	5	6		8.5	8
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30							

December								TD	SD
	1	2	3	4	5	6		14.5	14
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								TD	SD
				1	2	3		20	19
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								TD	SD
	1	2	3	4	5	6	7	18.5	18
8	9	10	11	12	13	14			
15	16	17	18	19	20	21			
22	23	24	25	26	27	28			

	TD	SD
August 21, 1997	7	5
August 25, 1997		
September 1, 1997	21	21
October 3, 1997		
November 1997		
November 7, 1997	22.5	22
Nov. 27, 28, 1997	17.5	17
December 12, 1997	14.5	14
Dec. 20-Jan. 4, 1998	20	19
January 16, 1998		
February 1998		
February 20, 1998	18.5	18
February 23, 1998	20	20
March 1998		
Mar. 28-April 5, 1998		
April 24, 1998	17.5	17
April 27, 1998	20	20
May 25, 1998		
June 10, 1998	8.5	8
June 11, 1998	187	181

*Inclement weather make-up day if needed. Other make up days will be added to the end of scheduled students days. School ending dates to be announced by April 1 when possible.

**Parent-Teacher Conferences will be scheduled according to marking periods in the elementary, middle, and high school.

- Teacher Day Only
- Non-school Day
- Student & Teacher Day

1998-99 CALENDAR

August								TD	SD
							1	8	6
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								

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

September					TD	SD
					21	21
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										TD	SD
										15.5	15
1	2	3	4	5	6	7	8	9	10		
11	12	13	14	15	16	17	18	19	20		
21	22	23	24	25	26	27	28	29	30		

October										TD	SD
										21.5	21
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											

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

November							TD	SD
							18.5	18
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							

June					TD	SD
					9.5	9
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		

188 182

December					TD	SD
					13.5	13
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 20, 1998
 August 24, 1998
 September 7, 1998
 October 2, 1998
 November 1998
 November 6, 1998

Teachers Report
 Students Report
 Labor Day
 1/2 School Improvement/
 p.m. Curriculum Mtgs.
 Parent-Teacher Conf.**
 1/2 School Improvement/
 p.m. Curriculum Mtgs.
 Thanksgiving break
 1/2 School Improvement/
 p.m. Curriculum Mtgs.
 Winter Break
 Records Day
 Parent-Teacher Conf.**
 1/2 School Improvement/
 p.m. Curriculum Mtgs.
 Mid Winter Break

TD	SD
8	6
21	21
21.5	21
18.5	18
13.5	13
20	19
18.5	18
23	23
15.5	15
19	19
9.5	9
188	182

January									TD	SD
									20	19
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							

Nov. 26, 27, 1998
 December 11, 1998
 Dec. 19-Jan. 3, 1999
 January 15, 1999
 February 1999
 February 19, 1999

February 22, 1999
 March 1999
 April 2-11, 1999
 April 30, 1999
 May 3, 1999
 May 31, 1999
 June 11, 1999
 June 14, 1999

Spring Break
 1/2 School Improvement/
 p.m. Curriculum Mtgs.
 Mid Spring Break*
 Memorial Day
 Students Last Day (Full)
 Teachers Last Day (1/2)

- Teacher Day Only
- Non-school Day
- Student & Teacher Day

*Inclement weather make-up day if needed. Other make up days will be added to the end of scheduled students days. School ending dates to be announced by April 1 when possible.

**Parent-Teacher Conferences will be scheduled according to marking periods in the elementary, middle, and high school.

1999-2000 CALENDAR

August							TD	SD
1	2	3	4	5	6	7	9	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						

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

September							TD	SD
	1	2	3	4			21	21
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							TD	SD
						1	13.5	13
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30								

October							TD	SD
				1	2		20.5	20
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								

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

November							TD	SD
	1	2	3	4	5	6	19.5	19
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						

June							TD	SD
				1	2	3	7.5	7
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			

189 183

December							TD	SD
	1	2	3	4			12.5	12
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							TD	SD
						1	21	20
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							TD	SD
	1	2	3	4	5		19.5	19
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29						

	TD	SD
August 19, 1999		
August 23, 1999		
September 6, 1999	21	21
October 1, 1999		
November 1999		
November 5, 1999		
Nov. 25, 26, 1999	19.5	19
December 10, 1999		
Dec. 18-Jan. 2, 2000		
January 14, 2000	21	20
February 2000		
February 18, 2000		
February 21, 2000	19.5	19
March 2000	23	23
April 1-9, 2000		
April 21, 2000		
April 24, 2000	13.5	13
May 29, 2000	22	22
June 9, 2000		
June 12, 2000	7.5	7
Teachers Report		
Students Report		
Labor Day		
1/2 School Improvement/ p.m. Curriculum Mtgs.	20.5	20
Parent-Teacher Conf.**		
1/2 School Improvement/ p.m. Curriculum Mtgs.		
Thanksgiving break	19.5	19
1/2 School Improvement/ p.m. Curriculum Mtgs.	12.5	12
Winter Break		
Records Day	21	20
Parent-Teacher Conf.**		
1/2 School Improvement/ p.m. Curriculum Mtgs.		
Mid Winter Break	19.5	19
Spring Break		
1/2 School Improvement/ p.m. Curriculum Mtgs.		
Mid Spring Break*	13.5	13
Memorial Day	22	22
Students Last Day (Full)		
Teachers Last Day (1/2)	7.5	7
TOTAL	189	183

*Inclement weather make-up day if needed. Other make up days will be added to the end of scheduled students days. School ending dates to be announced by April 1 when possible.

- Teacher Day Only
- Non-school Day
- Student & Teacher Day

**Parent-Teacher Conferences will be scheduled according to marking periods in the elementary, middle, and high school.

PATTERSON, KINNEY & RUGA, L.L.P.

ATTORNEYS & COUNSELORS AT LAW

5075 CASCADE ROAD S.E.

GRAND RAPIDS, MICHIGAN 49546

TELEPHONE 616-285-9886 FACSIMILE 616-285-5572

Peter A. Patterson
Sheila Kinney
Barbara A. Ruga

Direct Dial No.
(616) 285-0239

August 15, 1997

Via Facsimile

Mr. John Erickson
Michigan Education Association
302 S. State Street
P.O. Box 405
Gobles, Michigan 49055

Re: Wayland Union Schools

Dear Mr. Erickson:

Despite our mutual best efforts, in reviewing the printed Contract, we observed the following errors that should be corrected:

1. In Article 11 C.1., the word "evaluation" should be "observation"; and
2. In the Table of Contents, the page reference for the Letter of Understanding should be 47 and not 48, and the school calendar begins on page 48 and not page 49.

If you agree with these corrections, please sign below in the space provided for your signature. We will then attach this letter to the Contracts as they are distributed. Thank you.

Very truly yours,

PATTERSON, KINNEY & RUGA, L.L.P.

By

Barbara A. Ruga
Barbara A. Ruga

BAR/ebg



John Erickson

cc: Mr. Tom Tarnutzer

