

MASTER AGREEMENT

BETWEEN

WALDRON AREA SCHOOLS

AND

4C – UNIFIED BARGAINING ASSOCIATION,
WALDRON EDUCATION ASSOCIATION MEA/NEA

2008-2010

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ARTICLE 1: RECOGNITION

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

ARTICLE 2: ASSOCIATION RIGHTS

- A. The 4-C Unified Bargaining Association, Waldron Education Association MEA/NEA and its representatives shall have the right to use school buildings, facilities, and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association further agrees to submit a written request for building and/or room use for the Superintendent's approval.
- B. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin Boards, one of which shall be provided in each school building. The Association may use the teacher mailboxes and computerized e-mail for communication to teachers.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The Association representatives will check into the building office upon entering the building.
- D. The Board agrees to furnish a copy of the following items to the Association upon request by the Association: audit report, register of certified personnel, budget after adopted, Board meeting agendas, grade data, name and addresses of all teachers, degree, and salary paid all teachers, Form B, Allocation Budget, and minutes of all Board meetings. The Association agrees to pay for copies of the Financial Infrastructure Database, Allocation Budget, and minutes of all Board meetings.
- E. The Board shall place on the agenda of each regular Board meeting as an item for consideration under "New Business" any matters brought to its attention by the Association provided those matters are made known to the Superintendent ninety-six (96) hours in advance of the Board meeting.
- F. At the beginning of the school year, the Association shall be credited with six (6) days per year non-accumulative to be used at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance whenever the need is known. No more than three (3) teachers may be off on any given day under this provision.

The Association will establish a pool of donated sick days from teachers.

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

ARTICLE 3: TEACHER RIGHTS

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

ARTICLE 4: DISTRICT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the district of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the district shall continue to vest exclusively in and be exercised exclusively by the district. Such rights shall include, by way of illustration and not be way of limitation, the right to:
1. Manage and control its business, equipment, and operations.
 2. Direct the working forces, including the right to post, hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the work force.
 3. Determine the services, supplies, and equipment necessary to continue its operation and to establish standards for their use and operation.
 4. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 5. Determine the qualifications of employees, including job description and the essential job functions of employees.
 6. Determine overall goals and objectives. as well as all policies affecting the educational programs.
 7. Determine the number and location or relocation of its facilities.
 8. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.
 9. Determine all financial policies, including all accounting procedures and all matters pertaining to public relations.
 10. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the district, the adoption of policies, rules, regulations and the practices in furtherance thereof, and the use of judgment and discretion in connection wherewith shall be limited only by the specific and express terms of this Agreement.

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

ARTICLE 5: 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 this 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 a 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., or when the buses leave the school grounds.
 2. All teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period from the end of one class period to the start of the next class. Teachers shall not be required to supervise the lunchroom during breakfast or lunch.
 3. Teachers shall be in the proximity of their rooms for student availability and room supervision prior to the start of the student day.

4. The workdays will be listed in the annual school calendar and attached as APPENDIX E of the contract.
5. Teachers agree to work the necessary hours of instruction as mandated by the State of Michigan to enable the Board to meet these requirements. These hours are made up of student contact time, professional development time of which seven (7) hours will count toward pupil instruction hours in the event the district exceeds the 30 hours Act of God time, and the first 30 hours of scheduled pupil instruction that is not provided because of conditions not within the control of the school authorities such as severe storms, fire, health conditions, etc. and shall be counted towards the 1098 required hours of pupil instruction.
6. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of pupil's regular school day in the morning.
7. When school is officially called off, teachers will not have to report to work.
8. The Association will work with the Superintendent to equalize abbreviated class hours on delayed/shortened days.
9. The Board and the Association will negotiate any workday/work hour changes and the impact of the teacher's day.
10. Professional development days will be held on five (5) full workdays. Students will not be in session on such days (see APPENDIX E, School Calendar).
11. Parent-teacher conferences will be held one day in the fall from 11:00 a.m. – 2:00 p.m. and 3:00 p.m. to 7:00 p.m. The next workday the teacher will not be required to report to work. Students will not be in session on these two (2) days.

B. Class Size:

Because the K-12 pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class enrollment and room enrollment should be lowered wherever possible and never to exceed a maximum of thirty-five (35) pupils, except for band and music classes, and any other special classes with approval of the teacher involved.

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. Middle and high school teachers shall have five unassigned preparation periods per week. Teachers must teach three (3) classes to be entitled to a full preparation period. Teachers teaching one class shall have 1/3 of a preparation period; teachers teaching two periods shall have 2/3 of a preparation period. Assignments to a supervised study period shall be considered a teaching period for purposes of this article.
6. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods. In addition, elementary teachers shall be provided a minimum of 255 minutes per week of duty free preparation time. This preparation time shall be provided by specials, physical education, music, computer classes, etc. If administratively 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.
7. Teachers who will be affected by a change in grade assignment in the elementary or subject assignment in the secondary will be consulted before July 15 when the need for such a change is known. To the extent feasible, such changes will be voluntary.

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

8. Any assignments in addition to the normal teaching, scheduled 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.
9. Filing vacancies in extracurricular positions on Appendix B shall be done in the following manner:
 - (a) If there is more than one applicant from within the bargaining unit (and no outside applicants apply), the position shall be awarded to the most qualified applicant. Qualified shall mean experience, training, education, or other factors related to the position. If no candidate is qualified, the position will be reposted. If any applicants from within the bargaining unit are equally qualified, the position shall be awarded to the most senior applicant.
 - (b) If there are applicants for the vacancy from inside and outside the bargaining unit, the position shall be awarded to the most qualified applicant. Qualified shall mean experience, training, education, or other factors related to the position. If no candidate is qualified, the position shall be reposted. If an applicant from inside the bargaining unit and an applicant from outside the bargaining unit are equally qualified, the position shall be awarded to the applicant from inside the bargaining unit.
 - (c) All posting for positions on Appendix B will be posted internally and externally at the same time.

10. The duties of the teacher aide shall be determined by the administration.
11. The building principal has the authority to call a maximum of one teachers' meeting per month. Teachers' attendance is mandatory unless prior arrangements have been made with the building principal. At the beginning of the school year, the building principal will establish a regular day of the month for teachers' meetings. Teachers' meetings will be as brief as possible and shall begin immediately after student dismissal and not extend more than sixty (60) minutes beyond dismissal time. Additional meetings may be scheduled on a different day or with less than seventy-two (72) hours' notice if in the judgment of both the principal and the building representative an emergency exists.
12. The teachers are responsible for keeping an accurate account of textbooks and equipment for their classes. The teachers will be responsible for making the first attempt to collect for lost or damaged articles. The teachers will be furnished with an itemized list for damage fees. If the teacher is unable to collect, he/she will refer the problem to the appropriate administrator.
13. Student grades are to be kept confidential; therefore, the grade books are to be kept under the direct control of the teachers and/or substitutes during the school year. At the end of the school year, all grade books are to be given to the building principal.
14. Lesson plans are to be in the principal's office on Monday morning proceeding the time they are to be used for the week.

D. Supplies and Materials

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

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

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

ARTICLE 7: VACANCIES OR RECALL PROCEDURE

- A. Vacancies. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled. A vacancy may result from the retirement, transfer, reassignment, termination of present bargaining unit members, and expansion of present programs or the creation of new programs.
- B. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, and other relevant factors. Internal bargaining unit members will be considered before an outside candidate.

In the event two or more bargaining unit members are equally qualified, the most senior will be awarded the vacancy.

No outside applicants will be awarded a vacancy when there is a certified and qualified bargaining unit member on lay off.

- C. All vacancies will be posted at least five (5) working days during the school year. During vacation periods, all vacancies will be posted for at least five (5) working days when the Board office is open and notices will be sent to the last known address of the teachers. The administration shall be bound to post vacancies to all laid off employees as well.

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 immediately family. The only justification for paid absence is that the employee must be absent because of an inability to arrange care of someone in the immediate family who is ill. The immediate family in this paragraph is defined as being spouse, children, parents or individuals living with the employee. Up to five (5) days per year and three (3) days per incident may be used for other family members to arrange 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. A doctor's note may be requested for any unusual absence activity for personal illness days.

2. Sick Leave Bank –

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

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

Sick Leave Committee (Committee) –

Selection of Committee Members:

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

Terms of Office:

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

Vacancies:

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

Meetings:

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

Sick Leave Bank Membership and Contributions:

1. All teachers, who have contributed at least one day to the bank and conformed to membership requirements, shall be eligible for benefits. Effective September 1, 2008, the enrollment period will be defined as the first two years of employment or two years after the ratification of 2008-2010 agreement. After the first two years of employment, enrollment in the Sick Leave Bank will not be permitted unless the teacher makes up days to the bank. (See APPENDIX G.)

2. A teacher's enrollment in the Bank shall continue from year-to-year unless cancelled in writing to the Superintendent's Office and the Committee.
3. At its September meeting, the Committee shall decide if contributions from teachers for the following year are required to retain eligibility. Such a determination is to be based on the total accumulation of contributions and the grants during the previous year. Continued membership requires a minimum of one (1) sick day every two years.
4. Other district employees may donate to the Bank.
5. If the Committee has determined the need, one day of sick leave shall be automatically transferred from the teachers' individual leave accumulations and placed in the Bank by October 1. If the teacher wishes to contribute more than the minimum for that year, he/she must notify the Committee or the Superintendent by September 15 of that year.
6. The School Board shall not be required to contribute any days to the Bank.
7. A record of each teacher's contributions and use of days from the Bank and the total accumulation of the Bank shall be kept by the Superintendent's Office. This record will be presented to the Committee no less than once a year.

Withdrawal of Days:

1. Any teacher as identified above who has exhausted his/her accumulated sick leave and who has accumulated one (1) uncompensated sick leave day, is eligible to apply to the Sick Leave Committee for usage for further absences from work during the current contract year. The aforementioned day shall not be deducted from the Bank. A teacher wishing to utilize the Bank shall notify the chairperson of the Committee, and the Association of their intended absence and the dates of absences. Unused days remaining in the sick leave bank at the end of the school year will accumulate for the following school years.
2. The Committee may grant, deny, or suspend grants of sick days from the Bank. An applicant shall have the right to request a review by the Committee.
3. Any grants, by necessity, will be retroactive except in instances of hospitalization, nursing home, or similar confinement, in which cases the Committee may grant days in advance when supported by a doctor's note.
4. Teachers withdrawing leave days from the Bank shall not be required to replace these days except as a contributing teacher. However, they will be permitted to replace them if they wish.
5. A maximum of sixty (60) workdays may be drawn from the Bank for each incident.
6. Leave from the Bank may not be used for maternity or childbirth.
7. Medical complication arising from pregnancy will be dealt with on an individual basis upon requesting days from the Bank.

8. All days contributed to the Bank become the property of the Bank and will not be returned to the individual.
 9. If the Bank is dissolved, days will be returned to the teachers on a prorated basis.
 10. The Committee Chairman will be responsible to see that all new teachers are made aware of the Bank and given the proper forms for membership.
 11. Unused leave days in the Bank at the end of the school year will accumulate for the ensuing school years.
3. 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 more than one (1) person from each building for a total of two (2) will be granted the use of personal days on the same date unless an emergency develops.
 - c. Teachers shall be paid the county teacher sub pay for each unused personal day at the end of the school year.
4. 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.

5. 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 childcare. The leave may commence at the option of the teacher, which may be prior to or after the birth of the child. The teacher may continue teaching as long as she can maintain her regularly assigned responsibilities. This determination will be made by the teacher in conjunction with her personal physician, the building principal, and a physician appointed by the Board if the Board desires one to be appointed.

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

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

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

4. The teacher adopting a child shall receive a similar leave, which shall commence upon placement of the child, with consideration for special circumstances.
5. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

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

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

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

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

C. Other Unpaid Leaves

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

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

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

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

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

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

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

ARTICLE 9: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
1. All teachers shall be given a year of credit on the salary schedule set forth in Appendix A up for to six (6) years' credit for each full years' outside teaching experience in any school district in the state of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Board at its discretion may grant actual credit of more than six (6) years.
 - a. A teacher with one-half year or more of teaching experience will be put on the next step of the salary schedule.
 - b. In the event that a teacher teaches on the preparation hour or after school, the teacher will be compensated his/her per diem rate of pay. Such teaching will have administrative approval.
 - c. In the event the current teaching staff is on a step freeze, new hires experience credit will be given up to step three on the salary schedule.
 2. Extracurricular salaries covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Salary expressed as a percentage shall be computed on the first eight steps of the BA salary schedule corresponding to the years of experience in that activity.
 3. Any teacher who is asked by the administration and volunteers to substitute for an absent teacher shall be paid at the rate of twenty-five dollars (\$25.00) per class period. Substitutions if thirty minutes or less will have a compensation of ten (\$10.00) dollars. Teachers shall not be asked to substitute during their regularly scheduled class except in emergency situations. Teachers not having a class due to their regular class being absent may be assigned to substitute for an absent teacher for no additional pay.
 4. Teachers shall be paid at a rate of one hundred fifty dollars (\$150.00) per semester hour, for course job/work related to the teacher's present or future instructional program or with prior approval of the administrator/Superintendent of Schools. This payment will be made once for each hour upon providing proof to the Superintendent of the hours being successfully completed. Hours earned during the summer would be paid if the teacher continues employment in the school system the following year.
 5. After ten (10) years of service to the Waldron Area Schools, a teacher who leaves the system shall receive Twenty-five Dollars (\$25.00) per day of unused sick leave up to a maximum of 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 sixty (\$60.00) dollars per day for all unused sick leave up to eighty (80) days through a 403(b) plan of the Internal Revenue Code.
 7.
 - a. Secondary teachers shall receive an additional \$600 for each preparation over four (4). Preparations include physical education, but do not include study hall.

- b. Elementary teachers having a split classroom (more than one grade) shall be paid an additional amount equal to nine percent (9%) of the sixth (6) step of the BA schedule.
8. If the student-teacher ratio per elementary homeroom teacher should exceed twenty-eight (28) students, One Dollar and Seventy-Five Cents (\$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 were 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 Choices II
 - MESSA 10/20 RX
 - Dental - MESSA/Delta - 60-60-60,
Class I, II, III; \$1,000 maximum per year
 - Vision -MESSA VSP 2 Silver
 - Life - \$10,000 with AD&D
 - Plan B
 - Dental - MESSA/Delta -60-60-60,
Class I, II, III; \$1,200 maximum per year
 - OR-
 - MESSA Delta -50 50 50,
Class I, II, III; \$1,200 maximum per year
 - Vision - MESSA VSP 3
 - Life - \$15,000 with AD&D
 - b. Part-time teachers shall have the option of MESSA Choices II health insurance with the premium paid prorated on the basis of the percentage worked, or full payment of Plan B.
 - c. Teachers who wish additional MESSA optional coverage may authorize deductions of the required additional funds from their salary.
 - d. New teachers beginning at the start of the school year will be covered by fringe benefits the first day they report to work. Teachers beginning employment after the start of the school year will have fringe benefits beginning the first day of the month following employment unless they begin work on the first day of the month. Those teachers completing the school year shall have fringe benefits continue through the last day of August. Teachers who do not complete the school year will have fringe benefits cease the last day of the month following termination, unless they terminate on the last day of the month.

- e. National Health Insurance: Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full- or part-time employees, the parties will meet to negotiate over the impact of such changes as soon as they are known.
 - f. The employer will reimburse the employee for prescription drugs at a rate of 50% of the prescription co-pay (equivalent to the MESSA 5/10 prescription drug card). The co-pay for generic medications is \$10, and the co-pay for name brand medications is \$20. For members electing to use MEDCO (3 month prescriptions by mail), the co-pay is \$20 for generic medications and \$40 for name brand. The employer is responsible to reimburse only 50% of the co-pay amount(s), and shall not be responsible for any amount incurred by the member above the co-pay amounts listed in this section. Members shall offer proof in the form of receipts from pharmacies showing the employee or dependent name, and cost of prescription. Reimbursement shall be paid on a monthly basis upon presentation of receipts. Receipts so offered may have information of a sensitive nature blacked out at the member's discretion but shall clearly show the amount incurred, and the date of the prescription. Prescriptions shall be reimbursed in a separate check.
- 10. For 2008-2009 the normal salary payment plan will be equal payments on alternating Fridays for twenty-six (26) payments. For 2008-2009, teachers who so request at the beginning of the school year will be paid in twenty-two (22) payments, also on alternation Fridays. Beginning in the 2009-2010 school year, teachers shall be paid in twenty-four (24) equal payments on the fifteenth (15) and the twenty-fifth (25th) of the month.
 - 11. If the Board determines to offer an Early Resignation Incentive in any given year, it will do so by April 1.
 - 12. For 2008-2010, the employer will offer an Early Retirement Incentive (ERI) of twenty-four thousand (\$24,000) payable over three (3) years. ERI payments of eight thousand (\$8,000) will be made in August for each of the three (3) years.
 - a. Employees wishing to take the ERI must notify the employer by July 1 of their intent to retire.

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/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.

2. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Appendix C within ten (10) working days of the incident and signed by the grievant and/or a representative of the Association. Working days are when school is in session. In the summer months working days is when the Board office is working. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

The timeline shall be as follows:

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

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

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

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

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

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

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

1. He/she shall have no power to add to, subtract from, disregard alter or modify any of the terms of this Agreement.
2. He/she shall have no power to change any practice, policy or rule of the District or 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. General Information
 - 1. The performance of all teachers shall be evaluated in writing by his/her evaluator on the evaluation form in Appendix F. The evaluation will be conducted by the teacher's building Principal/Superintendent based on first-hand knowledge.
 - 2. The teacher will be notified within the first twenty (20) working days of a semester if they are to be evaluated. Evaluation form and criteria will be given to the teacher at the beginning of the evaluation cycle. A conference to give the notice, form and criteria may be held, as a group, with other teachers to be evaluated.

3. Evaluations will be based on identified strengths and limitations demonstrated in the classroom observations. Evaluations will not be used for punitive reasons or for disciplinary action. The evaluation will not contain any information not previously made known to and discussed with the teacher.
4. The Board will employ Administrators who have successfully completed training to evaluate teachers.
5. In the event a teacher is assigned to elementary and secondary classes with (2) or more Administrators, the evaluation may have input from both Administrators.

Tenure Teacher—

A teacher with tenure shall be evaluated at least once every three years.

Probationary Teacher--

- a. A probationary teacher shall be evaluated each year during the teacher's probationary period.
- b. For the first three (3) years of his/her employment, a teacher shall be assigned a mentor.

B. Observation Procedure

1. All monitoring or observation of the performance of a teacher shall be conducted openly. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited without approval, in advance by the teacher being observed.
2. No informal or formal observation shall unduly interfere with the teacher/learning process.

Informal Observations

Informal observations are drop-ins and/or a walk through the teacher's classroom when the teacher is teaching by the evaluator. Informal observations are short five to ten minutes in duration. Informal observations that will become a part of an evaluation shall be presented to the teacher, in writing, within two (2) working days after the informal observation. The teacher will sign he/she is in receipt of the written comments of the observation.

Formal Observations

1. The year-end performance evaluation shall be based on, but is not limited to, at least two formal, classroom observations held at least sixty (60) days apart. These formal, classroom observations shall be at least one-half hour in duration in the classroom.
2. The two (2), formal, classroom observations shall include at least an assessment of the teacher's program in meeting the goals of his or her individualized development plan, if the tenured teacher has been placed on a plan.
3. Formal observations will be held while meaningful teaching occurs. Formal observations will not be held before, during or after holidays, during a special school event, and/or the two (2) weeks at the beginning or at the end of the school year.

4. A mutual time for formal observations will be reached between the evaluator and the teacher.
5. Written comments shall be given to the teacher within five (5) working days after each formal observation and there will be a discussion with the teacher and the evaluator. The teacher will sign he/she is in receipt of the written comments of the observation.

C. Individualized Development Plan

1. The Individual Development Plan (IDP) will identify goals to meet the needs of the probationary/tenure teacher. It will be mutually created and structured with the intent of success to promote professional growth. The process will allow mutually created goals and methods to achieve success.
2. Assistance from Administration will assure the teacher's success in meeting goals. The IDP will identify time to meet with Administration to assess whether the teacher is meeting goals.

Tenure Teacher –

- a. If an administrator believes a teacher is demonstrating unacceptable performance, the reasons therefore shall be set forth in specific terms, as shall 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.
- b. If a tenure teacher receives a less than satisfactory performance evaluation, the teacher will be provided with an individualized development plan following paragraph C. above.
3. Any charges concerning the professional competence of a tenure teacher arising out of the evaluation process shall be filed with the Board by April 30 of the current school year.

Probationary Teacher --

1. Probationary teachers shall be evaluated at least once each semester.
2. 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.
3. For the first three years of his or her employment in classroom teaching, a teacher shall be assigned by Administration 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.
4. 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 (15) 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 (15) 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.

5. A probationary teacher will not be expected/assigned more duties than a tenured teacher will be assigned.
6. 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 that information will be stricken from the evaluation. 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 when requested.

D. Final Year-End Evaluation

1. A copy of the written evaluation shall be submitted to the teacher at the time of such personal conference. One copy will 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. A teacher may grieve the evaluation if procedures are not followed. Evaluations will not be completed in an arbitrary or capricious fashion.
2. All evaluations will be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.
3. Any deficiencies from prior evaluations not noted in a subsequent evaluation would require a conclusion that the teacher improved the deficiency to the evaluator's satisfaction.
4. Absence of a written evaluation results in a satisfactory evaluation.

E. Association Representation

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

F. 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.

- 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 workday. 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 no later than April 30 or 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 therefore 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 No Child Left Behind/Elementary and Secondary Education Act qualifications.
 - a. 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 (APPENDIX H.) and will be published and distributed annually on or before September 30. New staff shall be placed on the seniority list using the date of current hire as the criteria for such placement.
- G. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the teaching staff.
- H. If a position exists within the school district for which the laid off/reduced 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 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 three (3) years of employment. Tenure teachers and probationary teachers who have completed three (3) 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/her designated representatives. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his/her parents when warranted. Transfer of the student to another teacher or other measure may be agreed upon by the teacher and the administration.
- D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. The Board will reimburse teachers who, without fault on their part, suffer any loss, damage, or destruction of clothing or personal property of the teacher used while on duty not covered by insurance up to a maximum of \$100 per year.
- G. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- H. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned within fifteen (15) school days of receipt of the complaint (except complaints involving moral misconduct for which this time line shall not apply). If any question of breach of professional ethics is involved, the Association shall be notified.
- I. No tenured 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 for thirty minutes prior to the regular scheduled Board meeting for the purposes of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedures.
- B. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. Business between the Board and the Association will be placed first on the Agenda.
- C. All meetings between the parties will be regularly scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- D. Should such a meeting result in a mutually acceptable amendment of the Agreement, and then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining Committee shall be empowered to effect temporary accommodations to special problems.
- E. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law. Other conditions shall continue in full force and effect.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of negotiations and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are in this Agreement.

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

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

ARTICLE 17: TAX-DEFERRED PAYMENTS RESOLUTION

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

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

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization, under which the employer will make designated contributions in lieu of the employee's contributions, and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to 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 18: DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 2008 and shall continue in full force and effect until 11:59 p.m., August 15, 2010.

4-C UNIFIED BARGAINING ASSOCIATION
WALDRON EDUCATION ASSOCIATION,
MEA/NEA

By: *M. Beth Shaw*
WEA President

By: *John R. Tombeau*
John Y. Sille
MEA Uniserv Director

WALDRON AREA SCHOOLS BOARD OF EDUCATION

By: *Dick Storeholder*
President

By: *Robin Ryan*
Secretary

By: *[Signature]*
Superintendent

APPENDIX A - SALARY SCHEDULE

For the 2008-2009 school year, the Board shall pay a 2% off schedule bonus to all teaching staff retroactive from August 15, 2008 payable by April 10, 2009.

BA Schedule	
Step	2008-2009
1	31,063
2	32,562
3	34,062
4	35,561
5	37,061
6	38,561
7	40,060
8	41,560
9	43,059
10	44,559
11	46,058
12	47,558

Longevity		2008-2009
2.5%	13-14 yrs.	48,747
3.0%	15-19 yrs.	48,985
4.0%	20-24 yrs.	49,460
5.0%	25+	49,936

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:

LONGEVITY

<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 +	5% per annum

MA SCHEDULE	
Step	2008-2009
1	33,740
2	35,347
3	36,954
4	38,561
5	40,167
6	41,774
7	43,381
8	44,987
9	46,594
10	48,201
11	49,807
12	51,414

An additional \$500 will be paid to a teacher having an MA+15 semester hours earned after receipt of the MA degree; and an additional \$1000 shall be paid to a teacher having an MA degree, plus 30 semester hours earned after receipt of the MA degree.

Longevity		2008-2009
2.5%	13-14 yrs.	52,699
3.0%	15-19 yrs.	52,956
4.0%	20-24 yrs.	53,471
5.0%	25+	53,985

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:

LONGEVITY

<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 +	5% per annum

Beginning the 2009-2010 school year the employer shall provide a 1% on schedule salary increase applied to each WEA bargaining unit member's current step. Those bargaining unit members with 31 or more years of seniority shall receive a longevity increase of 6% on their current step, which shall include the 1% on schedule.

For the 2009-2010 school year the employer shall also provide a 1% off schedule bonus calculated to include the 1% on schedule increase payable by November 10, 2009.

BA Schedule	
Step	2009-2010
1	\$31,374
2	\$32,888
3	\$34,403
4	\$35,917
5	\$37,432
6	\$38,947
7	\$40,461
8	\$41,976
9	\$43,490
10	\$45,005
11	\$46,519
12	\$48,034

Longevity		2009-2010
2.5%	13-14 yrs.	\$49,235
3.0%	15-19 yrs.	\$49,475
4.0%	20-24 yrs.	\$49,955
5.0%	25-30 yrs.	\$50,436
6.0%	31 + yrs.	\$50,916

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:

LONGEVITY

<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
31 or more years	6% per annum

Beginning the 2009-2010 school year the employer shall provide a 1% on schedule salary increase applied to each WEA bargaining unit member's current step. Those bargaining unit members with 31 or more years of seniority shall receive a longevity increase of 6% on their current step, which shall include the 1% on schedule.

For the 2009-2010 school year the employer shall also provide a 1% off schedule bonus calculated to include the 1% on schedule increase payable by November 10, 2009.

MA SCHEDULE	
Step	2009-2010
1	\$34,077
2	\$35,700
3	\$37,323
4	\$38,947
5	\$40,569
6	\$42,192
7	\$43,814
8	\$45,437
9	\$47,060
10	\$48,683
11	\$50,305
12	\$51,928

An additional \$500 will be paid to a teacher having an MA+15 semester hours earned after receipt of the MA degree; and an additional \$1000 shall be paid to a teacher having an MA degree, plus 30 semester hours earned after receipt of the MA degree.

Longevity		
2.5%	13-14 yrs.	\$53,226
3.0%	15-19 yrs.	\$53,486
4.0%	20-24 yrs.	\$54,005
5.0%	25-30 yrs.	\$54,524
6.0%	31 + yrs.	\$55,044

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:

LONGEVITY

<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
31 or more years	6% per annum

* If Waldron Area Schools receives any additional funds from federal or state stimulus appropriations, the employer agrees, upon request of the WEA to reopen contract negotiations and bargain over wage increases for members of the WEA bargaining unit.

APPENDIX B - EXTRA AND CO-CURRICULAR

A. Extracurricular

1.	Football Head Coach	11.0%
2.	Football Assistant Coach	9.0%
3.	J.V. Football Coach.....	7.0%
4.	Football Junior High Coach	7.0%
5.	Basketball Head Coach	11.0%
6.	Basketball Assistant Coach	9.0%
7.	Basketball Freshman Coach.....	7.0%
8.	*Basketball Junior High	
	Two coaches each	5.0%
	One coach.....	8.5%
9.	Baseball Coach.....	9.5%
10.	Cross Country Coach.....	9.5%
11.	Track Head Coach - Boys & Girls.....	11.0%
12.	Junior High Coach - Boys & Girls	7.0%
13.	Volleyball Coach	9.5%
14.	Junior Varsity Coach.....	7.0%
15.	7th & 8th grade Volleyball	7.0%
16.	JV Softball Coach	7.0%
17.	Softball	9.5%
18.	Student Council Advisor (High School)	3.0%
19.	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.

B. Co-Curricular

1.	School plays each play (if 2 teachers, split 4%)	4.0%
2.	Band (4% fall – 4% winter).....	8.0%
3.	Yearbook.....	6.0%
4.	F.F.A.....	11.0%
6.	Honor Society.....	1.5%
7.	Spanish Club.....	2.0%
8.	Peer Mentor	\$300.00
9.	Summer Enrichment Classes	\$20.00 per hour
	<i>The parameters of the program will be mutually defined and agreed to by the teachers in charge of the program and the administration.</i>	
10.	Special Choir.....	3%

*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.

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 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.
- F. Any changes in extra duty schedule will be negotiated prior to implementation.
- G. Schedule B is frozen for 2008-2010 school years.

APPENDIX C - GRIEVANCE FORM

Grievance Report Form

Waldron Area Schools

Grievance: _____

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

Submit to Principal in duplicate

Building/Date Filed	Assignment	Name of Grievant

STEP I

- A. Date cause of grievance occurred:
- B. Date of informal conference:
- C.
 - 1. Statement of Grievance:

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

 - 3. Remedy Sought:

_____/_____
Signature Date

- D. Disposition by Principal:

_____/_____
Signature Date

- E. Position of Grievant and/or Association:

_____/_____
Signature Date

STEP II

A. Date Submitted to Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

_____/_____
Signature Date

C. Position of Grievant and/or Association:

_____/_____
Signature Date

STEP III

A. Date Submitted to Board of Education or Designee: _____

B. Disposition of Board:

_____/_____
Signature Date

C. Position of Grievant and/or Association:

_____/_____
Signature Date

APPENDIX D - CONTRACTS OF EMPLOYMENT

**CONTRACT OF EMPLOYMENT
(Probationary Teacher)**

Waldron Area Schools

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

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

BA EXPERIENCE LEVEL \$ _____
MA EXPERIENCE LEVEL

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

[List each duty and amount paid for same]

_____ \$ _____
_____ \$ _____
_____ \$ _____

Total Compensation \$ _____

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

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

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

Board of Education of Waldron Area Schools

Teacher

Superintendent

APPENDIX D - CONTRACTS OF EMPLOYMENT

**CONTRACT OF EMPLOYMENT
(Tenure Teacher)**

Waldron Area Schools

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

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

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

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

[List each duty and amount paid for same]

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

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

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

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

Board of Education of Waldron Area Schools

Teacher

Superintendent

APPENDIX E

WALDRON SCHOOL CALENDAR

2009 - 2010

August	31- Sep 2	Teacher professional development, no students
September	7	No School - Labor Day
	9	First Student Day
	28	Teacher professional development, no students
October	30	End of 1 st marking period
November	5	P/T/Conferences 11-2 & 3-7, no students
	6	No School
	25 - 27	No School - Thanksgiving Break
December	21 - 31	Holiday Break
January	1	Holiday Break
	4	School Resumes
	18	No School - Martin Luther King Day
	22	End of 2 nd marking period/1 st semester
February	12	Option Day #1
	15	No School - President's Day
March	12	Teacher professional development, no students
	26	End of 3 rd marking period
April	2	No School - Good Friday
	5 - 9	No School - Spring Break
	30	Option Day #2
May	31	No School - Memorial Day
June	4	Last Student Day
	6	Graduation

2 Built in Option Days

165 Student Days

171 Teacher Days

1st semester September 9 - January 22

86 Days

573.33 Hours

2nd semester January 25 - June 4

79 Days

526.67 Hours

165 Total Days

1100 Total Hours

APPENDIX F

Waldron Area Schools – Evaluation of Teaching Personnel

Name: _____ Grade/Subject: _____ School Year: _____ Date of Previous Evaluation: _____

PURPOSE OF EVALUATION
The purpose of a system for the evaluation of teaching personnel in Waldron is: * to assure competent classroom instruction * to assure accomplishment of the District's goals and objectives * to identify staff needs regarding personal/professional growth

RATING SCALE
it is recommended that a narrative be used for a general appraisal of performance. A narrative is mandatory for a rating of 1, 2, or 3. All supporting documentation must have the teacher's signature and be stapled to this folder. Rating of 1 -- Good competent performance, meets expectations. Rating of 2 -- Needs improvement to meet expectations. Rating of 3 -- Needs much improvement to meet expectations.

RESPONSIBILITIES	
Principal's/Supervisor's Responsibility	Teacher's Responsibility
by Oct. 15 -- discuss evaluation process with staff -- meet and conference with individuals to be evaluated and discuss plans for classroom observations	
by May 1 -- observe classroom instruction -- conduct observation conferences -- collect and prepare material for evaluations	by May 1 -- prepare and teach an instructional lesson. -- participate in a conference
by June 1 -- conduct evaluation conferences -- complete evaluation forms	by June 1 -- participate in a conference

AREAS TO BE EVALUATED	RATING		
	1	2	3
Instructional SKILLS The teacher: formulates lesson objective(s) based upon approved outcome statements. determines objective(s) at the correct level of difficulty. monitors the students' learning and adjusts teaching as necessary. teaches to an objective with all questions, information, teacher responses and activities matching the objective. provides the following -- lesson introduction models for examples checks for understanding			

APPENDIX F

AREAS TO BE EVALUATED – cont.		RATING		
		1	2	3
Instructional Skills				
	directed and independent practice			
	strategies which actively involve students in the learning			
	opportunities for students to extend their thinking			
	appropriate reinforcement of learning and behaviors			
	strategies which motivate students			
	strategies which ensure that important learnings are retained			

CLASSROOM MANAGEMENT		RATING		
		1	2	3
Behavior:	The teacher instructs students in the expected behaviors as defined in the student Code of Conduct and other behavior deemed appropriate.			
	There is evidence that expectations are being monitored and necessary controls are established.			
	There is evidence that expectations are being practiced by students.			
Environment:	Teacher controls the physical aspects of the room to insure a safe, healthy, attractive learning environment (heat, light, ventilation, furniture, etc.)			
Time:	The teacher allocates appropriate amounts of time to accomplish the desired outcome for each subject or course.			
	Transactions between learning activities or subject areas are accomplished with minimum of loss of time on learning tasks.			

PLANNING AND PREPARATION		RATING		
		1	2	3
Long-term Planning	Teacher determines the goals or objectives for the school year based upon knowledge of the overall program, including prerequisites and future skills to be taught			
Short-term Planning	Daily lesson objectives are sequenced to accomplish the long-term goals and objectives.			
	Materials are selected to match those objectives.			
	Materials are prepared in advance of instructional time.			
	The student's progress is evaluated frequently to determine the next instructional objective.			

APPENDIX F

CONTENT KNOWLEDGE	RATING		
	1	2	3
The teacher has content knowledge to effectively teach established outcomes for each area of his/her teaching assignment.			

HUMAN RELATIONS	RATING		
	1	2	3
<i>With Students:</i>			
Shows respect for students.			
Encourages honesty and fairness.			
Offers guidance to students to encourage independence in self-evaluation with regard to assuming responsibility.			
Treats students fairly and with dignity.			
Listens to students.			
<i>With Staff:</i>			
Cooperates and compromises when necessary to work with other staff for the common goals of the school.			
Is helpful to others.			
Is loyal and supportive to other staff, both in and out of school.			

HUMAN RELATIONS - cont.	RATING		
	1	2	3
<i>With Parents & Community</i>			
Keeps parents informed of desirable progress as well as undesirable.			
Listens to parent's concerns without defensiveness.			
Takes part in the school extracurricular activities.			
Capitalizes on opportunities to positively enhance the image of the school and the district.			

UNDERSTANDING OF CHILD GROWTH AND DEVELOPMENT	RATING		
	1	2	3
Sets expectations at appropriate levels reflecting knowledge of the students' social, emotional and physical stages of growth and development.			

APPENDIX F

USE OF MATERIALS		RATING		
		1	2	3
The Teacher:	Selectively uses audio-visual media, matching it to instructional objectives.			
	Stays aware of new materials and advances in instructional technology.			
	Incorporates a variety of materials to accommodate various learning styles and needs of individual students.			
	Develops and/or modifies materials to fit objectives and accommodate the individual student needs.			

NARRATIVE SECTION - AREAS TO BE EVALUATED

INSTRUCTIONAL SKILLS	Average rating from the previous section		
	1	2	3

CLASSROOM MANAGEMENT	Average rating from the previous section		
	1	2	3

PLANNING AND PREPARATION	Average rating from the previous section		
	1	2	3

CONTENT KNOWLEDGE	Average rating from the previous section		
	1	2	3

APPENDIX F

NARRATIVE SECTION - AREAS TO BE EVALUATED - CONT.

HUMAN RELATIONS	Average rating from the previous section	1	2	3

UNDERSTANDING OF CHILD GROWTH AND DEVELOPMENT	Average rating from the previous section	1	2	3

USE OF MATERIALS	Average rating from the previous section	1	2	3

SUMMARY	Average rating from the previous section	1	2	3

Teacher: _____ Date: _____

Your signature does not necessarily signify your agreement with the evaluation; it simply means the evaluation has been discussed with you. You have the prerogative of attaching a statement, if desired.

Administrator: _____ Date: _____

APPENDIX F

HEAD COACH EVALUATION FORM

Coach: _____ Date: _____

Sport: _____ Level: _____

S = Currently meeting the needs of the position	NI = Needs Improvement	NA = Not Applicable
---	------------------------	---------------------

		ADMINISTRATION		
		S	NI	NA
A. ADMINISTRATION				
1. Care of equipment, (issue, inventory, etc.)				
2. Practice organization (practice plan)				
3. Communication with other coaches				
4. Adherence to school policies, reports, rosters, eligibility, etc.				
5. Supervision (practice, post practice, summer)				
6. Attendance at staff meetings				
B. SKILLS				
1. Knowledge and presentation of fundamentals				
2. Team conditioning				
3. Game preparation				
4. Prevention and care of injuries				
C. RELATIONSHIPS				
1. Enthusiasm		S	NI	NA
a. working with students				
b. working with the coaching staff				
c. working with the academic staff				
d. working for the sport				
2. Discipline				
a. firm but fair				
b. consistent				
3. Communication with players				
a. individual				
b. team				
4. Respect-sets the proper example				
a. team				
b. fans				
c. during practice, contests, and community				
d. loyal				
D. PERFORMANCE				
1. Appearance and execution of the team				
2. Attitude of the team				
3. Conduct of the team				
4. Appropriate dress (games and practice)				
E. SELF-IMPROVEMENT				
1. Attends clinics and workshops to improve				

Comments, if any, will appear on the reverse side of this paper.

_____ **WILL** **WILL NOT** (CIRCLE ONE) BE RECOMMENDED FOR THE ABOVE COACHING ASSIGNMENT FOR THE NEXT SCHOOL YEAR.

HEAD COACH'S SIGNATURE: _____ DATE: _____

ATHLETIC DIRECTOR'S SIGNATURE: _____ DATE: _____

APPENDIX F

ASSISTANT COACH EVALUATION FORM

Coach: _____ Date: _____

Sport: _____ Level: _____

S = Currently meeting the needs of the position	NI = Needs Improvement	NA = Not Applicable
---	------------------------	---------------------

	HEAD COACH			ADMINISTRATION		
	S	NI	NA	S	NI	NA
A. ADMINISTRATION						
1. Care of equipment, (issue, inventory, etc.)						
2. Practice organization (practice plan)						
3. Communication with other coaches						
4. Adherence to school policies, reports, rosters, eligibility, etc.						
5. Supervision (practice, post practice, summer)						
6. Attendance at staff meetings						
B. SKILLS						
1. Knowledge and presentation of fundamentals						
2. Team conditioning						
3. Game preparation						
4. Prevention and care of injuries						
C. RELATIONSHIPS						
1. Enthusiasm	S	NI	NA	S	NI	NA
a. working with students						
b. working with the coaching staff						
c. working with the academic staff						
d. working for the sport						
2. Discipline						
a. firm but fair						
b. consistent						
3. Communication with players						
a. individual						
b. team						
4. Respect-sets the proper example						
a. team						
b. fans						
c. during practice, contests, and community						
d. loyal						
D. PERFORMANCE						
1. Appearance and execution of the team						
2. Attitude of the team						
3. Conduct of the team						
4. Appropriate dress (games and practice)						
E. SELF-IMPROVEMENT						
1. Attends clinics and workshops to improve						

Comments, if any, will appear on the reverse side of this paper.

_____ **WILL** **WILL NOT** (CIRCLE ONE) BE RECOMMENDED FOR THE ABOVE COACHING ASSIGNMENT FOR THE NEXT SCHOOL YEAR.

COACH'S SIGNATURE _____ DATE: _____

HEAD COACH'S SIGNATURE: _____ DATE: _____

ATHLETIC DIRECTOR'S SIGNATURE: _____ DATE: _____

APPENDIX G

CONTRIBUTION TO SICK LEAVE BANK

I wish to participate in the voluntary Sick Leave Bank.

Full Name: _____ Home Phone: _____

Home Address: _____ Zip Code: _____

I hereby voluntarily contribute _____ sick leave days to the Sick Leave 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 SICK LEAVE BANK.

Signature: _____ Date: _____

.....

FROM THE PAYROLL DEPARTMENT:

_____ has been charged with _____ sick leave days.
These days have been transferred to the Sick Leave Bank.

WALDRON AREA SCHOOLS

Authorized Signature: _____ Date: _____

APPENDIX H

WALDRON SENIORITY LIST

	<u>DATE OF HIRE</u>	
Spangler, JoAnn	7/1/1972	Tenure
Porter, Debra	8/18/1976	Tenure
Daglow, Joyce	8/18/1978	Tenure
Kintner, George	9/12/1985	Tenure
Merillat, Peggy	1/20/1986	Tenure
Fidler, Kellie	8/22/1989	Tenure
Clark, Robin	8/1/1991	Tenure
Howard, Susan	8/1/1991	Tenure
Father, Margo	8/18/1995	Tenure
Price, Tammy	8/17/1998	Tenure
Shaw, M. Beth	1/15/1999	Tenure
Sullivan, Rebecca	8/17/2000	Tenure
Lockwood, Kathy	8/21/2000	Tenure
Brackelman, Kirk	6/6/2001	Tenure
Hoffman, Glenn	8/6/2001	Tenure
Oram, Mary	1/13/2002	Tenure
Merfeld, Kathy	8/19/2002	Tenure
Robinson, Wendy	8/19/2002	Tenure
Hukill, Heather	7/12/2004	Tenure
Webb, Michelle	7/12/2004	Tenure
Sweebe, Kim	8/12/2005	
Anagnostu, Tish	8/14/2005	Tenure
Clark, Michelle	9/16/2005	
Langston, Jennifer	8/14/2006	
Wilcox, Stacy	9/26/2007	
Mills, Kevin	8/26/2008	

