

4066

8/15/2000

**MASTER AGREEMENT**

**between**

**WALDRON AREA SCHOOLS**

**and**

**WALDRON EDUCATION ASSOCIATION MEA/NEA**

**1997-2000**

*Waldron Area Schools*

**TABLE OF CONTENTS**

**ARTICLE 1:** Recognition ..... 3

**ARTICLE 2:** Association Rights ..... 3

**ARTICLE 3:** Teacher Rights ..... 4

**ARTICLE 4:** District Rights ..... 4

**ARTICLE 5:** Professional Dues, Fees, and Payroll Deduction ..... 5

**ARTICLE 6:** Working Conditions ..... 6

**ARTICLE 7:** Vacancies or Recall Procedure ..... 9

**ARTICLE 8:** Leaves of Absence ..... 9

**ARTICLE 9:** Professional Compensation ..... 12

**ARTICLE 10:** Professional Grievance Procedure ..... 14

**ARTICLE 11:** Teacher Evaluation ..... 16

**ARTICLE 12:** Mentor Language ..... 18

**ARTICLE 13:** Reductions in Personnel ..... 18

**ARTICLE 14:** Student Discipline and Teacher Protection ..... 19

**ARTICLE 15:** Negotiation(s) Procedures ..... 20

**ARTICLE 16:** Contract Administration ..... 21

**ARTICLE 17:** Duration of Agreement ..... 21

  

**APPENDIX A:** Salary Schedule ..... 22

**APPENDIX B:** Extra and Co-Curricular ..... 24

**APPENDIX C:** Grievance Form ..... 26

**APPENDIX D:** Contracts of Employment ..... 29

  

**SENIORITY LIST** ..... 31

**CALENDAR** ..... 32

**INSTRUCTIONAL HOURS** ..... 35

**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 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 4-C Unified Bargaining 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 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 agrees to pay the teacher's substitute pay.

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 am 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. 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.

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 by 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: PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTION**

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to the policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. Payroll deductions made pursuant to these provisions shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of his article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. In the event of any legal action against the Board brought in a court of administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - (c) the Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws, and Administrative Procedures.
- E. Teachers shall have the option of having their professional dues deducted on one of the following plans:
  - Option 1 Second paycheck of the first month
  - Option 2 Second paycheck of the first three months
  - Option 3 Second paycheck and equal amounts from each paycheck thereafter through the last pay period in May
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA-PAC/NEA-PAC.
- G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedure in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- H. The Association agrees to notify the district at least fifteen (15) days prior to the first payroll deduction date for professional fees and at least fifteen (15) days prior to the date of first payroll deduction for service fee of the amount of said professional fees or amount of service fee permitted by Agreement and law to be deducted.
- I. A bargaining member who because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three charitable organizations as mutually designated by the district and the Association.

**ARTICLE 6: WORKING CONDITIONS**

**A. Teaching Hours:**

- 1. The teacher's normal working hours will be 7:45 a.m. to 3:10 p.m. The hours of the day for 1997-98, 1998-99, and 1999-2000 are specified on the attached pages.
- 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 the lunch room during breakfast or lunch.

3. All elementary teachers will be provided with duty-free recess periods except when, in the judgment of the building administrator, weather conditions are too severe for outdoor recess.
4. Teachers shall be in the proximity of their rooms for student availability and room supervision fifteen (15) minutes prior to the start of the student day.

B. Class Size:

Because the elementary pupil-teacher ration 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.

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 Physical Education and elementary Music. It is mutually agreed that this section does not supersede the provisions of Article 11 "Reduction in Personnel".
5. Junior and senior 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. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods. In addition, elementary teachers shall use for preparation all time during which their classes are receiving instruction from various teaching specialists. 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.
6. 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.

7. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver's education, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. At the end of each assignment the current staff will be informed as to their status for the next season. Any person found not satisfactory will not be given preference for the position in the future.
8. 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.
9. The duties of the teacher aide shall be determined by the administration.
10. 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.
- 11- 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.
12. Student grades are to be kept confidential. Therefore, the grade books 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.
13. Lesson plans are to be in the principal's office on Monday morning preceding 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 the adult librarian aide.

**ARTICLE 7: VACANCIES OR RECALL PROCEDURE**

- A. All vacancies will be posted during the school year. During vacation periods, 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.

**ARTICLE 8: LEAVES OF ABSENCE**

A. Paid Leaves:

1. Sick Leave-

- a. All teachers are allowed ten (10) days sick leave each year, accumulative to an unlimited number.
- b. A teacher may use any or all accumulated sick leave for personal illness or disability. Time off with pay, chargeable against the employee's sick leave, may be granted for illness in the immediate 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 sick leave pay shall be paid for any sickness or injury due to their employment in another job, while collecting compensation from another job.
- d. The Board has the right to request a written medical statement be provided in order to receive sick leave pay.

2. Personal Days-

Each teacher shall be allowed three (3) personal days per year. The following conditions shall apply:

- a. A written request for a personal day shall be given to the building principal at least two (2) days in advance unless an emergency develops. These days are to be used for necessary business requiring the presence of the teacher which cannot be transacted outside school hours.
- b. No personal days are to be taken one (1) day prior to a regularly scheduled vacation or one (1) day immediately following a regularly scheduled vacation unless an emergency develops.
- c. No more than two (2) **persons** from each building will be granted the use of personal days on the same date unless an emergency develops.
- d. Teachers will be paid \$35 for each unused personal day at year end.

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.

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 9: 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 six (6) years' credit on the salary schedule set forth in Appendix A for 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.
  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 \$12.00 per class period. 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.
  4. Teachers shall be paid at a rate of \$90.00 per semester hour taken after January 12, 1996, for course work related to the teacher's present or future instructional program or with prior approval of the 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. if after ten (10) years of service to the Waldron Area Schools, a teacher who leaves the system shall receive Fifteen Dollars (\$15.00) per day of unused sick leave up to a maximum of eighty (80) 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 thirty-five (35) dollars per day for all unused sick leave up to eighty (80) days.

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- 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 elementary principal from the official attendance books kept in the elementary office and paid at the end of the school year. 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 Secretary. At no time will the enrollment exceed the maximum of 35 students.
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.

Plan A

Health-MESSA Super Care 1  
Dental - MESSA/Delta -60 50 50, 1000  
          or MESSA Delta -50 50 50, 1000  
Vision -MESSA VSP 2  
Life - \$10,000 AD&D

Plan B

Dental - MESSA/Delta -60 50 50, 1200  
          or MESSA Delta -50 50 50, 1200  
Vision - MESSA VSP3  
Life - \$15,000 AD&D

- b. Part-time teachers shall have the option of MESSA Super Care 1 health insurance with the premium paid prorated on the basis of the percentage worked, or full payment of Plan B.
- c. Teachers who have MESSA Super Care 1 insurance provided by the Board will pay the \$50 deductible per single subscriber or \$100 per family subscriber per contract/year.
- d. Teachers who wish additional MESSA optional coverage may authorize deductions of the required additional funds from their salary.
- e. 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.

- f. 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- The normal salary payment plan will be equal payments on alternating Fridays for twenty-six (26) payments. Teachers who so request at the beginning of the school year will be paid in twenty-two (22) payments, also on alternating Fridays.
- 11. If the Board determines to offer an Early Resignation Incentive in any given year, it will do so by April 1.

**ARTICLE 10: 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 or any rule, order, or regulation of the Board 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 shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his 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 a representative of the Association. 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 time line shall be as follows:

Incident	-	10 working days for grievance
Principal	-	6 working days for response to teacher
Teacher	-	5 working days to respond to Superintendent
Superintendent	-	8 working days to respond to teacher
Teacher	-	8 working days to respond to Board
Board	-	7 working days after meeting with teacher to respond to teacher
Teacher	-	10 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.
  - 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.

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/she desires to discuss with a supervisor, he/she 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 11: TEACHER EVALUATION**

- A. The performance of all teachers shall be evaluated in writing. Tenure teachers shall be evaluated at least once every three years. If a tenure teacher receives a less than satisfactory performance evaluation, the teacher will be provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least two classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at

least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Probationary teachers shall be evaluated at least once each semester. Each probationary teacher shall be provided with an individualized development plan by appropriate administrative personnel in consultation with the individual teacher and provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations held at least sixty (60) days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

For the first three years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, or college professors, or retired master teachers, who shall act as a mentor or mentors to the teacher. During the three-year period, the teacher shall satisfactorily complete an intensive professional development induction into teaching based on the individualized development plan which shall consist of at least fifteen days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors, including classroom management and instructional delivery. The district shall not be required to provide released time to the teacher to satisfy the fifteen-day professional development requirement mandated by law, shall not provide additional compensation to the teacher for these fifteen days of professional development, and shall not reimburse the teacher for any costs incurred in fulfilling this statutory requirement.

- B. All monitoring or observation of the performance of a teacher shall be conducted openly. Evaluation will be conducted by the teacher's building principal or by the Superintendent.
- C. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter: one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in the personnel file. All evaluations will be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. ^

- D. No later than April 15 in each probationary year the final written evaluation report will be furnished to the superintendent for each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to submit additional information to the superintendent. In the event that a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association, and provide for a hearing where requested.
- E. Absence of a written evaluation of a tenure teacher for any period of time mentioned in this article will result in at least a satisfactory evaluation for that period of time.

- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file.
- G. 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 12: 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 13: REDUCTIONS IN PERSONNEL**

- A. Before the Board makes any reductions in personnel, it will first consult with the Association regarding the effects of such reduction.
- B. In the event that a reduction of staff is deemed necessary by the Board, notification to affected teachers will be given at least thirty (30) days prior to the beginning of the semester.
- C. During such layoff, the teacher shall receive no insurance benefits at Board expense but may elect to continue insurance benefits by paying the premium thereof at the payroll office. This section is contingent upon the approval by the respective insurance carrier.
- D. During such layoff, the teacher's seniority shall remain unbroken, and all accrued benefits, including but not limited to accumulated sick leave, shall be reinstated upon recall.

- E. The fact that a teacher is laid off shall not result in the loss of status or credit for previous years of service. Upon return to the school district, if a teacher has been teaching during the layoff, the teacher shall assume the step position on the salary schedule which the teacher would have held had the teacher been actively employed in the district for the same period of time.
- F. If a reduction of staff is necessitated in accordance with the above provisions, a reduction of personnel will be made according to the following.
  - 1- The order of reduction and recall will be according to academic need, seniority, and qualification. Qualifications for the purpose of this article shall be defined as follows: a teacher must satisfy state of Michigan Department of Education certification requirements, as revised and/or amended, and:
    - a. For grades 9-12, a major or minor in the subject matter to be taught.
    - b. For grades K-8, for art, vocal music, instrumental music, or physical education, the teacher must have major or minor in the subject.
  - 2. Representatives from the Board and the Association will construct a seniority list of teachers under current contract with the district, and such seniority list will be incorporated as part of this Agreement. New staff shall be placed on the seniority list using the date of current hire as the criteria for such placement.
- H. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the teaching staff.
- I. If a position exists within the school district for which the released teacher is certified and qualified, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. It is the teacher's responsibility to keep his/her name and address current with the Superintendent's office. No new teachers shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid off teachers with the proper certification and qualified to fill any vacancy which may arise.
- J. Probationary teachers shall not have the right of recall until after completing two (2) years of employment. Tenure teachers and probationary teachers who have completed two (2) years of employment shall retain the right to recall for five (5) years from the effective date of layoff. Thereafter, teachers shall lose their right of recall. Laid off tenure teachers employed under contract in another school district may decline recall without forfeiting the right of recall during the five-year period.

**ARTICLE 14: 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.

- 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 designated representatives. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his 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 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.
- I. No tenure teacher shall be disciplined, discharged, or reduced in rank or compensation, without just cause. Any such discipline, discharge, or reduction in rank or compensation, by the Board or its representatives, shall be done in privacy to the extent permitted by law. All information forming the basis for disciplinary action will be made available to the teacher.
- J. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated said action including verbal warning, written warning, reprimand, suspension without pay, and discharge.

#### **ARTICLE 15: NEGOTIATION (S) PROCEDURES**

- A. Between March 1st and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- 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 members and supply the Association with two (2) copies.

**ARTICLE 16: CONTRACT ADMINISTRATION**

- A. Representatives of the Board and the Association's bargaining committee will meet on the second Monday of each month thirty minutes prior to the regular scheduled board meeting for the purpose 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, 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.

**ARTICLE 17: DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 1997 and shall continue in full force and effect until 11:59 p.m., August 15, 2000.

4-C UNIFIED BARGAINING  
ASSOCIATION

WALDRON AREA SCHOOLS  
BOARD OF EDUCATION

By: Patricia Glass, President  
By: DiAnn Fetter, Secretary  
By: Greg Kimbrell, WEA President

By: Richard J. Fetter, President  
By: Bonnie Leininger, Secretary

**SALARY, HOURS OF INSTRUCTION, DAYS OF INSTRUCTION:**

Salaries will be figured starting with August 15, 1997, the anniversary date of the new agreement. As part of this agreement, the W.E.A. agrees to work the necessary hours and days of instruction as mandated by the State of Michigan to enable the school to meet these requirements. In addition, days and hours lost to inclement weather will be made up as needed to meet State requirements.

**APPENDIX A - SALARY SCHEDULE**

Salary schedules reflect a 3% increase from the preceding year.

BA SCHEDULE			
step	1997-98	1998-99	1999-00
1	25,378	26,140	26,924
2	25,873	26,649	27,448
3	26,869	27,675	28,505
4	28,114	28,957	29,826
5	29,356	30,237	31,144
6	30,728	31,650	32,599
7	33,201	34,197	35,223
8	33,587	34,595	35,633
9	35,080	36,132	37,216
10	36,699	37,800	38,934
11	38,316	39,465	40,649
12	40,055	41,256	42,494

Longevity		1997-98	1998-99	1999-00
2.5%	13-14 yrs.	41,056	42,288	43,556
3.0%	15-19 yrs.	41,256	42,494	43,769
4.0%	20-24 yrs.	41,657	42,907	44,194
5.0%	25-30 yrs.	42,057	43,319	44,619

Beginning with the 13th year of service in the Waldron Public Schools, each teacher shall receive an additional longevity benefit which shall be added to the base pay of the teacher and prorated over the year as part of the regular paycheck. Longevity benefits shall be in the amounts indicated below:

<u>Years of Service</u>	<u>Addition to Base Pay</u>
13 through 14	2.5% per annum
15 through 19	3% per annum
20 through 24	4% per annum
25 through 30	5% per annum

MA SCHEDULE			
Step	1997-98	1998-99	1999-00
1	27,366	28,187	29,033
2	28,363	29,214	30,090
3	29,356	30,237	31,144
4	30,602	31,520	32,466
5	31,847	32,802	33,786
6	33,216	34,213	35,239
7	34,583	35,621	36,689
8	36,075	37,157	38,272
9	37,566	38,693	39,854
10	39,186	40,362	41,573
11	40,800	42,024	43,285
12	42,544	43,820	45,135

An additional \$250 will be paid to a teacher having an MA+15 semester hours earned after receipt of the MA degree; and an additional \$500 shall be paid to a teacher naming an MA degree, plus 30 semester hours earned after receipt of the MA degree.

Longevity--		1997-98	1998-99	1999-00
2.5%	13-14 yrs.	43,608	44,916	46,263
3.0%	15-19 yrs.	43,820	45,135	46,489
4.0%	20-24 yrs.	44,246	45,573	46,940
5.0%	25-30 yrs.	44,671	46,011	47,392

Beginning with the 13th year of service in the Waldron Public Schools, each teacher shall receive an additional longevity benefit which shall be added to the base pay of the teacher and prorated over the year as part of the regular paycheck. Longevity benefits shall be in the amounts indicated below:

Years of Service	Addition to Base Pay
13 through 14	2.5% per annum
15 through 19	3% per annum
20 through 24	4% per annum
25 through 30	5% per annum

APPENDIX B - EXTRA AND CO-CURRICULAR

A. Extracurricular

1.	Athletic Director.....	12.0%
2.	Football Head Coach.....	11.0%
3.	Football Assistant Coach.....	9.0%
4.	J.V. Football Coach.....	7.0%
5.	Football Junior High Coach.....	7.0%
6.	Basketball Head Coach.....	11.0%
7.	Basketball Assistant Coach.....	9.0%
8.	Basketball Freshman Coach.....	7.0%
9.	*Basketball Junior High	
	Two coaches.....	5.0%
	One coach.....	8.5%
10.	Baseball Coach.....	9.5%
11.	Cross Country Coach.....	5.0%
12.	<b>Track Head Coach</b> .....	<b>9.5%</b>
13.	<b>Track Junior High Coach</b> .....	<b>5.0%</b>
14.	Track Head Coach - Boys & Girls.....	11.0%
	Track Assistant Coach - Boys & Girls.....	8.0%
15.	Volleyball Coach.....	9.5%
	Junior Varsity Coach.....	7.0%
	7th & 8th grade Volleyball.....	3.5%      Under 20
		5.0%      20 or more
16.	Softball.....	9.5%
17.	High School Cheerleader Coach.....	4.0%      Fall
		5.0%      Winter
18.	Junior High Cheerleader Coach.....	3.5%
19.	Student Council Advisor (High School).....	3.0%
	Student Council Advisor (Elementary & Jr. High).....	\$200.00
20.	Class Advisors 7th, 8th, 9th, 10th.....	\$200.00
	11th.....	\$400.00
	12th.....	\$600.00

All advisors must submit to the administration a report of activities prior to payment.

21.	Selling tickets at sport events (per night or event).....	\$5.00
22.	Riding fan bus (per trip) up to 50 miles.....	\$7.50
	Over 50 miles.....	\$10.00
23.	Saturday School - Up to four (4) hours at a rate of \$12.00 per hour	

B. Co-Curricular

1.	School plays each.....	3.0%
2.	Band.....	8.0%
3.	**Summer elementary band.....	\$500.00
4.	Yearbook.....	6.0%
5.	Newspaper.....	3.0%
6.	<b>F.F.A.</b> .....	5.0%
7.	Honor Society.....	1.5%
8.	Spanish Club".....	2.0%
9.	Gifted and Talented coordinator.....	3.0% of the 8th step of the BA)
10.	Peer Mentor.....	\$300.00
11.	SADD Advisor.....	\$300.00
12.	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.	

\*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.

\*\*Summer Elementary Band shall read \$500.00 but classes in excess of thirty (30) will be reimbursed an additional \$10 per student beyond the thirty.

Driver's Education rate is \$14.00.

- C. The percentages are based upon the number of years experience in that activity within the Waldron school system. The maximum level of experience will be at the eighth step of the BA schedule. Experience need not be in consecutive years.
- D. Inventories and/or reports are to be submitted within thirty (30) days of the end of the extracurricular duties. The last pay of June 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.

APPENDIX C - GRIEVANCE FORM

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

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP I

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

B. Statement of grievance \_\_\_\_\_

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

Signature

Date

C. Disposition of Principal \_\_\_\_\_

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

Signature

Date

D. Position of grievant and/or Association \_\_\_\_\_

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

Signature

Date

STEP II

A. Date received by Superintendent or designee \_\_\_\_\_  
\_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

STEP III

A. Date received by Board of Education or designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Position of Grievant-and/or Association \_\_\_\_\_  
\_\_\_\_\_

STEP IV

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition and award or arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: All provisions of Article 10 of the Agreement will be strictly observed in the settlement of the grievances.

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 Waldron Education Association 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 19\_\_\_\_ - \_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_\_\_, 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 \_\_\_\_\_, 19\_\_\_\_\_.

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 Waldron Education Association 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 19\_\_\_\_-\_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_\_\_, 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 \_\_\_\_\_, 19\_\_\_\_\_.

Board of Education of Waldron Area Schools

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent

SENIORITY LIST

Elementary

1.	R. Kindinger	07/01/70
2.	A. Kindinger	01/01/72
3.	J. Spangler	07/01/72
4.	J. Curson	09/01/74
5.	D. Porter	08/18/76
6.	R. Smith	08/20/80
7.	B. Miller	09/11/85
3.	G. Kintner	09/12/85
9.	P. Merillat	01/20/86
10.	B. Holmes	08/08/86
11.	L. Snyder	06/25/87
12.	D. Murray	07/24/89
13.	K. Fidler	08/22/89
14.	S. Howard	08/01/91
15.	R. Clark	08/01/91
16.	T. Barr	10/01/92 *
17.	Carol Briner	08/29/94 *
18.	P. Peterson	07/26/96

Secondary

1.	D. Rychener	05/01/68
2.	C. Green	05/01/69
3.	F. Bowers	07/01/69
4.	R. Kindinger	07/01/70
5.	G. Surratt	08/01/71
6.	D. Fetters	08/10/77
7.	J. Daglow	08/18/78
8.	K. Murray	09/16/93 *
9.	R. Rodriguez	08/31/94
10.	M. Fether	08/18/95
11.	S. Merfeld	12/19/95
12.	R. Perkins	07/25/96
13.	R. Jenkins	08/07/96
14.	M. Schraim	08/15/96
15.	R. Wilson	08/16/96
16.	M. Braman	08/19/96
17.	R. Colegrove	08/19/96
18.	K. Mohr	08/21/96
19.	M. Pobocik	08/26/96

\* Teachers currently on layoff."

NOTE: Clara Green is eligible on both lists of Physical Education. Douglas Rychener is eligible on both lists in Physical Education. Debra Porter is eligible on both lists in Music.

