# MASTER AGREEMENT

between

WALDRON AREA SCHOOLS

and

WALDRON EDUCATION ASSOCIATION, MEA/NEA

2024-2027

**TABLE OF CONTENTS**

**ARTICLE 1**: Recognition....3
**ARTICLE 2**: Association Rights....3
**ARTICLE 3**: Teacher Rights....4
**ARTICLE 4**: District Rights....6
**ARTICLE 5**: Working Conditions....7
**ARTICLE 6**: Vacancies....10
**ARTICLE 7**: Leaves of Absence....10
**ARTICLE 8**: Professional Compensation....16
**ARTICLE 9**: Insurance/Health Care....18
**ARTICLE 10**: Professional Grievance Procedure....20
**ARTICLE 11**: Mentor Language....23
**ARTICLE 12**: Student Discipline and Teacher Protection....23
**ARTICLE 13**: Negotiation(s) Procedures....24
**ARTICLE 14**: Contract Administration....25
**ARTICLE 15**: Tax-Deferred Payments....26
**ARTICLE 16**: Emergency Manager....26
**ARTICLE 17:** Duration of Agreement....26
**APPENDIX A**: Salary Schedule....28
**APPENDIX B**: Extra and Co-Curricular Activities....30
**APPENDIX C**: Grievance Form....33
**APPENDIX D**: Contracts of Employment....35
**APPENDIX E**: School Calendar....43
**APPENDIX F**: Contribution to Bank....42

## ARTICLE 1: RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining agent, as defined in Section 11 of the Michigan Public Employment Relations Act, for all certified teaching personnel, including counselors and librarians but excluding administrators, teacher supervisors, supervisory personnel, substitute teachers, coaches who are not otherwise bargaining unit employees as teachers, and all other employees employed by the Board.

B. The term "Board" shall include the Board of Education, High School Administrator, Elementary Administrator, and Superintendent. The term "teacher" shall include only those employees* in the bargaining unit 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 (the “Association”) 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 (1) of which shall be provided in each school building. The Association may use the teacher mailboxes and computerized email 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 activity does 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 matter 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.

If the Association President upon request of the Superintendent is relieved of their teaching duties to complete joint labor/management business, there shall be no reimbursement by the Association to the District.

G. The Association shall reimburse upon the request of the Board the current basis for those sums paid to the Office of Retirement Services for activities solely Association release time.

H. The Board agrees to notify the Association of all new bargaining unit hires (name, address, phone number, position, step, etc.)

## ARTICLE 3: TEACHER RIGHTS

A. This Agreement shall not 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 use the on-line attendance system to report unavailability for work, along with the reason(s) for the teacher's unavailability. The teacher shall report his/her absence as soon as possible. If circumstances do not permit the teacher to report the absence until after 6:00 a.m. on the day of absence, the teacher shall also report the absence to the telephone number provided to teachers. Once a teacher has reported unavailability, it shall be the administration's responsibility to determine the need for a substitute teacher and assign as appropriate.

C. The Board shall make available in each school separate lunchroom, restroom, and lavatory facilities for teachers' use and one (1) room appropriately furnished which shall be reserved for use as a faculty workroom/lounge.

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 the opening day packet or upon hire, the Board's policy on acceptable use of the Internet/Intranet.

2. Teachers may 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 Agreement and does not interfere with the teacher's assigned duties and responsibilities. Reasonable personal recreational usage is limited to a teacher's duty-free time (i.e., lunch).

3. Teachers will receive password and virus protection.

4. The Board agrees not to cease a 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 before implementation.

F. The Association and District shall work together to create learning environments that increase achievement and allow teachers to create innovative instruction.

G. The Board will notify the Association of investigations (which lawfully allowed).

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 students 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 student in the classroom.

J. The Board agrees to make available within thirty (30) calendar days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement, unless otherwise prohibited by law.

## ARTICLE 4: DISTRICT RIGHTS

A. This Agreement shall not be construed to deny or restrict the District of its rights, responsibilities, and authority under the Michigan General School Laws or any other law or regulation.

B. Except as expressly abridged by this Agreement, 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 workforce.

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 District 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 organizational hierarchy.

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 as 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 with shall be limited only by the specific terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it restrict, or waive any management right not listed and specifically surrendered in this Agreement, regardless of whether such a right has been exercised by the District in the past.

## ARTICLE 5: WORKING CONDITIONS

A. Teaching Hours:

1. The teacher's normal working day will be seven and one half (7.5) hours (i.e. 7:40 am to 3:10 pm). Staff may leave five minutes after the buses leave the school grounds.
2. Staff and student half day
    a. Schedule hours: 8:00am - 11:30am
    b. Compensation: Staff members will be compensated for the half-day work schedule in accordance with their regular salary and benefits as stipulated in their employment contracts or the collective bargaining agreement between the District and the Association.
    c. Modifications: Any modifications or adjustments to the staff/student half-day schedule shall be mutually agreed upon in writing by both parties. Such modifications may include changes due to special circumstances, emergency situations, or other unforeseen events.

3. All teachers shall be entitled to a thirty- (30) minute duty-free uninterrupted lunch period from the end of one (1) class period to the start of the next class. Teachers shall not be required to supervise students. During breakfast and lunch students must remain in designated areas. If any part of lunch counts towards student count then that time is not part of a thirty (30) minute duty free lunch.

4. Teachers shall be in the proximity of their rooms for student availability and room supervision prior to the start of the student day.

5. The workdays will be listed in the annual school calendar.

6. Teachers agree to work the necessary hours/days of instruction as mandated by the State of Michigan to enable the District to qualify for the maximum amount of state school aid.

7. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the student’s regular school day in the morning.

8. When school is officially called off, teachers will not have to report to work.

9. The Association will work with the Superintendent to equalize abbreviated class hours on delayed/shortened days, unless the specific circumstance constitutes a prohibited bargaining subject.

10. The Board and the Association will negotiate any workday/work hour changes and the impact of the teacher's day.

11. Professional development days will be held on five (5) full/half workdays. Students may not be in session on such days.

12. Parent teacher conferences will be held one (1) evening from 4-7 P.M. in the fall and for three (3) hours at teacher's discretion during the month of March. Teacher comp time will be negotiated into the calendar.

13. Teachers will be given two school days notice before a new student is to attend the classroom.

14. Teachers will not be required to clean their own classrooms (sweeping, mopping, cleaning sinks or bathrooms, taking out garbage), beyond putting chairs up and picking up larger items and papers on the floor.

15. Class Size: Because the K-12 student-teacher ratio is an important aspect of an effective educational program, class enrollment and room enrollment should be lowered wherever possible and never to exceed a maximum of thirty-five (35) students, except for band and music classes, and any other special classes with approval of the involved teacher and the Association.

B. Qualifications and Assignments:

1. Since students are entitled to be taught by teachers who are working within their areas of competence, all teachers shall be Highly Qualified.

2. Substitute teachers shall be employed by the Board only to replace teachers who are on the payroll and absent.

3. Middle and high school teachers shall have five (5) unassigned preparation periods per week. Teachers must teach three (3) classes to be entitled to a full preparation period. Teachers teaching one (1) 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.

4. 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- scheduled 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.

5. Filing vacancies in extracurricular positions on Appendix B shall be done in the following manner:

    a. If there is more than one (1) applicant from within the bargaining unit (and no outside applicants apply), the position shall be awarded to the most qualified applicant. Most qualified applicant as determined in the Board's sole discretion.

    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. Most qualified applicant as determined in the Board's sole discretion

6. The building Administrator has the authority to call a maximum of one (1) teachers' meeting per month. Teachers' attendance is mandatory unless prior arrangements have been made with the building Administrator. At the beginning of the school year, the building Administrator 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 Administrator and the building representative an emergency exists.

7. 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.

8. Student grades are to be kept confidential; therefore, the grade books and/or electronic 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 Superintendent or designee

9. Lesson plans are to be submitted to the Administrator by no later than Monday morning of the preceding week they are to be used, when requested by the Administrator.

10. Field Trip/Extra Curricular Trip:

    a. All expenses, including fuel and bus driver hourly wage will be funded by the class or group traveling. If this cost is not paid by the time of the trip, any future travels will be denied until all previous trip costs are paid in full

b. Driving students to or from field trip or school activities

- Teachers, represented by the Association, are not required to drive students to or from field trips or school activities. The school will not mandate any certified staff member to provide transportation services as part of their job responsibilities

- Staff members with a valid drivers license may volunteer to drive students to or from field trips or school activities on a case-by-case basis. This includes considering factors such as personal availability, comfort, and convenience

- The school and the association will work collaboratively to ensure that alternative transportation arrangements are available when certified staff members choose not to drive students. The school will make reasonable efforts to explore other transportation options, such as arranging for bus services or seeking assistance from non-certified staff members to ensure that students can participate in field trips and school activities

C. Supplies and Materials

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.

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 Administrator 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. Due to budget constraints the library position will not be filled until funding allows.

## ARTICLE 6: 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 employees, and expansion of present programs or the creation of new programs.

## ARTICLE 7: LEAVES OF ABSENCE

A. Paid Leaves

1. Leave--

   a. Each teacher shall be granted fourteen (14) leave days per year upon the first work day of school:

      1) Any teacher that resigns prior to the end of the first semester shall be limited to seven (7) leave days unless they retire (resign) or apply for social security disability. If the resigning teacher uses more than seven (7) days they shall reimburse the district upon the last pay.

      2) Teachers can be reimbursed for each leave day not used over ten (10) at the end of the school year, upon written request. The reimbursement rate shall be equal to the daily sub rate. If the teacher leaves before the end of the school year, they will not be reimbursed for any unused leave days.

   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 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 (natural and step family) in this paragraph is defined as being spouse, children, parents, or individual 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 (3) consecutive days for personal illness.

   e. Teachers will have the option to extend one (1) 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 three (3) days and teachers must have the written approval of the Superintendent fourteen (14) calendar days before 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. Bank

   The purpose of the Bank is to relieve its members from undue financial burden 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 Bank will be administered by the Sick Leave Committee, which will be established and guided by the following rules:

Sick Leave Committee

Selection of Committee Members:

a. One member shall be appointed by the Superintendent and approved by the School Board, representing the school administration to the Sick Leave Committee.

b. A majority of the Association shall approve two (2) members.

c. The Committee members will elect a chairperson.

Committee Terms of Office:

a. All members will serve two (2)-year terms and may succeed themselves.

Committee Vacancies:

a. Vacancies created by expired terms are to be filled before the next regularly-scheduled meeting.

b. 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.

Committee 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.

Membership and Contributions:

a. All teachers, who have contributed at least one (1) 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 (2) years of employment or two (2) years after the ratification of the 2008-2010 agreement. After the first two (2) years of employment, enrollment in the Bank will not be permitted unless the teacher makes up

days to the Bank. (See APPENDIX F)

b. A teacher's enrollment in the Bank shall continue from year-to-year unless canceled in writing to the Superintendent Office and the Committee.

c. 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 (2) years.

d. Other District employees may donate to the Bank.

e. If the Committee has determined the need, one (1) 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.

f. The Board shall not be required to contribute any days to the Bank.

g. A record of each teacher's contributions and use of days from the Bank and the total accumulation of the Bank shall be kept in the Superintendent's Office. This record will be presented to the Committee no less than once a year.

<u>Withdrawal of Days:</u>

a. Any teacher as identified above who has exhausted his/her accumulated sick leave and who has sick leave accumulated one (1) uncompensated sick leave day, is eligible to apply to the Sick Leave Committee to use for further absences from work during the current contract year. The aforementioned day shall not be deducted from the Bank. A teacher

wishing to use the Bank shall notify the chairperson of the Committee, and the Association of their intended absence and the dates of absences.

b. 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.

c. 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.

d. 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.

e. A maximum of sixty (60) workdays may be drawn from the Bank for each incident.

f. Medical complications arising from pregnancy will be addressed on an individual basis upon requesting days from the Bank.

g. All days contributed to the Bank become the property of the Bank and will not be returned to the individual.

h. If the Bank is dissolved, days will be returned to the teachers on a pro-rated basis.

i. The Committee Chairperson will be responsible to see that all new teachers are made aware of the Bank and given the proper forms for membership.

j. Unused leave days in the Bank at the end of the school year will accumulate for the ensuing school years.

k. Employees requesting to be involved in the use or contribution to the Bank must make it known in writing to the District before 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 (natural and step family). The immediate family shall include: spouse, partner, child, parent (natural or in-law), and sibling. 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 receive their daily teacher pay and sign over to the district all payment received for jury duty.

B. Unpaid Leaves

Medical Leave

1. A leave of absence without pay will be granted for up to one (1) year for employees with a physician's note. This may be taken in conjunction with FMLA or extend beyond the terms of FMLA.

Maternity/Child Bonding Leave

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. This determination will be made by the teacher in conjunction with her personal physician.

   The teacher may continue teaching as long as she can maintain her regularly-assigned responsibilities.

   The notice of leave under this section shall be submitted to the Superintendent and shall include a statement of the date on which the teacher will commence the leave. All effort will be made to commence the leave thirty (30) calendar days following the notification.

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 before the end of the leave.

   Upon termination of leave under this section, the teacher shall be returned to the position in compliance to federal law 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, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one (1) 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 12-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 District may be granted a sabbatical leave for professional improvement for up to one (1) year without pay. Professional improvement includes, but is not limited to: attending college, university, or other educational institutions 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.

2. Leave of absence without pay shall be granted to any teacher for up to four (4) years who is inducted or enlists in any branch of the uniformed services of the United States. A teacher on uniformed services leave wishing to return to duty shall submit a written request with the Superintendent at least sixty (60) calendar

days before the date the teacher wishes to return to teaching or before the end of the leave.

Upon termination of a uniformed services leave, the teacher shall be returned to a position in compliance with the Uniformed Service Employment and Reemployment Right Acts.

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

3. The granting of unpaid leaves does not interrupt seniority and related rights, and the teacher shall retain accumulated sick leave time and tenure.

4. A teacher on unpaid leave will be permitted the continuation of insurance benefits normally provided by the Board by paying the premiums monthly to the Board.

5. Unless otherwise noted, any teacher teaching at least one-half (1/2) of a school year before taking the leave shall be given a full year's experience on the salary schedule. Where possible, a leave 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. Salary schedule shall remain in effect during the designated periods.

1. The agreed upon pay increases for the duration of this contract are as follows:

   a. 2024-25 school year = ½ % plus steps

   b. 2025-26 school year = 1% plus steps

   c. 2026-27 school year = 1 ½% plus steps

2. Raise increases can still be negotiated for year 2 and 3 if student count has increased.

3. All teachers may 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 Michigan school district 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 (1/2) year or more of teaching experience will be

put on the next step of the salary schedule.

b. If a teacher teaches during the preparation hour or before or after school, the teacher will be compensated at his/her per diem rate of pay. Such teaching will have administrative approval.

c. If the current teaching staff is on a step freeze, a new hire's experience credit will not be given on the salary schedule, except if the new hire is for a position on the most current State critical shortage list.

4. 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 (8) steps of the BA salary schedule corresponding to the years of experience in that activity.

5. Any teacher who is asked by the administration and volunteers to substitute for an absent teacher during their prep period shall be paid at the rate of forty dollars ($40.00) per class period. Substitutions of thirty (30) minutes or less will have a compensation of twenty dollars ($20.00). Teachers shall not be asked to substitute during their regularly-scheduled class except in emergency situations. If a teacher is assigned to teach a class other than theirs for the day, they will receive substitute pay in addition to their regular pay.

   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.

6. Teachers will receive a monthly $100 bonus for having perfect attendance for the month. This will be for the months of September through May. Taking time off for any reason disqualifies the teacher from the bonus. The bonus will be paid after each qualified month.

7. 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 Superintendent. 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 District the following year.

8. When a teacher is out of school for professional development or a school related conference that is beneficial for their position, they do not have to use a personal day for it. They may use up to three days a school year for this. They will also be reimbursed for up to $250 (for costs) unless the PD was not approved by the superintendent.

9. After a teacher has taught in the Waldron Area Schools District 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 eighty dollars ($80.00) per day for all unused sick leave up to ninety days (90) days through a 403(b) plan.

10. Elementary teachers having a **split classroom** (more than one grade) shall be paid an additional $5,500.

11. If the student-teacher ratio per elementary homeroom teacher should exceed 28 students, $1.75 per day/per student enrolled will be paid for the excess. This amount will be computed by the teacher and verified by the central administrative staff 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 (2) 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 Association President. At no time will the enrollment exceed the maximum of thirty-five (35) students.

12. Teachers who mutually agree with administration to be assigned "independent study" students will be compensated as follows:

    a. Fifty dollars ($50) if the curriculum already exists and the teacher has taught it before.

    b. One hundred dollars ($100) if the curriculum exists but the course is new to the teacher (this only applies to the first student. If there are multiple students, it will be fifty dollars ($50) per student).

    c. One hundred fifty dollars ($150) if the teacher has to develop the curriculum (this only applies to the first student. If there are multiple students, it will be fifty dollars ($50) per student).

13. All teachers will be paid on the 10th and 25th of each month. If the 10th or 25th of the month falls on a non-business day, the salary payment will be the first business day prior.

14. If the Board determines to offer an Early Resignation Incentive in any given year, it will do so by April 1.

15. If the middle school/high school schedule format changes from the current seven (7) period days, both parties will negotiate the terms and conditions of that change.

## ARTICLE 9: INSURANCE/HEALTH CARE

The following insurance program will remain in effect for the duration of the 2024-2025 school year Agreement.

1. The Board will provide to all full-time teachers the options afforded under the Lenawee County Health Care Consortium for the teacher and eligible dependents.

2. The Board will pay 80% of all health coverage including 80% of deductible toward HSA.

3. Bargaining unit employees electing Plan B will pay no percentage cost share. The Board pays 100% of Plan B.

4. Full-time teachers who choose to not elect medical insurance and instead Plan B will receive $350/month for single or $500/month 2-person/full-family in cash.

5. Part-time teachers shall have the premium paid prorated on the basis of the percentage worked, or full payment of Plan B.

6. Teachers who wish additional MESSA optional coverage may authorize deductions of the required additional funds from their salary

7. 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.

## 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 may be processed as a grievance as hereinafter provided.

When one employee shares the Principal/Superintendent role, the Principal step will be by-passed and go directly to the Superintendent – Step 3.

**Step 1**. If a Teacher/Association believes there is a basis for a grievance, they shall first discuss the alleged grievance with the Principal within ten (10) business days of the alleged grievance. If the two parties cannot find a resolution in that meeting the teacher or association moves to step 2.

**Step 2**. Within six (6) working days of failing to find a resolution in the previous grievance step, the Association shall complete the grievance forms in the CBA and meet with the Principal to resolve the grievance. The Principal shall indicate their disposition of the grievance and furnish a written reply to the Association within six (6) business

days of the Principal meeting.

**Step 3**. Within six (6) working days of failing to find a resolution in the previous grievance step, the Association shall meet with the Superintendent to resolve the grievance. The Superintendent shall indicate their disposition of the grievance and furnish a written reply to the Association within eight (8) business days of the Superintendent meeting.

**Step 4**. 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.

**Step 5**. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. 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.

**Step 6**. If the Association is not satisfied with the Board's disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Requests for arbitration must be made within seventeen (17) working days of the hearing with the Board.

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 Michigan Teachers' 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;

5. Any matter that is a prohibited or illegal bargaining subject.

6. Any claim not previously raised in the grievance process.

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.

5. He/she shall not issue a decision on the merits of a prohibited or illegal bargaining subject.

6. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

7. More than one (1) 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. 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. 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 employee 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. These time limits 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 Agreement (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 before 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, the teacher may 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 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: MENTOR LANGUAGE

A mentor teacher shall be identified as found in Section 1526 of the Revised School Code.

A. Participation as a Mentor Teacher shall be voluntary.

B. The District shall notify the Association of those teachers requiring a mentor assignment.

C. 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.

D. Because the purpose of the Mentor-Mentee match is to acclimate the bargaining unit employee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.

E. 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.

F. A mentor Teacher while assigned will be paid annually four hundred dollars ($400).

## ARTICLE 12: 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 as to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student 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 students upon recommendation of the Administrator and/or qualified consultants and in compliance with applicable legal standards. The sending of a student to the administration will be done only after all available resources have been exhausted in the classroom.

B. 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 addressed with encouragement, praise, and emphasis upon the student'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 during class time. Teachers will be fully supported by the school and Board for implementing all handbook policies for all students.

C. A teacher may exclude a student from one (1) 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 Administrator or supervisor, as promptly as the teaching obligations will allow, full particulars of the incident in writing.

D. Suspension of students from school may be imposed only by an Administrator or his/her designated representatives. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the student 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.

E. A teacher may use such reasonable physical force as is necessary for self-defense or to prevent injury to another student.

F. Any case of assault upon a teacher, it 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 as to such assault.

G. 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 one hundred dollars ($100) per year.

H. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

I. The administration shall give notice to a teacher regarding any complaint by student or parent in a timely manner.

## ARTICLE 13: NEGOTIATION(S) PROCEDURES

A. Ninety (90) calendar days before the expiration of the current Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year. Negotiations may begin before 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 for each member, future members, and supply the Board with an electronic copy in a non pdf format (word version preferred). The Board will provide electronic copy on its website.

## ARTICLE 14: CONTRACT ADMINISTRATION

A. Representatives of the Board and the Association's bargaining committee will meet on the second Monday of each month for thirty (30) minutes before the regularly-scheduled Board meeting for the purpose of reviewing the administration of the Agreement 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 before 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 is 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 as 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 15: TAX-DEFERRED PAYMENTS

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 (MPSERS) plan conditions permit bargaining unit employees 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 MPSERS;

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 MPSERS retirement plan requirements.

## ARTICLE 16: EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141,541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

## ARTICLE 17: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall continue in full force and effect until 11:59 PM, June 30, 2027.

This Agreement shall be reopened no later than April of the 2027 school year in order to negotiate financial compensation including steps, longevity increase, and calendar.

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

By: _____

WEA President

By: _____

MEA UniServ Director

WALDRON AREA SCHOOLS BOARD OF EDUCATION

By: _____

President

By: _____

Secretary

By: _____

Superintendent

## APPENDIX A – SALARY SCHEDULE

| 2024-2025 TEACHERS SALARY SCHEDULE | | | | |
|---|---|---|---|---|
| **STEP** | **BA** | **MA** | **MA+15** | **MA+30** |
| 1 | $33,895 | $36,719 | $37,219 | $37,719 |
| 2 | $35,455 | $38,392 | $38,892 | $39,392 |
| 3 | $37,018 | $40,066 | $40,566 | $41,066 |
| 4 | $38,577 | $41,739 | $42,239 | $42,739 |
| 5 | $40,140 | $43,411 | $43,911 | $44,411 |
| 6 | $41,703 | $45,085 | $45,585 | $46,085 |
| 7 | $43,262 | $46,757 | $47,257 | $47,757 |
| 8 | $44,826 | $48,430 | $48,930 | $49,430 |
| 9 | $46,384 | $50,102 | $50,602 | $51,102 |
| 10 | $47,947 | $51,776 | $52,276 | $52,776 |
| 11 | $49,508 | $53,448 | $53,948 | $54,448 |
| 12 | $51,070 | $55,122 | $55,622 | $56,122 |

| BA SCHEDULE | | |
|---|---|---|
| 13-14 | $53,368 | |
| 15-19 | $54,969 | |
| 20-24 | $56,618 | |
| 25-30 | $58,317 | |
| 31+ | $60,066 | |

| MA SCHEDULE | | |
|---|---|---|
| 13-14 | $57,602 | |
| 15-19 | $59,330 | |
| 20-24 | $61,110 | |
| 25-30 | $62,943 | |
| 31+ | $64,832 | |

| YEARS OF SERVICE AT WALDRON | | |
|---|---|---|
| 5-9 | $450.00 | |
| 10-14 | $600.00 | |
| 15-19 | $750.00 | |
| 20-24 | $900.00 | |
| 25-29 | $1,050.00 | |
| 30 | $1,200.00 | |

*Staff with (5) years of service will receive a longevity increase (based on consecutive years)

*2025-2026 and 2026-2027 financial items and calendar will be negotiated.

## APPENDIX B - EXTRA AND CO-CURRICULAR

### A. High School:

| | |
|---|---|
| Football Head Coach (V) | $3,500.00 |
| Head Coach (JV) | $2,500.00 |
| Assistant (1) | $2,000.00 |
| Basketball Head Coach (V) | $3,500.00 |
| Head Coach (JV) | $2,500.00 |
| Assistant Coach (1) | $2,000.00 |
| Baseball/Softball Head Coach | $3,000.00 |
| Cross Country Head Coach | $3,000.00 |
| Track Head Coach | $3,000.00 |
| Volleyball Head Coach | $3,500.00 |
| Cheerleading Head Coach (min 5 participants) | $1,500.00 |
| Trapshooting Head Coach | $3,000.00 |
| Archery Head Coach | $3,000.00 |
| Student Council Advisor | $1,000.00 |
| 9th and 10th Grade Class Advisor | $150.00 |
| 11th Grade Advisor | $350.00 |
| 12th Grade Advisor | $550.00 |

### B. Middle School:

| | |
|---|---|
| Football Coach | $2,000.00 |
| Basketball Coach | $2,000.00 |
| Track Coach | $2,000.00 |
| Volleyball Coach | $2,000.00 |
| Cheerleading Head Coach (min 5 participants) | $750.00 |
| 7th and 8th Grade Class Advisor | $150.00 |

### C. Co-Curricular:

| | |
|---|---|
| Band Fall | $1,500.00 |
| Band winter | $1,500.00 |
| Choir winter | $500.00 |
| Choir Spring | $500.00 |
| Yearbook | $2,000.00 |
| F.F.A | $5,000.00 |
| Honor Society | $500.00 |
| Enrichment/Professional Development (or as per grant) | $30.00 per hour |

The decision regarding one or two coaches for **Middle School Basketball** would depend on the number of boys or girls out for the sport. Ten (10) or more for each team would necessitate hiring two (2) coaches.

To have a **Varsity** and **Junior Varsity football** team, there needs to be a minimum of 25 qualifying students participating on the team consistently for the first 8 practices. In the

event that there are not enough participating students, the **JV** coach will become the assistant coach and paid accordingly.

All **Cheerleaders** that are in 6-8 grades will cheer only for middle school and only cheer for home games. **Cheerleaders** in 9-12 grades will either cheer for the JV or Varsity games. The coach can choose to cheer for both but will not be paid extra unless we have enough participants for both a JV and Varsity team. High School cheerleaders will cheer at home and away games. If the school is transporting the players, the cheerleaders will be transported using the same means as the players. For there to be a **Cheerleading Team** there needs to be at least 5 qualifying students per team participating consistently for the first 6 practices.

If a scheduled class for **Yearbook** is allowed, the negotiated Extra Curricular amount will be altered to a yearly stipend of $300.00 for Yearbook advisor/teacher. 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 or personnel 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 to employ qualified persons as determined in the Board's sole discretion for Schedule B positions.

F. Any changes in extra duty schedule will be negotiated before implementation.

G. If a staff member wish to commence a new activities club they must do the following:

1. Submit proposals to the association and superintendent.
2. In conjunction with students create and submit a constitution
3. Document the number of hours of activity/competitions
4. Identify the purpose
5. Relate the activities to the school curriculum

The rate of compensation (first year range will vary between $500 and $1000) will be based on the number of hours of student interaction/performance and the number of students involved in the activities club.

## APPENDIX C - GRIEVANCE FORM

**Grievance Report Form**

**Waldron Area Schools**

Grievance:_____

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

Submit to Administrator in duplicate

| Building/Date Filed | Assignment | Name of Grievant |
|---|---|---|
| | | |

**STEP 1**

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 Administrator:

_____/_____
_____ Signature
Date

E. Position of Grievant and/or Association:

_____/_____
_____ Signature
Date

**STEP 2**

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 3**

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

## Waldron Area Schools
## Probationary Teacher Contract

THIS CONTRACT is made on _____, 20____by Waldron Area Schools (the "District") and _____the ("Probationary Teacher"):

The District and Probationary Teacher agree as follows:

Pursuant to Sections 11a and 1231 of the Revised School Code, the District and Probationary Teacher agree to enter into this Employment Contract for the period commencing on _____, 20___and concluding on _____, 20___, and consistent with the requirements of the Michigan Teachers' Tenure Act and the Revised School Code.

1. Probationary Teacher acknowledges that his/her services are retained on a probationary basis and are subject to a maximum applicable probationary period as set forth in the Teachers' Tenure Act.

2. Probationary Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, Probationary Teacher agrees that he/she shall maintain such certification and qualifications as a condition of his/her continued employment. This Contract may be terminated if the Probationary Teacher's certificate or other qualifications expire by limitation and are not immediately renewed or extended, or are suspended or revoked.

3. Probationary Teacher agrees to perform his/her job functions and duties, as established by the District, to comply with the requirements of the Revised School Code and other applicable laws and regulations, to implement and fulfill the policies as established by the District's Board of Education and to follow the directives, rules, and regulations developed by the District's administrative staff, and to otherwise carry out the District's educational programs, services, and policies during the term of this Contract.

4. Probationary Teacher is subject to placement, assignment, and transfer as the District shall prescribe through its Superintendent or designee.

5. Probationary Teacher agrees that his/her services and this Contract may be terminated at any time for, without limitation, termination attributable to job performance, misconduct, or reduction in personnel. Additionally, Probationary Teacher's services are subject to non-renewal in accordance with the procedures set forth in the Teachers' Tenure Act.

6. Probationary Teacher shall receive salary compensation at the annual rate of _____Dollars ($_____) based upon _____days of work during the term of this Contract to be remitted on the payroll cycle established by the District. The annual salary rate to be paid to Probationary Teacher has been determined based upon the following:

Salary Column/Step:
Annual Salary Rate:

Probationary Teacher shall be entitled to enroll in insurance programs and to receive other benefits as remuneration subject to applicable terms of any collective bargaining agreement in effect (or which may be in effect) during the term of this Contract between the District and the legally recognized exclusive bargaining representative of Probationary Teacher.

7. This Contract is subject to the collective bargaining agreement between the District and the Waldron Area Education Association, MEA/NEA Local 1, in effect during the term of this Contract, provided that the Probationary Teacher is within the bargaining unit covered by that collective bargaining agreement. If the terms and conditions of employment set forth in the collective bargaining agreement conflict with this Contract, the collective bargaining agreement shall supersede and control to the extent of any such conflict, except as to any matters which are prohibited bargaining subjects under Section 15(3) of the Public Employment Relations Act, all of which are reserved to the District's authority.

8. This Contract and the collective bargaining agreement referenced in paragraph 8 contain the entire agreement and understanding between the District and Probationary Teacher as to the employment of Probationary Teacher and no other representations, promises, or understandings, written or oral, have any force. All prior contracts or other agreements pertaining to, connected with, or arising in any manner out of the employment of Probationary Teacher by the District, are terminated and have no effect.

9. No change to this Contract is valid or binding unless it is in writing and signed by the Probationary Teacher and the District. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

10. If any provision(s) of this Contract becomes illegal, unenforceable, or void due to an unappealed order of a court of competent jurisdiction or through legislative enactment, this Contract shall continue in full force and effect without said invalid provision(s).

By their respective signatures below, the District and Probationary Teacher agree to the terms and conditions of this Contract.

WALDRON AREA SCHOOLS

Date: _____ By: _____
Superintendent of Schools

Date: _____ By: _____
Probationary Teacher

**Waldron Area Schools**
**Tenure Teacher Contract**

THIS CONTRACT is made on _____, 20____by the Waldron Area Schools (the "District") and _____(the "Teacher"):

The District and Teacher agree as follows:

1. Pursuant to Sections 11a and 1231 of the Revised School Code, the District and Teacher agree to enter into this Employment Contract for the period commencing on _____, 20____and concluding on _____, 20___, and consistent with the requirements of the Michigan Teachers' Tenure Act and the Revised School Code.

2. Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, Teacher agrees that he/she shall maintain such certification and qualifications as a condition of his/her continued employment. This Contract may be terminated if the Teacher's certificate or other qualifications expire by limitation and are not immediately renewed or extended, or are suspended or revoked.

3. Teacher agrees to perform his/her job functions and duties, as established by the District, to comply with the requirements of the Revised School Code and other applicable laws and regulations, to implement and fulfill the policies as established by the District's Board of Education and to follow the directives, rules, and regulations developed by the District's administrative staff, and to otherwise carry out the District's educational programs, services, and policies during the term of this Contract.

4. Teacher is subject to placement, assignment, and transfer as the District shall prescribe through its Superintendent or designee.

5. Teacher agrees that his/her services and this Contract may be terminated during its term under applicable District policy for any reason that is not arbitrary or capricious including, without limitation, termination attributable to job performance, misconduct, or reduction in personnel.

6. Teacher shall receive salary compensation at the annual rate of _____Dollars ($_____) based upon _____days of work during the term of this Contract to be remitted on the payroll cycle established by the District. The annual salary rate to be paid to Teacher has been determined based upon the following:

   Salary Column/Step:
   Annual Salary Rate:

Teacher shall be entitled to enroll in insurance programs and to receive other benefits as remuneration subject to applicable terms of any collective bargaining agreement in effect during the term of this Contract between the District and the legally recognized exclusive bargaining representative of Teacher.

7. This Contract is subject to the collective bargaining agreement between the District and the Waldron Education Association, MEA/NEA Local 1, in effect during the term of this Contract, provided that Teacher is within the bargaining unit covered by that collective bargaining agreement. If the terms and conditions of employment set forth in the collective bargaining agreement conflict with this Contract, the collective bargaining agreement shall supersede and control to the extent of any such conflict, except as to any matters which are prohibited bargaining subjects under Section 15(3) of the Public Employment Relations Act, all of which are reserved to the District's authority.

8. This Contract and the collective bargaining agreement referenced in paragraph 7 contain the entire agreement and understanding between the District and Teacher as to the employment of Teacher and no other representations, promises, or understandings, written or oral, have any force. All prior contracts or other agreements pertaining to, connected with, or arising in any manner out of the employment of Teacher by the District, are terminated and have no force.

9. No change to this Contract is valid or binding unless it is in writing and signed by Teacher and the District. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

10. If any provision(s) of this Contract becomes illegal, unenforceable, or void due to an unappealed order of a court of competent jurisdiction or through legislative enactment, this Contract shall continue in full force and effect without said invalid provision(s).

By their respective signatures below, the District and Teacher agree to the terms and conditions of this Contract.

WALDRON AREA SCHOOLS

Date: _____ By: _____
Superintendent of Schools

Date: _____ By: _____
Teacher

## APPENDIX E - 2024-25 Calendar

# WALDRON AREA SCHOOLS | 2024-2025 CALENDAR

### AUGUST '24

| 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 |

19- Open House 5-7 PM
19-20- Teacher PD #1-2
21- First Day of School
30- No School

### SEPTEMBER '24

| 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 | | | | | |

02- Labor Day/ No School
20- Half Day
23 -Fair Day/ No School
24- Fair Day/ No School/ Teacher PD #3

### OCTOBER '24

| 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 | | |

18- End of Marking Period Half Day/ Teacher PD #3.5

### November '24

| 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 |

07- Conferences 4-7 PM
08- Half Day
27- Half Day
28-29- Thanksgiving Break/ No School

### DECEMBER '24

| 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 | | | | |

19-Semester Exams/ Half Day/ PD #4
20 –Semester Exams/ Half Day/ End of Marking Period
23-31- Christmas Break/ No School

### JANUARY '25

| 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 | |

1-3- Christmas Break/ No School
06- Return to School

14-17 -Mid-Winter Break/ No School

### FEBRUARY '25

| 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 | |

21- End of Marking Period/ No School /Teacher PD#5
24-28- Spring Break/ No School

### MARCH '25

| 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 | | | | | |

10-Conferences 4-7 PM
11- Half Day
18- Good Friday/ No School
21- No School

### APRIL '25

| 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 | | | |

14- Last Day For Seniors
18- Graduation
23- Half Day
26- Memorial Day/ No School

### MAY '25

| 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 |

05- Half Day/ Last Day of School

### JUNE '25

| 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 | | | | | |

4 Independence Day

### JULY '25

| 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 | | |

**APPENDIX F**

## Contribution to Bank

I wish to participate in the voluntary Bank.

Full Name:_____ Home Phone:_____

Home Address:_____ Zip Code:_____

I voluntarily contribute _____sick leave days to the Bank. This is my authorization for the Payroll Department to deduct these days from my Absence Leave accumulation.

Signature:_____ Date:_____

---

**I do not want to belong to the Bank.**

Signature: _____ Date: _____

**.....**
**.....**

**. FROM THE PAYROLL DEPARTMENT:**

_____has been charged with _____sick leave days. These days have been transferred to the Bank.

**WALDRON AREA SCHOOLS**

Authorized Signature: _____ Date: _____

**All employees must submit this form to the district no later than September 15 of each year.**