

# **MASTER AGREEMENT**

**Between**

**THE SCHOOL DISTRICT**

**of the**

**CITY OF WYANDOTTE**

**and**

**WYANDOTTE EDUCATION**

**ASSOCIATION**

**August 1, 2021 through July 31, 2024**

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*AGREEMENT*

*THIS AGREEMENT is made and entered into this 16th day of March, 2021, by and between the Board of Education for the School District of the City of Wyandotte, Michigan (hereinafter called the "Board") and the Wyandotte Education Association (hereinafter called the "Union") effective August 1, 2021.*

**PREAMBLE**

*The Board and the Union hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with resources of the School District, for the benefit of the students and the community of Wyandotte, and their recognition of teaching as a public trust and a professional calling. This Agreement is entered into in furtherance of the mutual desire of the Union and the Board to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication between the Board and the employees through the Union.*

**ARTICLE I - RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment of all teachers, speech pathologists, psychologists, teacher support positions, occupational therapists, physical therapists, registered nurses, department chairs, and school social workers, excluding the Superintendent, Human Resources Director, Operations Supervisor, Principals, Assistant Principals, Directors, Coordinators, Business Manager, all other persons with administrative or supervisory responsibilities, and substitute teachers.

**Section 2.** During the term of this Agreement, the Employer agrees that it will not enter into negotiations with any teachers' organization other than the Union concerning wages, hours of employment and other conditions of employment for those persons covered under this Agreement.

**Section 3.** The term "Employee" or "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined. The term "Local Association" when used hereinafter, shall refer to the Wyandotte Education Association.

## **ARTICLE II - EMPLOYEE RIGHTS**

**Section 1.** Nothing in this contract shall deny or restrict any rights an employee may have under Michigan General School Law.

**Section 2.** All employees covered under this Agreement shall have the right to join any teacher organization, but membership in the Union or any other teacher organization shall not be required as a condition of employment.

**Section 3.** The Board and the Union hereby affirm their policy of equal opportunity for all persons employed or seeking employment under the terms of this Agreement without regard to race, color, sex, age, or national origin.

**Section 4.** Employees shall have the right to be represented on any committee established by the Administration in the areas of curriculum, student discipline, and in-service training. The appointment of employee members to such committees shall be the sole responsibility of the Administration, provided, however, that the Union shall be entitled to select one (1) member of each committee who shall be a regular, active employee of the Board. The Board and Union understand the composition of school improvement committees may not be negotiated but will adhere to MCL 380.1277.

All employees shall be notified at least two (2) weeks in advance of the formation of said committees.

A copy of the final report of such committees will be sent to the District Director of the Union not less than forty-eight (48) hours prior to the presentation of the report to the Board of Education.

## **ARTICLE III - INFORMATION**

**Section 1.** The Board will, upon written request, permit a designated representative of the Union to have access to available public information. It is understood, however, that the Board will not compile information or statistics not already compiled.

**Section 2.** The Board will furnish the Union with a list of the names and addresses of all members of the bargaining unit within thirty (30) days after the commencement of the school year. Should any change of personnel status occur, the Union will be notified in writing of such change within ten (10) working days after receipt of the same by the Human Resources Office or after Board action, whichever is applicable.

**Section 3.** The Board will furnish the Union with a list of the members of the bargaining unit and their applicable insurance coverage. The Board shall notify the Union of the applicable insurance coverages of any member of the bargaining unit newly hired during the school year. The Union shall be notified when the insurance coverage of an individual member of the bargaining unit lapses or is reinstated.

## ARTICLE IV - USE OF SCHOOL FACILITIES

**Section 1.** The Superintendent will consider all reasonable requests by the Union for the use of school property for Union meetings. The request shall be submitted in writing to the Superintendent and to the principal of the building involved, stating the purpose of the meeting and the time it is to be held. The Union shall pay any extra costs involved in connection with the use of school property for Union meetings.

**Section 2.** The Board will make bulletin board space available in each building for use by the Union. Such bulletin board space shall be used for professional and/or business purposes of the Union and its affiliated organizations, such as: the posting of notices of election, business and social meetings, and announcements of services available to members. The bulletin board space shall not be used for the posting of any material which may be derogatory of the Board and/or its administrators or any material which encourages or directs teachers to engage in any individual or concerted action directed against the Board. Neither the Board nor its administrators will post on bulletin boards, material which may be derogatory of the Union.

**Section 3.** The Union may have access to and the use of interschool mail service, including the staff mailboxes, for the purpose of communication announcements and notices to all persons covered under this Agreement, subject, however, to all of the same conditions pertaining to the use of bulletin boards as set forth immediately above. Union members may use school email for Union business, forwarding MEA voice and MEA announcements, with a copy to the Superintendent and/or permission as appropriate.

**Section 4.** The Union will send to the Superintendent, Principals and other Administrators any official publications distributed to its members through email; providing however, that this section does not apply to the distribution of confidential information to Union officers and building representatives. The Board will send a copy of the Summary of the School Board Meetings, through email, to the Union President.

## ARTICLE V - NEGOTIATIONS

**Section 1.** Negotiations shall occur partially on time released from school and partially on time after school, in an alternating, matching basis, beginning with negotiations on released time, up to (if needed) an aggregate total of twenty-one (21) half-days of released time.

The Superintendent of Schools will determine whether additional released time will be provided. Grievances shall not be considered "negotiations" and shall not be considered or discussed at any meeting held on "released time."

**Section 2.** The Employer shall provide a link to an electronic version of the contract to all employees within forty-five (45) days of ratification.

## ARTICLE VI - GRIEVANCE PROCEDURE

**Section 1.** For the purpose of this Article, the following definitions shall apply:

(a) A "grievance" shall mean any difference between the Board and any member or group of members of the bargaining unit as to the interpretation, application, or meaning of terms of this Agreement.

(b) A "grievant" shall mean any member or group of members of the bargaining unit filing a grievance under the procedure set forth in this Article.

**Section 2.** It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

**Section 3.** In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

**Section 4.** All grievances shall be presented and processed in accordance with the following procedure:

**Level 1.** A grievant shall first discuss his/her grievance with his/her immediate supervisor, who shall be defined as being a Building Principal or Director, depending upon the individual's assignment. If the grievant so chooses, he/she may have a representative of the Union with him/her at this meeting.

In the event the grievant presents his/her grievance alone and is dissatisfied with its disposition, he/she shall resubmit it at Level 1 with a representative of the Union being present; if this is not done, the grievance shall be waived.

Any grievance must be initiated within ten (10) school days after the date of the event or occurrence upon which the grievance is based; if the grievance is not initiated within this ten (10) school day period, it shall have been waived.

**Level 2.** In the event the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievant may file two copies of the grievance in writing, one copy with the Union and the other copy with the Superintendent within fifteen (15) school days after the date of the event or occurrence upon which the grievance is based.

Within ten (10) school days of receipt of the grievance, the Union shall decide whether or not there is a legitimate grievance. If the Union decides that no grievance exists and so notifies the claimant, the grievant may continue to process his/her claim without Union support. If the Union decides there is a legitimate grievance, it shall immediately process in writing the claim with the Superintendent of Schools or his/her designated representative. Within ten (10)

school days from receipt of the written grievance by the Superintendent, he/she or his/her designated representative shall meet with aggrieved person in an effort to resolve it.

If a grievant fails to file a grievance in writing with the Union, or if the written grievance is not forwarded to the Superintendent or his/her designated representative within twenty-five (25) school days after the date of the event or occurrence upon which the grievance is based, then the grievance shall have been waived.

**Level 3.** In the event that the grievant is not satisfied with the disposition of his/her grievance at Level 2, or in the event no decision has been rendered within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Union may refer the grievance to the Board. The written grievance shall be submitted to the Board within ten (10) school days after a decision by the Superintendent or his/her designee, or within twenty (20) school days after the grievance was submitted to the Superintendent, whichever is sooner.

Within ten (10) school days after receiving the written grievance, the Board shall appoint a committee of the Board to meet with the grievant for the purpose of resolving the grievance.

**Level 4.** Any grievance remaining unsettled at the conclusion of the grievance procedure provided in this Agreement may be submitted to arbitration under the following terms and conditions:

(a) The matter to be arbitrated must concern the interpretation, application or alleged breach of the terms of this Agreement.

(b) Only the Board or the Union may submit any unsettled grievance to arbitration. The party choosing to submit any unsettled grievance to arbitration must notify the other party in writing within thirty (30) working days from the date the grievance was answered by the Board and delivered to the aggrieved or the Union. Such notification shall identify the grievance and the issue and state what part or parts of this Agreement is involved.

(c) (1) Following such written notice requesting arbitration the Board or its designee and the District Director of the Union or his/her designee shall attempt to select a single arbitrator acceptable to both parties. If agreement on the selection of an arbitrator cannot be reached within seven (7) calendar days, either the union or the Board may, within ten (10) calendar days from the date of the written notice requesting arbitration, request the American Arbitration Association, in writing, to submit a list of seven (7) qualified arbitrators. Beginning with the party requesting arbitration, each party shall alternately strike one (1) name from the list of seven (7) arbitrators until only one name remains and that individual shall be the arbitrator to hear and determine the matter upon which arbitration was requested.

(c) (2) Following selection of the Arbitrator as herein before provided, the arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association.

(d) The Arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to,



subtract from, or in any way modify the terms of this Agreement and specifically shall have no authority to alter or establish the salary schedule nor shall he/she have any authority to limit or change any policies, practices or rules of the Board not in conflict with the terms of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

(e) At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon request of either or both parties.

(f) No claim for back salary shall exceed the amount of salary the employee would otherwise have earned less any unemployment compensation or other remuneration he/she may have received during his/her period(s) of suspension from employment within the School District.

(g) The expenses of each witness and the compensation for any witness for either party shall be paid by the party producing such witness. The Arbitrator's fees and expenses, and the cost of the Arbitrator's copy of the record, if any, shall be shared equally by the Union and the Board.

(h) The Arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.

**Section 5.** The failure of a teacher or the Union to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step.

**Section 6.** A grievance may be withdrawn at any level without prejudice or record. Grievances filed as Union grievances may be initiated at the appropriate level.

**Section 7.** Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from their Building Principal or supervisor. Grievances shall be processed and discussed outside classroom duty hours.

**Section 8.** Electronic forms for filing grievances shall be prepared and made available to any member of this bargaining unit.

**Section 9.** Any grievance that is pending at the time of expiration of this Agreement may be processed to arbitration notwithstanding such expiration.

## ARTICLE VII - SCHOOL CALENDAR

**Section 1.** To the extent permitted by law, the school calendar will be negotiated between the Association and School Board.

**Section 2.** The Calendar as negotiated by the Board and Union shall be attached to this contract as Appendix C. Should the law change allowing the addition of any amount of hours of professional development to be counted toward instruction, the Board and Union shall have the right to negotiate with regard to that issue for the next full school year.

**Section 3.** Center Program professional staff will be required to complete the same number of night obligations/hours as the general education professional staff.

## ARTICLE VIII - TEACHING LOAD/WORKING HOURS

**Section 1.** The parties recognize that there is a relationship between pupil/classroom/teacher ratio and the effectiveness of the educational program.

To the extent feasible, under the circumstances (taking into account the availability of qualified teachers and facilities, the availability of funds and State requirements) an attempt will be made to (1) minimize the number of split sections, (2) limit enrollment in the regular academic classes to a building average of less than 30 pupils, and to a lower aggregate average of 28 pupils in kindergarten, grades one and two within each building. In the event an individual academic class is to have an enrollment in excess of thirty, every reasonable effort will be made to hold the enrollment to 33 or less. Specials, Young 5's, and satellite classes shall not be used to determine the upper and lower aggregate for each building.

The aforementioned pupil classroom/teacher ratios are recognized as desirable goals, but may be departed from whenever the Board, or its authorized designees, deems it necessary in the best interest of the educational program. Provided, however, that such departure from such stated goals shall be only for good and sufficient cause within the limitations hereinabove set forth.

**Section 2.** If a teacher works under two or more principals, all principals concerned shall confer about the assignments given that particular teacher.

**Section 3. Regular School Day.** The regular school day for all teachers covered by this Agreement shall extend from a time not earlier than ten (10) minutes before the start of their assigned daily schedule. All teachers shall remain at their assigned building fifteen (15) minutes after students have been dismissed from school for the day or the completion of their assigned daily schedule, unless excused by the Building Principal.

It is understood that the regular work day shall not exceed seven and one-half (7-1/2) hours for any teacher and shall not begin before 7:30 am, nor end later than 4:00 pm.

Should unusual circumstances require an alteration of the regular work day, the Board may implement a modification of the regular work day provided representatives of the Board first meet

and discuss the proposed modification with representatives of the Union. At such discussion, the parties shall consider any suggestions the Union might have.

**Section 4.** Each full-time high school and middle school teacher shall have one (1) preparation period daily.

The Employer will maintain an adequate number of special subject teachers to provide no less than one hundred sixty (160) minutes of preparation time during a regular full, five-day week for each classroom teacher of grades K-5. With the exception of kindergarten, these special subjects periods shall be no less than thirty (30) minutes in duration. To the extent possible, the pupil contact time of special subjects teachers shall be equal to, but in no event exceed, the pupil contact time of the classroom teachers.

The special education center programs will provide equal preparation time as the teachers of grades K-5 as stated above.

**Section 5. Faculty Meetings.** The building principal shall normally schedule two (2) regular faculty meetings per month, subject to cancellation. Other meetings will be called as necessary, normally on twenty-four (24) hours' notice, except in case of emergency. Said meeting shall not exceed two (2) additional meetings a month. All teachers are required to attend faculty meetings unless excused by their building principal. Excused teacher(s) shall assume full responsibility for ascertaining and complying with that which was discussed at the faculty meeting.

**Section 6. Other Meetings and Responsibilities.** Nothing herein contained shall be construed to relieve teachers of their obligations to attend and participate in building meetings, departmental and/or vertical coordination meetings, and other meetings (i.e., grade level, special education, art, music, physical education, etc.) and programs called by members of the Administration. The number of said meetings shall not exceed two (2) per month and shall be in addition to any meetings scheduled pursuant to Section 5.

**Section 7. Teacher Conferences with Parents and Students.** Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents and/or students is recognized as a teacher's professional responsibility which may result in the expenditure of time beyond a teacher's normal day.

**Section 8.** The Board and the Union recognize and agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of time beyond classroom duty hours.

**Section 9. Teacher Lunch Periods.** All teachers shall have a minimum of twenty-five (25) minutes duty-free uninterrupted lunch period.

**Section 10.** When a decision is made to close the schools of the district because of an Act of God, as defined by the Department of Education, public notice of such decision shall be given as soon as possible. Employees shall not be required to report to work/engage in work for the period of time for which the state allows days to be forgiven.

If the number of days goes beyond the number of days in which the state allows forgiveness, teachers may not be required to report to work, but shall be required to engage in remote work/virtual learning, as directed by the Employer.

**Section 11.** In compliance with Section 1526 of PA 335 (1993), the Employer has the responsibility to establish a new teacher mentoring process. The mentor teacher program may utilize tenured teachers of the bargaining unit who do so voluntarily and without compensation and are not in any way involved in the evaluation of the new teacher.

**Section 12.** Tube feeding and catheterization will be performed by teachers on a strictly voluntary basis. Training, when necessary, shall be provided.

**Section 13.** If a special education summer program is mandated by the State, in order to meet a certain number of instructional days/hours, it shall be implemented according to the following:

- (a) The District will request volunteers yet has the right of placement.
- (b) Compensation will be \$32 per hour.

**Section 14. School Counselors.** School counselors will have extra duty days not to exceed four (4) days prior to the beginning of the school year and two (2) days after the end of the school year. Compensation time will be credited for those days and may be used at the discretion of the employee with mutual agreement by administration and union.

## **ARTICLE IX - VACANCIES**

**Section 1.** Notices of all administrative vacancies up to and including the level of Building Principal, and the qualifications for each vacancy, shall be posted prior to the appointment of any persons to fill such vacancies, except when a particular vacancy is filled by the transferring of an employee already on the administrative staff. The Board specifically reserves the right, however, to appoint any person, from within the system or without, to any administrative post.

**Section 2.** A teaching vacancy shall occur when:

- (a) The Board creates a new position.
- (b) A teacher is terminated and the termination is either upheld or uncontested.
- (c) The Board accepts the resignation of a teacher.
- (d) A teacher is granted a leave of absence for a period of one semester or longer.
- (e) A teacher is permanently transferred from a position and the Board wishes to fill that position.

**Section 3.** If a vacancy occurs during the school year, the Union will be notified within two (2) weeks of the vacancy.

## **ARTICLE X - TEACHER ASSIGNMENTS/REASSIGNMENTS**

**Section 1.** Teachers, except those newly employed, shall be given their tentative September teaching assignments in writing as soon as possible, but no later than August 1 each year.

If a teacher's assignment is changed following notification, he/she will be informed of his/her new assignment as soon as possible.

No teacher will be reassigned after the opening of school without the principal first discussing the proposed reassignment with the teacher involved. Upon the teacher's request, during the discussion, a second meeting will be scheduled at which the teacher may be accompanied by a Union representative and/or any other teacher from that building.

**Section 2.** A teacher shall be transferred to another building against his/her wishes only after there has been a meeting between the teacher involved and the Superintendent or his/her designee. The Superintendent and a Union representative will confer in advance of any involuntary transfer of a teacher from one building to another after the opening of school. The conference will be for the purpose of mutually examining the problem giving rise to the need for transfer. However, the Superintendent's decision shall be final.

## **ARTICLE XI- TEACHING CONTRACTS**

The provisions of the Michigan Teacher Tenure Act shall be followed for all teacher contracts where such Act is applicable.

## **ARTICLE XII – TEACHER RESIGNATIONS**

**Section 1.** A teacher shall not discontinue his/her services with the Board except by mutual consent without giving at least sixty (60) days written notice before September 1 of the ensuing school year.

**Section 2.** Any violation of this Article shall become a part of the personnel record of the teacher.

**Section 3.** It shall be considered a breach of contract for a teacher to discontinue his/her services during a school year for any reason whatsoever without the mutual consent of the teacher and the Board.

**Section 4.** A teacher who has left the employment of the Board either by dismissal or resignation shall forfeit all accrued rights and privileges.

**Section 5.** In the event of reemployment, such employment shall be considered as new and beginning and the individual may be granted credit for previous experience at the discretion of the Superintendent in accordance with existing policy.

### **ARTICLE XIII- EMPLOYEE DISMISSALS AND DEMOTIONS**

**Section 1.** Any reprimand, discipline, demotion, or dismissal of an employee not covered by the Tenure Act shall be for just cause. All employees not covered by the Tenure Act shall serve a one (1) year probationary period beginning from their date of hire. Employees on probation may not arbitrate grievances relating to reprimands, discipline, demotion, or dismissal.

**Section 2.** An employee, if he/she so chooses, shall be entitled to have a Union representative present at any investigatory meeting that the employee reasonably believes may lead to disciplinary action. This shall not obligate the employer to allow the presence of a Union representative at a meeting scheduled for the sole purpose of implementing a discipline.

### **ARTICLE XIV- HEALTH EXAMINATIONS**

**Section 1.** After a job offer has been made, a new employee must successfully pass a physical examination as a condition of his/her employment. This shall be at no cost to the employee and before the employee assumes his/her teaching duties. The contract for employment shall be nullified and canceled in the event the employee fails to pass the examination for his/her essential job function.

### **ARTICLE XV- INJURY**

**Section 1.** In the event an employee is injured and is eligible for Worker's Compensation, the weekly compensation required by the Act shall be paid by the Board at the time accumulated sick leave has been exhausted unless the employee, at the time of his/her injury or disability, requests to retain his/her accumulated sick leave and accept weekly compensation as provided in the Act. In no event shall an employee be paid simultaneously in whole or in part Worker's Compensation benefits and accumulated sick leave benefits.

**Section 2.** If an employee is physically attacked (as opposed to accidental injury) by another person and injured to the extent that he/she cannot perform his/her teaching duties or if he/she is so injured while directly exercising or attempting to exercise student control, the Board will supplement worker's compensation payments so as to provide income protection equal to but not to exceed one hundred percent (100%) of an employee's take-home pay (gross pay minus income and social security tax deductions). This shall also include teachers/ employees who are injured while performing physical acts necessary for the safety, instruction, and/or health of students.

Such income protection is a supplement to worker's compensation and the two added together shall equal but not exceed one hundred percent (100%) of an employee's daily rate of pay, less tax deductions, for his/her regular contracted teaching duties. Such income protection payment shall not exceed a period of one hundred eighty (180) calendar days during which school is in session. No income protection payments shall be made for any period when school is not in session or for any period during which the employee is eligible to receive long-term disability payments pursuant to this Agreement. In order to be eligible for supplemental payment, the injury must have occurred while exercising the employee's duties and responsibilities in the normal course of employment during the school day or while performing scheduled duties at a sanctioned school function or activity.

**Section 3.** The Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

## **ARTICLE XVI- SICK LEAVE**

**Section 1.** An employee shall be allowed leave for sickness, disability, and family illness of immediate family, at the rate of one (1) day for every month worked, and one (1) day at the start of the first semester, and one (1) day at the start of the second semester with an accumulation of a total of twelve (12) days within a school year.

**Section 2.** Family and Medical Leave Act (FMLA) time shall be used for all eligible disabilities, illnesses, sickness, or other leaves for which an employee is required to be absent for a period of five (5) days or more. An employee shall be required to complete the required paperwork for all FMLA-eligible disabilities, illnesses, sickness, or other leaves of five (5) days or more. An employee shall be required to use accrued leave time for his/her own FMLA-eligible disabilities, illnesses, or sickness that are five (5) days or more in duration. The Employer shall use the rolling backwards calendar method to determine eligibility for use of FMLA time.

**Section 3.** After a beginning employee has taught one month, he/she will be eligible for his/her full sick leave for the first year.

**Section 4.** After his/her first year of employment, an employee will be immediately eligible for sick leave amounting to his/her allotment for the current year plus any days accumulated from previous years.

### **Section 5.**

(a) In the event an employee works less than his/ her regular service year, his/her sick leave shall be prorated for that year.

(b) In the event a staff member terminates his/her employment, he/she shall reimburse the Employer for any overpayment of sick leave which may have been made or the Employer may deduct such overpayment from the final salary check or retirement benefit.

**Section 6.** Credit shall be given an employee at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness and any unused personal business days may be accumulated to an aggregate total of one hundred eighty (180) days. The base date from which all such service accumulations shall begin is August 15 of each year.

**Section 7.** Every employee who has been in the Wyandotte School System five (5) consecutive years shall receive five (5) additional sick leave days one time only, except that the maximum accumulation shall not exceed that stated in Section 6 immediately.

**Section 8.** When an employee's sick leave allowance is computed at the beginning of any year, the excess over his/her maximum shall be permanently discarded and shall not be restored to his/her accumulation of unused days.

**Section 9.** No payment shall be made for any unused leave for illness accumulated by any employee at the time of his/her resignation, dismissal, leave of absence, retirement or death.

**Section 10.** No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when employees would normally be expected to be on duty.

**Section 11.** When an employee returns to duty from an extended absence due to an injury or illness, his/her physician's written recommendation will be provided.

### **ARTICLE XVII- TEMPORARY ABSENCE**

An employee shall notify the employer through a central call-in system of anticipated or unanticipated absences by 6 am of the day of the absence. If an employee calls after 6 am on the day of absence, he/she must call the building administrator directly.

Failure to give the proper notification without good cause may result in the loss of one-half (1/2) day's salary.

### **ARTICLE XVIII- PERSONAL BUSINESS**

**Section 1.** For the transaction of personal business, there shall be an annual allotment not to exceed three (3) days with pay which if not used may be added to the accumulated sick leave days in accordance with Article XVII. When a personal business absence will immediately precede or immediately follow a vacation period, holiday, or day of school dismissed by the Board, the teacher shall not receive personal business pay allotment unless prior permission has been obtained from the Superintendent or his/her designee. However, such absences shall not be used for vacations or recreational purposes.

**Section 2.** A teacher who is required to appear in court on matters directly related to school employment shall not have such days charged against his/her sick leave or personal business days.

In the event a teacher is testifying against the School District, or is a party to such a suit, he/she shall not be paid for the days involved nor shall such days be chargeable to sick leave or personal business days.

In the event a teacher is in court because of an alleged assault by him/her upon another person and is eventually convicted, the absences will be charged against personal business days.

### **ARTICLE XIX- BEREAVEMENT AND FUNERAL LEAVE**

The Bereavement and Funeral Leave form will be completed by the employee and given to the building administrator for approval. If the employer suspects abuse, employees may be required to provide a letter to verify attendance and relationship.

**Section 1.** Employees shall be allowed five (5) days off with pay for the death of a spouse, child (natural, step, foster, adopted), mother, father, brother, sister, and legal dependent residing in the employee's household.



**Section 2.** Employees shall be allowed three (3) days off with pay for the death of a grandparent, grandchild, legal guardian, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

**Section 3.** Employees shall be allowed one (1) day off with pay for the death of an aunt, uncle, niece, and nephew.

**Section 4.** An employee that travels a minimum of one hundred (100) miles shall be allowed one (1) additional day with pay in addition to those days delineated in Sections 1, 2, and 3.

**Section 5.** An employee that travels two hundred (200) miles or more shall be allowed two (2) additional days with pay in addition to those days delineated in Sections 1, 2, and 3.

## **ARTICLE XX- LEAVES OF ABSENCE**

**Section 1. Advanced Study.** Upon recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, preferably the second semester, without pay and without increment in the schedule, and subject to extension at the discretion of the Superintendent and Board, for advanced study as a regular full-time student in an educational institution of recognized rank. However, a teacher shall be given a salary increment upon his/her return to duty if he/she participated while on leave as a full-time student in a government program which was given without academic credit.

**Section 2. Travel and Work Experience.** Upon the recommendation of the Superintendent of Schools, the Board may grant a leave of absence, without pay and without increment in salary schedule, for cultural travel or work experience related to education. Such a request shall be made to the Superintendent in writing.

**Section 3. Personal Illness.** Upon the recommendation of the Superintendent, the Board shall grant a leave of absence to an instructional employee who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a qualified physician. Such leave of absence shall be without increment and without salary except as the provisions of cumulative sick leave apply.

**Section 4. Physical and Mental Causes.** Extended health leave due to physical or mental causes not falling within the cumulative sick leave policy shall be granted without pay to instructional personnel upon the recommendation of the Human Resources Director and upon the approval of the Board. The attending physician shall send separately to the Human Resources Director a written diagnosis. Such health leave may be considered for renewal annually upon the written stipulations given in the preceding statement. No salary increment shall be recognized for such leave.

**Section 5. Care for a Sick Member of Immediate Family.** Leave without pay or salary increment may be granted for not more than two (2) semesters to instructional personnel for care of sick members of the immediate family. Sufficient proof that such leave is necessary, such as certification by the attending physician, must be submitted to the Superintendent of Schools before

such leave will be granted. Under extenuating circumstances this leave may be extended by the Superintendent for up to two (2) additional semesters.

**Section 6. Pregnancy and Child Care.** Any teacher who becomes pregnant or requires time off for post-childbirth child care immediately following pregnancy or post-adoption child care shall be eligible for a leave of absence subject to the following terms and conditions.

(a) A physician's note indicating when the employee becomes disabled due to the pregnancy will be required when the employee wishes to take sick leave on a continuous basis until the birth of the child. The physician's note shall also estimate how long the disability will last after the birth of the child.

(b) If an employee desires a post-childbirth leave or adoption leave of absence for child care purposes, the employee must make written application for such leave at least thirty (30) days prior to the expected date of birth or adoption. A child-care leave shall be for the balance of the school year immediately following the date of the childbirth or adoption. Should an expected child not live or not be available for adoption, the Board, after thirty (30) days following the employee's written request to return to work, shall employ the teacher for the unused portion of the leave in any vacant teaching position which is open or filled by a day-to-day substitute, provided the employee is certified to teach such position.

A child care leave may be extended, at the discretion of the Board, for a period of one (1) additional school year upon a written request for such extension filed with the Superintendent prior to March 30. Upon the request of the employee filed with the Superintendent prior to March 30, the Board, in its discretion, may further extend the leave for one (1) additional school year. The total amount of time used for child care leave may not exceed two (2) years.

(c) A teacher given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth parental care shall be without salary and without increment.

**Section 7. Military.** Military leaves shall be subject to such conditions as may be established by Federal or State laws or the action of the Board.

**Section 8. Involuntary.** Upon the recommendation of the Superintendent and upon the approval of the Board, the Superintendent may request in writing that any member of the instructional staff submit to a physical or mental examination, the results of which may be used in determining involuntary leave, which shall be without pay or increment except as provisions of cumulative sick leave provide to the contrary. When such examination is requested, a report of three (3) physicians shall be required. One physician shall be selected by the employee, one by the Board, and a third shall be mutually agreeable to both parties. The Superintendent may make such additional requests at no less than thirty (30) day intervals if it is deemed essential to the welfare of the School System. In the event any teacher is to be placed on involuntary leave the matter shall be discussed with the Union unless the teacher requests that such matter be kept confidential.

**Section 9. Peace Corps and Teacher Corps.** The Board at its discretion may grant a leave of absence for up to two (2) years without pay to any teacher whose work is satisfactory who joins the Peace Corps or the Teacher Corps as a full-time participant in the program. Any re-enlistment shall be considered a resignation by the employee.

**Section 10. Public Office.** The Board at its discretion may grant a leave of absence not to exceed four (4) years without pay to any teacher to campaign for, or serve in, public office. This leave will be without pay and without increment on the salary schedule.

**Section 11.**

(a) **Union Business.** Teachers who are officers of the Union or are appointed to its staff may, upon proper application, be given a leave of absence not to exceed one (1) year without pay but with increment on the salary schedule for the purpose of performing duties for the Union. Not more than two (2) teachers shall be on such leave at any one time.

(b) **Union Days.** The Board shall provide thirty (30) days for the Union to be used for its members involved in Union business. The Union President must approve use of a Union Business Day before approval is provided by the Superintendent. The Union may purchase up to five (5) additional days at substitute rate for any of its members involved in Union business. No one teacher may use more than ten (10) such days.

**Section 12. Jury Duty.** A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. These days shall not be charged against sick leave or personal business days.

**Section 13. Special Leave.** In those special cases where a teacher has need for a short-term leave without pay and a situation is not covered by the regular leave policy, requests shall be made directly to the Superintendent. If the request is denied, the reasons for doing so will be given if requested.

**Section 14.** Only teachers who have acquired tenure in this system are eligible for leaves of absence under Sections 1, 2, 6(f), 9, 10, and 11 (a) of this Article.

**Section 15.** A teacher while on a leave of absence under this Article shall not be entitled to credit for increments unless such credit is otherwise specifically provided. Seniority shall not accumulate for the period of such leave.

**Section 16. Job Sharing.** Teachers may volunteer to participate in Job Sharing, with two teachers completing one full time position (40%/60% or 50%/50%), or weekly, and/or part-time employment, such as part-time daily or weekly contracts, depending on the level, program, and the best interest of students, in order to accommodate less than full-time teaching responsibilities. Part-time teachers shall be awarded all rights and benefits, including seniority, of the Master Agreement on a prorated basis, depending on the percentage of work contracted for the year.

## ARTICLE XXI- SABBATICAL LEAVE

Sabbatical leave may, upon the Superintendent's recommendation, be available to instructional personnel under the following conditions:

(1) Not more than two percent (2%) of qualified and eligible employees may be granted such leave in any one year.

(2) The application shall be in writing and state information or purpose, specific plans, and program to be pursued.

(3) The Superintendent will ordinarily approve applications in the order of submission dates; however, he/she may deviate from this if in his/her judgment it would work a hardship upon the system.

The Superintendent may refuse to approve an application if, in his/her judgment, the planned program is less than full time or is inadequate or inappropriate.

(4) Sabbatical leave shall not exceed the equivalent of a school year of forty (40) weeks. If extenuating conditions suggest that such leave be divided into two (2) discontinuous half-year school periods of twenty (20) weeks each, the approval of the Superintendent will be necessary.

(5) One (1) year of sabbatical leave may be granted after seven (7) years of satisfactory professional service in the Wyandotte Public School System. In the event a request for a sabbatical leave, regardless of its length, is granted, another request for a sabbatical leave from the same employee shall not be considered until the passage of another seven (7) years of continuous professional service in this system.

(6) Such leave may be granted provided that the employee agrees to return to the Wyandotte Public School System for a period of not less than two (2) years after completion of the leave.

(7) Upon completion of sabbatical leave, the employee shall present to the Superintendent's satisfaction evidence of completion of the planned program submitted under Section 3 of this Article.

(8) An employee on sabbatical leave shall be paid one-half (1/2) the salary being received by him/her at the time such leave is granted. Said sum shall be payable to the employee in accordance with regular payroll procedures established by the Board.

Any employee who is granted a sabbatical leave must furnish the Business Office with a written statement setting forth the length of the leave, address where the employee's payroll check is to be mailed, and such other information as the Business Office deems pertinent.

(9) An employee who is granted a sabbatical leave must, as a condition of the leave, execute a promissory note payable to the Board in the amount of the salary to be received by the employee while on sabbatical leave and bearing a due date of the first day of the semester following

the completion of the sabbatical leave. If the employee fails to return and teach as scheduled for a full year following the completion of the sabbatical leave, as required by Section 6 above, the full value of the note shall come due on either the first day of the semester following the completion of the sabbatical leave or the day the employee leaves the employ of the Board, which-ever is applicable. If the employee fails to teach a second full year following the completion of his/her sabbatical leave, as required by Section 6 above, then one-half (1/2) of the face amount shall be forgiven, but the remaining one-half (1/2) shall become due on the day the employee leaves the employ of the Board.

(10) The salary increment shall be recognized during sabbatical leave.

(11) Sabbatical leave shall be limited to full-time graduate study in a recognized university. "Full-time", shall be at least twelve (12) semester hours per semester or eighteen (18) term hours per quarter.

(12) Sabbatical leave shall be limited to persons who hold a Master's degree.

(13) In the event a person on sabbatical leave terminates his/her planned program prior to its completion, he/she shall forfeit all rights associated with the sabbatical leave and with this Article, and this termination of program shall, at the Board's discretion, constitute an immediate resignation from this School District by the employee. However, the termination of the planned program will not constitute an immediate resignation if it is unavoidable because of the death or disability of the teacher on leave or of a member of his/her immediate family, or if it is impossible to take the planned program because of the cancellation of required courses.

#### **ARTICLE XXII- EMPLOYMENT WHILE ON LEAVE OF ABSENCE**

Any employee who accepts regular employment equivalent to half-time or more while on leave of absence shall be considered to have resigned effective at the time he/she accepts such employment.

However, this Article shall not apply to leaves of absence for military, Peace Corps, public office, or Union service as defined in Article XXI.

Further, this Article may be waived in individual instances by the Board. "Half-time" employment is defined as payment at one-half (1/2) the rate ordinarily paid by the employer to persons with similar training and experience who are employed fulltime for this or similar work.

#### **ARTICLE XXIII- RETURN TO DUTY AFTER ABSENCE**

**Section 1.** In the event the salary schedule for the system is changed while an employee is on leave of absence, his/her basic salary shall be changed accordingly upon his/her return to duty.

**Section 2.** An employee who is returning from a leave of absence that results from personal illness, or physical or mental causes, shall, before resuming his/her normal duty, file with his/her principal or supervisor, certification from the school physician that he/she is fit to return to work.

**Section 3.** Prior to the completion of a leave of absence of one (1) semester, an employee must indicate, in writing, a desire to return to duty, sixty (60) days prior to the date the leave is to expire.

Where the leave of absence is for a period longer than one semester the employee must indicate, in writing, a desire to return to duty prior to the last Friday in March in the school year in which the leave is to expire. Failure to give notice required by this section or a refusal by the employee to accept a position offered and for which he/she is qualified, shall, at the discretion of the Board, terminate his/her employment.

## **ARTICLE XXIV- STUDENT DIRECTION AND EMPLOYER - EMPLOYEE RESPONSIBILITY**

**Section 1.** The Employer and the Union understand that employees are individually different in their relative teaching skills, experience, academic preparation and emotional development, and at times may need assistance and support in achieving the desired classroom atmosphere. The Employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

**Section 2.** The Employer shall promulgate rules and regulations concerning the disciplining, suspending or expelling of students for misbehavior. Such rules and regulations shall be distributed to employees and students.

**Section 3.** The Employer and Union recognize that behavioral problems sometimes arise regardless of the teaching environment. The development of a healthy learning atmosphere, including the maintenance of adequate discipline, is the responsibility of both the employees and the administrators with the employees responsible generally for direct classroom operation and control and the administrators for providing assistance and support to employees as needed. In discipline matters, each pupil shall be dealt with justly and considerately.

**Section 4.** It is the responsibility of an employee to report unusual and serious discipline matters to the proper administrator and to initiate referral of pupils to Special Services when such is deemed appropriate. In meeting this responsibility, an employee may find it necessary to send a student to the office for disciplinary reasons, in which event, an explanation of his/her offense shall be given the principal or assistant principal by the employee.

**Section 5.** It is the responsibility of the principal to provide the necessary support to an employee confronted with a serious discipline problem and to facilitate the processing of pupil referrals. The principal is responsible for the development of reporting and referring procedures for the use of employees in each building.

Should a serious disciplinary problem occur, the employee may direct the student involved to report to either the counselor's office or the principal's office for the balance of the period or class. The employee shall notify the principal immediately of the problem and shall promptly furnish a written report of the incident on forms provided by the Employer. The principal shall determine what further action, if any, shall be taken. The principal or counselor shall furnish the employee with a written notice that he/she has seen the student before the student shall be permitted to reenter the class.

Either the employee or the principal may initiate a conference regarding the student for the purpose of improving the teaching situation through identification of causal factors relating to the disciplinary problem and the development of a remedial course of action if one is warranted. The conferences will be conducted in an appropriate manner and place with available information about the student used in a discreet and confidential manner. At the option of the principal, either the student and/or his/her parents may attend the conference. Information about a student or his/her home which is obtained by the employee shall be kept confidential. The employee shall be informed of any remedial action that the principal determines to be appropriate as a result of the conference.

**Section 6.** The Employer will assist any employee who is the victim of an attack by a pupil or adult directly related to his/her employment by the Employer, except that the Employer may choose not to do so in the event it is clearly demonstrated that the employee committed a major error in judgment.

The Employer will provide liability insurance coverage of \$1,000,000 as protection against possible negligence suits against its employees. This insurance coverage is for the purpose of meeting the costs involved in a legal defense of a negligence suit against an employee or in a possible court award against an employee directly related to his/her employment by the Employer, and in no event will the Employer assume any obligation, specific or inferred, to meet such costs or awards other than to provide insurance coverage as described above. It is clearly agreed that the purpose of this coverage is to provide supplemental insurance protection to that provided by membership in the employee's professional organization and that the coverage provided by the Employer's policy will begin after that provided by membership in an employee's professional organization has been exhausted.

**Section 7.** The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values often can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and student is encouraged within the limits of good taste and the maturity levels of the pupils. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Nothing in this section should be interpreted to modify the basic principal that teachers acting in their official capacity are representatives of the School District and teachers should act with that understanding.

## **ARTICLE XXV- EMPLOYEE CONFERENCES**

**Section 1.** An employee may request a conference with his/her immediate supervisor for the purpose of discussing a professional problem or need.

### **Section 2.**

(a) Special conferences may be arranged between the Superintendent of Schools and the Union, represented by the District Director, or his/her designee and other Union members, upon mutual agreement of the Superintendent and the Union.

(b) Arrangements for such special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Items taken up shall be confined to those included in the agenda.

(c) The Superintendent or the Union, or both, may bring special consultants or advisors to such meetings.

**Section 3.** The time limitations provided for in Article VI, Grievance Procedure, shall not be altered, suspended or waived because of a special conference.

**Section 4.** Nothing in this Article will prohibit informal conversations on matters covered by this Article.

## **ARTICLE XXVI- PERSONNEL RECORDS**

**Section 1.** An employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be in the presence of the Administrator responsible for the safekeeping of these files.

**Section 2.** Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment, are specifically exempted from review. The administrator shall, in the presence of the employee's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the employee. The employee's representative may identify the specifically-exempted material as to its date or origin, but shall not be permitted to read or review the material itself.

**Section 3.** Prior to placing a written complaint in an employee's personnel file, the employee shall be given opportunity to see a copy of the written complaint. The employee shall have the right to respond in writing to such complaints. If requested by the teacher, said response will be placed in the employee's file.

**Section 4.** All material placed in the files must have the date and have affixed the signature of the writer or other proper identification as a source.

The permanent records for employees of the School District shall be kept in the Human Resources Office. The Union shall be notified of any change in location of these files.



## ARTICLE XXVII- SUPREMACY OF CONTRACT

**Section 1.** This Agreement shall supersede any rule, regulation or practice of the Board which may be contrary to or inconsistent with its terms.

**Section 2.** The Board agrees that the provisions of any individual teacher contract shall be subordinate to those of this Agreement.

**Section 3.** If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XXVIII- GENERAL

**Section 1.** The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform the duties of his/her employment. Further, the Union shall not cause, engage in or sanction any sit-ins, or other such demonstration of the Wyandotte School District, or similar activities.

**Section 2.** The Board shall have the right to establish reasonable rules and regulations consistent with the terms of this contract.

**Section 3.** The Board shall have the right to medically investigate any employee's absence which is reported as being for medical reasons.

### **Section 4.**

(a) The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as expressly limited by this Agreement.

(b) Subject to the express provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the School District and its professional staff under governing law, ordinances, rules and regulations--Municipal, State and Federal.

**Section 5.** If the District applies for a waiver/deviation from the special education rules and regulations, and if it will have a negative impact on the employee's workload, the union will be consulted and given reasons for such application.

**Section 6.** Any new employee will be required to pay for his/her fingerprinting as required by law for employment.

## ARTICLE XXIX- SALARIES

### Section 1.

(a) The salary schedules covered by this agreement for the school years are listed in Appendix A.

(b) The "base salary" shall be that which is established for a full certified teacher with a Bachelor's degree and no earned increments as stated in the prevailing salary schedule.

(c) Sixty-two dollars (\$62) will be paid to persons with Bachelor's but not Master's degrees for each semester hour earned beyond those necessary for meeting permanent certification requirements; however, no payments will be made for the first eighteen (18) hours completed beyond the Bachelor's degree or in excess of a total of twenty-two (22).

Transcripts substantiating the completion of these hours must be submitted to the Superintendent or his/her designee by October 15. This payment will be divided equally among a teacher's contract payments.

Payment for these hours earned beyond the Bachelor's degree will terminate upon a teacher being placed on the Master's salary schedule.

(d) Sixty-six dollars (\$66) will be paid to persons with Master's degrees for each semester hour earned beyond the Master's degree, up to a maximum of thirty (30) semester hours.

(e) Completion of hours or an advanced degree must occur prior to the beginning of the current school year. In addition, evidence of completion must be provided by October 15<sup>th</sup> of the current school year in order to receive the compensation delineated above. Any evidence provided after October 15<sup>th</sup> shall be compensated the following school year.

Evidence of completion must be made by October 15 and payment will be as in Section 1.

Payment will be made only for those hours earned after a person has become fully certified and no hours which are necessary to meet permanent certification requirements will be accepted.

For example, only, a person with a Master's degree but who is not fully certified would neither be placed on the Master's schedule nor paid for those hours subsequently earned to meet certification requirements; however, a teacher will be placed on the Master's schedule if it is an approved degree, and additional hours earned in accordance with this Article shall be recognized for additional payment.

All hours submitted for consideration for extra payment beyond the Master's degree shall be approved in advance by the Superintendent or his/her designee.

(f) Teachers who earn certain advanced degrees in relevant areas that represent an upgrading of professional skills shall receive the following additional amounts per year:

Specialist Degree	\$2,000
Ed.D.	\$3,000
Ph.D.	\$4,000

(g) Teachers who agree to be School Improvement building chairpersons will receive an additional stipend of \$750; if two or more people co-chair school improvement in one building, the stipend will be split among them.

**Section 2.**

(a) A death benefit in the amount of \$40,000 will be provided by the Board for those teachers who are under contract with the Board.

Should the death of a teacher result from accidental causes, as defined in a standard life insurance contract, then \$40,000 shall be added to the above-mentioned death benefit.

This benefit shall not be applicable to newly hired teachers until they have actually commenced work and shall not be applicable to teachers on leave of absence (except that persons on a leave of absence for personal business for ten (10) days or less shall be covered and except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed). All death benefits under this section will be prorated for employees with less than full-time assignments.

(b) The Board and Association agree to the medical, dental, vision, life and LTD insurance listed in Appendix E.

There shall be no more than one Board provided health insurance policy for one household. In any household where an employee elects to waive Board provided health insurance in writing or an employee is not eligible for such insurance, the Board shall contribute a total of \$100 per month to the employee. An additional \$300 per year will be contributed to unit members who are not eligible for health insurance under this provision.

(c) The Board shall implement flexible spending accounts for teachers on the same basis as such accounts have been implemented for other bargaining units within the District. The flexible benefit program will cease if it adversely affects the nontaxable status of other fringe benefit programs.

(d) The employer will enter into a good faith discussion regarding benefits, insurance, co-pays, etc. prior to the annual open enrollment period.

**Section 3.** An individual serving ten(10) consecutive years within the WEA unit and eligible for retirement due to age, years of service, or medical reasons, shall receive fifty percent (50%) of their accumulated sick time, at their current per diem rate, to a maximum as follows:

- 2021-2022 - \$15,000.
- 2022-2023 - \$18,000.
- 2023-2024 - \$20,000.

Eligibility for the above payment requires irrevocable notice to district no later than March 1<sup>st</sup> for a June retirement or September 1<sup>st</sup> for an end of first semester retirement. The calculation for this payment will be based on the remaining sick day balance as of the last day of school. Payment will occur on the last pay date in June.

In the event of death of an employee, at any time, payment of the amount delineated above, shall be made to the estate of the employee.

Any teacher who receives the payment delineated above shall only be eligible for the payment one (1) time.

**Section 4.** Teachers absent without pay on a day immediately preceding or immediately following a vacation period, holiday or day of school dismissed by the Board shall not be paid for the paid non-duty days except as may be expressly provided for to the contrary elsewhere in this contract. A teacher losing such pay may appeal to the Building Principal the loss of pay in the event the cause was an unforeseen and unavoidable emergency.

**Section 5.** A teacher who voluntarily gives up his/her regular preparation period to teach an extra class on a regular basis for thirty (30) school days or more shall be compensated for such extra teaching in an amount equal to one-fifth (1/5) of the daily rate of his/her annual salary (e.g., divide annual salary by teaching days and take one-fifth of the resultant figure) for each such class period.

**Section 6.** Teachers who give up their regular preparation period to teach an extra class on an occasional basis will be compensated at the following rates:

Up to 30 Min.	31-60 Min.
\$25	\$40

Whenever a teacher gives up his/her regular preparation period to cover a class in order to accommodate the "convenience" of an absent teacher or the absent teacher fails to report his/her absence with sufficient promptness, such payment shall be deducted from the absent teacher's salary.

ARTICLE XXX- DURATION OF AGREEMENT

This Agreement shall be in effect for a period of 3 years, from August 1, 2021 through July 31, 2024 and shall continue in effect from year-to-year thereafter unless written request to modify or terminate is delivered by either party to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to July 31, 2024.

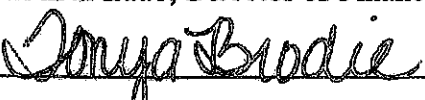
IN WITNESS WHEREOF, the Board and the Union have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

SCHOOL DISTRICT OF THE  
CITY OF WYANDOTTE

WYANDOTTE EDUCATION ASSOCIATION

  
Catherine Cost, Ed.D., Superintendent

  
Kenneth Laub, Director of Finance

  
Tonya Brodie, Director of Human Resources

  
Keith Loya, President

  
Amanda Southward, Vice President &  
Negotiations Chairperson

  
Sue Brennan

  
Brett Greene

  
Troy Scott, Executive Director

**APPENDIX A**  
**SALARY SCHEDULES**

**Section 1.** Step increases will be granted for all employees covering 2021-22SY, 2022-23SY and 2023-24SY.

**APPENDIX A - WEA SALARIES**

	2021-22		2022-23		2023-24	
	BA	MA	BA	MA	BA	MA
1	\$41,901.60	\$45,614.40	\$42,739.63	\$46,526.69	\$43,594.42	\$47,457.22
2	\$43,302.48	\$46,792.72	\$44,168.53	\$47,728.57	\$45,051.90	\$48,683.15
3	\$46,463.04	\$51,024.48	\$47,392.30	\$52,044.97	\$48,340.15	\$53,085.87
4	\$49,221.12	\$54,737.28	\$50,205.54	\$55,832.03	\$51,209.65	\$56,948.67
5	\$51,979.20	\$58,450.08	\$53,018.78	\$59,619.08	\$54,079.16	\$60,811.46
6	\$54,949.44	\$62,162.88	\$56,048.43	\$63,406.14	\$57,169.40	\$64,674.26
7	\$57,601.44	\$65,981.76	\$58,753.47	\$67,301.40	\$59,928.54	\$68,647.42
8	\$60,465.60	\$69,906.72	\$61,674.91	\$71,304.85	\$62,908.41	\$72,730.95
9	\$63,435.84	\$73,619.52	\$64,704.56	\$75,091.91	\$65,998.65	\$76,593.75
10	\$66,300.00	\$77,438.40	\$67,626.00	\$78,987.17	\$68,978.52	\$80,566.91
11	\$69,482.40	\$81,151.20	\$70,872.05	\$82,774.22	\$72,289.49	\$84,429.71
12	\$78,491.92	\$93,880.80	\$80,061.76	\$95,758.42	\$81,662.99	\$97,673.58

## **APPENDIX B(1)—EXTRA DUTIES and ACTIVITIES**

**Section 1.** The Board will make available compensatory pay for extra duties and activities. Any and all such payments shall be limited to the express and specific provisions of this Appendix of the Master Agreement.

**Section 2.** Compensatory pay shall replace all compensatory time for every activity included in Section 5 and for every activity which qualified for payment under Section 6, subject to the qualifications and limitations of Sections 7, 8, 9, 10 and/or 11.

**Section 3.** Extra duties and activities for which compensatory pay is given shall not be deemed a part of the “normal work assignment” or “normal teaching hours.” In determining compensatory pay, only those hours given in excess of a normal work assignment and either before or after normal teaching hours may be considered. Further, compensatory pay shall not be provided for activities which are contractually obligatory or professionally expected (as for example only, parent-teacher conferences, meetings of Parent-Teacher Organizations or similar parent-teacher organizations, building and system-wide staff meetings, and in-service training programs attended on a voluntary basis).

A “normal work assignment” shall be determined in accordance with Article VIII, Sections 2-4 of this Agreement, with the understanding that each full-time middle school and high school teacher shall have one preparation period daily (when students are in attendance) except where such period is surrendered under the provisions of Article XXX, Sections 5-6 of this Agreement.

**Section 4.** For other extra work which has been assigned and/or approved by the building principal, a teacher shall be entitled to additional compensation as provided for in Sections 5 and 6 of this Appendix, subject to this Appendix’s conditions and restrictions.

**Section 5.** The following (page 31) pay schedules for members of the bargaining unit represents the compensatory pay schedule for the bargaining unit.

**Section 6.** A teacher assigned extra-curricular responsibilities other than those listed in Section 5 may qualify for extra compensation providing these responsibilities require a time expenditure (approved by the principal) in excess of twenty (20) clock hours in accordance with Section 3 of this Appendix.

The hourly rate of compensation for hours approved as being in excess of twenty (20) is ten dollars and fifty-two cents (\$10.52).

**Section 7.** Extracurricular duties may be assigned without compensatory pay if performed as a part of the normal work assignment as defined in Section 3 of this Appendix.

**Section 8.**

(a) Acceptance of any extracurricular duty or assignment shall be strictly voluntary; provided, however, that a person who accepts such duty or assignment shall not resign therefrom during the school year except for good reason.

(b) If no qualified applicant is available from within the bargaining unit, the Board may employ an individual from outside the unit for extracurricular duty or assignment.

**Section 9.** Every extracurricular assignment shall be without tenure. An individual shall not be removed from an extracurricular assignment and replaced except for just cause. Any extracurricular assignment may, however, be eliminated or discontinued whenever in the judgment of the administration such elimination or discontinuance is in the best interest of the School District. The Board shall have the right to not fill any extracurricular duty or assignment.

**Section 10.** Compensatory pay as provided for in this Appendix B(1) is restricted to extracurricular assignments that are performed within the regular September-June school year, except that any pre-September activity, such as football and cross country, shall be performed as needed and without additional compensation except as expressly provided for in Section 5 of this Appendix. Extra-curricular assignments shall not be a part of a teacher's regular contract.

**Section 11.** Records of extracurricular assignments and hours shall be the responsibility of the building principal. All hours accumulated for payment and approved by the principal must be submitted to the Payroll Department no later than the last Friday of the regular school year.

Payments shall be made by mail as soon thereafter as is practicable, with a record of the individual payments being sent to the WEA District Director. Separate checks for assignments listed in Section 5 shall be sent with the final regular payment in June.

**Section 12.** Each coach specified in Appendix B(2) Compensatory Pay Schedule will be paid no more than the amount indicated, or if additional coaches are added, the pay will be split among all of the coaches in the category.





Freshmen (1)	7.00%	\$3,031	\$3,190	\$3,379
Middle School (2)	5.30%	\$2,295	\$2,415	\$2,559
<b>Varsity Soccer (2)</b>	10.50%	\$4,547	\$4,785	\$5,069
Assistant Varsity (2)	7.50%	\$3,248	\$3,418	\$3,621
Junior Varsity (2)	7.30%	\$3,161	\$3,327	\$3,524
<b>Varsity Track (2)</b>	10.50%	\$4,547	\$4,785	\$5,069
Assistant Varsity (2)	7.30%	\$3,161	\$3,327	\$3,524
Middle School (2)	6.20%	\$2,685	\$2,825	\$2,993
MS Assistant (2)	4.80%	\$2,079	\$2,187	\$2,317
<b>Varsity Cross Country (2)</b>	9.50%	\$4,114	\$4,329	\$4,586
Middle School (1)	6.20%	\$2,685	\$2,825	\$2,993
MS Assistant (1)	4.80%	\$2,079	\$2,187	\$2,317
<b>Varsity Tennis (2)</b>	9.50%	\$4,114	\$4,329	\$4,586
Assistant Varsity (2)	6.60%	\$2,858	\$3,008	\$3,186
<b>Varsity Cheerleading (2)</b>	9.50%	\$4,114	\$4,329	\$4,586
Assistant Varsity (2)	6.20%	\$2,685	\$2,825	\$2,993
Freshmen (2)	5.30%	\$2,295	\$2,415	\$2,559
Middle School (2)	4.80%	\$2,079	\$2,187	\$2,317
<b>Varsity Golf (2)</b>	9.50%	\$4,114	\$4,329	\$4,586
Assistant Varsity (2)	6.60%	\$2,858	\$3,008	\$3,186
<b>Intramural Coaches (4+)</b>	4.80%	\$2,079	\$2,187	\$2,317
Middle School (1)	2.40%	\$1,039	\$1,094	\$1,159
<b>Bass Fishing (1)</b>	2.45%	\$1,061	\$1,116	\$1,183
<b>Weight Room (Students)</b>	4.80%	\$2,079	\$2,187	\$2,317
<b>ACTIVITIES</b>	<b>%</b>	<b>\$43,302</b>	<b>\$43,302</b>	<b>\$43,302</b>
<b>Theater (drama/musical/stage related) (2)</b>	9.50%	\$4,114	\$4,114	\$4,114
Choreographer	1.03%	\$446	\$446	\$446
Vocal Director	2.04%	\$883	\$883	\$883
Instrumental Director	2.04%	\$883	\$883	\$883
Piano Accompanist	2.54%	\$1,100	\$1,100	\$1,100
<b>WAAC class primary sponsor</b>	2.60%	\$1,126	\$1,126	\$1,126
Associate sponsor	1.60%	\$693	\$693	\$693
<b>Senior class sponsor</b>	2.04%	\$883	\$883	\$883
<b>Junior class sponsor</b>	1.54%	\$667	\$667	\$667
<b>Sophomore class sponsor</b>	1.03%	\$446	\$446	\$446
<b>Freshmen class sponsor</b>	0.72%	\$312	\$312	\$312
<b>Quiz Bowl Coach</b>	2.04%	\$883	\$883	\$883

<b>Elementary Safety Patrol</b>	2.04%	\$883	\$883	\$883
<b>Vocational Academic Clubs (NHS, DECA, BPA, FFA)</b>	1.54%	\$667	\$667	\$667
<b>Winter Guard Director</b>	2.80%	\$1,212	\$1,212	\$1,212
MS Director	1.40%	\$606	\$606	\$606
<b>Marching Band Director</b>	12.00%	\$5,196	\$5,196	\$5,196
Head Assistant (2)	2.80%	\$1,212	\$1,212	\$1,212
Assistant (6)	0.70%	\$303	\$303	\$303
Color Guard Director	2.80%	\$1,212	\$1,212	\$1,212
Assistant Color Guard	1.40%	\$606	\$606	\$606
<b>Middle School Band</b>	1.44%	\$624	\$624	\$624
<b>Jazz Band</b>	2.50%	\$1,083	\$1,083	\$1,083
<b>Orchestra</b>	1.03%	\$446	\$446	\$446
<b>Middle School Orchestra</b>	0.72%	\$312	\$312	\$312
<b>Elem. Instrumental (6)</b>	1.03%	\$446	\$446	\$446
<b>ROVASI Director</b>	2.50%	\$1,083	\$1,083	\$1,083
ROVASI Choreographer	1.54%	\$667	\$667	\$667
<b>Choir Director</b>	1.44%	\$624	\$624	\$624
<b>Chorus</b>	0.72%	\$312	\$312	\$312
<b>MS Vocal Music</b>	1.03%	\$446	\$446	\$446
<b>Elem. Vocal Music (6)</b>	1.03%	\$446	\$446	\$446
<b>Level I Clubs (JNHS, Student Council (2), Key Club, Creative Writing, National Art Honor Society)</b>	0.72%	\$312	\$312	\$312
<b>Level II Clubs (&gt;20 hrs but &lt;Level I)</b>	0.50%	\$217	\$217	\$217
<b>FIRST HS Robotics (1)</b>	10.00%	\$4,330	\$4,330	\$4,330
<b>MS Robotics (1)</b>	7.30%	\$3,161	\$3,161	\$3,161

**AUGUST, 2021**

Thursday 26  
 Tuesday 31

**SEPTEMBER, 2021**

Wednesday 1  
 Friday & Monday 3 to 6

**OCTOBER, 2021**

Friday 8  
 Thursday 21

**NOVEMBER, 2021**

**Tuesday 2**  
 Friday 5  
 Wednesday 10  
 Friday 12  
 Thursday 18

**Weds.-Thurs.-Fri. 24 to 26****DECEMBER, 2021****Starting on Monday 20 to 31****JANUARY, 2022**

**Monday 17**  
 Thursday 20  
 Friday 21

**FEBRUARY, 2022**

**Friday 18**  
**Monday 21**

**MARCH, 2022**

Wednesday 3  
 Thursday 4  
 Friday 5  
 Thursday 11  
 Friday 25  
**Mon. thru Thur. 28-31**

**APRIL, 2022**

**Fri. 1**  
**Friday 15**  
 Thursday 28

**MAY, 2022**

Monday 10  
 Wednesday 11

**Wyandotte Public Schools 2021-2022 Calendar**

Full Day - District (Professional Development)  
 1/2 Day - 1st Day of School (Staff Prof. Dev.)

1/2 Day - JoBrighton/Madison/TLC (Staff Prof. Dev.)

**No School - Labor Day Weekend**

1/2 Day - District (Staff Prof. Dev.)

1/2 Day - Wilson - Parent Conferences

**No School - District (Staff Prof. Dev.)**

End of 1st Marking Period - Wilson & RHS

RHS - Parent Conferences - 5:30 to 8:00 pm

End of 1st Marking Period - Elementary

1/2 Day - Elementary - Parent Conferences

**No School - Thanksgiving Recess****No School - Holiday Recess****No School - Martin Luther King, Jr. Day**

1/2 Day - RHS Exams

1/2 Day-WMS

(Records)RHS(Exams)JoB/TLC/Mad+

End of 1st Sem/2nd Mkg Per.-WMS/RHS

**No School - District (Staff Prof. Dev.)****No School - Presidents Day**

RHS - Parent Conferences - 5:30 to 8:00 pm

1/2 Day - Wilson - Parent Conferences

1/2 Day - Elementary Records Day/End of 2nd Mkg

1/2 Day - Elem. - Parent Conferences

End of 3rd Marking Period - Wilson & RHS

**No School - Spring Break****No School - Spring Break****No School - Good Friday**

1/2 Day - District (Staff Prof. Dev.)

1/2 Day - Elem./WMS/RHS (Staff Prof. Dev.)

RHS Honors Night

**4/28/2021****INSTRUCTIONAL****HOURS****Full Day Schedule**

Elementary 8:05 am - 3:00 pm

Wilson 7:50 am - 2:38 pm

High School 8:00 am - 2:51 pm

Mad./JoB 8:15 am - 3:01 pm

TLC 8:05 am - 2:51 pm

Garf. Satel. 8:25 am - 3:11 pm

Wash. Satel. 8:25 am - 3:11 pm

WMS Satel. 8:30 am - 3:16 pm

RHS Satel. 8:20 am - 3:06 pm

TLC Satel. 8:25 am - 3:11 pm

**Half Day Schedule**

Elementary 8:05 am - 11:43 an

Wilson 7:50 am - 11:28 an

High School 8:00 am - 11:38 an

Mad./JoB 8:15 am - 11:23 an

Garf. Satel. 8:25 am - 11:33 an

Wash Satel. 8:25 am - 11:33 an

WMS Satel. 8:30 am - 11:38 an

RHS Satel. 8:20 am - 11:28 an

TLC Satel. 8:25 am - 11:33 an

Mon-Thurs	16 to 19	RHS Seniors Final Exams
Friday	20	RHS Senior Recognition Day/RHS Seniors Last Day
<b>Monday</b>	<b>30</b>	<b>No School</b>
<b>JUNE, 2022</b>		
Wednesday	1	Graduation
Wednesday	8	1/2 Day - RHS Final Exams
Thursday	9	1/2 Day - Last Day for Students
Friday	10	Last day of work for Staff

## **APPENDIX D – SCHOOL NURSES**

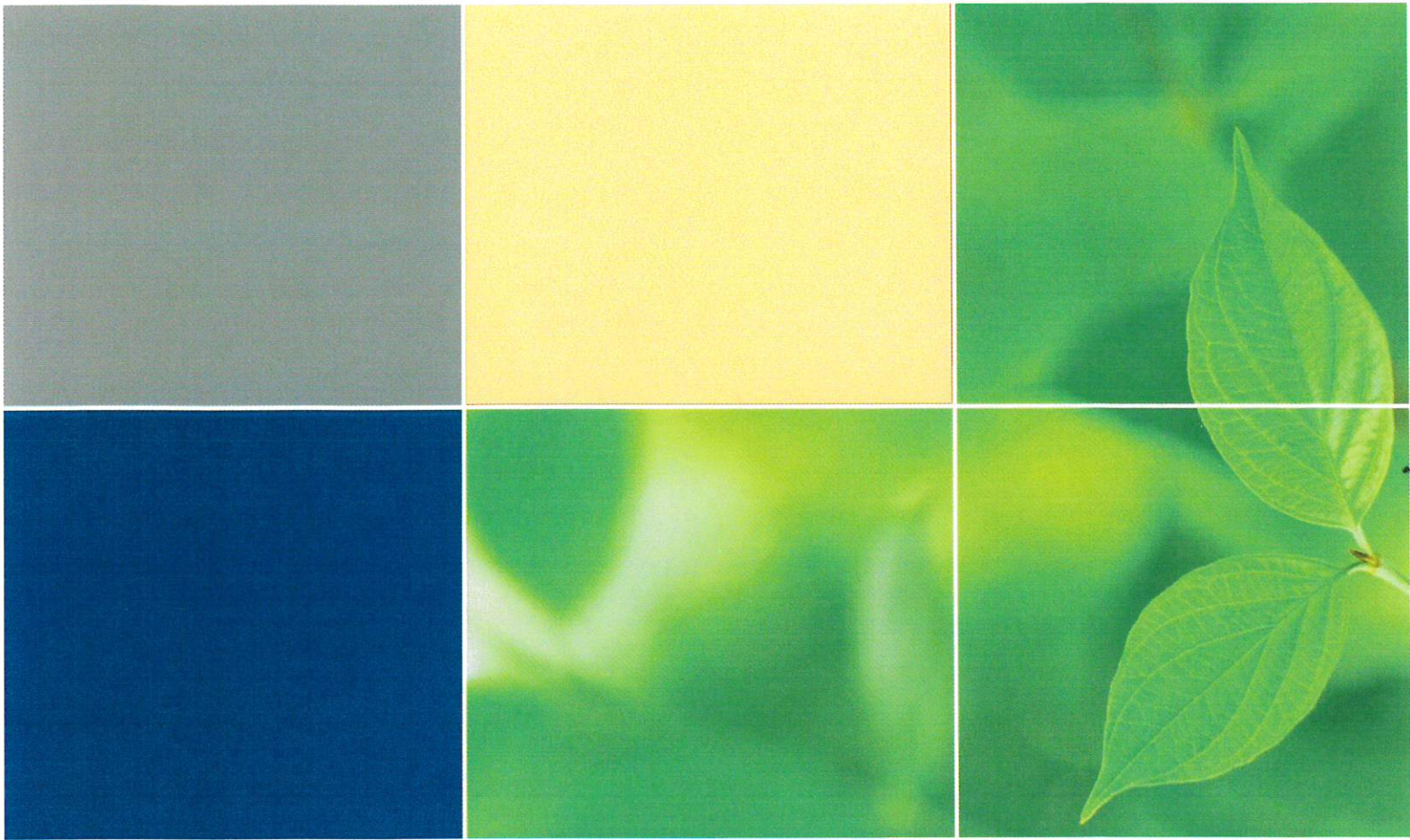
**Section 1.** Nurses with a Bachelor's Degree or higher will have the same wages, benefits, hours and working conditions as it pertains to teachers. The degreed nurses shall be placed on the appropriate step and degree scale for which they are qualified.

**Section 2.** Other benefits and working conditions:

- a. Nurses shall be eligible for either health insurance or the annuity option (as provided to teachers), under Article XXX, Section 2(b) of this agreement.
- b. A travel allowance will be paid if traveling is necessitated.
- c. The School Nurses' Association (MASN) membership fee will be paid by the District.
- d. Appropriate in-service will be provided, but must have preapproval of the administrator(s).
- e. Nurses shall accrue seniority as nurses under this agreement.

## **APPENDIX E – BENEFIT PLANS**

**Attachment #1 – Teacher Benefit Guide (15 pages)**



*Open Enrollment is November 9-November 23, 2020*

# Benefit Enrollment Guide



# Wyandotte Public Schools

Wyandotte Public Schools  
639 Oak St  
Wyandotte, MI 48192

Teachers

# Welcome

Welcome to the Wyandotte Public Schools (WPS) 2021 Benefits Open Enrollment! The District continues to be committed to providing all eligible employees with a comprehensive and competitive benefit package. We continue to offer benefit plans and tools that can help you and your family improve your physical, financial and personal health. This total health approach to benefits provides you with many resources to help you in all aspects of life, and through all of life's stages.

This year we are pleased to announce that we will continue to offer the same plan options to you. There has been an increase in your employee cost share due to PA 152, please refer to page five for details. In addition to your medical plan election, you will have the option to participate in the **saving account options** as follows:

- ◆ **Health Savings Account (HSA) - for those who enroll in the Simply Blue High Deductible BCBSM Health Plan**
- ◆ **Flexible Spending Account (FSA) - for those who enroll in one of the Community Blue PPO plans, or, for those who opt out of our plan (cash in lieu participants)**
- ◆ **Dependent Care Account (available to all benefit eligible employees)**

The **annual benefits enrollment** for the plan year that **begins on January 1, 2021**, will be held **November 9-23, 2020**.

We take great pride in the benefit programs that we have been able to offer to our employees through the years. Please carefully review this benefits guide for important and valuable information regarding our benefits program.

Wyandotte Public Schools





# Medical/Prescription Plans

The following pages provides you with a side by side comparison of your benefit options to assist you in making your decision. It is intended as an easy-to-read summary and provides a general overview of your benefits. The below is not a contract, additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay.

**PLEASE REFER TO YOUR BCBSM BENEFIT SUMMARY FOR ADDITIONAL INFORMATION INCLUDING OUT-OF-NETWORK BENEFITS.**

	Community Blue PPO BCBS 100/80% with \$150/\$300 deductible	Community Blue PPO BCBS 100/80% with \$1,000/\$2,000 deductible	Simply Blue PPO HSA \$1,400/\$2,800 Plan
	In-Network	In-Network	In-Network
<b>Deductible per calendar year</b>			
Individual	\$150	\$1,000	\$1,400
Family (two or more)	\$300	\$2,000	\$2,800*
<b>Copays</b>			
Copays	\$10 copay for office visits and office consultations \$50 copay for emergency room visits	\$10 copay for office visits and office consultations \$50 copay for emergency room visits	All services are subject to the deductible. See "Prescription Drugs" section for Rx copays
<b>Dollar Maximum (per HCR)</b>			
Annual out-of-pocket maximums— applies to deductible, copays and coinsurance amounts for all covered services—including prescription drug copays and coinsurance amounts, if applicable.	\$150 for one member, \$300 for two or more members each calendar year	\$3,500 for one member \$7,000 for two or more members each calendar year	\$2,250 for one person contract or \$4,500 for two or more members each calendar year

\*The full family deductible **must** be met under a two-person or family contract before benefits are paid for any person on the contract.



# MEDICAL/PRESCRIPTION PLANS (CONTINUED)



	Community Blue PPOBCBS 100/80% with \$150/\$300 deductible	Community Blue PPOBCBS 100/80% with \$1,000/\$2,000 deductible	Simply Blue PPO HSA \$1,400/\$2,800 Plan
	In-Network	In-Network	In-Network
<b>PREVENTIVE CARE (age and maximum number of services may apply) - please refer to the BCBSM website for additional information on these services as well as a listing of all of the covered preventive services.</b>			
Health Maintenance Exam	Covered 100%	Covered 100%	Covered 100%
Annual Gynecological Exam	Covered 100%	Covered 100%	Covered 100%
Pap Smear Screening laboratory & pathology services	Covered 100%	Covered 100%	Covered 100%
Mammography Screening	Covered 100%	Covered 100%	Covered 100%
Well-baby and Child Care	Covered 100%	Covered 100%	Covered 100%
Immunizations	Covered 100%	Covered 100%	Covered 100%
<b>PHYSICIAN OFFICE SERVICES</b>			
Office Visit (Illness/Injury Related) including consultations and online visits	\$10 copay	\$10 copay	100% after in network deductible
<b>EMERGENCY MEDICAL CARE</b>			
Ambulance Services (medically necessary)	100% after in network deductible	100% after in network deductible	100% after in network deductible
Hospital Emergency room	\$50 copay (Waived if admitted or for an accidental injury)	\$50 copay (Waived if admitted or for an accidental injury)	100% after in network deductible
Urgent Care Center	\$10 copay	\$10 copay	100% after in network deductible
<b>DIAGNOSTIC SERVICES</b>			
Laboratory and Pathology Services	100% after in network deductible	100% after in network deductible	100% after in network deductible
Diagnostic Tests and X-rays	100% after in network deductible	100% after in network deductible	100% after in network deductible
Therapeutic Radiology	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>MATERNITY SERVICES PROVIDED BY A PHYSICIAN OR CERTIFIED NURSE MIDWIFE</b>			
Pre-Natal and Post-Natal Care	Covered at 100%	Covered at 100%	Covered at 100%
Delivery and Nursery Care	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>HOSPITAL CARE</b>			

Semi-Private Room, Inpatient PhysicianCare, General Nursing Care, Hospital Services & Supplies	100% after in network deductible	100% after in networkdeductible	100% after in networkdeductible
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# MEDICAL/PRESCRIPTION PLANS (CONTINUED)



**Blue Cross  
Blue Shield  
Blue Care Network**  
of Michigan

	Community Blue PPO BCBS 100/80% with \$150/\$300 deductible	Community Blue PPO BCBS 100/80% with \$1,000/\$2,000 deductible	Simply Blue PPO HSA \$1,400/\$2,800 Plan
	In-Network	In-Network	In-Network
<b>ALTERNATIVES TO HOSPITAL CARE</b>			
Skilled Nursing Care	Covered at 100% after deductible up to 120 days per calendar year	Covered at 100% after deductible up to 120 days per calendar year	Covered at 100% after deductible, limited to 90 day maximum
Hospice Care	Covered at 100% (visit limits apply)	Covered at 100% (visit limits apply)	Covered at 100% after deductible (visit limits apply)
Home Health Care	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>SURGICAL SERVICES</b>			
Surgery—includes all related surgical services	100% after in network deductible	100% after in network deductible	100% after in network deductible
Voluntary Sterilization for Males	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>HUMAN ORGAN TRANSPLANTS</b>			
Specified Organ Transplants—designated facilities only	Covered at 100%	Covered at 100%	100% after in network deductible
Bone Marrow—specific criteria applies	100% after in network deductible	100% after in network deductible	100% after in network deductible
Kidney, Cornea and Skin	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>MENTAL HEALTH CARE AND SUBSTANCE ABUSE TREATMENT</b>			
Inpatient Mental Health Care & Substance Abuse Treatment	100% after in network deductible	100% after in network deductible	100% after in network deductible
Outpatient Mental Health Care	100% after in network deductible	100% after in network deductible	100% after in network deductible
Outpatient Substance Abuse Treatment	100% after in network deductible	100% after in network deductible	100% after in network deductible
<b>OTHER SERVICES</b>			
Allergy Testing	Covered at 100%	100% after in network deductible	100% after in network deductible
Chiropractic Spinal Manipulation (visit limitations may apply)	Covered at 100% 24 visits max	\$10 copay per visit 24 visit max	Covered at 100% after deductible, up to combined 12 visits
Outpatient Physical, Speech and Occupational Therapy (visit limitations may apply)	100% after deductible, up to 60 visits per cal. yr.	100% after deductible, up to 60 visits per cal. yr.	Covered at 100% after deductible, up to 30 visits per cal. yr.
Durable Medical Equipment	100% after in network deductible	100% after in network deductible	100% after in network deductible
Prosthetic and Orthotic Appliance	100% after in network deductible	100% after in network deductible	100% after in network deductible

**PRESCRIPTION DRUGS\* NOTE: THE SIMPLY BLUE PLAN REQUIRE THAT YOU MEET YOUR FULL CALENDAR YEAR DEDUCTIBLE BEFORE THE RXCOPAYS APPLY. THIS MEANS THAT YOU WILL BE RESPONSIBLE TO PAY THE FULL COST OF ALL MEDICATIONS UNTIL YOU SATISFY YOUR DEDUCTIBLE.**

Retail Generic	\$10 Covered through CVS/Caremark	\$10	After deductible \$5 copay up to \$1,000/\$2,000 copay max.
Retail Brand	\$20 Covered through CVS/Caremark	\$40	After deductible \$25 formulary brand and \$50 non-formulary brand up to \$1,000/\$2,000 copay max.

\*Mail order prescription drugs are covered at 2X the applicable copays noted above.



## Premium Conversion

To help minimize your employee contribution for your medical plan, WPS will continue to offer an IRC (Internal Revenue Code) Section 125 Premium Conversion Plan. This allows you to pay for your employee contribution for the medical coverage on a pre-tax (before tax) basis. As a result, your net take home pay will be higher than if contributions were deducted on a post-tax (after tax) basis. Contributions taken on a pre-tax basis are not subject to federal or state income taxes or FICA taxes. The amount of savings depends on your individual contribution and tax bracket.

## Healthcare Premiums - January 1, 2021 to December 31, 2021

The following chart provides employees with the contributions for the plans offered this year. Figures listed are subject to change if there is a change to the cost of insurance.

Amounts paid by WPS are limited by PA 152; employees are responsible for any amounts above limits set by PA 152. Employee contribution rates effective January 1, 2021 are:

Tiers	Plan Options	Monthly Cost
Single	CB PPO 100/80% with \$150/\$300 deductible	\$168.29
2 Person	CB PPO 100/80% with \$150/\$300 deductible	\$585.10
Family	CB PPO 100/80% with \$150/\$300 deductible	\$664.95
Single	CB PPO 100/80% with \$1,000/\$2,000 deductible	\$85.93
2 Person	CB PPO 100/80% with \$1,000/\$2,000 deductible	\$387.42
Family	CB PPO 100/80% with \$1,000/\$2,000 deductible	\$417.86
Single	Simply Blue PPO HSA \$1,400/\$2,800 Plan	\$0.00
2 Person	Simply Blue PPO HSA \$1,400/\$2,800 Plan	\$0.00
Family	Simply Blue PPO HSA \$1,400/\$2,800 Plan	\$0.00

## Opt-Out (cash in lieu)

Employees who opt out of medical may be eligible for a cash in lieu benefit. Please refer to your collective bargaining agreement for details.



## Other District Benefits

Please note, there is no change to your life and disability benefits provided by the District. For additional information on these benefits, please contact Diane Fisher, Benefits Coordinator, at [FisherD@wy.k12.mi.us](mailto:FisherD@wy.k12.mi.us) or at 734-759-6006.

## Managing your health plan online has never been easier.

With the new member site, you now have access to:

### One site. One stop.

- **Personal snapshot of your plan:**  
Check out easy-to-understand graphics that provide a quick snapshot of your deductibles, coinsurance and claims.
- **Single user ID for life:**  
Once registered, your personal ID stays with you, even if you switch plans, change jobs or retire.

### The power to compare.

- **Powerful search capabilities:**  
We've added more search and filtering functionality, so you can find the doctors and hospitals that you prefer.
- **Extensive cost and quality comparisons:**  
Evaluate up to six doctors or hospitals side-by-side, comparing quality and costs for hundreds of services across the country.  
  
*Cost information for PPO members only*
- **Helpful patient reviews:**  
You can read reviews about specific doctors from other patients and even leave one of your own.

### On the go. Good to go.

- **24/7 access:**  
With your mobile device, you have another way to access important plan information when you need it most, 24 hours a day, seven days a week.
- **On-the-spot doctor and hospital search:**  
Make decisions on where to go, when you're on the go.
- **Virtual ID card:**  
If you forgot to bring your ID card to your doctor appointment, there's no need to worry. You can now access your virtual ID card right from your mobile device.

### Register Now – we've made it easy for you:

- Visit [bcbsm.com](http://bcbsm.com)
  - Click on **LOGIN** in the upper right corner
  - In the **LOGIN** box, click on **Register Now**
- You'll need your Blues ID card and just a couple minutes.





# BCBSM ONLINE VISITS

Connect virtually to a doctor 24/7 365 from your smart phone or tablet



Blue Cross  
Online Visits™

Medical and behavioral health

## Care for you and your family, body and mind.



### Sign up now:

Mobile – Download the BCBSM Online Visits™ app

Web – Go to [bcbsmonlinevisits.com](http://bcbsmonlinevisits.com)

Phone – Call 1-844-606-1608

Add your Blue Cross or Blue Care Network health care plan information

U.S. only. Remember to coordinate all care with your primary care doctor.

Blue Cross Blue Shield of Michigan and Blue Care Network are separate corporations and independent business of the Blue Cross and Blue Shield Association.

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02/18

# HEALTH SAVINGS ACCOUNT OVERVIEW

A **Health Savings Account (HSA)** is a cross between a flexible spending account (FSA), an IRA, and a 401(k)/403(b). **Only those who enroll in the BCBSM Simply Blue plan have the option to participate in the HSA, if eligible.** You can access your HSA to pay for eligible expenses. In addition, your account has the ability to grow, year-to-year, tax deferred. HealthEquity will be the HSA third party trustee. The HSA account is your property and responsibility. Like a 401(k)/403(b), it is your money and stays with you.



## Eligibility

You must meet certain other requirements in order to participate in the HSA Contribution feature. To be eligible, you must:

- a) Be covered by the Simply Blue High Deductible Health Plans;
- b) Not be claimed as another person's tax dependent;
- c) Not be covered by Medicare; and
- d) Not have any health coverage other than coverage under a High Deductible Health Plan. Other coverage that will disqualify you from being eligible for the HSA Contribution Feature includes, but not limited to, coverage under your spouse's health plan if his/hers is not considered a HDHP plan under IRS guidelines. Coverage under your spouse's medical expense reimbursement plan or flexible spending account, and coverage under a health reimbursement arrangement, including your spouse's health reimbursement arrangement.

## HSA Employer Funding

For the 2021 plan year, WPS will partially fund each employee's HSA account. Please note that this applies to benefit eligible employees only. Below is an overview of funding.

WPS 2021 Total HSA Funding	HSA Funding Date
\$330 Single \$660 Couple or Family	First week of January of 2021

## HSA Employee Funding (Optional)

In addition to the Health Savings Account (HSA) funding you may receive from WPS, you will have the option to fund your account with pre-tax dollars.

The Statutory Maximum HSA Contribution for **2021** calendar year is \$3,600 for a single and \$7,200 for a family. These limits included both your and WPS's contributions. If you are age 55 or older, you can make an additional catch-up contribution amount of \$1,000 in 2021. The HSA cannot receive contributions after you have enrolled in Medicare.

You have the ability to adjust your HSA pre-tax election monthly.

## Using Your HSA

Money in your HSA can be used to pay for a variety of healthcare-related expenses for you and your IRS eligible dependents (any out of pocket medical, dental and vision coverage after the insurance plan pays or processes the claim) ranging from routine physicals to prescription drugs. A full listing of eligible expenses can be found at: <http://www.irs.gov/pub/irs-pdf/p969.pdf>. To pay for expenses, you simply present your HSA debit card to your provider, and money will be deducted directly from your HSA.

Keeping track of your account balance is easy. You can review your account information 24/7 by logging onto the [www.BCBSM.com](http://www.BCBSM.com) website or by calling HealthEquity at 877-28-9840.

Your HSA money is tax-free as long as it is used to pay for qualified medical expenses. If you use the money for any other reason, you will be required to pay income tax and a 20% tax penalty on that amount (you will not pay a penalty if you are disabled or age 65 or older).

**Please note that you are not required to submit receipts for the purchases that you make with your HSA funds. It is your responsibility to keep the supporting records to show the Internal Revenue Service whether you used the funds to pay qualified medical expenses.**

## Frequently Asked Questions

### What is my HSA?

Your HSA is a health savings account (as defined under the Internal Revenue Code) established by you with a third party trustee/custodian (e.g., bank or insurance company) that is authorized to be the trustee of HSAs. Your Employer does not establish or sponsor your HSA. Furthermore, your Employer does not own your HSA; it is owned by you.

You may invest the funds in your HSA as allowed by the trustee/custodian of the account. Your employer has no control of; or responsibility for the investment of your HSA.

### What are the limits on the amount of contributions?

The total contributions made by you and/or made on your behalf (i.e., contributions by your Employer) into HSAs owned by you are subject to a maximum contribution limit.



You are allowed to make or receive an additional—catch up contribution for the year in which you will attain age 55 before the end of the year and for any year thereafter while you remain eligible. The catch-up contribution is currently \$1,000 per year.

If you are eligible for contributions for only a portion for the year, your maximum contribution (including catch up contributions) is determined in accordance with the following “rules”:

**(a) Not Eligible on December 1st.** If you cease to be eligible for contributions prior to December 1st of a particular year, the contribution limit for that year will be a fraction of the maximum contribution for the full year based upon the number of months in which you were eligible.



**For Example,** if you have single coverage under a qualifying High Deductible Health Plan, you are not eligible for catch up contributions, but are eligible only during January through June (i.e., six months of the year), your maximum contribution will be limited.

**(b) Eligible on December 1st.** If you become eligible for HSA contributions during a particular year and you are eligible as of December 1st of that year, your maximum contribution for that year is the full indexed amount.

However, if you become ineligible for HSA contributions during the twelve (12) month period beginning with December of that year, you will not be entitled to the full maximum contribution. Instead, your maximum contribution will be a fraction of the maximum contribution for the full year based upon the number of months in which you were eligible during that year. The excess contributions will be included in your gross income and an additional tax will be imposed on those contributions.

If you are married and both you and your spouse have coverage under a Qualifying High Deductible Health Plan and you both have health savings accounts, the limit is divided equally between you (unless you agree to a different allocation).

Rollover contributions may also be made to an HSA from another health savings account or from an Archer MSA. Rollover contributions are not subject to the contribution limit described above, however, exclusions do apply.

## What happens if my contributions exceed the contribution limit?

If the contributions to your HSA exceed the applicable maximum contribution limit for a year, generally the excess contributions will be included in your income and an excise tax will be imposed upon them. However, you can avoid the excess tax if you take a distribution of the excess contributions (and the net income attributable to the excess contribution) before the last day (including extensions) for filing your federal income tax return. This distribution must be included as a taxable income when you file your taxes.

## What are the tax consequences of the HSA Contribution Feature?

The contributions made under this HSA Contribution Feature will not be included in your gross income, unless they exceed the applicable maximum contribution limit as discussed above.

## What are the rules regarding distributions from my HSA?

Your Employer has no control over or involvement with distributions made from your HSA. Your Employer does not substantiate expenses for which such distributions are made. Information regarding the procedure for obtaining distributions and the consequences of taking distributions is available from the trustee/custodian of your HSA.

## When does my participation end?

Participation in the HSA Contribution Feature ends upon the earlier of the date your participation in the Plan ceases or

the date you no longer satisfy the eligibility requirements of the plan. You need not be a participant in the HSA Contribution Feature (or be employed by the Employer) in order to obtain distributions from your HSA. In addition, you may make contributions to your HSA outside this Plan, provided you are eligible to do so under IRS rules, after you have left employment with the Employer or have ceased to be a participant in the Plan.

**NOTE:** This HSA Contribution Feature is **not** a group health plan for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), the Family and Medical Leave Act (FMLA), and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). COBRA, FMLA, and USERRA do not apply to this HSA Contribution Feature. However, COBRA, FMLA, and USERRA may apply to the Qualifying High Deductible Health Plan.

## Can the contributions made to my HSA be forfeited?

No, once the contributions have been deposited in your HSA, you will have a non-forfeitable interest in the funds. You will be free to request a distribution of the funds or to move them to another provider of HSAs, to the extent allowed by law.

## What are the reporting requirements?

Your Employer is responsible for reporting contributions made to your HSA through this HSA

Contribution Feature on your Form W-2. You are also responsible for

reporting contributions to your HSA, and for reporting distributions from your HSA, on appropriate forms available



*The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide, legal or tax advice.*

# BCBSM DENTAL COVERAGE

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders which can be accessed through your secure login via the BCBS.com member portal.

Member's responsibility (copays and dollar maximums)	
<b>Dollar maximums</b>	
• Annual maximum (for Class I, II and III services)	<b>Combined</b> \$1,200 per member
• Lifetime maximum (for Class IV services)	\$500 per member
<b>Class I services</b>	
Oral exams	80% of approved amount, twice per calendar year
A set (up to 4 films) of bitewing x-rays	80% of approved amount, twice per calendar year
Full-mouth and panoramic x-rays	80% of approved amount, once every 60 months
Dental prophylaxis (teeth cleaning)	80% of approved amount, twice per calendar year
Pit and fissure sealants – for members age 19 or under	80% of approved amount, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	80% of approved amount
Fluoride treatments	80% of approved amount, two per calendar year
Space maintainers – missing posterior (back) primary teeth –for members under age 19	80% of approved amount, once per quadrant per lifetime
<b>Class II services</b>	
Fillings – permanent (adult) teeth	80% of approved amount, replacement fillings covered after 24 months or more after initial filling
Fillings – primary (baby) teeth	80% of approved amount, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth – for members age 12 or older	80% of approved amount, once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	80% of approved amount
Root canal treatment – permanent tooth	80% of approved amount, once every 12 months for tooth with one or more canals
Scaling and root planing	80% of approved amount, once every 24 months per quadrant
Limited occlusal adjustments	80% of approved amount, <b>limited</b> occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	80% of approved amount, once every 12 months
General anesthesia or IV sedation	80% of approved amount, when medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	80% of approved amount, six months or more after it is delivered
Relining or rebasing of a partial or complete denture	80% of approved amount, once every 36 months per arch
Tissue conditioning	80% of approved amount, once every 36 months per arch
<b>Class III services</b>	
Removable dentures (complete and partial)	80% of approved amount, once every 60 months
Bridges (fixed partial dentures) – for members age 16 or older	80% of approved amount, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	80% of approved amount, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31
<b>Class IV services – Orthodontic services for dependents under age 19</b>	
Minor treatment for tooth guidance appliances	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

# FLEXIBLE SPENDING ACCOUNTS (FSA)

WPS will continue to offer the Health Care and Dependent Care Flexible Spending Accounts (FSA's). The Health Care and Dependent Care Flexible Spending Accounts allow you to set aside pre-tax dollars from your paycheck to pay for eligible health care and/or dependent care expenses.

**Effective January 1st the FSA plan will continue to be offered through Employee Benefit Concepts.**

**Employees who enroll in the BCBSM Simply Blue Plan are NOT eligible for a Health Care FSA. The FSA plan year will be 1/1/20 through 12/31/20.**

All benefit eligible employees have the ability to enroll in the Dependent Care FSA plan.

*Please refer to the FSA packet from Employee Benefit Concepts for specific plan details.*

## You can contribute:

- Up to **\$2,750** per year to the Health Care FSA
- Up to **\$5,000** per year to the Dependent Care FSA.



**Below is a short listing of eligible expenses:**

### Eligible Healthcare Expenses

- Deductibles, Co-Insurance, Co-Pays, etc.
- Routine Physical Exams
- Mental Health / Substance Abuse Services
- Vision Expenses
- Dental Expenses
- Over-the-Counter (OTC) Medications

### Eligible Dependent Healthcare Expenses

- Child Care (daycare / preschool)
- Before/After school care
- Day Camps
- In-Service days (no school)
- School Holidays / Vacation
- Transportation

**Please note:**

If you are currently enrolled in the Health FSA plan (2020 Plan Year) and intend to enroll in the Simply Blue PPO HSA plan for the 2021 Plan Year you **MUST** have a **ZERO** balance in your FSA. The WPS Cafeteria Plan allows employees to carry over up to **\$500 of unused amounts remaining in their FSA, to be used for Medical Care Expenses incurred during the next Plan Year.**



# IMPORTANT NOTIFICATIONS

## Change in Status or Special Enrollment

You may qualify for a special enrollment if certain events occur in your life:



If you decline coverage for yourself and/or your dependents (including your spouse) because you are covered under another health plan, you may be able to enroll yourself and/or your dependents in the plan if you experience an involuntary loss of that coverage (e.g., spouse loses his/her job, divorce).

If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents in the plan.

In either situation, you must request enrollment through the Employee Benefits Department within 30 days after the special enrollment event as described above. If you enroll as the result of a special enrollment event, coverage will be made effective on the date of the event.

## Newborn and Mother's Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section.



However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the

mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## Women's Health & Cancer Rights Act

Federal law requires a group health plan to provide coverage for the following services to an individual receiving plan benefits in connection with a mastectomy:



### These services include:

- Reconstruction of the breast upon which the mastectomy has been performed;
- Surgery/reconstruction of the other breast to produce a symmetrical appearance;
- Prosthesis;
- Physical complication during all stages of mastectomy, including lymph edemas.

### The plan may not:

- Interfere with a woman's right under the plan to avoid these requirements;
- Offer inducements to the health provider, or assess penalties against the health provider, in an attempt to interfere with the requirements of the law.

However, the plan may apply deductibles and co-insurance requirements consistent with other coverage provided under the plan.







The information contained in this summary should in no way be construed as a promise or guarantee of employment or benefits. The company reserves the right to modify, amend, suspend, or terminate any plan at any time for any reason. If there is a conflict between the information in this notice and the actual plan policies, the policies will always govern. Complete details about the benefits can be obtained by reviewing current plan descriptions, contracts, certificates, and policies available from the HR Department.




## LETTER OF UNDERSTANDING

In the interest of sound labor-management relations, the Board of Education of the School District of the City of Wyandotte, hereinafter referred to as "Employer," and Wyandotte Education, MEA/NEA, hereby agree as follows:

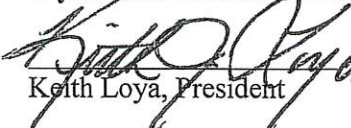
- The Employer shall have the right to hire a maximum of two (2) full time equivalents to work in Garfield Elementary School, Jefferson Elementary School, Monroe Elementary School, and Washington Elementary School as teachers for the 2021-2024 school years. The individuals shall be non-presented;
- The individuals hired shall have a valid K-5 Elementary Michigan Certificate and the certificate shall remain valid for the 2021-2024 school years;
- The rate of pay for the individuals shall be determined by the Board of Education, but at a rate not to exceed \$35,000.00 for the 2021-2024 school years. The positions shall not be afforded any fringe benefits typically extended to full time Association employees. The Employer shall be obligated to pay MPSERS benefits on behalf of these employees;
- The individuals shall be assigned work in the following subject areas: media or computers;
- All WEA unit members assigned to Garfield Elementary School, Jefferson Elementary School, Monroe Elementary School, and Washington Elementary School shall receive two hundred (200 minutes) planning time per week;
- This agreement shall only be for the regularly scheduled 2021-2024 school years.
- The Employer and Union shall meet to discuss this Memorandum of Understanding, any issues that arise, and the feasibility of continuing the practice beyond the 2021-2024 school years as often as necessary, but no less than once per trimester; and
- This Memorandum of Understanding is the entire agreement between the parties and can only be modified by way of written mutual agreement.

School District of the  
City of Wyandotte

  
Catherine Cost, Ed.D., Superintendent

3.3.21  
Date

Wyandotte Education Association

  
Keith Loya, President

3.3.21  
Date