

**WYOMING PUBLIC SCHOOLS  
BOARD OF EDUCATION  
AND  
THE KENT COUNTY  
EDUCATION ASSOCIATION MEA/NEA**

**AGREEMENT**

This Agreement is entered into this 15<sup>th</sup> day of August, 2016 by and between the Board of Education of the Wyoming Public Schools, hereinafter called the “Board”, and the Kent County Education Association, affiliated MEA/NEA, hereinafter called the “Association”, which shall designate the Kent County Education Association, affiliated MEA/NEA, solely in its representative capacity for the employees of the Wyoming Public Schools in the bargaining unit recognized in Article I.

**PREAMBLE:**

WHEREAS the Board and Association recognize and declare that providing a quality education for the students of the Wyoming Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorize as follows:

## **ARTICLE I Recognition**

### **A. Employer Recognizes Association**

#### **1. Included and Excluded**

The Board hereby recognizes the Association as the exclusive and sole bargaining agent for the appropriate bargaining unit, described and defined as:

All professional personnel certified by the Michigan State Department of Education on tenure or probation, including teachers, guidance counselors, media specialists, social workers, speech and hearing therapists, teachers of the home/bound or hospitalized, school nurses, occupational therapists, but excluding administrative and supervisory employees whose function is to evaluate the performance of professional personnel.

#### **2. Term "Teacher"**

The term "teacher", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, who are subject to the Teacher Tenure Act.

#### **3. Term "Ancillary Staff Member"**

An employee covered under this agreement who is not subject to the Teacher Tenure Act

#### **4. Term "Unit Employee"**

Any employee covered under this agreement whether or not subject to the Teacher Tenure Act.

### **B. New Position**

The board agrees to post all new positions via e-mail sent to all unit members.

### **C. Exclusive and Sole Bargaining Agent**

The Board agrees not to negotiate with any unit employees' organization other than the Association, with regard to the unit employees covered by this contract, for the duration of this Agreement.

### **D. Annexation**

In the event that this District shall annex one or more districts, the Board will continue recognition of the Association and the employment of its members consistent with the terms of this Agreement to the extent not prohibited by law.

In the event the Board annexes another District, the parties recognize that the Master Agreement shall continue in full force and effect, to the extent not prohibited by law, unless otherwise mutually agreed to by the parties.

## **ARTICLE II Board Rights**

### **A. Retain Powers**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

To the executive management and administrative control of the school system and its employees, properties and facilities.

To hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

### **B. Limit Employer of Rights**

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the constitution and laws of the United States.

## **ARTICLE III Association Rights**

### **A. Non-Discrimination**

Pursuant to Michigan Statutes, the Board hereby agrees that every unit employee shall have the right to organize, join and support the Association as long as the unit employee's activities do not infringe upon the unit employee's assignment. The Board agrees that it will not discourage, deprive or coerce any unit employee in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States that it will not discriminate against any unit employee with respect to hours, wages or any terms and conditions of employment by reason of the unit employee's membership or non-membership in the Association; participation or non-participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

### **B. Notification of Contract Changes**

The Board shall notify the President of the Association of a pending change or adjustment in an individual unit employee's contract, if said change or adjustment results from the establishment of a new position, or the reassignment of a unit employee, or an extension of the same services previously contracted, or other changes which would represent a departure from the usual procedures which would produce contract change. During the summer recess, the President of the Association shall advise the Superintendent or his/her designee as to which officer of the Association reports are to be made if the President is not immediately available to furnish a prompt reply.

**C. Board Providing Information**

The Board agrees to furnish the Association with the agenda and the Minutes of all Board Meetings. Upon written request, the Board agrees to furnish all information which concerns the financial resources of the district, tentative budgetary requirements and allocation and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the unit employees and their students. (The Board agrees to furnish information, which may be necessary for the Association to process any grievance or complaint). Personnel policies and changes to policies shall be made available on the district's website as soon as practicable.

The Board shall notify the WEA President and Membership Chair of all new hires and changes in unit employee status.

**D. Millage or Bond Issues**

The Board agrees to advise the Association before any announcement is made concerning any millage or bond issue to be presented to the voters of the school district.

**E. Construction**

The Board agrees to report to the Association information on all proposed construction including location, size, tentative floor plan, etc. Such information shall be reported before the finalization of plans.

**F. Student Fund Raising**

All sales within the district by student groups that involve a house-to-house canvass must first have the approval of the Superintendent or his/her designee. Only those unit employees within a building that have given their prior written approval shall be involved in a sale.

**G. Association Use of Buildings**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times that a building is available and there is a custodian on duty.

**H. Association Use of School Equipment**

The Association has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools for school related business, including computers, typewriters, duplicating equipment, calculating machines, and all type of audio equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and the material is not detrimental to the Employer and Association. The Association shall be responsible for any and all damages to the school facilities and equipment due to the misuse by the Association. Work performed in no way directly or indirectly may assist a profit-making enterprise.

**I. Advisement of Issues by Board**

The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District.

**J. Designated Bulletin Board**

The Association and its members shall have the right to use the school building facilities for official Association Business at all reasonable hours outside the school day upon prior written request submitted to and approved by the Superintendent or his/her designee. A designated bulletin board in an established unit employee rest area (or lounge) shall be made available to the Association and its members. Other established media for communication in the school district will be made available to the Association, including the email system for communication to members relating to official Association business. The Board and Administration agree to allow for the email system to be used without risk to confidentiality between the Association and its members, to the degree permitted by law.

**K. Financial Information**

The Board agrees to make available to the Association, through the Superintendent or his/ her designee in response to written requests, all available financial information in the form maintained by the Board and available to the constituents of the school district.

**L. Communication between Board and Association**

Any communications from the Association to the Board shall be forwarded by its duly authorized officers, or its designated representative, to the Superintendent or his/her designee. Conversely, any communications from the Board will be transmitted by the Superintendent or designated representative to the President of the Association.

**M. Released Time**

A unit employee engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary for any negotiations or arbitration requested by the Board which will involve the unit employee during the school day, and the unit employee will be released from regular duties without loss of pay.

Association officers or representatives of the Association shall, providing a qualified substitute unit employee is available, be released from regular duties without loss of salary for official union business purposes. The Association is entitled to use twenty (20) days per year. Unit employees released under this provision shall not be charged with leave days against their individual accumulations. No unit employee shall be absent from the classroom more than four (4) work days per year for the purpose of conducting WEA business.

Upon written request from the Association, the Association President shall be granted released time of up to .50 fte with full salary and benefits, provided the Association shall reimburse the board at 60% of the Base (BA) rate prorated to the actual amount of released time\*. Upon completion of the released time, the unit employee shall be returned to the position previously held if it still exists, and if it is otherwise consistent with the assignment and/or reduction in personnel provisions of this agreement.

*\*This proration assumes a release time of .50 fte. Therefore, if the president is released for .50 fte, the payment to the district equals BAO \* .60. If the president's teaching schedule allows for only a .40 fte release, the payment to the district would be equal to ((.40/.50)\*BAO\*.60).*

**ARTICLE IV**  
**Unit Employee Rights and Protection**

**A. Rights Under Michigan Law**

Nothing contained herein shall be construed to deny or restrict to any employee rights guaranteed under the Michigan General School Laws and PERA. The rights granted to the unit employee hereunder shall be deemed to be in addition to those provided by law.

**B. Wearing Identification of Membership**

No unit employee shall be prevented from or required to wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

**C. Rights of Citizenship**

Notwithstanding their employment, unit employees shall be entitled to full rights of citizenship, and no religious or political activities of any unit employee or the lack thereof shall be grounds for any discrimination with the respect to the professional employment of such unit employee. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

**D. Board Support for Students with Special Needs**

The Board recognizes its responsibility to give all reasonable support and assistance to the unit employee with respect to the maintenance of control and discipline in the classroom. When it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide appropriate services as determined by IDEA 97, State mandates and Section 504. The unit employee remains responsible for implementing the students' IEP or 504 plan where applicable.

**E. Unit Employee Assault by Student**

Any case of assault upon a unit employee, while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent, or designated representative. The Board shall provide legal counsel to advise the unit employee of legal rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

**F. Legal Assistance to Unit Employee for Injury to Person or Damage to Property**

In the event civil action is sought as a remedy as the result of an assault upon the unit employee, while in the performance of assigned duties, or as an outgrowth of teaching duties, the Board of Education shall render all reasonable legal assistance to the unit employee in seeking a judgment for injury to person or damage to property.

**G. Assistance to Unit Employee in Complaints or Suits**

If any unit employee is complained against or sued by reason of appropriate disciplinary action taken by the unit employee against the student, in performance of the assigned duties, the Board shall provide legal

counsel. The Board shall render necessary assistance to the unit employee in the unit employee's defense, provided the unit employee is not in violation of Article VII, Section N.

**H. Reasonable Legal Assistance**

Reasonable legal assistance shall be interpreted as providing legal consultation to protect the unit employee's rights. Said consultation shall not mean the actual filing, processing, or a Board-provided lawyer's presence at a suit or trial. It shall mean the right to discuss with said Board provided lawyer all facets of the situation and be provided with legal recommendation.

**I. Payment for Time Lost**

The Board reserves the right to pay the unit employee for time lost on a case-by-case basis in connection with any incident in this Article.

**J. Complaints**

Any written complaint directed toward a unit employee shall be promptly called to the unit employee's attention through appropriate channels.

**K. Reasonable Care**

Unit employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held responsible by the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

**L. Unit Employee Files**

Unit employees should review and sign all materials adverse to the unit employee that are to be included in their personnel file. Such signing does not necessarily indicate agreement. The unit employee may submit a written statement in regard to such materials for inclusion in the personnel file. The teacher may request removal of any written reprimand, or record of oral reprimand, which is more than three (3) years old. The removal of such records is conditional upon the approval of the Superintendent or designee, upon there having been no further problems in a similar area, and provided the record is not a record of unprofessional conduct as defined in MCL380.1230b.

**M. Freedom of Information Act Request (FOIA)**

If a FOIA request is made for any information on any unit employee in the district, the Board of Education or administrator representing the Board shall:

1. Notify immediately the affected employee(s) orally and then in writing who are subject to a FOIA request.
2. Release to the employee(s) names of all those requesting the FOIA documents.
3. Allow the employee(s) and the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.

**N. Tobacco/Drug Free Environment**

1. The Board of Education shall maintain a tobacco/drug free environment in accordance with State law and Board Policies.
2. Resources may be available through the Wellness Program.

**ARTICLE V  
Qualifications, Vacancies, Transfers and Reduction of Staff**

**A. Definition of Highly Qualified and Fully Certified**

Fully qualified and certified shall mean that Unit employees demonstrate certification requirements in compliance with the Michigan Department of Education, as well as highly qualified requirements set forth by the State and/or Federal Government.

**B. Ability to Work**

Unit employees shall possess and maintain sufficient good health (physical and mental) to satisfactorily perform the essential functions of their assigned position. In cases where the Administrator believes a unit employee's physical or mental condition has caused inadequate performance in the classroom, the unit employee may be requested by the Superintendent, or designated representative, to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to acknowledge the request may be adequate cause for discipline.

**C. Notification and Posting of Vacancies and New Positions**

In years where staff reduction is not required, the Superintendent's designee will notify all unit employees of pending staff vacancies. This will be implemented by posting notice of vacancies on the Wyoming Public Schools website, as well as transmission via District email to each employee. This information will be forthcoming for each building, and interested persons have seven (7) working days to apply. The job posting shall indicate that the assignment posted is specific in its description, i.e. multi-age classroom.

**D. Written Application**

Any unit employee may submit in writing a request to fill any posted vacancies or positions. Said request shall be placed on file with the Human Resources Office.

**E. Change in Work Location**

In the event that a unit employee is required to move to another position requiring a change in work location after the year has begun, the district will provide one (1) work day to allow the transferred teacher to pack and move. District custodial/maintenance personnel will move the unit employee's materials. The unit employee shall be given access to the new work location as soon as it is available.



## **F. Seniority**

1. **Seniority Defined.** Seniority is defined as length of continuous service in the Wyoming Public Schools in a bargaining unit position from the last date of hire by the Board. (The date used for last date of hire shall be the first compensated day in the position or the date on which employment was acted upon by the Board, whichever comes first.)
2. **Leaves of Absence.** Leaves of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service. However, seniority shall be frozen and shall not accrue during any unpaid leaves of absence greater than one (1) school year granted for reasons other than health or military leave.
3. **Outside Credit.** Credit given for outside experience in school districts shall not be considered for the purpose of accumulating seniority.
4. **Administrative Experience.** Teachers who return to the bargaining unit after having served in an administrative capacity shall retain all previously accumulated seniority as a member in the bargaining unit. With the exception of existing administrators as of August 30, 1993, this right shall be limited to two (2) years from the date any teacher becomes an administrator.
5. **Half-time Service.** Half-time members who also have had half-time administrative duties shall be granted a half-year's seniority credit for every year employed under said circumstances.
6. **Seniority List/Accrual.**
  - a. **K-12 Accrual.** All unit employees in the K-12 program shall accumulate seniority on a full-time basis regardless of hours worked.
7. **Ties in Seniority.** Ties shall be broken by ranking the tied unit employees in order of the highest four digits determined by the last four digits of their social security numbers. The seniority list should be printed with ties ranked by social security four digit numbers (9999 beats 0000).

## **G. Furnishing a Seniority List**

1. **List Requirements**

The Board shall make available to the Association a personnel list enumerating the seniority, certification, majors and minors, and all reported hours of all unit employees. Such list shall be made available to all staff via the WPS/IN intranet.
2. **List Corrections**

Errors in the list should be brought to the attention of the Director of Human Resources.

## **H. Reporting Changes in Qualifications or Certification**

Unit employees, will provide all credit hours, majors and minors, and certification changes to the Human Resources Office.

## **I. Teaching Certificate Renewal**

1. Unit employees are responsible to maintain proper certification. Failure to maintain a current teaching certificate may result in termination of employment.

**ARTICLE VI**  
**Teaching Assignments and Hours**

**A. Term “Normal Teaching Day”**

**1. K-12 Hours**

The normal teaching day will consist of a 7 hour and 30 minute day, of which a maximum of 6 hours and 15 will be spent in scheduled class periods.

**2. Secondary Schedule**

A normal secondary teaching load where the class periods are 55 to 60 minutes duration will consist of an assignment of any combination of classes for six periods . The normal or basic assignment assumes the secondary teacher will have daily one (1) period of 55 to 60 minutes or its equivalent for planning (five periods of teaching, one of planning time). Will attempt to assign no secondary teacher more than three preps.

**3. Elementary Planning Time**

Each elementary MAPET teacher shall receive a total of forty-five (45) minutes per day, 15 minutes immediately before and 30 minutes immediately after the student instructional day, five (5) days per week, of planning time per the negotiated calendar. Other elementary teachers shall receive weekly planning time as detailed below. As needed, a floating sub shall be provided during annual IEP reviews. Any additional parent meeting, requested by a parent, shall be scheduled by the teacher at the teacher’s convenience.

**Elementary planning time (Grades K-6) will be provided as follows:**

- Music – 1 (one) 50-minute block per week
- Physical Education – 1 (one) 50-minute block per week
- Art – 1 (one) 50-minute block per week.
- Media – 1 (one) 50-minute block per week in the media center (media to be taught by certified teachers starting in 2013-14)
- Technology – 1 (one) 50-minute block per week (to be taught by certified teachers starting in 2013-14)

**4.** Secondary teachers are required to report 15 minutes prior to the start of the school day and remain until 30 minutes after the school day has ended. Elementary teachers are required to report 15 minutes prior to the start of the school day and remain until 30 minutes after the school day has ended.

**5.** If school is not in session due to scheduling, snow days, etc., the planning time will not be made up.

**6. Travel/Passing Time**

It is agreed that there is no less than a four (4) minute travel/passing period between classes of Art, Music and Physical Education, Media and Technology. Said travel/passing time will not be considered part of the teacher's planning time.

**7. Staff Meetings**

Up to two (2) building staff meetings per month may be held in each building during either the before or after school teacher report time, dependent on district-established building report times. The principal in each building, in conjunction with the school improvement team, will develop the schedule for such meetings and the content of one monthly staff meeting. Staff meetings will be on Tuesdays and of a duration of no longer than forty-five (45) minutes per meeting. Meetings must end more than 15 minutes prior to the start of the instructional day or begin no earlier than 15 minutes after the end of the instructional day.

**8. State/Federal Mandated Assessments**

Teachers supporting the administration of (i.e. administering or supervising non-testing students) State or Federal mandated assessments in lieu of teaching may not be afforded planning time. Loss of planning time as a result of supporting the administration of [as defined above] State/Federal mandated assessments will not be compensated.

**B. Departures from Normal Teaching Day**

The following situations are to be considered departures from the normal teaching load and therefore subject to additional remuneration:

**1. Extra Class**

Teachers electing to fill an offered six (6) period teaching assignment with the loss of the planning period, shall receive an additional one-sixth (1/6<sup>th</sup>) of the teacher's base pay.

**2. Special Area Teaching Time**

a. When teachers of the special areas of Music, Art, Foreign Language, and Physical Education take over an elementary classroom, it is understood that the regular classroom teacher will be free to use this time for planning, data analysis, conferences with parents or other school personnel; however, the classroom teacher's attendance during instruction by teachers of these areas will be at the professional discretion of the classroom teacher. The classroom teacher, shall, if requested by the special teacher, assist the teacher of special areas on the day of the performance or activity. Whenever the teachers of these areas are absent and the classroom teacher must forfeit this planning and conference time, the teacher shall be compensated at the hourly rate specified in Schedule D. Teachers of the content areas listed above shall receive shared, pro rata, excess membership compensation with the elementary classroom teacher when applicable, with the pro rata amount determined at the beginning of the school year. Fractional parts of an hour shall be prorated. It is the responsibility of each such teacher to notify the person responsible for calling substitute teachers, and to notify the buildings affected of the teacher's absence.

b. Split responsibility between classroom and each specials teacher (providing delivery from their program or room one way).

**C. Covering a Class for an Absent Teacher**

In the event a substitute teacher is not available, at the option of the teacher and with prior supervisor's permission, covering a class for another instructor will receive in addition to regular compensation, the Schedule D hourly rate. If the teacher is asked and agrees to cover a class for another instructor while simultaneously teaching, the teacher will receive two (2) times his/her own hourly rate.

**D. Assignments beyond the Normal Teaching Schedule**

Any assignment in addition to the normal teaching schedule during the regular school year, Federal Programs, extra duties enumerated in Schedule B and Summer School courses, shall not be obligatory, but shall be made with the consent of the teacher. Preference in making such non-teaching assignments will be given to unit employees regularly employed in the district.

**E. School Day**

The school day shall not start before 7:00 a.m., (with the exception of zero and seventh hour) or extend beyond 4:00 p.m., without professional compensation as specified in Schedule D.

**F. Duty Free Lunch**

All teachers shall be entitled to a thirty (30) minute duty free lunch period during the normal teaching day.

**G. Teacher Conferences**

**1. Schedule**

The scheduling of parent-teacher conferences, both fall and spring, have been mutually agreed upon by the Administration and the Association, and are incorporated in the school calendar with evening conferences each a duration of no greater than 3 hours. All unit employees must participate in parent-teacher conferences with exception to Elementary MAPETS who will schedule conferences upon parental request. Staff members who miss conferences for any reason must reschedule conferences, providing building administration with the rescheduled conference date/time.

6 hours of evening conferences in the Fall and 6 hours of evening conferences in the spring will be scheduled and paid at the Schedule C rate. To receive compensation under this section, a teacher must submit a district-provided time sheet to their building principal for verification of conference attendance. The principal must sign off on the hours and the teacher must e-mail the signed form to the business office for payment.

**2. Elementary Spring Conferences**

Spring conferences shall be 15 minutes in length. It is understood that spring conferences need not be held for 100% of elementary students. The teacher has flexibility in scheduling conferences beyond 21. Teachers will accrue 15 minutes of compensation at Schedule D rate for each parent/teacher conferences scheduled over class size.

**H. Attendance at School Meetings and Functions**

The attendance of unit employees at P.T.A. or P.T.O. meetings and functions shall be optional. Achievement nights and open house programs shall be limited to four (4) such programs per year. These programs are to be considered a part of the unit employee's responsibility and are not to be subject to additional compensation. The attendance of unit employees at community programs and/or activities is desirable.

**I. Deviations**

In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of any deviation, the matter may be processed through Negotiation Procedure as set forth in Article XV.

**ARTICLE VII  
Working Conditions**

**A. Break Room and Lavatory Facilities**

The Board shall make available in each school, restroom and lavatory facilities exclusively for staff use and one (1) room appropriately furnished which shall be preserved for staff use as a lunchroom and lounge.

**B. Telephone and Computer**

Telephone facilities shall be made available to unit employees for their reasonable use. This shall not be construed to include toll calls. All unit employees shall have access to a computer and printer during their planning period in an area not occupied by students or non-staff individuals.

**C. Adequate Parking Facilities**

Adequate parking facilities with appropriate lighting shall be made available to unit employees for their own use.

**D. Equipment and Maintenance of School by Board**

The Board agrees to keep the schools reasonably and properly equipped and maintained.

**E. Lunch/Breakfast Supervision**

The Board shall provide supervisors for elementary students in their activities during the lunch and breakfast period. These supervisors shall be responsible for the students eating lunch and breakfast and during the activity period where the student activities are confined to the school building or are on the playgrounds.

**F. Office Equipment**

The Board agrees to make available in each school office, equipment to aid teachers in the preparation of instructional material.

**G. Self-Defense**

In cases of self-defense, unit employees have a right to defend themselves. For further clarification see Board Policy #4630.

**H. Access/Privileges to Buildings**

All unit employees shall be issued card/key access for gaining admittance into the assigned building at times other than the normal school day for work purposes. A unit employee abusing their access and using school facilities in an inappropriate manner shall immediately forfeit access privileges.

**I. Leaving Building During Normal School Day**

**1. Permission**

The Board hereby recognizes the desirability and right of an Administrator to grant permission to an individual unit employee to leave the assigned building during the unit employee's normal school day subject to the following guidelines:

**2. Guidelines**

- a. Permission may be given only during time in which the unit employee is not responsible for students.
- b. Permission may be given so that unit employees may keep doctor or dental appointments after the unit employee's last class.
- c. Permission may be given so that unit employees may attend class or professional meetings.
- d. Permission may be given in case of personal emergency.

**ARTICLE VIII**

**Class Size**

**A. Standards**

Recognizing that the size of the class to be taught by the teacher is an important component in establishing a classroom environment that is conducive for teaching and learning, at no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students, the parties agree to abide by the standards hereinafter set forth:

**1. Elementary**

**a. Elementary Standards**

<b>Grade Level</b>	<b>Class Size</b>
DK/D1	17/20 students
Grades K-1	23 students
Grades 2-3	24 students
Grade 4	25 students
Grades 5-6	26 students
Elementary Specials	30 students

**b. Multi-age (any combination of not less than 3 grades)**

K-3	22 students
1-3	23 students
3-5	24 students

**c. Excess Membership Compensation/Relief/Split Grade K-4**

- 1) Excess membership will begin at 3 over the standard number. The teacher of the class shall be compensated for each additional student assigned starting at 3 students over the class size standard at the rate of 12.5 percent of the hourly rate per student on the teacher's class list as of the official student count day per semester times the number of student days per semester up to two (2) additional students. Thereafter, should additional excess student membership be assigned, the teacher of the class shall be compensated at the rate of 18.75 percent of hourly rate per student assigned on the official student day for each additional student beyond the initial two (2).
- 2) Instead of paying the teacher additional compensation for excess student membership, at the discretion of the Board and with the input from the WEA, the teacher may be assigned teacher paraeducator assistance (excluding health care paraeducators) of at least ¼ time for each two (2) excess students otherwise requiring additional compensation. When a teacher is assigned excess student membership, which requires additional compensation, the teacher upon request shall be consulted to discuss the classroom conditions and possible alternatives to relieve the excess condition. The final decision on assignment of students is retained by the Board.
- 3) Split-grade classes may be organized by scheduling students from two consecutive grades in grades 1-5. First/second split-grade classes are not to exceed twenty (20) students. Second/third split-grade classes are not to exceed twenty-one (21) students. Third/fourth and fourth/fifth split-grade classes are not to exceed twenty-two (22) students.
- 4) Appendix C charts shall be used for calculation of overload. Percentage totals shall be rounded up for odd numbered amounts, down for even numbered amounts.

**d. Excess Membership/Compensation/Relief/Split Grade – 5-6**

- 1) Excess membership will begin at 3 over the standard number. Excess membership for grades 5 and 6 will be based on students in each rotation, not based on the number in home room. The excess rate for each rotation shall be 1/5 of the rate for the whole-day K-4 rates.

**2. Secondary**

**a. Secondary Standards**

<u>Subject</u>	<u>Class Size</u>
Language Arts	25
Composition Classes	25
Social Studies	26
Mathematics	26
Science	26
Foreign Language	26
Business	26
Life Skills	26
Art	26
Physical Education	33
Health	26
General Education	26
Video Production	26
Vocal Music	Unlimited
Instrumental Music	Unlimited

Online learning environments (e.g. e2020)

Unlimited students in providing each student has a computer workstation

b. Online learning shall be defined as any class available through a program to enroll students in which instruction of any kind is exchanged or provided electronically via the internet, intranet, email, interactive television, virtual high school, virtual university or through other electronic media.

c. **Excess Membership Compensation**

Excess membership will begin at 4 over standard number. The teacher shall be compensated for each additional student assigned beyond 3 students over the class size standard at the rate of 2.5 percent of the hourly rate per additional student per class period as of the official student count day per semester up to three (3) additional students. Thereafter, should additional excess membership be assigned, the teacher shall be compensated at the rate of 3.75 percent of the hourly rate per student assigned per class period for each additional student beyond the initial three (3).

3. **Special Education Standards/Students Services**

a. **Elementary**

<u>Classification</u>	<u>Standard</u>	<u>Caseload Number</u>
ECSE (PPI)	12	24
E.I.	10	15
MiCI	15	15
<b>MoCi</b>	15	15
Resource Room	15	20

b. **Middle School and High School**

<u>Classification</u>	<u>Standard</u>	<u>Caseload Number</u>
E.I.	10	15
MiCI.	15	18
Resource Room	12	25

c. **Student Services**

Speech Pathologist	60
Teacher Consultants	25

4. **Special Education Excess Membership Compensation**

a. Overloads do not apply if the paraeducator is present in the special education classroom during that period/hour except for ECSE and elementary MiCI and MoCI.

b. Count dates for the purpose of overload shall be the same as general education.

c. The hourly rate for overload pay shall be in accordance with paragraph d. below.

c. Overloads for special education students will be at the rate of 3.75 percent of the hourly rate for each student assigned per class period. When students are assigned all day, the rate shall be 18.75 percent of the hourly rate (5 x 3.75). Overload that exceeds the caseload number shall be paid at the rate of \$50 per student per semester.



**5. Co-teaching - Elementary and Secondary**

The established class size standards in Article VIII will not be exceeded for general education students. The number of special education students shall not exceed the State rules and regulations. Every effort will be made to keep the class size below the stated numbers.

- a. Should an excess membership situation occur (sum of established general education standard and special education standards, State mandated), the excess membership compensation shall be determined by Article VIII and paid to the general education teacher.
- b. Both the general education teacher and the special education teacher will be responsible for classroom management, i.e. lesson plans, discipline, class instruction, etc.

**B. Unit employee Input**

A building administrator shall annually consult with building faculty members and the School Improvement Teams in order to reach consensus about student grouping plans and individual student placements. If consensus cannot be reached, the building administrator and/or Superintendent or Superintendent's designee has the final right of assignment.

**C. Reimbursement**

Reimbursement for excess membership under the terms of this article shall be made not later than the second pay period after the end of each semester. The excess membership count shall be confirmed on the official student count day each semester.

**ARTICLE IX  
Contracts and Compensation**

**A. Contracts**

**1. Continuing Contract**

All tenure teachers will be considered to be on a continuing contract in this school system, to the extent not prohibited by law.

**2. Individual Contracts**

**a. Probationary Unit Employees**

Individual contracts will be issued only to probationary unit employees and for extra duties, irrespective of the probationary or tenure status of the unit employee.

**b. Extra Duties**

- 1) Individual contracts that stipulate duties assigned and the stipend for those duties shall be offered as soon as practicable. The Board will make available a list of extra duty assignments upon request.
- 2) Individual contracts issued for extra duties shall provide the failure to indicate acceptance of the contract by signing and returning within ten (10) days of the issuance of said contract shall be interpreted as a rejection of the extra duty assignment.
- 3) The use of riders as contract amendments for probationary or extra duties is forbidden. Any revision required in any contract, shall result in the issuance of a new contract, which shall indicate that the latest contract supersedes an earlier

instrument. The latest contract shall also recite the date of the preceding agreement.

**3. Teaching Year**

**a. Length**

The teaching year shall consist of 183 days (two of which are supplemental PD days) at the end of August that the district will require at its discretion. The Association shall be granted two (2) hours out of the one (1) in-service day with first-year probationary unit employees prior to the beginning of the school year, to conduct an Association in-service with said unit employees. A minimum of 1,098 hours 180 days shall be scheduled for instruction, as required by the State Department of Education.

**b. Days and Hours**

Should the minimum required number of hours and/or days be changed by the State of Michigan, the Board and the Association shall meet to mutually agree on a solution.

**c. Snow Days**

Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, the scheduled student instruction days, including the timelines for marking periods, shall be advanced one weekday date on the calendar around designated holidays, break periods and parent teacher conferences to provide for make up of the canceled day. All make up days shall be without additional compensation. The Employer and the Association shall meet to discuss alternative ways to schedule makeup of the canceled instruction days, and may agree to vary from the method stated herein above by mutual agreement.

- 1)** If the cancellation of school is within the legislated number of hours allowed for "Act of God" hours whereby the school district is not subject to a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc), the employee's request for leave shall be voided and the employee shall suffer no loss of time or hours to his/her respective leave bank nor any loss of pay.
- 2)** If the cancellation of school is outside of the legislated number of hours allowed for "Act of God" hours whereby the school district would either have to make up said hour(s) or otherwise suffer a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc.), the request for leave shall be voided and without loss of time to the employee's respective leave bank. Any such hours that fall outside of the "allowed" Act of God hours shall be rescheduled for a later date mutually agreed upon by the parties.
- 3)** If an employee attends a work-related conference or meeting on a date when school has been cancelled due to unforeseen circumstances attendance shall be optional to the employee. The employee shall not be additionally compensated for these hours.

**d. Copies of Calendar**

Copies of the school calendar, mutually acceptable to the Board and the Association, will accompany the contract posted on the district's website.

**B. Compensation**

**1. 26 Pays**

All unit employees shall receive their pay in 26 equal installments. New employees contracted after the beginning of the school year will be paid on a prorated pay schedule based on start date.

**2. Computerized Payroll**

The use of the computerized payroll system occasionally presents a problem. The problem arises from the process of dividing the contractual salary by the number of pay periods, which results in a quotient, which is the amount of the biweekly salary. On the final payroll, the biweekly salary amount may be different from the preceding amounts since the salary is not always evenly divisible. In such instances, it is understood that the Board of Education will have no liability for annual contractual salary balances in amounts of twenty-five cents (25¢), or less.

**3. Extra Duty Pay**

Unit employees having extra duties that are seasonal in character shall receive their remuneration for that activity at the conclusion of the season or activity concerned. Unit employees having extra duties that are continuous throughout the school year shall have the option of receiving the remuneration for the activity or activities in a lump sum at the end of the school year, or may receive the amount of their entitlement in biweekly installments corresponding to their choice of pay option. Any staff member wishing to have an extra duty spread across 26 pays must submit a written request prior to the second day of school.

**4. Payroll Changes**

The last date for changes in payroll will be two (2) weeks prior to the payroll in which the net changes will be reflected.

**5. Copies of Contracts**

Copies of the contracts will be made available to all unit employees electronically.

**6. Salaries**

The salaries of unit employees in the K-12 program covered by this Agreement are set forth in Schedule A, which is attached to, and incorporated into this agreement. The salary schedule for extra duties is set forth in Schedule B. Unit employees who work less than full-time shall have their salaries prorated.

**7. Retirement**

The Board shall pay on behalf of each unit employee, the contribution to the Michigan Public Schools Employees' Retirement System based on each unit employee's specific retirement elections

**8. Compensation for Time Beyond the Normal School Day**

**a. Time beyond 7 hour 30 minute day**

Unit employees shall be compensated for any time spent beyond the seven hour and thirty minute day for any school activity assigned to the unit employee by the principal on any school day unless such activities are provided for in the Extra Duty Pay Schedule of this Contract. Compensation shall be paid at the Schedule D rate.

**b. Paid Activities**

These rates shall apply for substituting, curriculum writing, summer school, extended Kindergarten conferences as approved, after school tutoring and homebound K-12.

**c. Additional Professional Development Compensation**

- 1) Unit employees shall be paid for time in attendance at any jointly approved additional professional development beyond the 30 District provided PD hours, at two thirds (2/3) of the Schedule D rate. Keep this section in with revised wording.

**9. Duty Limits**

Unit employees shall not be required to perform school duties on Saturday, Sunday or holidays, unless such duties are covered by Extra Duty Contracts.

**10. Pre and Post Student Attendance Days**

Returning teachers shall not be required to report more than three (3) scheduled working days prior to the beginning classes in the fall, or to remain more than one (1) day after classes end in June.

**11. Credit for Outside Experience/Degrees**

Unit employees joining the Wyoming Public Schools may be placed on the salary schedule in their proper classification up to five steps for, teaching experience outside the system.

**12. Automobile Use/Travel (This language is suspended for the duration of this agreement.)**

**a. IRS Rate**

All unit employees required to use personal automobiles for school business shall be reimbursed at the mileage maximum nontaxable rate allowed by the IRS regulations.

**b. Travel Between Buildings**

A teacher whose regular assignment involves travel between two (2) or more buildings shall be paid a base amount of \$100.00 or mileage, whichever is greater. Any amount due and payable under this program is to be paid in two (2) installments.

**13. Payroll Deductions**

The Board agrees to make payroll deductions as executed in written agreement with the employee.

**14. Part-Time Teachers**

Part-time teacher contracts shall be equated as follows:

1 (one) class	.20
2 (two) classes	.40
3 (three) classes	.60
4 (four) classes	.80
5 or more classes	100% contract

Part-time teachers will be responsible for a pro-rated planning period.

A part-time teacher desiring a vacant full-time position will receive consideration including an interview prior to hiring outside. Part-time teachers recognize there is no contractual guarantee for full-time employment.

- 15.** The Board shall provide athletic tickets to all Wyoming Public School unit employees and a guest. The unit employee understands that there is a responsibility to ensure the safety and security of all participants, and may be asked to assist in crowd control. The Board may also withhold tickets for specific misuse or inappropriate behavior. The Board will consult with the Association regarding the denial of tickets.

## Article X Benefits

### A. Insurance

#### 1. Choice of Benefits

Each full-time unit employee may elect insurance coverage according to one of the options, as defined herein below with an annual Employer contribution capped as follows:

**2016-17** \$16,359 for family coverage, \$12,359 for individual plus one coverage, and \$5,989 for single coverage

**2017-18** \$16,776.23 for family coverage, \$12,945.04 for individual plus one coverage, and \$6,142.11 for single coverage

**2018-19** State Mandated Hard Cap (with CPI increases)

Hard Caps as identified above include health insurance coverage only (premiums, taxes, fees and deductibles all apply to the cap). The District will pay 20% of the costs of Dental, Vision, Life, AD&D and LTD for those electing health insurance.

a.

**Flex Blue HSA:** BCBS HDHP (\$1,300/\$2,600)  
\$10/\$40 prescription drug and \$0 office co-pay  
ADN Dental 100/100/90/50 (Cap of \$2,500 per year)  
Orthodontic Services with adult rider (\$2,500 lifetime maximum)  
Vision EyeMed  
\$45,000 Life Insurance  
LTD insurance at 66-2/3%, \$4,500 monthly maximum with  
90 day waiting period (modified fill) with premium waiver rider

Or

**Versatile Plan:** BCBS PPO (\$250/\$500) – 10% co-insurance  
\$10/\$40 prescription drug and \$20 office co-pay  
ADN Dental 100/100/90/50 (Cap of \$2,500 per year)  
Orthodontic Services with adult rider (\$2,500 lifetime maximum)  
Vision EyeMed  
\$45,000 Life Insurance  
LTD insurance at 66-2/3%, \$4,500 monthly maximum with  
90 day waiting period (modified fill) with premium waiver rider

Or

**PPO Select 5:** BCBS PPO (\$250/ \$500)  
\$10/\$40 prescription and \$10 office co-pay after deductible  
ADN Dental 100/100/90/50 (Cap of \$2,500 per year)  
Orthodontic Services with adult rider (\$2,500 lifetime maximum)  
Vision EyeMed  
\$45,000 Life Insurance  
LTD insurance at 66-2/3%, \$4,500 monthly maximum with  
90 day waiting period (modified fill) with premium waiver rider

- b. PLAN B: Elect no insurance plan. Cash in lieu amount to be set at \$4,850.
- c. Employee premium contributions to be paid through a Section 125 pre-tax account.
- d. The district shall offer flex accounts for unit employees for medical and dependent care expenses. Flex accounts will align with calendar year (January 1 - December 31). The Flex medical plan is not available to members on a HDHP with an HSA.

Employee deductions for insurance shall run from September through August based on rates effective July 1. (For example deductions from 9/2016 through 8/2017 for rates effective 7/2016.) For 2016 only there will be a special open enrollment period for the election of a WMHIP plan. A traditional open enrollment will be held again in October for changes effective 1/1/2017.

**2. General Insurance Information**

The benefits delineated herein above shall be according to the coverage provided for the option selected by the unit employee. The Board shall supply insurance information for coverage including applications and claim materials. Insurance coverage for unit employees shall be on a twelve (12) month basis from January to December.

**3. Part-Time Unit Employees:**

Current part-time unit employees selecting:

- Plan A will receive a pro-rated district contribution toward the cap relative to their FTE. The District will still pay 20% of the premium for Dental, Vision, Life, AD&D and LTD. *(For a .6fte schedule, the board will pay 60% of the cap amounts as listed under Article X.A.)*
- Plan B will receive cash in lieu pro-rated based on employment status.

**B. Loss or Damage to Personal Property**

The Board shall reimburse a teacher for loss, damage or destruction of their own personal property used in the course of provided instruction while on duty for the school. This obligation shall extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked in the designated parking area on the school premises, provided such automobile is equipped with a fully enclosed body, the property was left in a locked enclosure out of view unless prior approval is obtained otherwise, and the loss is a direct result of forcible entry into the fully enclosed body, the doors and window of which shall have been securely locked. Damage to a teacher's automobile due to vandalism or malicious acts related to employment while the automobile is parked in a designated parking area on the school premises, shall be covered under the limits of this provision. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. The Board shall be obligated to pay for such loss, damage or destruction in an amount greater than twenty-five dollars (\$25.00) but not to exceed two hundred fifty dollars (\$250.00) This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss either under the teacher's own insurance, or from the person involved, if any. Written report of the loss shall be submitted to the building principal within forty-eight (48) hours of the time sustaining such loss, weekends and holiday excepted. The written report shall provide sufficient evidence to support the proof of loss. In cases of damage, theft or vandalism a police report must be filed and the teacher must cooperate with the authorities and the Board in any investigation, prosecution or action to determine the person responsible and obtain recovery. No reimbursement for items under \$25.00 will occur. Vehicle must be repaired and proof of completion (i.e. invoice) provided to district prior to compensation.

**C. Injury in the Line of Duty**

If a unit employee is injured while in the line of duty, the balance of medical or hospital care not covered by Worker's Compensation or hospitalization insurance will be furnished by the Board, at a designated hospital. Any wage differential between Worker's Compensation and salary will be reimbursed by the Board for the contractual year in which said injury occurs following depletion of leave time.

**D. Reimbursement for Conference Expenses**

**1. Request For Reimbursement**

Request for reimbursement of conference expenses shall be submitted at least two (2) weeks prior to the date of the conference. All receipted bills for expenses incurred must be filed with the claim for reimbursement. This clause is not to be construed to refer to M.E.A. Regional Conference days or area regional meetings of the Michigan Education Association.

**2. Reimbursable Expenses**

Properly documented costs at a pre-approved conference shall be reimbursable through payroll upon submission of receipts and a signed request form. A detailed procedure will be documented within the Business Office.

**E. Documentation for Classification Change**

Proof of classification (official transcripts) must be submitted to the Personnel Office prior to August 15<sup>th</sup> for a full-year credit, and January 15<sup>th</sup> for a half-year credit.

**ARTICLE XI  
Leave Provisions**

**A. Sick Leave Use**

At the beginning of each school year, unit employees will be granted paid sick leave time to be used during the employee's regular work year as necessary because of the personal illness or accidental injury of the employee or the employee's immediate family or household members. All paid and unpaid leaves will run concurrently with Family Medical Leave Act leaves, where applicable. Immediate family member is defined as spouse, parents and those who stand in their stead, grandparents, brothers, sisters, children and grandchildren. Household member" is defined as a person established and living on a continuing basis with the employee as a resident in their household

**B. Number of Days and Accumulations**

Each unit employee will be granted twelve (12) days of accumulated leave time each year. The paid leave time is available for use when the employee begins the scheduled assignment as authorized. The paid leave time granted at the beginning of each school year will be prorated for employees working less than full time or less than a full work year. For purposes of severance, paid leave time shall be deemed to be earned on a prorated basis at 1 and 1/3 days per month. No adjustment will be made for employees who exhaust all accumulated leave days and are subsequently forced to take a medical leave of absence. The unused paid leave time from the amount granted at the beginning of the school year shall be accumulated by the employee without limitation. Unit employees must be actively employed at the start of the school year to receive allocation of days.

1. All absences, absent an emergency, must be posted in AESOP by the unit employee at least two hours prior to report time.
2. Leave must be taken in ½ day increments.

In the case of bereavement, Unit Employees will be given (3) days that do not count against personal or sick leave. Additional bereavement days may be taken, with approval from Superintendent or Superintendent’s designee, and will be deducted from sick leave. Bereavement shall apply to any member of the employee’s immediate family or household (as defined in Article XII.A).

**C. Retirement/Severance Pay**

1. Employees will receive compensation into a 403(B) plan of the employee’s choice from the District’s approved vendor list, for unused accumulated leave time at the time of separation or retirement, provided they have been employed a minimum of fifteen (15) years, are separating at the end of the school year, and have provided notice to district administration by March 1<sup>st</sup>. (The notice requirement may be waived due to circumstances beyond the employee’s control.) Employees separating due to a disciplinary action resulting in termination shall not be eligible for separation pay under this section.

Years of Service	Retirement/Separation
15 and over	\$80 per day for a maximum of 270 days (\$21,600 max payment)

2. The following insurance benefits are available from the Board upon retirement:

**Plan A**

Following options:

- a. Sign up for retirement insurance as of July 1, and receive cash in lieu of benefits in the amount of \$250.00 for the months of July and August.
- b. Remain on the school districts insurance until August 31.

**Plan B**

Will remain same until August 31 – will keep on receiving cash in lieu of benefits until August 31.

3. Upon the death of an employee, the severance compensation will be paid to the employee’s beneficiary.

**D. Personal Leave**

A unit employee will be allowed up to two (2) days of personal leave, without loss of pay, each school year. Personal leave days not used shall not be accumulated from year to year.

Personal leave cannot be used on the first or last day of school, during parent-teacher conference days, staff development days, or immediately preceding or following a break in the school calendar (including Memorial Day Weekend). Application shall be made at least five (5) days prior to the leave day (September through March) and ten (10) days prior to the leave day (April through June) but no more than sixty (60) days prior to the leave day. Administrators reserve the right to deny a day if it would result in more than 15 percent of the building’s full-time teaching staff being absent September through March. April through June will limit



personal leave days to a maximum of 20 personal leave days on any given day district-wide. Denials would be based on the order of application (last to apply would be the first denied).

Extending a school break in a school calendar will be allowed for no more than one day every three school years to staff who have been employed with WPS for five years or more. Leave extending a school break (only Thanksgiving, Christmas, Mid-Winter Break and Spring Break) will be limited to a maximum of 20 days district-wide and not to exceed 4 unit members from a single building. Application shall be made between September 15<sup>th</sup> and September 30<sup>th</sup>, for the given year, for the first semester breaks and between December 1st and December 15<sup>th</sup> for second semester breaks. Granted extended leaves will be made the following work day after the submission deadline. No revisions shall be made to granted extended school break leaves and days shall not be gifted from the recipient to another unit bargaining member. Denials will be based on the order of application (last to apply would be the first denied).

Unused personal days will be bought back from unit employees if application is made to the business office by May 1<sup>st</sup>. One day will be compensated at \$75 and two at \$200 (\$100 each).

**E. Leaves Not Chargeable**

Leaves for the following purposes shall not be chargeable to accumulated leave time:

1. When an employee is summoned for jury service, except, that the combination of the remuneration for jury duty and the employee's salary shall not exceed the employee's normal salary.
2. Court appearances as a witness in any case connected with the employee's employment or the school.
3. Visitation at other schools authorized by the Superintendent or Superintendent's designee.
4. Attendance at dedications, or other ceremonies as a representative of the school
5. Conference attendance.
6. Requests for leave under this Article shall be submitted to the Principal, or immediate supervisor for transmittal and approval of the Superintendent or the Superintendent's designee.
7. The first five (5) days of absence due to a job-related injury.

**F. Unpaid Leaves Available**

Upon the submission of a request by a unit employee, the Board shall grant a leave of absence for the reasons and under the conditions as follows:

1. Disability Leave: Any unit employee who has exhausted available paid leave days, upon written request, shall be granted a leave of absence without pay for up to one (1) full school year. Leave may be extended for an additional year upon approval from the Board of Education.
2. Military Leave: Military Leave of absence shall be granted to any unit employee who shall be called or inducted to active service for military duty to any branch of the Armed Forces of the United States. Unit employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system. Volunteers shall not receive benefits beyond their first (1<sup>st</sup>) enlistment. No provisions of this Agreement shall be applied to a person separated from the military service for other than honorable reasons.

3. Association Officer's Leave: Teachers who are officers of the Association shall be eligible for leave of absence of up to one (1) year to perform the duties of their office.
4. Childcare Leave – provided that the child is a legal dependent of the teacher requesting such leave shall be granted for up to one school year.
5. All other unpaid leaves of absence are subject to approval by the Board of Education.

Seniority shall be frozen and not accrue during unpaid leaves of more than one (1) school year.

**G. Unpaid Leave Conditions**

All leaves in Article XI, E. and Article XI, F. shall be subject to the following conditions:

1. Except in emergencies, which preclude such notice, the Assistant Superintendent for Human Resources or designee shall be provided notice of request for leave sixty (60) calendar days in advance.
2. All leaves shall be for the remainder of a semester of the school year, or full semester or school year at the option of the unit employee, unless otherwise arranged with, and approved by, the Assistant Superintendent for Human Resources or designee.
3. Prior to returning from leave, the Assistant Superintendent for Human Resources or designee may require a physician's statement regarding the unit employee's fitness to perform the essential functions of his/her assigned position when the leave is related to a disabling condition.
4. Upon return from leave, unit employees shall be placed on the same position on the salary schedule to which the unit employee was entitled at the effective date of the leave.
5. Upon return from leave, unit employees shall be placed in a position subject to the provisions of Article V.
6. All leaves of absence may be extended or shortened upon request by the unit employee and approval by the Board of Education.

**H. Leave Conditions**

1. Approved leaves without pay shall be deducted from the employee's salary at the daily rate of the employee on the day of absence.
2. An employee who misrepresents or misuses accumulated leave time will have said salary reduced by the employee's daily rate for each day misrepresented or misused and be subject to appropriate disciplinary action.
3. Employees under suspension or subject to dismissal proceedings forfeit claim to compensation under Article XI,C (retirement pay).
4. In cases subject to Worker's Compensation Law, such leave may be used to supplement the compensation benefit received so that the total amount paid an employee will equal but not exceed the regular salary for the period of absence from the employee's assignment.

**I. Application for Leave**

Written application for leave of absence without pay is to be made to the Assistant Superintendent of Human Resources, or his/her designee with confirming approval by the Board of Education. Action of the Board of

Education is required within a reasonable period subsequent to the receipt of the application. There is to be no reimbursement for any portion of the unit employee's salary while on such leave. Any unit employee on a leave of absence shall not forfeit his/her accumulated leave days.

**J. Sabbatical Leave**

Sabbatical leave of absence may be granted to any unit employee employed by the Board of Education, upon the recommendation of the Superintendent or his/her designee and subject to the approval of the Board of Education, when the professional competence of the unit employee and the general welfare of the public schools will be so benefited. Any unit employee shall be eligible to apply for sabbatical leave subject to the following conditions and requirements:

1. The applicant must hold a life, permanent or continuing certificate.
2. The applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the district. Absence from service in the district for two (2) years under a leave of absence without pay, granted by the Board of Education, shall not be deemed a break in the continuity of service required by this Section and shall be included as one (1) year of service in computing the seven (7) consecutive years.
3. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
4. As a condition to receiving final approval for a sabbatical leave, a unit employee shall file with the Secretary of the Board of Education, a written agreement that he/she will remain in the service of the district for a period of two (2) years after the expiration of said leave. (See following Sections for conditions governing default of this Agreement.)

**K. The Following Additional Conditions Shall Prevail with Reference to Application for Sabbatical Leave:**

1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a unit employee qualified to assume the applicants' duties.
2. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise agreed upon by the Superintendent or his/her designee, the Board of Education and the applicant for sabbatical leave.

Approval for an application for sabbatical leave shall be made by a committee comprised of the following: (a) the applicant's principal, (b) one (1) administrator, (c) one (1) board member, (d) one (1) member of the WEA appointed by the Association President, and (e) one (1) fellow unit employee chosen by the applicant.

**L. Requirements and Status While on Sabbatical Leave are Defined as Follows:**

1. During said sabbatical leave, the unit employee shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one-half his/her full salary and full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any unit employee while on sabbatical leave.
2. Payment to a unit employee on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment of salary to other members of the professional staff, except that

upon the unit employee's request, the payroll department shall mail the employee's check to any designated bank for deposit therein in the unit employee's account.

3. A term of sabbatical leave shall entitle a unit employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
4. Any unit employee on sabbatical leave shall not forfeit his/her accumulated leave days. Any unit employee not returning to the system at the end of his/her sabbatical leave shall forfeit all accumulated days.
5. A sabbatical leave granted to a unit employee shall also operate as a leave of absence without pay from all other school activities.
6. Any unit employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent or his/her designee, with the approval of the Board of education, and the unit employee shall agree upon in writing.

**M. Status Upon Returning from Sabbatical Leave:**

1. At the expiration of a sabbatical leave, the unit employee shall be restored to their position or to a position acceptable to the returnee subject to the provisions of Article V. Seniority shall accrue during sabbatical leave. Upon return from the sabbatical leave, the unit employee shall be placed at the position on the salary schedule to which he/she was entitled at the effective date of the leave.
2. When an employee completes the planned program of the leave, but does not return to service in the Wyoming Public Schools, he/she shall within two (2) years repay the Board of Education the amount received by him/her during the sabbatical leave.
3. If the employee does not remain in the Wyoming Public School District of the City of Wyoming for two (2) years immediately following his/her sabbatical leave, he/she shall within two (2) years repay the Board of Education an amount of money which will bear the same relation to the amount granted as the expired period of service bears to two (2) years. This rate does not apply in cases wherein the person becomes incapacitated to work, or in cases where the rule is waived by the Board of Education.

- N.** All qualified employees having previously accumulated years of service in the Wyoming Public Schools shall be given full credit for that service, upon return from approved leave

**ARTICLE XIII**  
**Professional Grievance Negotiation Procedure**

**A.** Any unit employee, group of unit employees, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order of regulation of the Board, and any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.

**B.** The procedure governing grievances shall be as follows:

**Definitions:**

1. A “complaint” is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2. A “grievance” is a complaint which has not been resolved and which has been reduced to writing.
3. The “aggrieved party” is the person or persons, or Association making the claim.

**General Principles:**

1. The primary purpose of this procedure is to secure at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
2. Employees have the right to review their own file. Nothing contained herein shall be construed as limiting the right of any unit employee with a complaint to discuss the matter informally with any appropriate member of the Administration. Nothing contained herein shall be construed to prevent any individual unit employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided, that the Association has been given the opportunity to be present at such adjustment.
3. Both the administration and the aggrieved party want a timely and expedient resolution to the problem. An agreement to extend time lines, or suspend timelines is always possible if the two sides agree. If, however, no suspension of time lines is agreed upon, and if time lines are violated the grievance proceeds to the next level immediately. (If two time line constraints are violated by the administration the administration’s response is seen as to grant the grievant’s position).
4. Demotion or suspension of unit employees not covered by the tenure act will be subject to the grievance procedure.

**Procedure:**

**1. Level One**

An employee or group of employees or the Association shall within 15 work days of its alleged occurrence or 15 work days from the date the employee learned of the violation, orally discuss the complaint with the building supervisor and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) workdays following the discussion, the grievant may express a grievance in writing and process in accordance with Level Two, on the Grievance Form as shown in the Appendix G.

**2. Level Two**

Any grievance filed by an employee, group of employees or the Association must be filed within five (5) workdays from the end of Level One. The Board hereby designates for its representatives for such purposes the Principal/Supervisor in each school building and the Superintendent or his/her designee, when the particular grievance arises in more than one building. The Association hereby designates the President of the Wyoming Education Association or designated representative, as the local agent for processing grievances. Within five (5) workdays of the receipt of the grievance, the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. The affected grievant(s) may or may not be present at such meeting.

**3. Level Three**

If the meeting with the principal/supervisor and the parties cannot agree, the grievance shall be promptly transmitted within five (5) work days to the Superintendent, or the designated representative, who shall have five (5) work days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or the designated representative, that person will have ten (10) workdays from receipt to approve or disapprove it. If the grievance is denied by the Superintendent or the designated representative either in review of the action of the principal/supervisor, or as the initial responses, the Superintendent or the designated representative shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have twenty (20) workdays to file a demand for arbitration with the American Arbitration Association.

**4. Level Four**

Upon the filing of a demand for arbitration, an arbitrator will be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the Board and the Association. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator's decision shall be in writing and will set forth the findings of facts, reasons, and conclusions on the issues submitted, and shall be final and binding upon all parties concerned. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of parties under the Michigan General School Law, or any other National, State, County, District or local laws. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. Failure to re-employ any teacher on a probationary contract through the first five (5) years.
- b. Except as otherwise noted herein, any claim or complaint for which there is another remedial procedure or forum established by law including any matter subject to the procedure specified in the Teacher Tenure Act.
- c. Any subject that is prohibited under Section 15(3) of PERA.
- d. The content of any performance evaluation.

## MISCELLANEOUS

1. A complaint or grievance may be withdrawn at any level without prejudice of interpretation of the Agreement.
2. The complaint discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at other levels shall be in writing and shall promptly be transmitted to the aggrieved parties.
3. No reprisals of any kind shall be taken by or against any aggrieved party or any participation in the grievance procedure by reason of such participation.
4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
5. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.
6. In the event a grievance is filed after May 1<sup>st</sup> of any year and strict adherence to the time limits may result in hardship of any aggrieved party, the Superintendent or the designated representative shall use every effort to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## ARTICLE XIV Negotiation Procedure

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In the event the Master Agreement is reopened by mutual consent for negotiations, the parties will promptly negotiate for the purpose of reaching an agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual unit employee will cause, authorize or support, nor will any Association members take part in any

strikes (i.e., the concerted failure to report for duty, or willful absence of unit employees from their positions, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the unit employees' duties of employment) for any purpose whatsoever.

## **ARTICLE XV MISCELLANEOUS**

### **A. Use of Internet/Intranet by WEA Members Purpose**

1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, Board of Education and Association endeavors.
2. Employee use of the Internet/Intranet is appropriate under all of the following circumstances:
  - a. Support of the academic program;
  - b. Telecommunications;
  - c. Association activities; and
  - d. Reasonable personal and recreational usage to the extent that such use does not violate the Master Agreement and does not interfere with the members' assigned duties and responsibilities.
3. The employees may not use the district's Internet/Intranet for commercial for-profit purposes.
4. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
5. The Employer agrees to provide insurance coverage for any unintentional damage that may result to the Employer's computer system while on school property or at a school sponsored activity. The employee will assume responsibility for damage to the computer system at all other times.

### **B. Privacy Issues**

The Employer will provide each employee with a password for accessing the Internet/Intranet and electronic mail. The employees agree to maintain confidentiality with regard to their passwords; however, it is understood that the Employer will have access to all such passwords, which will be kept in a safe and confidential location.

### **C. Objectionable Materials**

The parties agree that employees shall not intentionally access inappropriate web sites.



**D. Unemployment Compensation Repayment.**

Unit employees who are notified of layoff and are subsequently recalled on or before the beginning of the school semester immediately following notice of layoff, shall return 100% of any unemployment compensation received. Such reimbursement shall be deducted from the unit employee's salary throughout the school year in 26 equal payments, unless the employee reimburses the district in whole via personal check before the first pay period following recall.

**ARTICLE XVI  
DURATION OF CONTRACT**

**A. Effective Dates**

This Agreement shall be effective as of August 15, 2016, and continue until the 15<sup>th</sup> day of August, 2019. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

**B. Contrary to Law**

If any provision of this Agreement or any application of the Agreement to any unit employee or group of unit 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 in full force and effect.

**C. Copies of Agreement**

Electronic copies of this agreement will be available on the District Website and Intranet.

**EDUCATION ASSOCIATION**

By \_\_\_\_\_  
WEA President

By \_\_\_\_\_  
WEA Vice President

By \_\_\_\_\_  
Uniserv Director

**BOARD OF EDUCATION**

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

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Superintendent

## Schedule A

2016-17

The following shall be the schedule of basic unit employee salaries for services as described in Article VI. All unit employees of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification MA+30 - Unit employees with the Master's Degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification MA+30 shall also include all teachers in Classification MA+30 whose M.A. degree has a program requirement of sixty (60) semester hours beyond the BA

\*Employees reaching Class I Step 9 prior to 2013-14 are grandfathered at \$62,539.80

\*\*Employees reaching Class I Step 9 during 2013-14 are grandfathered at \$59,000.00

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
0	\$36,936.00	\$40,631.00	\$42,848.00
1	\$38,046.00	\$41,738.00	\$43,956.00
2	\$39,523.00	\$43,588.00	\$45,433.00
3	\$41,737.00	\$45,802.00	\$48,018.00
4	\$44,324.00	\$48,389.00	\$50,604.00
5	\$44,550.00	\$48,600.00	\$51,132.00
6	\$45,563.00	\$50,625.00	\$53,663.00
7	\$48,600.00	\$53,663.00	\$57,713.00
8	\$52,650.00	\$55,688.00	\$59,738.00
9	\$55,181.00	\$59,738.00	\$64,041.00
10	\$55,181.00	\$63,282.00	\$67,838.00
11	\$55,181.00	\$66,420.00	\$73,913.00
12	\$55,181.00	\$68,445.00	\$75,432.00
13	\$55,181.00	\$71,129.00	\$76,950.00
14	\$55,181.00	\$72,394.00	\$78,570.00
15	\$55,181.00	\$72,495.00	\$78,722.00
16	\$55,181.00	\$72,647.00	\$78,975.00
17	\$55,181.00	\$73,660.00	\$79,229.00
18	\$55,181.00	\$74,672.00	\$79,482.00
19	\$55,181.00	\$75,179.00	\$80,747.00
20	\$55,181.00	\$75,432.00	\$81,000.00
21	\$55,181.00	\$75,533.00	\$81,254.00
22	\$55,181.00	\$75,685.00	\$81,507.00
23	\$55,181.00	\$76,191.00	\$82,013.00
24	\$55,181.00	\$76,444.00	\$82,620.00
25	\$55,181.00	\$76,697.00	\$82,772.00
26	\$55,181.00	\$76,950.00	\$83,025.00
27	\$55,181.00	\$77,457.00	\$83,532.00
28	\$55,181.00	\$77,963.00	\$84,038.00
29	\$55,181.00	\$78,216.00	\$85,304.00
30	\$55,181.00	\$78,469.00	\$85,557.00

## **Schedule A**

### **2016-2017**

2016-2017: A 0.25% will be paid off-schedule in the first pay in December if the fall student count is 4,387 or greater.  
A 0.5% will be paid off-schedule in the first pay in December if the fall student count is 4,407.

## Schedule A

2017-18

The following shall be the schedule of basic unit employee salaries for services as described in Article VI.

All unit employees of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification MA + 30 - Unit employees with the Master's Degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification MA+30 shall also include all teachers in Classification MA+30 whose M.A. degree has a program requirement of sixty (60) semester hours beyond the B.A degree, e.g., Social Worker (MSW).

\*Employees reaching Class I Step 9 prior to 2013-14 are grandfathered at \$62,539.80.

\*\*Employees reaching Class I Step 9 during 2013-14 are grandfathered at \$59,000.00.

For 2017-18 a step will be advanced from 2016-17

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
0	\$37,306.00	\$41,038.00	\$43,277.00
1	\$38,427.00	\$42,156.00	\$44,396.00
2	\$39,919.00	\$43,178.00	\$45,703.00
3	\$42,155.00	\$44,440.00	\$47,470.00
4	\$44,768.00	\$46,460.00	\$48,985.00
5	\$44,996.00	\$48,985.00	\$51,409.00
6	\$46,019.00	\$49,490.00	\$53,025.00
7	\$49,086.00	\$51,258.00	\$56,055.00
8	\$53,177.00	\$54,540.00	\$58,833.00
9	\$55,733.00	\$56,712.00	\$62,620.00
10	\$55,733.00	\$60,499.00	\$65,145.00
11	\$55,733.00	\$64,388.00	\$69,438.00
12	\$55,733.00	\$67,418.00	\$74,740.00
13	\$55,733.00	\$69,690.00	\$76,508.00
14	\$55,733.00	\$72,215.00	\$77,922.00
15	\$55,733.00	\$73,225.00	\$79,000.00
16	\$55,733.00	\$73,478.00	\$79,765.00
17	\$55,733.00	\$73,730.00	\$80,043.00
18	\$55,733.00	\$74,488.00	\$80,295.00
19	\$55,733.00	\$75,498.00	\$80,548.00
20	\$55,733.00	\$76,255.00	\$81,810.00
21	\$55,733.00	\$76,508.00	\$82,063.00
22	\$55,733.00	\$76,659.00	\$82,315.00
23	\$55,733.00	\$76,760.00	\$82,568.00
24	\$55,733.00	\$77,114.00	\$83,073.00
25	\$55,733.00	\$77,518.00	\$83,578.00
26	\$55,733.00	\$77,770.00	\$83,856.00
27	\$55,733.00	\$78,023.00	\$84,335.00
28	\$55,733.00	\$78,528.00	\$84,992.00
29	\$55,733.00	\$78,780.00	\$85,850.00
30	\$55,733.00	\$79,254.00	\$86,413.00

## Schedule A 2018-19

The following shall be the schedule of basic unit employee salaries for services as described in Article VI. All unit employees of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification MA + 30 - Unit employees with the Master's Degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification MA+30 shall also include all teachers in Classification MA+30 whose M.A. degree has a program requirement of sixty (60) semester hours beyond the B.A degree, e.g., Social Worker (MSW).

\*Employees reaching Class I Step 9 prior to 2013-14 are grandfathered at \$62,539.80.

\*\*Employees reaching Class I Step 9 during 2013-14 are grandfathered at \$59,000.00.

For 2018-19 a step will be advanced from 2017-18

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
0	\$37,773.00	\$41,551.00	\$43,818.00
1	\$38,908.00	\$42,683.00	\$44,951.00
2	\$40,418.00	\$43,718.00	\$46,275.00
3	\$42,682.00	\$44,996.00	\$47,588.00
4	\$45,328.00	\$46,575.00	\$48,854.00
5	\$45,559.00	\$48,600.00	\$50,625.00
6	\$46,595.00	\$49,866.00	\$52,650.00
7	\$49,700.00	\$51,638.00	\$54,675.00
8	\$53,842.00	\$54,169.00	\$57,713.00
9	\$56,430.00	\$55,688.00	\$61,257.00
10	\$56,430.00	\$58,219.00	\$63,788.00
11	\$56,430.00	\$61,510.00	\$67,332.00
12	\$56,430.00	\$65,307.00	\$70,875.00
13	\$56,430.00	\$68,850.00	\$75,685.00
14	\$56,430.00	\$71,129.00	\$77,710.00
15	\$56,430.00	\$73,407.00	\$78,975.00
16	\$56,430.00	\$74,419.00	\$79,988.00
17	\$56,430.00	\$74,672.00	\$81,000.00
18	\$56,430.00	\$74,925.00	\$81,254.00
19	\$56,430.00	\$75,685.00	\$81,507.00
20	\$56,430.00	\$76,950.00	\$82,013.00
21	\$56,430.00	\$77,457.00	\$82,266.00
22	\$56,430.00	\$77,710.00	\$83,279.00
23	\$56,430.00	\$77,963.00	\$83,785.00
24	\$56,430.00	\$78,216.00	\$84,038.00
25	\$56,430.00	\$78,469.00	\$84,623.00
26	\$56,430.00	\$78,975.00	\$84,905.00
27	\$56,430.00	\$79,229.00	\$85,390.00
28	\$56,430.00	\$79,482.00	\$86,055.00
29	\$56,430.00	\$79,735.00	\$86,924.00
30	\$56,430.00	\$80,245.00	\$87,494.00

**SCHEDULE B  
EXTRA PAY FOR EXTRA WORK**

No Schedule B vacancy shall be filled without first posting the position for bargaining unit members.

2016-17 Schedule B Non-Athletic Duty	Step 1		Step 2		Step 3		Year 8	
	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Annual & Camera Club (High School)/with class	3.00%	\$1,108.08	3.50%	\$1,292.76	4.00%	\$1,477.44	4.50%	\$1,662.12
Business Professionals of America	2.50%	\$923.40	3.00%	\$1,108.08	3.50%	\$1,292.76	4.00%	\$1,477.44
School Newspaper (High School)	3.50%	\$1,292.76	4.00%	\$1,477.44	4.50%	\$1,662.12	5.00%	\$1,846.80
School Newspaper (Junior High)	2.00%	\$738.72	2.50%	\$923.40	3.00%	\$1,108.08	3.50%	\$1,292.76
Student Council (Junior)	1.50%	\$554.04	2.00%	\$738.72	2.50%	\$923.40	3.00%	\$1,108.08
Student Council ( High School)	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Senior Class Advisor	2.50%	\$923.40	2.75%	\$1,015.74	3.00%	\$1,108.08	3.25%	\$1,200.42
Junior Class Advisor	2.50%	\$923.40	2.75%	\$1,015.74	3.00%	\$1,108.08	3.25%	\$1,200.42
Sophomore Class Advisor	1.00%	\$369.36	1.25%	\$461.70	1.50%	\$554.04	1.75%	\$646.38
Freshman Class Advisor	1.00%	\$369.36	1.25%	\$461.70	1.50%	\$554.04	1.75%	\$646.38
Drama (per play, one per year)	5.00%	\$1,846.80	5.50%	\$2,031.48	6.00%	\$2,216.16	6.50%	\$2,400.84
Drama Assistant (one paid per year)	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72
Musical (one per year)	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24
Musical Assistant (one per year)	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72
Honor Society	1.00%	\$369.36	1.50%	\$554.04	2.00%	\$738.72	2.50%	\$923.40
Elementary/Junior High Vocal Music	1.00%	\$369.36	1.25%	\$461.70	1.50%	\$554.04	1.75%	\$646.38
Senior High Vocal Music	2.00%	\$738.72	2.25%	\$831.06	2.50%	\$923.40	2.75%	\$1,015.74
Band (High School)	9.00%	\$3,324.24	10.50%	\$3,878.28	12.00%	\$4,432.32	13.50%	\$4,986.36
Band (Junior High School)	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Summer Bands	2.00%	\$738.72	2.50%	\$923.40	3.00%	\$1,108.08	3.50%	\$1,292.76
Orchestra	2.50%	\$923.40	3.50%	\$1,292.76	4.00%	\$1,477.44	5.00%	\$1,846.80
Drumline	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72
Safety Patrol	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
New Teaching Mentor (3 year commitment)	1.00%	\$369.36	2.00%	\$738.72	3.00%	\$1,108.08	-	\$-
Smart Start (Junior High only)		\$350.00		\$350.00		\$350.00		\$350.00
Science Olympiad	4.00%	\$1,477.44	4.50%	\$1,662.12	5.00%	\$1,846.80	5.50%	\$2,031.48
Technology Liaison	2.50%	\$923.40	3.00%	\$1,108.08	3.50%	\$1,292.76	4.00%	\$1,477.44
Secondary SI Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Elementary Non-Core Area SI Rep	1.00%	\$369.36	1.00%	\$369.36	1.00%	\$369.36	1.50%	\$554.04
WESSA SI Team Rep	1.00%	\$369.36	1.00%	\$369.36	1.00%	\$369.36	1.50%	\$554.04
Elementary SI Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
English Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Math Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Science Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Social Studies Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Special Education Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Robotics Advisor		\$1,500.00		\$1,500.00		\$1,500.00		\$1,500.00
Key Club	2.50%	\$923.40	2.50%	\$923.40	2.50%	\$923.40	2.50%	\$923.40
Secondary State Test Coordinator	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72	2.00%	\$738.72
Elective Department Chair	3.00%	\$1,108.08	3.00%	\$1,108.08	3.00%	\$1,108.08	3.00%	\$1,108.08
Elementary Math Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Elementary Science Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Elementary Social Studies Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44
Elementary Language Arts Department Chair	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44	4.00%	\$1,477.44

High School Athletic Duty	Step 1		Step 2		Step 3		Year 8	
	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Football - Varsity Head Coach	13.00%	\$4,801.68	14.00%	\$5,171.04	15.00%	\$5,540.40	16.00%	\$5,909.76
Football - Varsity Assistant Coach (4 jobs)	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60
Football - JV Head Coach	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60
Football - JV Assistant Coach (2 jobs)	5.00%	\$1,846.80	6.50%	\$2,400.84	8.00%	\$2,954.88	9.50%	\$3,508.92
Football - Freshman Head Coach	5.00%	\$1,846.80	6.50%	\$2,400.84	8.00%	\$2,954.88	9.50%	\$3,508.92
Football - Freshman Assistant Coach	4.50%	\$1,662.12	6.00%	\$2,216.16	7.50%	\$2,770.20	9.00%	\$3,324.24
Basketball - Boys Varsity Head Coach	13.00%	\$4,801.68	14.00%	\$5,171.04	15.00%	\$5,540.40	16.00%	\$5,909.76
Basketball - Boys JV Head Coach	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60
Basketball - Boys Freshman Head Coach	5.00%	\$1,846.80	6.50%	\$2,400.84	8.00%	\$2,954.88	9.50%	\$3,508.92
Basketball - Girls Varsity Head Coach	13.00%	\$4,801.68	14.00%	\$5,171.04	15.00%	\$5,540.40	16.00%	\$5,909.76
Basketball - Girls JV Head Coach	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60
Basketball - Girls Freshman Head Coach	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24
Track - Boys Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Track - Boys Varsity Assistant Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Track - Girls Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Track - Girls Varsity Assistant Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Baseball - Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Baseball - JV Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Baseball - Freshman Head Coach	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52
Wrestling - Head Coach	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96	12.00%	\$4,432.32
Wrestling - Assistant Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Cross Country - Head Coach	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24
Soccer - Boys Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Soccer - Boys JV Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Soccer - Girls Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Soccer - Girls JV Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Tennis - Boys Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Tennis - JV Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Tennis Girls - Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Golf - Boys Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Golf - Boys JV Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Golf - Girls Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Golf - Girls JV Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Bowling Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Volleyball - Head Coach	7.00%	\$2,585.52	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60
Volleyball - JV Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Volleyball - Freshman Coach	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52
Softball - Varsity Head Coach	8.00%	\$2,954.88	9.00%	\$3,324.24	10.00%	\$3,693.60	11.00%	\$4,062.96
Softball - JV Head Coach	5.00%	\$1,846.80	6.00%	\$2,216.16	7.00%	\$2,585.52	8.00%	\$2,954.88
Cheerleading - Varsity Comp Cheer (fall/winter combined)	6.00%	\$2,216.16	6.50%	\$2,400.84	7.00%	\$2,585.52	7.50%	\$2,770.20
Cheerleading - JV Competitive Cheer (fall/winter combined)	4.00%	\$1,477.44	4.50%	\$1,662.12	5.00%	\$1,846.80	5.50%	\$2,031.48
Junior High Athletic Duty	Step 1		Step 2		Step 3		Year 8	
	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Track - 7th & 8th Grade Boys Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Track - 7th & 8th Grade Girls Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Basketball - 7th Grade Boys Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Basketball - 7th Grade Girls Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Basketball - 8th Grade Boys Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Basketball - 8th Grade Girls Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Wrestling - Junior High	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Volleyball - 7th Grade Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16

Volleyball - 8th Grade Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Cross Country - Junior High Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Competitive Cheerleading Coach	3.00%	\$1,108.08	3.50%	\$1,292.76	4.00%	\$1,477.44	4.50%	\$1,662.12
Soccer Boys Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16
Soccer Girls Head Coach	3.00%	\$1,108.08	4.00%	\$1,477.44	5.00%	\$1,846.80	6.00%	\$2,216.16



## SCHEDULE C

Schedule C base hourly rate:

**2016-2017: \$19.23**

**2017-2018: \$19.42**

**2018-2019: \$19.67**

## SCHEDULE D

Schedule D base hourly rate:

**2016-2017: \$28.83**

**2017-2018: \$29.12**

**2018-2019: \$29.49**

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Wyoming Public Schools/Kent County Education Association

Name of Grievant	Building	Assignment	Date Filed

**Level I**

A. Date cause of grievance occurred \_\_\_\_\_

B. Specific article/law/rule/regulation violated \_\_\_\_\_

C. Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Remedy requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association Representative Date

E. Date of meeting with supervisor: \_\_\_\_\_

F. Disposition (Supervisor) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative Date

G. Disposition of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association Representative Date



Excess membership provided electronically each semester.

WYOMING PUBLIC SCHOOLS  
WYOMING EDUCATION ASSOCIATION  
REQUEST FOR MASTER CONTRACT VARIATION

Building \_\_\_\_\_

Today's Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Building A.R. \_\_\_\_\_

Staff Members Involved in Planning

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Process Used for Decision-making

Vote \_\_\_\_\_  
Majority \_\_\_\_\_  
2/3 \_\_\_\_\_  
Consensus \_\_\_\_\_  
Quorum \_\_\_\_\_  
Secret Ballot \_\_\_\_\_  
Other \_\_\_\_\_

Description of Proposed Program

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Contract Implications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Impact on other Staff (List Staff and Impact)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clearly Identify Goals and Objectives of Program

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe Process for Evaluation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Timeline

Start Date \_\_\_\_\_

End Date \_\_\_\_\_

Evaluation Date \_\_\_\_\_

*Distribution: Principal, Superintendent, WEA Office*