

Agreement between

# W-WCOAA

**Wayne-Westland Central Office  
Administrators Association**

and the

**Board of Education**

Wayne-Westland Community Schools

July 1, 2022 – June 30, 2025

Wayne-Westland Community Schools, Westland, MI 48185



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## **ARTICLE 1 RECOGNITION AND DEFINITIONS**

### **1.1**

The Wayne-Westland Community School District, hereafter referred to as the District, recognizes the Wayne-Westland Central Office Administrators' Association, hereafter referred to as the Association, as the sole and exclusive bargaining representative for the Senior Executive Director, Executive Directors, Directors, Specialists, Supervisors, Administrative Assistants, Dispatchers, Coordinators and the Staff Accountant. All other positions are excluded from the bargaining unit.

### **1.2**

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

**MEMBER** shall mean all employees eligible to join the Association as identified in Article 1.1.

**BOARD** shall mean the Board of Education.

**SUPERINTENDENT** shall mean the Superintendent of Schools or his/her designee.

**DISTRICT** shall mean the Wayne-Westland Community School District.

**SCHOOL YEAR** shall refer to the District's fiscal year, July 1 - June 30.

## **ARTICLE 2 BOARD RIGHTS and RESPONSIBILITIES**

### **2.1**

Nothing contained in this agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws, or regulations as they pertain to education.

The Board retains the right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies, and regulations which do not violate the terms of this Agreement, and which it considers necessary or advisable for the safe, effective, and efficient operation of the District. Any Member who violates or fails to comply herewith shall be subject to such provisions of this Agreement which relate to discipline or discharge.

The Board, Superintendent, or designee retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of Members which are not inconsistent with the specific provisions of this Agreement and which do not otherwise directly affect wages, hours, terms, and conditions of

employment. If the Board contemplates a change which directly affects wages, hours, terms, or conditions of employment, such matters will be negotiated with the Association prior to implementation.

## **2.2**

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights or functions of management.

Without limiting the generality of the foregoing, the Board's rights include:

1. The right to manage and control the school system and its properties, facilities, and the activities of its employees during working hours.
2. The right to hire all employees and, subject to the provision of law, determine their qualifications and the conditions for their discharge or demotion, and to promote and transfer all such employees.
3. The right to adopt and enforce any reasonable rules, policies, and regulations which it deems advisable for the safe, efficient, and effective operation of the school district.
4. The right to determine the conditions, methods, means, and personnel by which the school district's operations are to be conducted.

## **2.3**

The Board agrees that it will not enter into any Collective Bargaining Agreement with any Member or with any other collective bargaining organization or individual on behalf of Members during the term of this Agreement.

## **2.4**

The parties agree to meet and discuss any matter relating to this Agreement at the request of either party.

# **ARTICLE 3 ASSOCIATION RIGHTS and RESPONSIBILITIES**

## **3.1**

Nothing contained herein shall be construed to deny or restrict any Member's rights s/he may have under the Michigan General School Laws. The rights granted to Members hereunder shall be deemed to be in addition to those provided by law and the Member's individual contract of employment. Board policies, not in conflict with the Master Agreement, shall remain in force.

## **3.2**

The Association may use school facilities and equipment upon written application on required *Use of Facilities* forms. It is agreed that District equipment shall not be removed from the school property without prior approval. The Association shall pay for the current cost of all materials and supplies incidental to such use.

**3.3**

The Board agrees to furnish, within a reasonable time, information requested by the Association concerning finances of the District and all documents required under PERA as defined.

**3.4**

The Association may use the District's communication systems provided such use does not disrupt the normal business of the District nor cost the District extra money. The Association agrees that it will clearly identify union business and take responsibility for all materials communicated through these systems.

**3.5**

The Board agrees that the private life of any Member is not normally a matter of concern of the Board unless it affects the ability of the Member to carry out his/her professional functions and/or responsibilities or to act as a representative of the District.

**3.6**

Each Member shall have the right to review any of the contents of his/her personnel file. All such reviews shall be made in the presence of the Assistant Superintendent of Human Resources or his/her designated representative and an Association representative if the Member so wishes. Privileged information, such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt for such review. Such files may not contain a reprimand for a period of time in excess of two years, provided no additional reprimand occurs during the said two-year period.

**3.7**

The Board and the Association recognize the responsibilities imposed on the Association and will grant permission and a reasonable amount of time to the designated representatives of the Association to investigate grievances and to transact other Association business during working hours. Approval must be received from the Assistant Superintendent of Human Resources.

**3.8**

The Board agrees that, whenever possible, Members shall have the opportunity to interview and make recommendations concerning all personnel, certified and non-certified, who are being considered for assignment under their supervision.

**ARTICLE 4  
WORK YEAR**

**4.1**

Members are contracted for a school year (July 1 through June 30).

Five (5) remote days may be used each school year with prior approval from your supervisor.

Each Member is salaried. His/her annual salary is comprised of his/her individual contract (Article 10.1/Salary Schedule) and extra hours/degree stipend (Article 10.2).

For payroll purposes only, the Member's daily rate is calculated by dividing his/her individual contract by 228.

Members will receive their individual contracts in 26 equal bi-weekly payments. Any other arrangements will be mutually agreed upon by both parties.

Effective as soon as administratively possible, all WWCOAA members will use Direct Deposit for their payroll checks.

A Member beginning work after July 1 or leaving before June 30 shall have his/her individual contract, extra hour/degree stipend, holidays, vacation days, and personal business days prorated accordingly.

#### **4.2**

The following paid holidays will be observed:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
The Day After Thanksgiving Day	Good Friday
Christmas Eve Day	Easter Monday (only if no instruction is scheduled)
Christmas Day	Memorial Day

#### **4.3**

Members are entitled to twenty-six (26) vacation days each school year and may be taken at any time with prior approval of the Member's supervisor.

Members shall not be required to use vacation days during Mid-Winter Break, if s/he chooses to work.

Up to seven (7) unused vacation days may be carried over from school year to school year without prior approval of the Superintendent.

#### **4.4**

WWCOAA members will be provided six (6) paid days off during Winter Break and four (4) paid days off during summer shut down, or the 4th of July week.

## **ARTICLE 5 EMPLOYMENT SECURITY**

#### **5.1**

A dismissal of a Member, following due process procedures and in a manner that is not arbitrary or capricious will negate the remaining portion of the individual contract.

## **5.2**

The Board shall offer each Member a one-year individual contract, the terms of which shall not conflict with the terms and conditions of this Agreement.

## **5.3**

Before involuntarily transferring, not renewing a contract, or changing the status of a Member, the Board shall offer reasonable assistance to the Member in correcting the inadequacies giving rise to the reasons for the contemplated action. The affected Member may request Association representation at each level of the due process procedure.

1. Conferences shall be held between the Member and his/her immediate supervisor dealing with the clearly identified inadequacies. Inadequacies and suggested remedies will be committed to writing if the Member so requests.
2. If the identified inadequacies persist, a formal warning shall be issued to the Member which contains specific inadequacies and suggested remedies in writing, with appropriate timelines as determined by the Superintendent.

If the identified inadequacies continue to persist, a formal review of the Member's performance shall be written and presented to the Member.

## **5.4**

The District will only discipline a Member in a manner that is fair and reasonable (not arbitrary or capricious).

## **5.5**

In order to encourage the harmonious and expeditious resolution of complaints against Members, their programs, and/or their subordinates, the District shall re-direct the complainant to the Member as the first step in the resolution process.

## **5.6**

Copies of all written complaints will be forwarded to the Member.

## **5.7**

The Board agrees that prior to overruling any Member relative to student discipline, it will afford the Member the opportunity to present the rationale for that discipline decision.

## **5.8**

Any Member not identified as Ineffective or Minimally Effective who has been removed because of job eliminations shall be offered a W-WCOAA position for which s/he is qualified prior to the placement of any person from outside of the Association. The Superintendent, after consulting with the Association, shall determine internal W-WCOAA placements prior to the placement of the returning Member.

**5.9**

A Member whose status is changed to a lower job classification assignment because of reduction in the number of W-WCOAA positions shall be compensated at the rate of his/her individual contract for the duration of the school year.

**5.10**

Any Member wishing to return to a teaching position must notify the Human Resources Division and the W-WEA, in writing, no later than April 1 of any work year.

**5.11**

No Member will be deemed to be granted continuing tenure in any position covered by this contract or any other administrative or non-classroom position previously held. Continuing tenure obtained or retained shall not be for any position other than that of a classroom teacher by virtue of this contract.

**5.12**

Should it become necessary to reduce the number of positions in the Association, the District will inform the Association of the reasons for the reductions. The Association shall be given the opportunity to suggest alternatives to such reductions before the reductions are acted upon. Members not entitled to notice by statute whose positions are scheduled to be eliminated shall be given written notice of such no later than June 1.

**5.13**

Members transferring to another bargaining unit shall carry over their sick banks, as allowed by that union contract.

**5.14**

Members who are involuntarily transferred shall be transferred, if possible, to comparable positions and shall not suffer any reduction in salary (and/or compensation) during the life of their individual contracts. An involuntary transfer will be made only after a meeting between the Member involved and the Superintendent, at which time the administrator will be notified of the reason for transfer.

**5.15**

The District agrees to consider volunteers before involuntarily transferring any Member.

**5.16**

The District agrees to consult with the Association prior to the creation of any new Association position(s) or prior to any reorganization which may affect any Association position(s).

**5.17**

The District agrees to negotiate with the Association the rates of pay, wages, terms, and working conditions of all new Association positions or any change which significantly alters the responsibilities of a current position.

The parties agree that decisions about the development, content, standards, procedures,



adoption, and implementation of the method of compensation required under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions about how an employee performance evaluation is used to determine performance-based compensation under section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, decisions concerning the performance-based compensation of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit are not subject to negotiations or this Agreement

## **ARTICLE 6 GRIEVANCE PROCEDURE**

### **6.1**

A grievance is a complaint by a Member, a group of Members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### **6.2**

A Member or group of Members who file an administrative complaint or civil action arising from or relating to a violation, misinterpretation, or misapplication of any provision of this Agreement, by so doing, waive(s) his/her/their right(s) and any right(s) the Association may have to pursue or enforce a grievance or remedy under this Article.

### **6.3**

The term “days”, when used in this Article, shall mean working days. Time limits may be extended by written agreement by both parties.

### **6.4**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

### **6.5**

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the District’s last answer. In the event that the District shall fail to supply the Association with response to a hearing at a particular level within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next level with a time limit for exercising said appeal commencing with the expiration date of the District’s grace period for answering.

### **6.6**

A Member may present a grievance and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement and provided the Association has been given opportunity to be present at such an adjustment. Individual grievances may not be moved to Level Three by an individual Member of the Association.

### **6.7**

A Member or the Association may withdraw a grievance at any level without prejudice or record. However, if in the judgment of the Association, the grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

### **6.8**

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned within five (5) days commencing with the start of formal grievance procedure. Pertinent information that comes to light throughout the grievance process will be provided accordingly.

### **6.9**

Any conference which may be held under the grievance procedure shall be conducted at a mutually agreeable and reasonable time and place.

### **6.10**

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved. When a cause of complaint occurs, the affected Member shall request a meeting with his/her immediate supervisor in an attempt to resolve the complaint. The Association will be notified and may be present with the Member at such meeting. The Member or the Association may formalize an unresolved complaint by proceeding to Level One.

### **6.11**

**LEVEL ONE:** If a complaint is not resolved in a conference between the affected Member and the immediate supervisor, the complaint may be formalized into a grievance.

It shall be submitted in writing within five (5) days of the meeting with the immediate supervisor. Within seven (7) days after submission of the grievance, the Superintendent will conduct a hearing. The Superintendent shall have five (5) days after the conclusion of the hearing to render a written decision.

### **6.12**

**LEVEL TWO:** If the grievance is still unsettled, the Association may submit the grievance to mediation using the services of the Michigan Employment Relations Commission (MERC) within fifteen (15) days after the reply of the Superintendent.

### **6.13**

**LEVEL THREE:** In the event no resolution is reached via the mediation process, the grievance may be submitted to arbitration within twenty (20) days after the conclusion of the mediation hearing.

In the event the mediation process is not utilized, the grievance may be submitted to arbitration within twenty (20) days after the reply from the Superintendent in Level One.

The American Arbitration Association shall govern the arbitration hearing. The Arbitrator shall

have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree the judgment thereof may be entered into any court of competent jurisdiction.

**6.14**

By mutual agreement, the Association and the District may enter into the processing of the grievance at any level.

**6.15**

The parties agree that all grievances relating to promotions, transfers, Member evaluations, and individual contracts cannot be moved to Level Three of the grievance procedure.

**6.16**

Each party shall bear the full costs for its side of the arbitration, and shall pay one-half (1/2) of the costs for the arbitrator.

**ARTICLE 7  
STAFFING METHODS AND PROCEDURES**

**7.1**

The District and the Association agree that all positions in the Association shall be staffed by competent and qualified persons as determined by the Superintendent.

**7.2**

All open Association positions shall be posted for at least seven (7) calendar days prior to the filling of vacancies.

Vacancies may be filled on an emergency basis until such posting procedures can be followed. Where, in the judgment of the Superintendent, the best interest of the school district would be served, temporary appointments may be made without posting for positions remaining vacant beyond two (2) weeks. Should this vacancy exceed 90 school days, the District and the Association, through mutual agreement, will decide how best to fill the vacancy.

**ARTICLE 8  
EMPLOYEE EVALUATIONS**

**8.1**

Evaluations shall be conducted annually. Evaluations will be tied to student growth and will be in compliance with State and Federal laws.

**8.2**

The parties agree decisions about the development, content, standards, procedures, adoption, and implementation of a public school employer's performance evaluation system adopted under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, or under 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, decisions concerning the content of a performance evaluation of an employee under those provisions of law, or the impact of those decisions on an individual employee or the bargaining unit are not subject to negotiations or this Agreement.

The evaluation of members not subject to MCL 380.1249 shall be based on, but not limited to, the duties and responsibilities identified in the Member's *Job Description*. Additionally, it shall include multiple rating categories that take into account data on student growth as a significant factor where applicable. The parties agree to meet and enhance or modify these evaluation procedures as necessary to be compliant with State and Federal law.

### **8.3**

The Superintendent shall follow the procedures listed below regarding evaluations of members not subject to MCL 380.1249:

The Evaluation shall be written, signed by both the Member and the Evaluator, and placed in the Member's personnel file.

If the Evaluation is in part or in total unsatisfactory, it shall include the identification of deficiencies and recommendations for correcting those deficiencies. During the following year, the Member shall develop and implement by November 1 a plan approved by the evaluator to address the unsatisfactory portion(s) of the evaluation. The Member will then be re-evaluated in the area(s) of deficiency.

### **8.4**

Members will receive copies of all evaluations and may attach personal statements to them if they wish. Such attachments will be placed in the Member's personnel file.

## **ARTICLE 9 LEAVES OF ABSENCE**

### **9.1**

A total of fifteen (15) days per school year shall be granted to the Association for the advancement of the profession. Leave requests shall be approved by the Human Resources Department.

### **9.2**

A General Purpose Leave may be granted for a period of up to one school year.

Members accepting full time positions outside of the school district will not be granted General Purpose Leaves.

### **9.3**

General Purpose and Parental leaves of absence will be considered periods of leave without pay and fringe benefits. Such leaves shall expire at the beginning of the next school year. No salary increment will be granted for said leaves. Members shall continue to accrue seniority for one year while on such leaves.

### **9.4**

A Parental Leave may be granted for up to one school year for the purpose of having a baby, adopting a child, or staying home with a child. Such a leave may be extended one additional

school year, upon request of the Member.

#### **9.5**

Members not identified as Minimally Effective or Ineffective returning from General Purpose and Parental Leaves shall be placed into the first available Association position for which they are qualified.

#### **9.6**

A Member called to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the Member's pay and the pay received for the performance of such an obligation. Such duty of giving of testimony shall not be charged to the Member's sick or personal leave bank. Members may be required to provide documentation of their requirements to perform such duties. A Member involved in personal litigation must use personal business days for such testimony.

#### **9.7**

Each year, the District shall credit each Member with five (5) bereavement days to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents, or children. Two (2) of the (5) allotted bereavement days may be used for purposes of attending to the death or attending the funeral/memorial service of an aunt or uncle. If additional days are required, use of sick leave or personal leave is permissible. Bereavement days shall not carry over from one year to the next.

#### **9.8**

Members shall earn one (1) sick day per month. Unused sick days will accumulate in personal sick banks.

#### **9.9**

Members shall be entitled to three personal business days per school year. Unused days will be added to the Member's personal sick bank.

#### **9.10**

For any absence which exceeds five (5) consecutive work days under the sick leave provision, the Member may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of a Member, s/he may be required to provide the Human Resources Division with written verification for future absence(s). No requests for verification due to chronic absenteeism shall be made, however, unless the Member has been given prior notice of his/her situation regarding chronic absenteeism.

#### **9.11**

No Member shall suffer loss of pay or reduction of sick, personal business, or vacation days in the event a general catastrophe (such as severe weather conditions, utility failure, threat days, etc.) closes down all of the school district.

### **9.12**

For the purpose of determining approval of sick leave utilization, approval to return to work, or the right to continue to work, the Superintendent, with notice to the Association, may make a written request requiring a Member to provide the results of a physical/mental examination from the Member's doctor.

If the District is not satisfied with this report, the District, upon notice to the Association, may require the Member to submit to an examination by a doctor of the District's choice. The District shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the District. Both parties will be informed of the examination results.

### **9.13**

A Member may be placed on an involuntary leave for just cause.

For purposes of determining an involuntary leave, the District, upon notice to the Association, may make a written request requiring the Member to provide the results of a physical/mental examination from his/her doctor to determine the Member's ability to perform the essential functions of his/her job with or without accommodation.

If the District is not satisfied with this report or should the employee not provide this report, the District, upon notice to the Association, may require the Member to submit to an examination by a doctor of the District's choice. The District shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the District. Both parties will be informed of the examination results.

Time off under this Article will be charged to the Member's personal sick bank.

## ARTICLE 10 SALARY AND FRINGE BENEFITS

### 10.1

Members will move one (1) step on the Salary schedule for the 2022-2023, 2023-2024 and 2024-2025 school year.

WWCOAA members will receive a 1% increase to the 2024-2025 salary schedule, if after the fall annual audit for school year 2023-2024, the general fund balance is at or above 15%.

The Salary Schedule may be found at the back of this Agreement

**Longevity:** In recognition of longevity within the District, the parties wish to provide a longevity payment to members with 5 or more years of service to the District. The payment will be equivalent to \$150 per year of service, with a maximum of \$5,000. Payments will be made in June for the 2022-2023, 2023-2024 and 2024-2025 school years.

**Retention:** The parties wish to provide a \$3,000 retention bonus to those members who return after completing the 2021-2022 school year, a \$3,000 retention bonus to those members who return after completing the 2022-2023 school year, a \$3,000 retention bonus to those members who return after completing the 2023-2024 school year. The retention payments will be paid out during the first pay period in October to all WWCOAA members.

### 10.2

An allowance of \$40 per hour for graduate hours beyond the Master's Degree, Education Specialist, Ed.D., Ph.D., J.D., or L.L.D. from an accredited college or university or from an institution approved by an accredited agency recognized by CHEA will be paid. Payment for accredited hours is not to exceed 30 hours. Any college, university, or institution must have the prior approval of the Superintendent.

Members who participate in continuing education programs which meet the criteria for awarding of State Continuing Education Clock Hours (SCECHs) from institutional members of the Council on the Continuing Education Unit shall receive SCECH credit to be converted into credit hours reimbursable as indicated above. Twenty-five (25) SCECHs equal one (1) semester hour. No credit will be given, however, if the tuition for the SCECH was paid for by the District.

When the following degrees have been attained, these allowances will be paid annually to the Member:

Ed Specialist/Double Masters.....	\$2,000
Ph.D., Ed.D., J.D., or L.L.D .....	\$3,500

### 10.3

Members not on the W-WEA seniority list may take classes which are directly related to their job responsibilities subject to the approval of the Superintendent. The District will pay up to \$500 per year to cover the costs of such classes.

**10.4**

A Member called for jury duty shall receive his/her full salary for the time period s/he is serving. Compensation received for jury duty will be turned over to the District. The District will reimburse the Member for all associated parking fees and mileage.

**10.5**

Members having 10 or more years of service in the District who sever employment because of death, disability, or retirement, shall be paid an amount equal to 9% of his/her current annual salary. This severance pay shall be deposited into a non-elective employer contribution 403b Plan designated by the Board.

**10.6**

Should a Member having ten (10) or more years of in-district service sever employment with the District s/he will be paid \$100.00 per day for each of his/her accumulated sick days. This severance pay, if more than \$2,000, shall be deposited into a non-elective employer contribution 403b Plan designated by the Board.

**10.7**

The Board agrees to provide those Members not covered by any other employer paid group hospital/medical insurance program a full family hospital-medical insurance program. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan in addition to any other offerings the parties mutually agreed upon.

Effective with the ratification of this agreement, the District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of members' medical premiums. If the aggregate costs of the medical premium are less than the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the member's elected medical premiums for each school year shall be paid by the Member through pre-tax payroll deductions.

The maximum amounts payable by the Board shall be adjusted each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier which offers a "bronze" plan that provides "minimum coverage" pursuant to 26 USC Section 36(B)(c)(C)(ii).

The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 106. An increase equal or greater than 10% will trigger the parties to meet and review alternate carriers and plans.



## 10.8

It is specifically understood that any Member covered by any other employer paid group health-medical policy is not eligible for the above coverage. The District may require each employee to certify in writing that s/he is not covered by any other employer paid hospital-medical insurance. Any Member who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the District all premium monies which the District has paid for such benefits. The parties agree to the following interpretation concerning dual insurance coverage:

- (1) The Member and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the Member, his/her spouse, and any member/s of his/her family, including children. For example, the Member may select single subscriber coverage paid for by the District, if his/her spouse covers himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the District under two separate coverages.

- (2) The following coverages shall not be considered dual coverage for purposes of this Article.
  - (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
  - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
  - (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the Member and/or his/her spouse resulting in dual coverage;
  - (b) If pre-existing conditions prevent continuous hospital-medical coverage for the Member, spouse, and/or any dependent as a result of the transfer of, or dropping of any District or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the Member shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- (5) Dual hospital-medical insurance coverage will be allowed temporarily for the Member, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be

extended until the effective date following the next open enrollment period.

- (6) The District shall provide hospital-medical insurance coverage for the Member and dependent children in instances where the Member's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
- (7) Dual hospital-medical insurance coverage shall be allowed for the Member and his/her overage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the traditional full family hospital-medical insurance program identified in Article 10.7 above, including deductible.

For purposes of implementing this subsection (8), the Association shall appoint a representative to meet with a designee from Human Resources Department in order to review Member requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage. If the representatives cannot agree to approve or deny a Member's request for exemption, the Association may submit the issue to final and binding arbitration under Level 3 of the Grievance Procedure.

- (9) An annual survey may be distributed by the District to all Members carrying District paid hospital-medical insurance for the purpose of updating eligible dependents. Each Member must complete and return the survey within thirty (30) days. Failure to comply may result in loss of hospital-medical insurance benefits.

#### **10.9**

The District will provide long term disability coverage for all Members:

- a. After three (3) months of continuous inability to perform the job due to a qualifying incapacity.
- b. Paying two-thirds (2/3) of salary to maximum of \$5,000 per month.
- c. A copy of this policy will be provided.

#### **10.10**

The District will provide \$50,000 of life insurance (with A.D.&D.) with an option to purchase additional insurance at District rates at the Member's expense, as allowed by the carrier.

#### **10.11**

The District agrees to provide a full family dental insurance plan equivalent to 100% Class I (Preventative/Maintenance), 90% Class II and Class III (Basic/Major), with a calendar year maximum of \$1,500 per eligible dependent and 90% Class IV (Orthodontic) coverage with a lifetime maximum of \$4,000 per eligible dependent.

The carrier will agree to provide both internal and external coordination of benefits for all

Members.

**10.12**

The District agrees to provide a vision insurance plan equivalent to Full Family Vision Service Plan III.

**10.13**

Any Member who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the Member shall be charged sick leave from his/her accumulated account or, if the Member so requests, personal business leave. If the Member has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the Member's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for 90 calendar days from the date of said injury. Said Member shall also, during this period of time, receive from the District the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the Member's incapacitation continues to the 15th calendar day and/or beyond, the Member so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the Member's incapacitation continues beyond the 90-day period stated in Article 10.16 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said Member has used up all of his/her remaining sick leave and/or personal leave days.
5. It is also understood that, after the 90-day period, the amount of sick leave or personal leave to be deducted from the Member's account will be 1/2 day for any full day's absence. If the Member is absent less than a full day, s/he will still be charged 1/2 day from his/her sick or personal leave account.

**10.14**

Members in Grades 16 and 17 and the Administrative Assistant to the Superintendent and the Board of Education are required to attend School Board Meetings and other functions when necessary.

**10.15**

Member's using their own transportation for carrying out responsibilities for school business will be reimbursed for the mileage at the IRS approved rate.

## **ARTICLE 11 ENTIRE AGREEMENT CLAUSE**

### **11.1**

The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the consent of the parties in an amendment hereto.

### **11.2**

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement. The remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement providing the intent of the remaining language is not changed.

### **11.3**

This entire agreement or specific provisions of this agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

## **ARTICLE 12 MISCELLANEOUS**

### **12.1**

Members absent as a result of an assault or lawsuit related to their work shall not have the absence charged against their personal sick banks.

### **12.2**

The Board shall reimburse a Member up to two hundred dollars (\$200.00) during the course of one year for the damage, loss, or destruction of personal property having a value of ten dollars (\$10.00) or more, provided such damage, loss, or destruction is connected with the execution of assigned responsibilities and was not occasioned by the negligence of the affected Member.

### **12.3**

The District carries insurance, at no cost to any Member, covering certain claims that may be made against the District and Members. The District intends to maintain such insurance for the term of this Agreement, subject to the availability of such insurance at prices comparable to those prevailing in the market at the time this Agreement is ratified. No Member shall pay any deductible.

### **12.4**

Cell phone stipend, members that are required to carry a District provided cell phone will have the option to use their personal cell phone in lieu of a District provided cell phone in turn receive a \$50 monthly stipend paid through the District payroll. Qualified employees who chose this option are required to provide their phone number to the District as well as maintain an active cell phone account at all times while employed with the District in a position that requires a District cell phone.

**ARTICLE 13  
DURATION OF AGREEMENT**

This Agreement becomes effective July 1, 2022 and shall continue in full force and effect through June 30, 2025.

The Association (W-WCOAA) may notify, by registered mail, the Board of Education, no later than June 1, 2025, of its desire to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor contract.

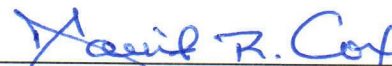
In witness whereof, the parties hereto have caused their names to be subscribed by their authorized officers and representatives the day and year first above written.

Wayne-Westland Central Office  
Administrators' Association



Kate Brohl  
President, WWCOAA

Board of Education  
Wayne-Westland Community Schools



David Cox  
President, Board of Education



Michael Kapolka, Assistant Superintendent  
Human Resources

Union Ratification Date: 6-10-22

Board Ratification Date: 6-13-22

## ARTICLE 14 CLASSIFICATIONS

<u>Grade</u>	<u>Position</u>
17	Executive Director of 6-8 Curriculum & Instruction Executive Director of 9-12 Curriculum & Instruction Executive Director of College & Career Readiness Executive Director of Elementary Curriculum & Instruction Senior Executive Director of Special Education
16	Executive Director of Maintenance & Operations
15	Director of Assessment and Data Analysis Director of Career & Technical Education & Early Middle Colleges Director of Professional Development & School Improvement Director of Special Education Director of State & Federal Programming Executive Director of Technology and Innovation
13	Director of Communication and Marketing Director of English Language Learner Services Director of Human Resources Director of IT Operations & Infrastructure Director of Student Services Director of Transportation
11	Coordinator of Preschool Education Programs Human Resources Specialist Marketing Specialist Supervisor of College and Career Readiness/Social Emotional Learning Supervisor of Energy and Facilities Services Supervisor of Family and Community Engagement Supervisor of Maintenance and Operations Supervisor of Virtual Programs
10	Grants Management and Purchasing Supervisor
9	Administrative Assistant for the Superintendent & Assistant Superintendent of Administrative Services Payroll Supervisor Supervisor of Transportation
8	Pupil Accounting Specialist Staff Accountant Supervisor of Communications

Supervisor of Garage Operations

- 7      Administrative Assistant for Business  
         Administrative Assistant for Curriculum, Instruction and Assessment  
         Administrative Assistant for Human Resources
- 5      Administrative Assistant to the Board of Education
- 4      Coordinator of Senior Adult Center and Volunteers  
         Dispatcher/Router

**2022-2025**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
17	117,762	121,884	126,150	130,565	135,135	139,865	144,760	149,827
16	112,351	116,284	120,354	124,566	128,926	133,438	138,109	142,942
15	105,149	108,829	112,638	116,581	120,661	124,884	129,255	133,779
14	102,057	105,629	109,326	113,152	117,112	121,211	125,454	129,845
13	99,058	102,525	106,113	109,827	113,671	117,650	121,767	126,029
12	92,331	95,563	98,908	102,370	105,952	109,661	113,499	117,471
11	85,827	88,831	91,940	95,158	98,488	101,935	105,503	109,196
10	80,241	83,050	85,857	88,965	92,079	95,302	98,637	102,089
9	73,883	76,469	79,145	81,915	84,782	87,750	90,821	94,000
8	65,876	68,181	70,568	73,038	75,594	78,240	80,978	83,812
7	61,617	63,774	66,006	68,316	70,707	73,182	75,744	78,395
6	59,571	61,656	63,814	66,048	68,359	70,752	73,228	75,791
5	55,324	57,260	59,264	61,338	63,485	65,707	68,007	70,387
4	50,790	52,568	54,407	56,312	58,283	60,323	62,434	64,619



**LETTER OF UNDERSTANDING  
BETWEEN  
WAYNE-WESTLAND COMMUNITY SCHOOLS BOARD OF EDUCATION  
AND THE  
WAYNE-WESTLAND CENTRAL OFFICE ADMINISTRATORS ASSOCIATION**

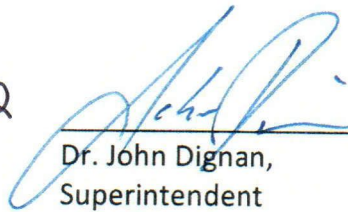
The parties agree to modify Article 14, Classifications, to add the following:

<u>Grade</u>	<u>Position</u>
17	Executive Director of 9-12 Curriculum & Instruction – Add to Classifications list
17	Executive Director of 6-8 Curriculum & Instruction – Changed from Executive Director of Secondary Curriculum & Instruction
15	Director of State & Federal Programing – Changed from Grade 13
15	Director of Professional Development & School Improvement – Changed from Grade 13
13	Director of Curriculum, Instruction & Assessment-Removed
13	Director of Secondary Curriculum-Removed

This letter will expire on June 30, 2025, at which point the modifications will be incorporated into the CBA by the parties.

*K. Brohl* 8.3.22

Kathleen Brohl  
President, Wayne-Westland  
Central Office Administrators Association



Dr. John Dignan,  
Superintendent  
Wayne-Westland Community Schools

8-1-2022

Date

*Heather Martinez* 8/3/22

Heather Martinez  
Vice-President, Wayne-Westland  
Central Office Administrators Association