

**MASTER AGREEMENT**

**BETWEEN**

**WALDRON AREA SCHOOLS**

**AND**

**WALDRON EDUCATION ASSOCIATION, MEA/NEA**

**2013-2016**

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## **ARTICLE 1: RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining agent, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, including counselors and librarians but excluding: administrators, teacher supervisors, supervisory personnel, substitute teachers, coaches who are not otherwise members of the bargaining unit as teachers, and all other employees employed by the Board.
- B. The term "Board" as used herein shall include the Board of Education, High School Principal, Elementary Principal, and Superintendent of Schools. The term "teacher" as used herein shall include only those employees represented by the Association and employed by the Waldron Board of Education.
- C. The Board agrees not to negotiate with any teachers' organizations or any individual teacher other than the Association for the duration of this agreement.

## **ARTICLE 2: ASSOCIATION RIGHTS**

- A. The Hillsdale Lenawee County Education Association, Waldron Education Association MEA/NEA and its representatives shall have the right to use school buildings, facilities, and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association further agrees to submit a written request for building and/or room use for the Superintendent's approval.
- B. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, one of which shall be provided in each school building. The Association may use the teacher mailboxes and computerized e-mail for communication to teachers.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The Association representatives will check into the building office upon entering the building.
- D. The Board agrees to furnish a copy of the following items to the Association upon request by the Association: audit report, register of certified personnel, budget after adopted, Board meeting agendas, grade data, name and addresses of all teachers, degree, and salary paid all teachers, Form B, Allocation Budget, and minutes of all Board meetings. The Association agrees to pay for copies of Form B, Allocation Budget, and minutes of all Board meetings.
- E. The Board shall place on the agenda of each regular Board meeting as an item for consideration under "New Business" any matters brought to its attention by the Association provided those matters are made known to the Superintendent ninety-six (96) hours in advance of the Board meeting.
- F. At the beginning of the school year, the Association shall be credited with six (6) days per year non-accumulative to be used at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance whenever the need is known. No more than three (3) teachers may be off on any given day under this provision. The Association will establish a pool of donated sick days from teachers.

When the Association uses an Association day(s), the donated sick days will be applied as compensation to the board for the teacher's substitute pay.

- G. The Board agrees to notify the Association of all new hires (name, address, phone number, Position, step, etc.)

### **ARTICLE 3: TEACHER RIGHTS**

- A. Nothing herein shall be construed to deny rights granted to teachers by the laws and Constitutions of the State of Michigan and the United States as they relate to the teacher's wages, hours, and terms or conditions of employment.
- B. Teachers shall be informed of the telephone number that they shall call between 6:30 a.m. and 7:00 a.m. to report unavailability for work along with the reason(s) for unavailability. If situations change after 7:00 a.m. -- then immediate notification will be made to the principal or to the district. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The decision concerning the assigning of a substitute rests with the administration.
- C. The Board shall make available in each school separate lunchroom, restroom, and lavatory facilities for teachers' use and one room appropriately furnished which shall be reserved for use as a faculty work room/lounge. The only exception will be that the High School teachers' work room may be used by students after 3:30 p.m. on the days of a home athletic contest.
- D. Telephone facilities shall be made available to teachers for their reasonable use. The Board shall not be financially responsible for personal toll calls.
- E. Acceptable Use of Internet/Intranet
  - 1. Teachers will receive in his/her opening day packet and/or upon hire, the board's policy on acceptable uses of the Internet/Intranet agreement.
  - 2. It is understood it is appropriate for teachers to use the Internet/Intranet for Association activities and reasonable personal recreational usage to the extent that such use does not violate any express prohibitions of this contract and does not interfere with teachers' assigned duties and responsibilities. Reasonable personal recreational usage is limited to a teacher's duty free hours (i.e. lunch).
  - 3. Teachers will not be disciplined for a student's independent misuse of the Internet/Intranet. Teachers will receive password and virus protection.
  - 4. The Board agrees not to cease teacher's use of the Internet/Intranet due to unintentional violation of this provision.
  - 5. Teachers will be given notice of any changes and/or policies regarding the Internet/Intranet prior to implementation.
- F. If the district decides to implement distance learning, the board and the association will negotiate prior.

G. Association Representation

The board will remind the teacher that Association representation may be present during any meeting with Administration regarding the observation and/or evaluation process.

H. Personnel File/Record

Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association, at the teacher's request, will accompany the teacher in this review.

The teacher will be notified immediately if a third party is requesting his/her personnel file/record.

- I. The board and the Association recognize that the ability of pupils to progress and mature academically is the combined result of home, school, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

**ARTICLE 4: DISTRICT RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the district of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the district shall continue to vest exclusively in and be exercised exclusively by the district. Such rights shall include, by way of illustration and not be way of limitation, the right to:

1. Manage and control its business, equipment, and operations.
2. Direct the working forces, including the right to post, hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the work force.
3. Determine the services, supplies, and equipment necessary to continue its operation and to establish standards for their use and operation.
4. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
5. Determine the qualifications of employees, including job description and the essential job functions of employees.
6. Determine overall goals and objectives, as well as, all policies affecting the educational programs.
7. Determine the number and location or relocation of its facilities.
8. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.

9. Determine all financial policies, including all accounting procedures and all matters pertaining to public relations.
  10. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the district, the adoption of policies, rules, regulations and the practices in furtherance thereof, and the use of judgment and discretion in connection wherewith shall be limited only by the specific and express terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of, or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the district in the past.

## **ARTICLE 5: WORKING CONDITIONS**

### **A. Teaching Hours:**

1. The teacher's normal working hours will be 7:40 am to 3:10 pm., or five minutes after the buses leave the school grounds.
2. All teachers shall be entitled to a thirty- (30) minute duty-free uninterrupted lunch period from the end of one class period to the start of the next class. Teachers shall not be required to supervise students, unless it counts as instructional time during breakfast or lunch. During breakfast and lunch students must remain in designated areas of the cafeteria and the multi-purpose room.
3. Teachers shall be in the proximity of their rooms for student availability and room supervision prior to the start of the student day.
4. The workdays will be listed in the annual school calendar and attached as APPENDIX E of the contract.
5. Teachers agree to work the necessary hours/days of instruction as mandated by the State of Michigan to enable the board to meet these requirements.
6. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of pupil's regular school day in the morning.
7. When school is officially called off, teachers will not have to report to work.
8. The Association will work with the superintendent to equalize abbreviated class hours on delayed/shortened days.
9. The Board and the Association will negotiate any workday/work hour changes and the impact of the teacher's day.
10. Professional development days will be held on five (5) full/half workdays. Students will not be in session on such days (see APPENDIX E, School Calendar).

11. Parent-teacher conferences will be held one day in the fall from 11:00 a.m. – 2:00 p.m. and 3:00 p.m. to 7:00 p.m. Students will not be in session on this day. Also on one evening in the spring from 4:00 p.m. to 7:00 p.m. Teacher comp time will be negotiated into the calendar.

B. Class Size:

Because the K-12 pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class enrollment and room enrollment should be lowered wherever possible and never to exceed a maximum of thirty-five (35) pupils, except for band and music classes, and any other special classes with approval of the teacher involved. The district will consult directly with the Waldron EA prior to assignment of "teacher of record". A teacher may refuse to be a "teacher of record" if it conflicts with the current teaching load and assignment.

C. Qualifications and Assignments:

1. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates.
2. The employment of teachers based on special certificates is to be permitted only if the Board has contacted at least three (3) university placement offices and notified the Association in writing that an opening for employment exists in an effort to find a person with full certification and no such qualified person applies for employment.
3. Substitute teachers shall be employed by the Board only to replace teachers who are on the payroll and absent.
4. The Board of Education agrees to employ a certified teacher in elementary non-core areas. It is mutually agreed that this section does not supersede the provisions of Article 11 "Reduction in Personnel".
5. Middle and high school teachers shall have five unassigned preparation periods per week. Teachers must teach three (3) classes to be entitled to a full preparation period. Teachers teaching one class shall have 1/3 of a preparation period; teachers teaching two periods shall have 2/3 of a preparation period. Assignments to a supervised study period shall be considered a teaching period for purposes of this article.
6. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods. In addition, elementary teachers shall be provided a minimum of 255 minutes per week of duty free preparation time. This preparation time shall be provided by specials, physical education, music, computer classes, etc. If administratively schedules recesses are provided, they shall be duty free and such time may count toward the preparation time. When special teachers, excluding remedial reading and math teachers, are unable to report for work, the administration will make every attempt to hire substitute teachers for the necessary time to ensure adequate planning time for elementary teachers.
7. Teachers who will be affected by a change in grade assignment in the elementary or subject assignment in the secondary will be consulted before July 15 when the need for such a change is known. To the extent feasible, such changes will be voluntary.

All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding August 10. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly.

8. At the end of each assignment the current staff will be informed as to their status for the next semester/school year.
9. Filing vacancies in extracurricular positions on Appendix B shall be done in the following manner:
  - (a) If there is more than one applicant from within the bargaining unit (and no outside applicants apply), the position shall be awarded to the most qualified applicant. Qualified shall mean experience, training, education, or other factors related to the position. If no candidate is qualified, the position will be reposted. If any applicants from within the bargaining unit are equally qualified, the position shall be awarded to the most senior applicant.
  - (b) If there are applicants for the vacancy from inside and outside the bargaining unit, the position shall be awarded to the most qualified applicant. Qualified shall mean experience, training, education, or other factors related to the position. If no candidate is qualified, the position shall be reposted. If an applicant from inside the bargaining unit and an applicant from outside the bargaining unit are equally qualified, the position shall be awarded to the applicant from inside the bargaining unit.
  - (c) All posting for positions on Appendix B will be posted internally and externally at the same time.
10. The duties of the teacher aide shall be determined by the administration.
11. The building principal has the authority to call a maximum of one teachers' meeting per month. Teachers' attendance is mandatory unless prior arrangements have been made with the building principal. At the beginning of the school year, the building principal will establish a regular day of the month for teachers' meetings. Teachers' meetings will be as brief as possible and shall begin immediately after student dismissal and not extend more than sixty (60) minutes beyond dismissal time. Additional meetings may be scheduled on a different day or with less than seventy-two (72) hours' notice if in the judgment of both the principal and the building representative an emergency exists.
12. The teachers are responsible for keeping an accurate account of textbooks and equipment for their classes. The teachers will be responsible for making the first attempt to collect for lost or damaged articles. The teachers will be furnished with an itemized list for damage fees. If the teacher is unable to collect, he/she will refer the problem to the appropriate administrator.
13. Student grades are to be kept confidential; therefore, the grade books and/or technological grades are to be kept under the direct control of the teachers and/or substitutes during the school year. At the end of the school year, all grade books are to be given to the building principal.



14. Lesson plans are to be in the principal's office on Monday morning proceeding the time they are to be used for the week.

D. Supplies and Materials

The Board recognizes that adequate numbers of appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, and similar materials are the tools of the teaching profession.

The Board further recognizes that specialized programs require special materials in order to be effective. The teachers shall have a voice in selection of materials and will convey to the chosen Association representative and principal their requests. In case of disagreement over selection of materials, the teacher shall have the right to present his/her request to the Superintendent. Then in case of disagreement over selection of materials, the teacher shall have the right to present the request at a Board Meeting. The Board agrees at all times to keep the schools reasonably equipped and maintained.

The Board further recognizes that the library and library services are basic to the educational process. Therefore, the library will be used under the direction of the librarian during the hours it is to be used. The librarian will not be assigned additional (non-library) duties during these times. The only exception to this will be on a temporary basis (not more than 5 days) when a small group (less than 12) may be assigned to the library. The library will remain open under the supervision of the librarian and /or adult librarian aide.

For 2014-2015 and 2015- 2016 library position will not be filled due to budget constraints.

## **ARTICLE 6: VACANCIES OR RECALL PROCEDURE**

- A. Vacancies. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled. A vacancy may result from the retirement, transfer, reassignment, termination of present bargaining unit members, and expansion of present programs or the creation of new programs.
- B. All vacancies will be posted at least five (5) working days during the school year. During vacation periods, all vacancies will be posted for at least five (5) working days when the board office is open and notices will be sent to the last known address of the teachers. The administration shall be bound to post vacancies to all laid off employees as well.
- C. In accordance with the State Tenure Law, employees covered under this contract will be held on the recall list for three years.

## **ARTICLE 7: LEAVES OF ABSENCE**

A. Paid Leaves:

1. Leave--

- a. Each teacher shall be allowed thirteen (13) leave days per year. For the 2014-2015 school year only, teachers will be granted 14 days of leave. This will return to 13 days of leave in 2015-2016. Any unused leave days ten (10) or less

will accumulate to an unlimited number. Teachers shall be paid the county sub pay for each current year unused leave days over ten (10) at the end of the year.

- b. A teacher may use any or all accumulated leave for personal illness or disability. Time off with pay, chargeable against the employee's leave may be granted for illness in the immediately family. The only justification for paid absence is that the employee must be absent because of an inability to arrange care of someone in the immediate family who is ill. The immediate family in this paragraph is defined as being spouse, children, parents or individuals living with the employee. Up to five (5) days per year and three (3) days per incident may be used for other family members to make arrangements for care.
- c. No leave pay shall be paid for any sickness or injury due to their employment in another job, while collecting compensation from another job.
- d. A doctor's note may be requested for any absence activity above and beyond three consecutive days for personal illness.
- e. Teachers will have the option to extend one set of vacation days per year if they have available leave days. Vacation is defined as Thanksgiving break, Christmas break, and Spring Break. This extension can be no more than 3 days and teachers must have the written approval of the superintendent 14 days prior to the leave. Unless a leave is due to emergency or illness a vacation will be without pay unless seven (7) day notice and approval is given by the superintendent.

## 2. Sick Leave Bank

The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable. It would be used to protect teachers with little accumulated sick leave who have a need for more sick days that have accumulated.

The Sick Leave Bank will be administered by the Sick Leave Committee, which will be established and guided by the following rules:

Sick Leave Committee (Committee) –

### Selection of Committee Members:

- a. One member shall be appointed by the Superintendent of Schools and approved by the School Board, representing the school administration to the Sick Leave Committee (Committee).
- b. A majority of the Association shall approve Two (2) members.
- c. The Committee members will elect a chairperson.

### Terms of Office:

- 1. All members will serve two-year terms and may succeed themselves.

### Vacancies:

1. Vacancies created by expired terms are to be filled before the next regularly scheduled meeting.
2. Should any member of this committee become unwilling or unable to fulfill the duties of his/her unexpired term, the position will be considered vacant. A replacement will be made in the same manner as the members were selected initially.

### Meetings:

The committee shall hold an annual meeting during the first week of September. Any two (2) of the Committee members may call special meetings. A majority of the members will be required for any official action of the Committee.

### Sick Leave Bank Membership and Contributions:

1. All teachers, who have contributed at least one day to the bank and conformed to membership requirements, shall be eligible for benefits. Effective September 1, 2008, the enrollment period will be defined as the first two years of employment or two years after the ratification of 2008-2010 agreement. After the first two years of employment, enrollment in the Sick Leave Bank (Bank) will not be permitted unless the teacher makes up days to the bank. (See APPENDIX H.)
2. A teacher's enrollment in the Bank shall continue from year-to-year unless cancelled in writing to the Superintendent's Office and the Committee.
3. At its September meeting, the Committee shall decide if contributions from teachers for the following year are required to retain eligibility. Such a determination is to be based on the total accumulation of contributions and the grants during the previous year. Continued membership requires a minimum of one (1) sick day every two years.
4. Other district employees may donate to the Bank.
5. If the Committee has determined the need, one day of sick leave shall be automatically transferred from the teachers' individual leave accumulations and placed in the Bank by October 1. If the teacher wishes to contribute more than the minimum for that year, he/she must notify the Committee or the Superintendent by September 15 of that year.
6. The School Board shall not be required to contribute any days to the Bank.
7. A record of each teacher's contributions and use of days from the Bank and the total accumulation of the Bank shall be kept by the Superintendent's Office. This record will be presented to the Committee no less than once a year.

### Withdrawal of Days:

1. Any teacher as identified above who has exhausted his/her accumulated sick leave and who has accumulated one (1) uncompensated sick leave day, is eligible to apply to the Sick Leave Committee for usage for further absences from

work during the current contract year. The aforementioned day shall not be deducted from the Bank. A teacher wishing to utilize the Bank shall notify the chairperson of the Committee, and the Association of their intended absence and the dates of absences.

2. The Committee may grant, deny, or suspend grants of sick days from the Bank. An applicant shall have the right to request a review by the Committee.
3. Any grants, by necessity, will be retroactive except in instances of hospitalization, nursing home, or similar confinement, in which cases the Committee may grant days in advance when supported by a doctor's note.
4. Teachers withdrawing leave days from the Bank shall not be required to replace these days except as a contributing teacher. However, they will be permitted to replace them if they wish.
5. A maximum of 60 workdays may be drawn from the Bank for each incident.
6. Leave from the Bank may not be used for maternity or childbirth.
7. Medical complication arising from pregnancy will be dealt with on an individual basis upon requesting days from the Bank.
8. All days contributed to the Bank become the property of the Bank and will not be returned to the individual.
9. If the Bank is dissolved, days will be returned to the teachers on a prorated basis.
10. The Committee Chairman will be responsible to see that all new teachers are made aware of the Bank and given the proper forms for membership.
11. Unused leave days in the Bank at the end of the school year will accumulate for the ensuing school years.
12. Employees requesting to be involved in the use or contribution to the sick bank must make it known in writing to the district prior to September 15 of the school year.

3. Bereavement Leave--

A teacher shall be allowed a maximum of five (5) days' absence without loss of salary in the case of a death in the teacher's immediate family. The immediate family shall include: spouse, child, parent (natural or in-law), brother or sister. Two (2) days shall be allowed for the death of other in-laws, grandparents or others living in the household. If additional days are needed, they shall be deducted from personal days or sick days.

4. Jury Duty--

A teacher called for jury duty shall be compensated for the difference between the teaching pay and pay received for the performance of such obligation.

B. Unpaid Leaves

1. A leave of absence without pay will be granted for up to one (1) year for the purpose of child care. The leave may commence at the option of the teacher, which may be prior to or after the birth of the child. The teacher may continue teaching as long as she can maintain her regularly assigned responsibilities. This determination will be made by the teacher in conjunction with her personal physician, the building principal, and a physician appointed by the Board if the Board desires one to be appointed.

The application for leave under this section shall be submitted to the Superintendent and shall include a statement of the date on which the teacher wishes to commence the leave. The date to commence the leave must be at least thirty (30) calendar days following the application.

2. A leave of absence without pay will be granted for up to the remainder of the school year to a teacher who has exhausted all accumulated sick leave and is unable to return to work. This leave may be extended at the discretion of the Board.
3. A teacher on leave under the above conditions wishing to return to duty shall submit a written request with the Superintendent at least thirty (30) calendar days prior to the date wishing to return to teaching or sixty (60) days prior to the end of the leave.

Upon termination of leave under this section, the teacher shall be returned to the position left at the commencement of the leave.

4. The teacher adopting a child shall receive a similar leave which shall commence upon placement of the child, with consideration for special circumstances.

5. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of the employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- D. due to a serious health condition that renders the employee incapable of performing the functions of his or her job

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- e. Any FMLA leave may be charged against the teacher's accumulated leave days at the teacher's option.

The twelve-month FMLA period will coincide with the 12-month period measured forward from the date any employee's first FMLA leave begins.

C. Other Unpaid Leaves

1. Teachers who have been employed for four (4) years in the system may be granted a sabbatical leave for professional improvement for up to one (1) year without pay. It is agreed that professional improvement includes, but is not limited to: attending college, university, or other educational institution or travel which will improve the teacher's ability to teach.

A teacher on sabbatical leave wishing to return to duty shall submit a written request to the Superintendent at least sixty (60) calendar days prior to the end of the leave.

Upon termination of a sabbatical leave, the teacher shall be returned to the position left at the commencement of the leave.

2. Leave of absence without pay shall be granted to any teacher for up to four (4) years who shall be inducted or shall enlist in military duty in any branch of the armed forces of the United States. A teacher on military leave wishing to return to duty shall submit a written request with the Superintendent at least sixty (60) calendar days prior to the date the teacher wishes to return to teaching or prior to the end of the leave.

Upon termination of a military leave, the teacher shall be returned to a position for which the teacher is certified.

The teacher will be granted credit for years of experience in military duty up to four (4) years, when returning to the district.

3. Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period not to exceed one (1) year for the following reasons: 1) the conditions at home require the teacher to remain at home; 2) self-improvement; 3) personal illness when the mandatory leave has expired, on advice of physician; 4) travel; 5) other justifiable reasons.
4. The granting of unpaid leaves will in no way interrupt seniority and rights attendant thereto, and the teacher shall retain accumulated sick leave time and tenure.
5. Teachers on unpaid leaves will be permitted the continuation of insurance benefits normally provided by the Board by paying the premiums monthly to the Board.
6. Unless otherwise noted, any teacher teaching at least one-half of a school year before taking the leave shall be given a full year's experience on the salary schedule. Where possible, leaves shall correspond to natural breaks in the school year. Any leave of more than sixty (60) days in length will require sixty (60) days' notice that the teacher intends to return.

**ARTICLE 8: PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

1. All teachers shall be given a year of credit on the salary schedule set forth in Appendix A up to six (6) years' credit for each full years' outside teaching experience in any school district in the state of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Board at its discretion may grant actual credit of more than six (6) years.
  - a. A teacher with one-half year or more of teaching experience will be put on the next step of the salary schedule.
  - B. In the event that a teacher teaches on the preparation hour or before or after school, the teacher will be compensated his/her per diem rate of pay. Such teaching will have administrative approval.
  - c. In the event the current teaching staff is on a step freeze, new hires experience credit will not be given on the salary schedule.
2. Extracurricular salaries covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Salary expressed as a percentage shall be computed on the first eight steps of the BA salary schedule corresponding to the years of experience in that activity.
3. Any teacher who is asked by the administration and volunteers to substitute for an absent teacher shall be paid at the rate of twenty-five dollars (\$25.00 per class period.) Substitutions if thirty minutes or less will have a compensation of ten (\$10.00) dollars. Teachers shall not be asked to substitute during their regularly scheduled class except in emergency situations. Teachers not having a class due to their regular class being absent may be assigned to substitute for an absent teacher for no additional pay. To receive compensation, teachers must request it in writing within 5 business days of the substitution.
4. Teachers shall be paid at a rate of one hundred fifty dollars (\$150.00) per semester hour, or up to 50% of SCHECH cost (not to exceed \$150.00 per year) for course job/work related to the teacher's present or future instructional program or with prior approval of the administrator/Superintendent of Schools. This payment will be made once for each hour upon providing proof to the Superintendent of the hours being successfully completed. Hours earned during the summer would be paid if the teacher continues employment in the school system the following year.
5. After ten (10) years of service to the Waldron Area Schools, a teacher who leaves the system shall receive Twenty five Dollars (\$25.00) per day of unused sick leave up to a maximum of ninety (90) days.
6. After a teacher has taught in the Waldron Area Schools system for a minimum of ten (10) years, said teacher, upon retirement and eligibility to collect benefits from the Michigan Public Schools Employees Retirement Fund, will receive sixty (\$60.00) dollars per day for all unused sick leave up to ninety (90) days through a 403(b) plan of the Internal Revenue Code.
7.
  - a. Secondary teachers shall receive an additional \$600 for each preparation over four (4). Preparations include physical education, but do not include study hall.

- b. Elementary teachers having a split classroom (more than one grade) shall be paid an additional amount equal to nine percent (9%) of the sixth (6) step of the BA schedule.
8. If the student-teacher ratio per elementary homeroom teacher should exceed 28 students, \$1.75 per day/per pupil enrolled will be paid for the excess. This amount will be computed by the teacher and verified from the official attendance books and paid within two pay periods following the end of a semester. This amount is to be divided evenly among the classroom teachers involved with the student. If two teachers are working together, then the figure would be fifty-six (56) students. An itemized computation shall be provided to the teachers involved and to the WEA President. At no time will the enrollment exceed the maximum of 35 students. Teachers who mutually agree with administration to be assigned "independent study" students will be compensated \$50.00 per student each semester that an independent student is assigned.
9. The following insurance program will remain in effect for the duration of this contract.
- a. The Board will provide to all full-time teachers MESSA PAK, Plan A, for the teacher and eligible dependents. Full-time teachers who choose not to elect Plan A or elect Plan B shall also have \$125/month applied to MESSA non-taxable options or a tax-deferred annuity from one of the currently approved annuity companies through a qualified Internal Revenue Service Section 125 plan and a salary reduction agreement.

The Board of Education will pay 80% of all health coverage for Plan A participants and will fully fund Plan B for participants of Plan A for the 2014 – 2015 & 2015 – 2016 contract year. The employee electing Plan A will pay 20% of all health coverage for the 2014 – 2015 & 2015 – 2016 contract years. The Board of Education will request that two open enrollment periods be implemented in the contract year to allow for members to change to MESSA ABC Plan 1/HEQ Health Equity at time of ratification and between December 1 and December 15. Members electing Plan B will pay no percentage cost share.

Plan A--

Health-MESSA Choices II  
 In Network Deductible: \$500/1000  
 MESSA Saver RX Card  
 \$20.00/\$25/\$50 Office visit  
 Dental - MESSA/Delta - 60-60-60, 1000  
 Vision -MESSA VSP 2 Silver  
 Life - \$10,000 AD&D

PLAN C

MESSA ABC Plan 1/ Health Equity \$1250/\$2500 deductible

Plan B--

Dental - MESSA/Delta -60-60-60, 1000  
 Vision - MESSA VSP 3  
 Life - \$15,000 AD&D

- b. Part-time teachers shall have the option of MESSA Choices II or Plan C:



MESSA ABC Plan 1/Health Equity health insurance with the premium paid prorated on the basis of the percentage worked, or full payment of Plan B.

- c. Teachers who wish additional MESSA optional coverage may authorize deductions of the required additional funds from their salary.
  - d. New teachers beginning at the start of the school year will be covered by fringe benefits the first day they report to work. Teachers beginning employment after the start of the school year will have fringe benefits beginning the first day of the month following employment unless they begin work on the first day of the month. Those teachers completing the school year shall have fringe benefits continue through the last day of August. Teachers who do not complete the school year will have fringe benefits cease the last day of the month following termination, unless they terminate on the last day of the month.
  - e. National Health Insurance: Should the employer become obligated by state or federal law to contribute to or participate in a governmentally-sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full- or part-time employees, the parties will meet to negotiate over the impact of such changes as soon as they are known.
- 10. All teachers will be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month during the entire length of the contract. If the 10<sup>th</sup> or 25<sup>th</sup> of the month falls on a non-business day, the salary payment will be the first business day prior.
  - 11. If the Board determines to offer an Early Resignation Incentive in any given year, it will do so by April 1.
  - 12. If the middle school/high school schedule format changes from the current 7 period days, both parties will negotiate the terms and conditions of that change.

## **ARTICLE 9: PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.
  - 1. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.
  - 2. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Appendix C within ten (10) working days of the incident and signed by the grievant and/or a representative of the Association. Working days are when school is in session. In the summer months working days is when the board office is working. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

The timeline shall be as follows:

Incident	--10 working days for grievance
Principal	--6 working days for response to teacher/association
Teacher/Association	--5 working days to respond to Superintendent
Superintendent	--8 working days to respond to teacher/association
Teacher/Association	--8 working days to respond to Board
Board	--7 working days after meeting with teacher/association
Teacher/Association	--17 working days to request an arbitrator

3. Within six (6) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance and indicate his/her disposition of the grievance and shall furnish a copy thereof to the Association. The Principal shall respond in writing within five (5) working days of the Principal meeting.
4. If the Association is not satisfied with the disposition of the grievance by the principal, the grievance shall be transmitted to the Superintendent within five (5) working days of having received the disposition form from the principal. If no disposition has been received within the six (6) working days of the principal having received the grievance, the grievance shall be transmitted to the Superintendent. Within eight (8) working days the Superintendent or his/her designee shall meet with the Association on the grievance and indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association. The Superintendent's written response shall be within eight (8) working days of the Superintendent meeting.
5. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the grievance shall be transmitted to the Board within eight (8) working days of having received the disposition from the Superintendent or his/her designee. If no disposition has been received within the (8) working days of the Superintendent having received the grievance, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board.

The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to the Association.

6. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Request for arbitration must be made within seventeen (17) working days of the hearing with the Board.
7. Probationary teachers shall be entitled to arbitration rights upon commencement of

their third year of employment.

B. The following matters may not be submitted to arbitration:

1. any matter covered by the Tenure Act;
2. termination of services of or failure to re-employ any probationary teacher;
3. termination of services of or failure to re-employ any teacher to a position on the extracurricular schedule;
4. any matter being processed in another forum.

C. The powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard alter or modify any of the terms of this Agreement.
2. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
3. He/she shall have no power to interpret state or federal law.
4. He/she shall not hear any grievance previously barred from the scope of the scope of the grievance procedure.

More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

D. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority.

E. The District shall not be required to pay back wages more than twenty (20) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association representative is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the district and Association.
- G. The time limits set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties, confirmed in writing.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and Association.
- I. If an individual teacher has personal complaints which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- J. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

#### **ARTICLE 10: MENTOR LANGUAGE**

- A. A mentor teacher shall be identified as found in Section 1526 of the Revised School Code.
- B. Participation as a Mentor Teacher shall be voluntary.
- C. The District shall notify the Association of those members requiring a mentor assignment.
- D. The Administration shall notify the Association when a Mentor Teacher is matched with a Mentee. Any concerns arising from this pairing shall be brought to the attention of the Administration within five (5) working days following the notification.
- E. Because the purpose of the Mentor Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any administrative hearing involving the evaluation of Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving evaluation of the Mentor Teacher.

- F. Upon request, the Administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- G. A mentor Teacher while assigned will be paid annually two hundred dollars (\$200).

## **ARTICLE 11: STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to see that these services are provided for such pupil upon recommendation of the principal and/or qualified consultants. The sending of a pupil to the administration will be done only after all available resources have been exhausted in the classroom.

It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's characteristics. The Board and the teachers recognize that personal technology devices (cellular phones, personal data devices, tablets, Ipods, Ipads, etc.) are not to be used during the school day for personal use or for social use. Teachers will be fully supported by the school and Board for implementing all handbook policies for all students.

- B. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or supervisor, as promptly as the teaching obligations will allow, full particulars of the incident in writing.
- C. Suspension of students from school may be imposed only by a principal or his/her designated representatives. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his/her parents when warranted. Transfer of the student to another teacher or other measure may be agreed upon by the teacher and the administration.
- D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- F. The Board will reimburse teachers who, without fault on their part, suffer any loss, damage, or destruction of clothing or personal property of the teacher used while on duty not covered by insurance up to a maximum of \$100 per year.
- G. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- H. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned within fifteen (15) school days of receipt of the complaint (except complaints involving moral misconduct for which this time line shall not apply). If any question of breach of professional ethics is involved, the Association shall be notified.

## **ARTICLE 12: NEGOTIATION(S) PROCEDURES**

- A. Ninety (90) calendar days prior to the expiration of the current contract the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year. Negotiations may begin prior to the ninety (90) period if agreed by both parties.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. There shall be three (3) signed copies for purposes of record, One (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.
- D. The Association will produce a copy of the contract suitable for reproduction, and the Board will duplicate the contract for each member and future member and future members and supply the Association with two (2) copies.

## **ARTICLE 13: CONTRACT ADMINISTRATION**

- A. Representatives of the Board and the Association's bargaining committee will meet on the second Monday of each month for thirty minutes prior to the regular scheduled board meeting for the purposes of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedures.
- B. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. Business between the Board and the Association will be placed first on the Agenda.
- C. All meetings between the parties will be regularly scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- D. Should such a meeting result in a mutually acceptable amendment of the Agreement, and then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining Committee shall be empowered to effect temporary accommodations to special problems.

- E. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law. Other conditions shall continue in full force and effect.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of negotiations and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are in this Agreement.

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualified, waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to discussions upon written request of either party. The parties shall undertake to cooperate in arranging meetings and selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering any such matters.

#### **ARTICLE 14: TAX-DEFERRED PAYMENTS RESOLUTION**

- A. WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) plan conditions, members may be allowed to: (1) re-deposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization, under which the employer will make designated contributions in lieu of the employee's contributions, and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, be designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

**ARTICLE 15: DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 2013 and shall continue in full force and effect until 11:59 PM, August 31, 2016.

This agreement may be re-opened at a mutually agreed upon time in order to negotiate financial compensation including salaries and insurance.

Hillsdale Lenawee County Education Association  
WALDRON EDUCATION ASSOCIATION,  
MEA/NEA

By: Kathy Towers  
WEA President

By: Diane Lange, MEA  
MEA Uniserv Director

WALDRON AREA SCHOOLS BOARD OF EDUCATION

By: Dirk Storeholder  
President

By: [Signature]  
Secretary

By: [Signature]  
Superintendent



BA SCHEDULE		
STEP	2013-2015	2015-2016
1	\$ 32,374	\$ 32,878
2	\$ 33,888	\$ 34,392
3	\$ 35,403	\$ 35,908
4	\$ 36,917	\$ 37,421
5	\$ 38,432	\$ 38,937
6	\$ 39,947	\$ 40,452
7	\$ 41,461	\$ 41,965
8	\$ 42,976	\$ 43,481
9	\$ 44,490	\$ 44,994
10	\$ 46,005	\$ 46,510
11	\$ 47,519	\$ 48,023
12	\$ 49,034	\$ 49,539

LONGEVITY*		2013-2015*	2015-2016 **
2.5%	13-14 YRS	\$50,259.85	\$ 50,341.57
3.0%	15-19 YRS	\$50,505.02	\$ 50,655.13
4.0%	20-24 YRS	\$50,955.36	\$ 51,105.47
5.0%	25-30 YRS	\$51,485.70	\$ 51,662.48
6.0%	31+ YRS	\$51,976.04	\$ 52,152.82

\*2013-2015 Longevity percentages are calculated from Step 12

\*\*2015-2106 Longevity is calculated at 1/3 of the difference between longevity levels.

MA SCHEDULE		
STEP	2013-2015	2015-2016 **
1	\$ 35,077.00	\$ 35,617.67
2	\$ 36,700.00	\$ 37,241.00
3	\$ 38,323.00	\$ 38,864.00
4	\$ 39,947.00	\$ 40,488.33
5	\$ 41,569.00	\$ 42,109.67
6	\$ 43,192.00	\$ 43,733.00
7	\$ 44,814.00	\$ 45,354.67
8	\$ 46,437.00	\$ 46,978.00
9	\$ 48,060.00	\$ 48,601.00
10	\$ 49,683.00	\$ 50,224.00
11	\$ 51,305.00	\$ 51,845.67
12	\$ 52,928.00	\$ 53,469.00

LONGEVITY*		2013-2015	2015-2016 **
2.5%	13-14 YRS	\$ 54,251.20	\$ 54,339.41
3.0%	15-19 YRS	\$ 54,515.84	\$ 54,692.27
4.0%	20-24 YRS	\$ 55,045.12	\$ 55,221.55
5.0%	25-30 YRS	\$ 55,574.40	\$ 55,750.83
6.0%	31+ YRS	\$ 56,103.68	\$ 56,280.11

\*2013-2015 Longevity percentages are calculated from Step 12

\*\*2015-2106 Longevity is calculated at 1/3 of the difference between longevity levels.

For the 2014 – 2015 & 2015 – 2016 school years only there will not be steps or longevity granted except as allowed under Article 15.

For the 2014-201 school year there shall be an amount of \$5,000 off schedule money to be divided among all teaching staff as determined by the Association.

For the 2015-2016 school year, the salary schedule shall be increased by 1/3 of a step.

**APPENDIX B - EXTRA AND CO-CURRICULAR**

**A. Extracurricular**

- 1. Football Head Coach **\$3,500.00** .....
- 2. Football Assistant Coach **\$1,350.00** .....
- 3. J.V. Football Coach **\$1,350.00**.....
- 4. Football Junior High Coach **\$2,000.00**.....
- 5. Basketball Head Coach **\$3,500.00** .....
- 6. Basketball Assistant Coach **\$3,000.00**.....
- 8. \*Basketball Junior High  
     Two coaches each **\$1,250.00**.....  
     One coach **\$2,500.00** .....
- 9. Baseball Coach **\$3,000.00**.....
- 10. Cross Country Coach **\$2,500.00**.....
- 11. Track Head Coach - Boys & Girls **\$3,000.00** .....
- 12. Junior High Coach - Boys & Girls **\$1,750.00**.....
- 13. Volleyball Coach **\$3,000.00**.....
- 14. Junior Varsity Coach **\$2,000.00**.....
- 15. 7th& 8th grade Volleyball **\$2,000.00** .....
- 16. Softball **\$3,000.00**.....
- 17. Student Council Advisor (High School) **\$900.00** .....
- 18. Class Advisors 7th, 8th, 9th, 10<sup>th</sup> **\$150.00** .....
- 11<sup>th</sup> **\$350.00** .....
- 12<sup>th</sup> **\$550.00** .....
- 19. Cheerleading ..... 0%

**B. Co-Curricular**

- 2. Band **\$1,200.00 Fall \$1,200.00 Winter** .....
- 3. Yearbook **\$1,800.00** .....
- 4. F.F.A. **\$4,600.00**.....
- 6. Honor Society **\$400.00** .....
- 8. Peer Mentor**\$125.00**.....
- 9. Summer Enrichment Classes .....\$20.00 per hour  
     *The parameters of the program will be mutually defined and agreed to by the teachers in charge of the program and the administration.*
- 10. Special Choir.....  
     Special Choir Winter \$400, Special Choir Spring \$400

\*The decision regarding one or two coaches for Junior High Basketball would depend on the number of boys or girls out for the sport. Ten or more for each team would necessitate hiring two coaches.

\*\*If a scheduled class for Yearbook or Peer Mentor is allowed, the negotiated 6.0% will be

altered to a yearly stipend of \$150.00 for the advisor/teacher of *Peer Mentor* and \$300.00 for *Yearbook*. *Yearbook teacher/advisor is not held financially responsible for contracts with yearbook companies.*

All extra-curricular and co-curricular employees must submit to the administration a report of activities prior to payment. The reporting requirement applies to FFA however; compensation shall be paid out throughout the school year in twenty-four (24) equal payments.

- D. Inventories and/or reports are to be submitted within thirty (30) days of the end of the extracurricular duties. The last pay will be withheld until the inventories and/or reports have been submitted to the satisfaction of the administration.
- E. The Board reserves the right to annually make extracurricular appointments and there shall be no expectancy of employment from one year to the next. Any coaches who are not otherwise members of the bargaining unit are employed at the will of the Board. Every effort will be made by the Board of Education to employ the most qualified persons for Schedule B positions.
- F. Any changes in extra duty schedule will be negotiated prior to implementation.

**APPENDIX C - GRIEVANCE FORM**

**Grievance Report Form**

**Waldron Area Schools**

Grievance: \_\_\_\_\_

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in duplicate

Building/Date Filed	Assignment	Name of Grievant

**STEP I**

A. Date cause of grievance occurred:

B. Date of informal conference:

C. 1. Statement of Grievance:

2. Specific Article(s) and Section(s) Violated:

3. Remedy Sought:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

D. Disposition by Principal:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

E. Position of Grievant and/or Association:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**STEP II**

A. Date Submitted to Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**STEP III**

A. Date Submitted to Board of Education or Designee: \_\_\_\_\_

B. Disposition of Board:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association:

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**APPENDIX D - CONTRACTS OF EMPLOYMENT**

**CONTRACT OF EMPLOYMENT  
(Probationary Teacher)**

**Waldron Area Schools**

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Waldron Area Schools, Hillsdale County, Michigan, hereinafter called the "Board", and \_\_\_\_\_, hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the collective bargaining agreement between the 4-C Unified Bargaining, Waldron Education Association, MEA/NEA and the Board, and to the extent that the provisions of this contract and said collective bargaining agreement may be inconsistent, the provisions of said collective agreement shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said school district as a \_\_\_\_\_ teacher for the 20\_\_\_\_, \_\_\_\_\_ school year which shall consist of no more than \_\_\_\_\_ contractual days.
3. That said Board shall pay said Teacher the sum of:

BA EXPERIENCE LEVEL \$ \_\_\_\_\_  
MA EXPERIENCE LEVEL

for said teaching duties, and in addition, the Board agrees to pay the following amounts for the within-listed extra duties:

[List each duty and amount paid for same]

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Total Compensation \$ \_\_\_\_\_

said compensation to be paid in equal installments, the first payment to be made on \_\_\_\_\_, 20\_\_\_\_, with subsequent payments to be made as follows: \_\_\_\_\_

4. It is represented that said Teacher holds all certificates and other qualifications required by law to teach in this school district. This contract shall terminate if the certification shall expire by limitation and shall not immediately be renewed or it shall be suspended or revoked by proper legal authority.
5. This contract shall terminate, and the district's obligation to pay salary or provide fringe benefits shall cease, in the event the Teacher is laid off.
6. This contract may be voided at the district's discretion due to an unsatisfactory criminal record check or any employment application misrepresentation.

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Board of Education of Waldron Area Schools

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent

**CONTRACT OF EMPLOYMENT  
(Tenure Teacher)**

**Waldron Area Schools**

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Waldron Area Schools, Hillsdale County, Michigan, hereinafter called the "Board", and \_\_\_\_\_, hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the collective bargaining agreement between the 4-C Unified Bargaining Waldron Education Association, MEA/NEA and the Board, and to the extent that the provisions of this contract and said collective bargaining agreement may be inconsistent, the provisions of said collective agreement shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said school district as a \_\_\_\_\_ teacher for the 20\_\_\_\_ - \_\_\_\_\_ school year which shall consist of no more than \_\_\_\_\_ contractual days.
3. That said Board shall pay said Teacher the sum of:

<u>BA EXPERIENCE LEVEL</u>	\$ _____
<u>MA EXPERIENCE LEVEL</u>	

for said teaching duties, and in addition, the Board agrees to pay the following amounts for the within-listed extra duties:

[List each duty and amount paid for same]

_____	\$ _____
_____	\$ _____
Total Compensation	\$ _____

said compensation to be paid in equal installments, the first payment to be made on \_\_\_\_\_, 20\_\_\_\_, with subsequent payments to be made as follows: \_\_\_\_\_

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).
5. It is represented that said Teacher holds all certificates and other qualifications required by law to teach in this school district. This contract shall terminate if the certification shall expire by limitation and shall not immediately be renewed or it shall be suspended or revoked by proper legal authority.
6. This contract shall terminate, and the district's obligation to pay salary or provide fringe benefits shall cease, in the event the Teacher is laid off.
7. This contract may be voided at the district's discretion due to an unsatisfactory criminal record check or any employment application misrepresentation.

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Education of Waldron Area Schools

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent



# WALDRON AREA SCHOOLS | 2014-2015 CALENDAR

4 Independence Day

JULY 2014						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2015						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 New Year's Day  
 5 Return to School  
 15-16 1<sup>st</sup> Semester Exams  
     (½ day Day of School)  
 16 1<sup>st</sup> Semester Ends ½ day  
     (grades due by 1/20)  
 19 M.L. King Day

26 Teacher Professional Development #1  
 27 Teacher Professional Development #2  
 28 Teacher Professional Development #3

AUGUST 2014						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

14 Valentine's Day  
 16 Presidents' Day  
     **NO SCHOOL**  
     Teacher Professional Development #5  
 26 Parent Teacher Conferences 4:00 – 7:00

1 Labor Day  
 3 First day of school  
 22 **NO SCHOOL** – Teacher Professional development #4

SEPTEMBER 2014						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 End of 3<sup>rd</sup> Quarter  
     Grades due by 3/23  
 27 ½ Day of School  
 30 – April 3 **SPRING BREAK**

8 **NO SCHOOL** – Parent Teacher Conferences  
     11:00 – 2:00 & 3:00 – 7:00  
 13 Columbus Day  
 31 Halloween  
 31 End of 1<sup>st</sup> Quarter  
     (grades due by 11/3)

OCTOBER 2014						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2015						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3 Good Friday  
 5 Easter Sunday  
 6 Return to School  
 9 Science Fair  
 15 & 16 Kindergarten Registration

11 Veterans Day  
 26 ½ Day of School  
 27 Thanksgiving Day  
 27-28 Thanksgiving Break

NOVEMBER 2014						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2015						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8 Breakfast with Mom  
 10 Mother's Day  
 20 Community Picnic  
     5:30 – 7:00 PM  
 22 Option Day  
 25 Memorial Day  
     **NO SCHOOL**  
 31 Graduation 2:30 PM

1 **NO SCHOOL**  
 2 Return to School  
 5 Breakfast with Dads 7-8AM  
     (date to be confirmed)  
 19 Last Day before Winter Break  
 22 – January 2 **WINTER BREAK**  
 25 Christmas Day

DECEMBER 2014						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2015						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

3-5 ½ Day of School  
     **LAST DAY OF SCHOOL**  
 5 End of 2<sup>nd</sup> Semester  
 21 Father's Day

## LETTER OF AGREEMENT

between  
WALDRON AREA SCHOOLS SCHOOL DISTRICT  
and  
WALDRON EDUCATION ASSOCIATION, MEA-NEA

The parties agree that the district will place non-tenured track teachers at Lenawee Christian School subject to these provisions:

Such teachers will enjoy all the lights and provisions of the master agreement except:

- They will follow the Lenawee Christian School and calendar including any evening parent conferences and open house/curriculum nights.
- They will attend the first day of school of Professional Development for Faculty and Staff, even though they may already be in session.
- The principal/administrator of Lenawee Christian School along with a Waldron Area Schools administrator will evaluate the Waldron Area Schools teachers placed at Lenawee Christian School.
- The teachers placed at Lenawee Christian School will be considered non-tenure track teachers and do not have seniority rights.
- The number of teachers placed at Lenawee Christian School will not alter the membership number for the Waldron Education Association.
- The teachers are paid based on the Lenawee Christian School pay scale and pro-rated based on student contact time but pro-rated based on what was remaining of their contract by the end of the year.
- Their MESSA insurance is pro-rated as per the master agreement.
- This Letter of Agreement is through the end of the school year, June 30, 2015 and will be negotiated again if the program will continue in future years

Further, the parties agree to periodically review the contract issues of the non-tenured track teachers assigned to Lenawee Christian Schools and enter into additional Letters of Understanding as needed.

WALDRON EDUCATION ASSOCIATION

BY: Kathy Towers  
Kathy Towers, President  
Waldron Education Association

BY: Diane Langan, MEA  
Diane Langan, UniServe Director  
Waldron Education Association

WALDRON AREA SCHOOLS BOARD OF EDUCATION

BY: Dick Storehalder  
Dick Storehalder, President  
Waldron Area Schools Board of Education

BY: Jennifer Long  
Jennifer Long, Secretary  
Waldron Area Schools Board of Education