

MASTER AGREEMENT

BETWEEN THE

*WAKEFIELD-MARENISCO
EDUCATION ASSOCIATION*

AND THE

*WAKEFIELD-MARENISCO
SCHOOL DISTRICT
BOARD OF EDUCATION*

2024-2027

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MASTER AGREEMENT

This agreement entered into as of this 1st day of July 2024 by and between the Board of Education of the Wakefield-Marenisco School District, Wakefield, Michigan, hereinafter called the "Board," and the Wakefield-Marenisco Education Association, hereinafter called the "Association."

PREAMBLE

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements concerning rates of pay, wages, hours of employment and conditions of employment of such employees; and

WHEREAS, the parties following extended and deliberate professional negotiations have certain understandings which they wish to incorporate into a written collective negotiations agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Wakefield-Marenisco Education Association (WMEA) as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours and conditions of employment for the bargaining unit of all certificated professional teaching personnel under contract, and specifically including all classroom teachers, guidance counselors, librarians, special education teachers, speech, hearing and orthopedic teachers or therapists, but excluding per diem substitutes, administrators, supervisors, coordinators, executive personnel, maintenance and plant personnel and office workers. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers. It is further recognized that articles in this agreement specifically concerned with certificated personnel are not applicable to other professional personnel.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE 2

DEFINITIONS

- 2.1 Whenever used herein, unless the contract clearly states a different usage, the following words or phrases shall have the following interpretations:
- 2.2 The word "Board" shall mean the duly elected, qualified and acting members of the Board of Education of the Wakefield-Marenisco School District.
- 2.3 The word "teacher" shall mean any or all certificated and qualified personnel hired, and personnel hired under a special permit, as defined in Michigan's Teacher Tenure Act and/or in accordance with Michigan School Laws.
- 2.4 The word "superintendent" shall mean the duly qualified or acting superintendent of the school district as appointed by the Board. In absence of a principal, the superintendent shall assume recognition as the principal.
- 2.5 "Principal" shall mean the person designated as the principal of any school building or buildings.
- 2.6 "Supervisor" shall mean any person who observes and evaluates the work performance of teachers. and shall include principals. superintendent, and any other staff member whose reports become a part of each teacher's individual record or are used for tenure purposes.
- 2.7 The "Association" shall be the Wakefield-Marenisco Education Association.
- 2.8 References to the masculine shall include the feminine and the feminine shall include the masculine.
- 2.9 The term "certificated" shall be as defined by the State Board of Education.
- 2.10 *Qualified* shall be defined as having the proper certification and, where necessary, being *highly qualified* as defined in the Elementary and Secondary Education Act (ESEA).

ARTICLE 3

BOARD RIGHTS

- 3.1 The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto the Board, all powers, rights and authority conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States unless otherwise limited by the specific terms of this Agreement. Said rights shall include, but not be limited to, the right to:
- a. Manage and control the school's business, the equipment, the operations and affairs of the employer.
 - b. Subject to and limited by the express and specific provisions of the Master Agreement; to manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, subcontract for non-bargaining unit work; determine the size of the work force and to lay off employees in conformance with this Agreement.
 - c. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - d. Adopt reasonable rules, regulations and educational policies.
 - e. Determine the qualifications of employees and conditions of employment in compliance with applicable State and Federal law.
 - f. Determine the number and location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - g. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - i. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the agreement.
 - j. Determine the policy affecting the selection and/or training of employees, providing such selection shall be based upon lawful criteria.

- 3.2 The parties to this agreement understand that the Board has the right to act without prior negotiation on matters not expressly limited by the provisions of this agreement; excepting said Board Rights shall not apply where teachers have protected rights provided for under PERA and/or the laws and Constitution of the State of Michigan and the United States. It is further understood that legal rights that do not affect the rights of teachers shall be deemed inherent rights of the Board.

ARTICLE 4

MAINTENANCE OF STANDARDS

- 4.1 Effective with the ratification of this Agreement by the parties, any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- 4.2 Subject to the requirements of the PERA and effective with the ratification of this Agreement by the parties, no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the conditions in effect for such employee at the time this Agreement is executed, unless modified by the mutual negotiation of this Agreement.
- 4.3 Subject to and conditioned on the requirements of PERA, the duties of any union member or the responsibility of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement without the Association's full knowledge and consent. Transfer shall not apply to any shared staffing situations like those addressed in Article 12, Section 12.5.

ARTICLE 5

MEMBERSHIP AND PAYROLL DEDUCTIONS

5.1 Objections Policy

An employee shall not be required as a condition of obtaining or continuing employment to do any of the following:

- a. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- b. Become or remain a member in the WMEA.
- c. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to the WMEA, MEA, or NEA.
- d. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, or assessments. Or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

5.2 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, or charitable donations.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 A grievance is defined as a claim by a teacher, group of teachers or the Association that there has been a violation or misinterpretation or misapplication of the express terms of this agreement or any rule, regulation, policy, or order of the Board, pertaining to the teacher's employment rights.
- 6.2 Written grievances as required herein shall contain the following:
- a. It shall be signed by the grievant.
 - b. It shall be specific and factual.
 - c. It shall contain a brief summary of the pertinent facts upon which the grievance is alleged.
 - d. It shall cite the section or subsection of this agreement alleged to have been violated.
- 6.3 The term "days" as used herein shall mean scheduled workdays. A workday shall be defined as a day in which school is in session, excepting the summer break when workdays will include any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Board or its representatives shall automatically be advanced to the next level. Any grievance not pursued or appealed by the Association or bargaining unit members within the time limits hereinafter specified shall be deemed settled on the basis of the Board's last response.

Level One

- 6.4 A bargaining unit member desiring to process a grievance, as defined above, shall within twenty (20) days of its alleged occurrence orally discuss the grievance with the administrator or designee in an attempt to resolve the same. The administrator or designee shall be advised in the oral discussion that the events being discussed are being presented as the basis for the grievance and the terms upon which the grievance is based. If no resolution is obtained within five (5) days of the oral discussion, and if the employee, employees or the Association, desires to pursue the matter further, he/she/they shall reduce the grievance to writing and proceed within five (5) days of the said discussion to Level Two.

Level Two

- 6.5 A written grievance shall be filed with the Superintendent or his/her designee by the grievant. The Superintendent or designee shall, within ten (10) days of the filing of the grievance, arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the Association. The Superintendent or designee shall have ten (10) days following this discussion within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Association.

Level Three

- 6.6 If the decision rendered by the Superintendent or designee is unsatisfactory to the grievant and the Association, the Association may appeal the grievance to the Board of Education by filing a notice of appeal along with the decision of the Superintendent or his/her designee to the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition.

Upon receipt of the written grievance, the Board of Education shall schedule a hearing on the grievance to occur at or before the Board's next regularly scheduled meeting, scheduled for at least ten (10) days after receipt of the grievance. The Board shall make a written disposition of the grievance no later than fifteen (15) days from the time of the hearing of the grievance. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than fifteen (15) days after the initial Board hearing, except with the express written consent of the Association.

Level Four

- 6.7 Only the Association shall have the right to process or appeal a grievance at Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American Arbitration Association by notifying the district of its intent to pursue the matter to arbitration. A demand for arbitration requesting the appointment of an arbitrator to hear the grievance shall also be filed. A copy of the demand for arbitration will be served on the Board of Education.
- 6.8 The powers of the arbitrator shall be limited to determining whether the express terms of the Agreement or rule, order, policy or regulation of the Board has been violated, misinterpreted or misapplied. The powers of the arbitrator are subject to the following limitations:
- a. The arbitrator shall have no power to add to, subtract from, disregard or modify any of the terms of this agreement.
 - b. The arbitrator shall have no power to establish salary schedules.
 - c. The arbitrator shall have no power to change any practice, policy, rule, regulation or order of the Board. His/her power shall be limited to deciding whether the express articles or sections of this agreement or any practice, policy, rule, regulation or order of the Board have been misinterpreted, misapplied or violated. He/she shall not imply obligations and conditions not set forth in this agreement.
 - d. The content of an evaluation or Individualized Development Plan shall be grievable but, if grieved, the burden of proof shall rest with the Association and the decision of the arbitrator shall be final and binding.
 - e. If an issue has another remedial procedure established by law or by government regulation, the Union shall be limited to pursuing said matter in only one forum.

- 6.9 The Board shall not be required to pay back wages more than ninety (90) days prior to the date the written grievance is filed.
- a. 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 a period of back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
- 6.10 The cost of the arbitrator shall be paid by the party who does not prevail. Each party shall assume its own cost for representation. In cases where the arbitrator renders a split decision, the cost of the arbitrator shall be shared equally by the parties.
- 6.11 Unless mutually agreed to by the parties; the preparation, filing, presentation or consideration of grievances shall not be conducted during those times when students are present in a teacher's regularly scheduled class.
- 6.12 Notwithstanding the expiration of this Agreement, any claim or grievance filed during the term of this contract may be processed through the grievance procedure until resolution. Grievances filed after the expiration of this agreement may, at the Association's option, be processed through the Board level.
- 6.13 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 7

TEACHER/ASSOCIATION RIGHTS

Teacher Rights

- 7.1 The rights contained herein for the Association and each individual teacher shall be in addition to and shall include all of the rights, privileges and immunities granted to it or him/her under the laws of Michigan and the Constitution of the United States.
- 7.2 Each teacher has a right to conduct his/her personal life within the rights guaranteed to him/her by constitution and law. Such personal life of the teacher shall not fall within the scope or concern of the Board.
- 7.3 The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by the laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- 7.4 The employer shall maintain a personnel file for each teacher in the District office. No material originating after original employment shall be placed in the employee's personnel file unless the teacher has had an opportunity to review the material. Teachers will be required to sign any material of a disciplinary nature or involving complaints against the teacher that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature. Teachers shall have the right to review the contents of their personnel file upon request. This review will take place within a reasonable time, (not more than 24 hours), after the request, and will be conducted in the presence of an administrator or his/her designated representative. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. A teacher who sincerely believes material placed in his/her file is not correct or is in error, may seek adjustment provided good cause is demonstrated. With good cause shown or demonstrated, the teacher may have the material corrected or if completely incorrect, removed from the file. Any and all materials from the previous Wakefield School District and the previous Marenisco School District may be removed from the files.

- 7.5 Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Material placed in the file, including evaluations, shall not be released to any person without written permission from the employee or valid court order, excepting that materials requested subject to Michigan's Freedom of Information Act shall be released in accordance with the following:

1. The District shall immediately notify the teacher who is subject to the request and provide the teacher with a copy of the request.
2. The District shall allow the teacher the right to review the requested material before release.

An employee may or may not, at his/her option, attach a written response to be attached to any material placed in the file. If an employee is requested to sign any material placed in the file, such signature shall be interpreted to mean only that the employee knows of its presence.

- 7.6 All bargaining unit employees shall be treated fairly and equitably.

Association Rights

- 7.7 The Association or any committees thereof shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the main office. Bulletin boards and mailboxes shall be made available to the Association for the purpose of distributing materials related to the official business of the Association, such as notices of meetings and social events, announcements of the results of Association meetings or elections, and the like, and shall be signed by an officer of the Association. Other media of communication shall be made available at cost, but at no inconvenience to the proper operation of the school. The Association agrees that no member or members shall engage in organization activities during school hours without permission.
- 7.8 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided this will not interfere with or interrupt normal school operations. The representative shall inform the administration of his/her presence in the building.
- 7.9 The Board agrees to furnish to the Association upon request, information concerning financial resources of the District, including annual financial reports, audits, employee directory, budgets, minutes of Board meetings, Board agendas, salaries paid to Association members and other documentation that is readily available and will assist the Association in developing accurate and informed plans for teachers including information that may be necessary for the Association to process any grievance which

may arise.

- 7.10 The Association's Executive Board may request in writing to have matters of concern placed on the Board agenda by submitting them to the superintendent five (5) days prior to the Board meeting. The Board shall not unreasonably deny any such request.
- 7.11 A teacher engaged during the school day in negotiating on behalf of the Association, participating in any grievance procedure or arbitration, shall be released from his/her regular duties without loss of salary.
- 7.12 Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
1. First, middle and last name.
 2. Start date of employment in current bargaining unit.
 3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
 4. Building(s) and room number(s) assigned.
 5. Employee identification number (if applicable).
 6. State Personal Identification Code (PIC) if applicable.
 7. Name of position.
 8. Work email address and personal email address.
 9. Home mailing address.
 10. Home and cell phone number.

The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

Designated Association representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than five (5) days shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

ARTICLE 8

TEACHER DISCIPLINE

- 8.1 In the event a teacher is to be disciplined, no disciplinary action will be taken until such time as:
- a. The teacher has been notified of the possibility that disciplinary action may ensue.
 - b. If requested, the teacher has an association representative present at any such meeting.
- 8.2 A teacher shall be entitled to have present a representative of the Association for any disciplinary action. No longer than five (5) school days may elapse before disciplinary action is taken after a teacher has received notice of disciplinary action and has requested an association representative.
- 8.3 All criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.
- 8.4 Just Cause: No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

- 8.5 Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
1. Oral warning, then
 2. Written warning, then
 3. Written reprimand, then
 4. One-day suspension without pay, then
 5. Three days suspension without pay, then
 6. Further suspensions without pay, then

7. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

- 8.6 Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed longer than indicated in Article 8, subsection 2. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

ARTICLE 9

LEAVES OF ABSENCE

- 9.1 Paid Sick Leave: Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications: Paid sick leave will be earned by full-time employees at the rate of ten (10) days per year. Part-time employees shall receive a prorated sick leave accrual based upon the ratio of their regularly scheduled hours to that of a full-time employee. New employees hired during a school year will receive prorated sick leave based upon the ratio of their days of employment to the number of days in a full school year. Paid sick leave will be credited to the use of employees on the first scheduled day of work each school year.
- 9.2 Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury or other disability. Disability associated with pregnancy shall be treated as any other disability. While employees may occasionally need to utilize paid sick leave for routine health examinations or dental appointments, every effort will be made to schedule such examinations or appointments during vacation periods or following the close of the school day. Employees may also use accrued paid leave each school year for the following purposes:
- a. Illness of immediate family. (Interpretation of immediate family includes father, mother, sister, brother, spouse, son, daughter or parent-in-law of employee.) Within the discretion of the superintendent in special cases, other persons may be included with the immediate family.
 - b. Time necessary when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- 9.3 If the employer has reason to believe that an employee is abusing paid sick leave or the employee is on sick leave for more than three (3) consecutive sick leave days, the employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.
- 9.4 Unused paid sick leave days may accumulate to a maximum of one hundred eighty (180) days. Upon death or retirement, employees shall be paid the sum of \$70 per day of unused sick leave to a maximum of \$12,600.
- 9.5 A teacher absent from work because of lice shall suffer no loss of compensation and shall not be charged with sick leave. The administration may request a doctor's slip verifying the illness.

9.6 Disability Leave: After the exhaustion of paid sick leave, a disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work-related injury, illness, or other disability. The Employer may require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be without pay or benefits. The disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at reasonable times proof of a continuing disability. In situations where the employee's condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense. Employees are required to provide notice of intent to utilize disability leave at such time as their physician verifies the need for the leave. In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

9.7 Worker's Compensation Leave: A leave of absence for up to the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work-related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer. At the completion of the initial period of the leave, the Employer shall grant an extension of the leave if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave, provided, however that an employee may not be on a worker's compensation leave for a period longer than twenty-four (24) consecutive months. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may require at reasonable times proof of a continuing inability to perform work for the Employer.

Employees who incur a work-related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, charged to the employee's sick leave account on a prorata basis to maintain the difference between the employee's net take home pay based on their regular salary and the worker's compensation benefits received. The receipt of this prorata sick leave does not convert the leave to a paid leave of absence that would entitle the employee to continue to receive paid insurance benefits, but the employer agrees to the health

insurance coverage as specified in this agreement for a period of six (6) consecutive months after the commencement of the worker's compensation leave.

- 9.8 **Military Training or Emergency Duty Leave:** Employees required to perform active duty in any reserve component of the Armed Forces of the United States, or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer.

Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

- 9.9 **Funeral Leave:** An employee shall be granted up to three (3) consecutive days leave with pay when a death occurs in the employee's immediate family. "Immediate family" shall mean the father, mother, sister, brother, spouse, son, daughter, grandparents, or parent-in-law of the employee. An employee shall be granted one (1) day of leave with pay when a death occurs to a relative of the employee outside the employee's immediate family (including in-laws), or if the employee is asked to be a pallbearer. An employee shall notify their immediate supervisor of the actual dates of the leave. An additional two (2) days shall be allowed for travel outside a 250 mile radius, and said days shall be deducted from accumulated sick leave.
- 9.10 **Jury Duty Leave:** A leave of absence shall be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowances) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service.
- 9.11 **Visitation Leave:** At the superintendent's discretion, one (1) visiting day per school year for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which would result in benefits to the Wakefield-Marenisco program. An approved visiting day shall count as a teaching day.
- 9.12 **Public Service Leave:** A teacher may, at the discretion of the Superintendent, be granted two (2) days without loss of pay for services to the public.

- 9.13 Association Leave: A total of three (3) professional leave days shall be approved by the Superintendent upon request of the President of the Wakefield-Marenisco MEA Chapter to be used by officers for the purpose of attending the MEA Representative Assembly or other Association meetings. Officers of MEA released from regular duties for this purpose will receive pay from the school district for those days for which leave is granted, provided the Association assumes the cost of substitutes.
- 9.14 Educational Sabbatical Leave: Pursuant to Section 12352 of the Revised School Code of MCI 380.1235, teachers who have been employed for seven (7) years may be granted (upon petition) an educational sabbatical leave for one (1) year. Educational sabbatical leave shall be determined by seniority in profession and date of application. No more than two (2) teachers shall leave at one time.
- 9.15 Four (4) days personal leave per year shall be granted for personal business. Unused days may accumulate to a maximum of five (5) days to be carried over at the end of the year. Maximum days that can be held in a school year is nine (9). Except in the case of an emergency, personal leave days may not be used during the first or last five (5) days of the school year or on in-service days scheduled as part of the annual calendar. Notice of intent to use a personal business leave must be submitted at least 24 hours in advance (except in the event of an emergency when a shorter notice is acceptable).
- a. For the 2021-2022 school year, employees that have an excess of five (5) accumulated days on April 30, 2022 will forfeit those hours.
 - b. In the event of the school being unable to obtain substitute coverage personal leave may be rescinded by Administration to prevent school coverage issues. If the request has been submitted and approved seven (7) working days prior, the teacher will retain their day and be paid a \$100 dollar stipend. If the request has not been submitted seven (7) working days prior the employee receives their day only.
- 9.16 Unpaid Personal Leave of Absence: The Employer may in its discretion grant an employee an unpaid personal leave of absence in instances where no other leave section is applicable. Requests for an unpaid personal leave of absence shall be submitted in writing to the employee's immediate supervisor at least seven (7) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to twelve (12) months. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary and benefits.

- 9.17 Return to Work after Leave of Absence: Employees returning from leaves of absence will be reinstated to the same position the employee held when the leave commenced, or in the event that the position has been eliminated to an equivalent position for which the employee is qualified. If no position is available, the employee will be considered to have been laid off.
- 9.18 Child Care Leave: Employees will be provided two (2) weeks of District provided paid maternity/paternity leave, for the birth or adoption of a child(ren). This leave shall not be charged against the employee's accumulated sick or personal leaves. Following use of the district provided leave, the employee may utilize accumulated paid leave (e.g. sick leave, personal leave, etc.), short-term disability if purchased, or upon request, an unpaid leave of absence will be granted to a teacher for childcare purposes after the birth of the teacher's child for a period of one year. The Board in its discretion may grant an extension of the leave. The commencement date and return date shall be specified in the grant of the leave of absence. All such unpaid leaves shall be without salary and benefits, except as required by the Family Medical Leave Act or other applicable laws.
- 9.19 Annual leave balances shall be printed on the employee's pay stub.
- 9.20 The Wakefield-Marenisco School District understands the positive impact community involvement from its staff can have on the district. Periodically, the opportunity for staff members to perform in events at either the state or national level arise. At the discretion of the superintendent, up to (5) paid days off may be granted for the staff member to participate in the state or national event. In exchange for the paid days off, the participating staff member must create a news release, to be given to the superintendent, explaining the event and how the staff member was involved.

ARTICLE 10

WORK YEAR, WORK HOURS, AND WORK DAY

- 10.1 The parties recognize that the employees in this contract are professional people, educated and dedicated to the purpose of supplying supervision and possessing mental qualifications necessary for the education of the pupils attending the school and that such employment cannot be encompassed within any regimented schedule of hours or workday. The Board will schedule the professional activities for its teachers and the work which they are expected to do, within the normal school day.
- 10.2 Work Year: Subject to the Board's right to schedule the first day of school, the parties agree the work year shall consist of a one hundred eighty (180) day calendar to be mutually negotiated by the parties. The school year calendar shall be attached to this agreement as Schedule C. Should the State of Michigan increase the number of required days so that they require more than 180, subsequent calendars shall reflect the new requirement.
- 10.3 Prior to the adoption by the Board of the annual school calendar, representative(s) of the Board and the Association shall meet each school year to establish the new school calendar by May 15 of that year. If no agreement on the calendar is reached by this date, the parties agree to place this item as the first issue to be negotiated. Duty days are defined as those days when pupils are in attendance, orientation days, institute days authorized by the Department of Education, conference and curriculum days and record days which may occur at mid-year and the close of the school year.
- 10.4 Act of God Days: There shall be no make-up of Act of God days unless mandated to meet the State's hours of instruction requirements.
- 10.5 Work Hours: Teachers shall report to school by 7:45 a.m. and shall remain in school until 3:20 p.m.
- 10.6 When necessary, the length of each school day and/or the length of the school year shall be increased to allow the district to remain in compliance with state mandated requirements (only the minimum amount of time shall be added).
- 10.7 All teachers shall be provided a duty-free lunch period of not less than thirty-four (34) minutes.
- 10.8 Elementary and special teachers shall be guaranteed daily duty-free preparation equal to the time provided for teachers in grades 7-12. Special teachers include the following: special education, music, physical education, Title, and art. The counselor shall be provided a minimum of a fifteen (15) minute break during the morning and afternoon each day.
- 10.9 Teachers employed and engaged in instruction in grades 7-12 will have a normal daily teaching load not to exceed six (6) class periods in a seven (7) class period

day. The remaining hours of established schoolwork will be used by such teachers, primarily for preparation and grading.

- 10.10 When the District requires or mandates teachers work beyond the normal school day or scheduled duty day, the additional time (whether days, hours or minutes) shall be compensated at the teacher's per diem hourly rate. The additional compensation shall not apply to parent-teacher conferences or one teacher meeting per month during the school year that is scheduled by the administration.
- 10.11 When a teacher is asked to cover for a teacher during his/her preparation time on a day-to-day basis, said teacher shall be compensated thirty dollars (\$30). Teachers shall also be paid thirty dollars (\$30), prorated to no less than half, for preparation time lost due to school related functions (i.e. parent meetings, IEP meetings, 504 meetings, and exam schedules).
- 10.12 It is recognized and understood by the Board of Education and the Wakefield-Marenisco Education Association that the Master Agreement allows for preparation time for teachers. It is also recognized by both parties that conditions may necessitate that the Board of Education request that a teacher teach an additional class offering at a time designated as preparation time. Employment of staff will only occur under the following conditions and is intended to address a long-term commitment (i.e. a full semester):
 - a. The affected teachers volunteer to do so, without duress;
 - b. Teachers will receive their regular salary plus per diem pay (@ 1/6 his/her daily rate) for each class period taught;
 - c. Any staff asked to teach during their planning period where the assignment is for an entire semester or year must be asked during the spring of the preceding year, except in case of emergency;
 - d. The request is to be made in writing and signed by the teacher, and;
 - e. Selection of teachers will be made on the basis of certification in the subject of need and the basis of seniority.

ARTICLE 11

PROTECTION OF TEACHERS

- 11.1 The Board and the school administrative officers agree that they will give reasonable support and assistance to the teacher in the maintenance of discipline in the classroom, elsewhere in the school buildings, on the school grounds, on school sponsored trips, and otherwise as the teacher is performing his/her assigned and related or unrelated duties. The Board further recognizes that the teacher may not fairly be expected to assume the responsibility for emotionally disturbed students, nor to be charged with responsibility for psychotherapy. It shall be the duty of the teacher(s) concerned to advise the building principal and the superintendent concerning a pupil who seemingly may be having difficulty making educational, social or psychological adjustment(s) to his individual learning situation. Whenever it appears that such a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, either temporarily or permanently as the individual situation may require.
- 11.2 Any case of assault upon a teacher on school property, or by a student anywhere, or by a parent anywhere when related to a school situation, shall be reported promptly by the teacher to the building principal and superintendent. A teacher may use such force as is necessary to protect himself/herself or a student from injury in case of such assault. The Board shall also render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Employer will provide the bargaining unit employee with legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.
- 11.3 If any teacher complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 11.4 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's accumulated leave time.
- 11.5 If loss, damage or destruction of clothing or personal property of a teacher shall result from any of the incidents or conditions described in this article, the Board will assist the teacher in obtaining financial compensation from the parents of the pupil or pupils involved. If financial compensation cannot be obtained, the Employer shall reimburse any bargaining unit employee for damages to clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board within the extent of liability imposed by the Michigan Worker's Compensation Act, and income will be maintained as detailed in Article 9, Leaves of Absence.
- 11.6 Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the

material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

- 11.7 Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed longer than indicated in Article 8, subsection 2. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.
- 11.8 No complaint arising from a teacher's performance of duties as an employee of the Wakefield-Marenisco Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
- a. Within five (5) working days of the alleged incident which leads to the complaint, the complaint shall be reduced to writing, signed by the complainant and submitted to the administration. A copy of the complaint shall be provided to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting, the Board shall immediately stop the complainant to assure the rights of the teacher under Michigan's Open Meeting Act have been protected. The complaint shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
 - b. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher at which the parties (i.e. teacher and complainant) may be brought together.
 - c. The teacher shall have the right to issue a written response to the administration.
 - d. Following an investigation of the complaint, if the administration determines that the

complaint is not valid, a written statement of such finding shall be provided to the teacher signed by the superintendent.

- e. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.
- 11.9 A teacher shall have the option of requiring twenty-four (24) hours notice prior to discussing a complaint against him/her with the employer. It shall be the teacher's prerogative to be accompanied and advised by his/her legal counsel or an Association representative at any such discussion.
- 11.10 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for any damage or loss to person or property except in the case of intentional acts (subject to proof), gross negligence or gross neglect of duty as defined in the Michigan School Code, and after due process of the law.
- 11.11 The school district has heretofore and will continue to carry a public liability insurance policy to protect it and its teaching personnel and employees from liability for any school or school activity connected accident or responsibility.
- 11.12 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in the matter of control and discipline in the classroom. The employees recognize, however, that the primary responsibility for such control and discipline remains with the teachers and that their actions and methods shall be reasonable and just and in accordance with established Board policy. The teacher is expected to maintain reasonable control and discipline, but if an incident is of a nature serious enough, in the opinion of the teacher, to require further study or decision, the teacher shall immediately report the same to his/her administrator or designee. The administrator or designee shall advise the teacher of his/her disposition of such incident and the discipline inflicted, if any.

ARTICLE 12

TEACHING CONDITIONS

- 12.1 Teachers shall not be expected or required to perform duties that fall within the job description and scope of duties performed by support staff members. Such needs shall be reported to the superintendent or his/her designee who will arrange for necessary services to be performed as soon as possible. Teachers will be responsible for the general pick-up of their rooms and the teachers' lounge.
- 12.2 The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the major responsibility of the teacher is to teach the child and that the organization of the school, and the school day should be so directed as to promote maximum achievement of this goal within the realities of practicality.
- a. The Board agrees to make a continuing effort not to exceed a ratio of 20 to 1 for developmental kindergarten, pre-kindergarten, and kindergarten classes or the state recommended standards in pupil-teacher ratios of 25 to 1. In arriving at class size, due consideration will be given to such factors as the availability of qualified teachers and the funds with which to increase the teaching staff, growth in the number of pupils to be served, the limitations of school facilities and space, the desirability of providing specialized instruction through lectures or audio-visual instruction and similar considerations.
 - b. The parties recognize that appropriate equipment and materials are essential tools of the teaching profession. Any teacher or group of teachers having similar assignments, interests or needs (such as a group of teachers who are teaching the same grade or who are members of the same department) will confer with each other and with the appropriate administrative personnel for the purpose of selection and effective use of educational equipment and methods. Such joint decisions will be forwarded to the Board in the form of a recommendation to be implemented.
 - c. The Board agrees in principle that the employment of aides for non- professional duties is desirable and will strive to relieve teachers of cafeteria, patrol, bus, noon hour, and other non-teaching duties when finances and practicality permit. The duty assignment of aides, when available, shall come under the immediate control of the superintendent or his/her designee.
- 12.3 When a teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. No teacher shall be required to administer medication to a student.

- 12.4 Should inclusive education be considered by the District, all teaching conditions shall be bargained prior to implementation.
- 12.5 If the Wakefield-Marenisco School District enters into shared programming with another district, the following agreement shall be adopted:
- a. A shared program, including distance learning, is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district but does not include teachers whose employment involves teaching classes in two (2) or more school districts (i.e. Irv Mattson's former Wakefield/Marenisco status).
 - b. "Host District" will be the school district in which a specific shared program class is being offered.
 - c. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class or who receive a distance learning class originating in another district.
 - d. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.
 - e. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.
 - f. Prerequisites in the host district for student enrollment in class shall also be a prerequisite for students enrolling in the class from the itinerant district.

ARTICLE 13

TEACHER EVALUATIONS

- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 3. clear approaches to measuring student growth with relevant data on student growth.
 4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
 6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: Charlotte Danielson Framework will be used as the evaluation model.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. All evaluations will be conducted by the Superintendent.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 1.b and 1.c above, the observation shall be no less than thirty (30) consecutive minutes.
 - e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

- f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the “Post-observation” feedback form contained in Appendix _____.
 - g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.
 - h. One observation may be an unscheduled walk-through.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article ____ (Grievance procedure Article if it is inclusive of Binding Arbitration and allows the Arbitrator to issue any appropriate remedy.)
The arbitrator must:
 - a. Be selected through the procedures administered by the AAA in accordance with its rules.
 - b. Have the authority to issue any appropriate remedy.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. Tenured Teachers may be released at the discretion of the Superintendent.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix ____.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

- d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
- e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 14

TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

- 14.1 A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days. Any vacancy that occurs after the beginning of the school year shall be considered a Temporary Vacancy and may be filled temporarily for that school year only. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.
- 14.2 If a teacher is employed as a substitute teacher with an assignment to one (1) specific teaching position, then after sixty (60) days of service in that assignment the teacher shall be granted for the duration of that assignment leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district. This section does not apply to a substitute teacher who is contracted or employed by a person or entity that contracts with a school district or intermediate school district pursuant to Section 380.1236a of the School Code.
- 14.3 Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Said positions shall be filled in accordance with the procedure outlined in Section 13.7 below.
- 14.4 Any teacher under contract with the District, having the proper certificate and experience, may apply for such position.
- 14.5 All teachers currently assigned will be notified of their subject, grade and building assignment for the following year prior to being presented with an individual contract or June 1, whichever shall be first, and if subsequent changes become necessary, the teacher concerned shall be notified immediately, and if so desired by the teacher, released from his/her individual contract, providing release is requested within ten (10) days of notification.
- 14.6 Summer Months: During the summer months when regular school is not in session, the Employer will provide via work email to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.
- 14.7 Awarding of Vacancies: Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur

if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.
 - a. Grade level credit for teaching in grades K through 6 shall count towards any "elementary vacancy."
 - b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

2. Applicants awarded the position must have at least seventy-five percent (75%) of their year-end evaluations on their previous ten (10) evaluations (or fewer if a bargaining unit employee working less than ten (10) years in the district) as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal applicant meets this criterion, then this requirement shall not apply, and the most experienced internal applicant shall be awarded the position.
3. In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the employee with the most length of service within the bargaining unit as defined by their Seniority List ranking.

14.8 Transfers: A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) grade level(s) included in an assignment in preK-8, (3) subject area(s) included in an assignment, (4) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (5) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 13.8 pertaining to vacancies. Other transfers will be governed by this Section.

1. Voluntary Transfers: A request for a transfer may be made at any time in writing to the Superintendent's Office with a copy to the Association. The request shall specify the grade and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The

Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

2. Involuntary Transfers: Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

- 14.9 The Board shall post any vacant position covered under the extra duty schedule. Bargaining unit members shall be given equal consideration if qualified to fill the position. Extra Duty positions shall not be considered vacant if filled by an employee who was satisfactory in their prior year extra duty evaluation. Absent an evaluation, the employee shall be considered to have performed satisfactorily.

ARTICLE 15

REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- 15.1 For purposes of this article, seniority shall be defined as the length of continuous teaching service as a member of the bargaining unit in the Wakefield-Marenisco School District, former Wakefield School District, or former Marenisco School District. Continuous service shall not be broken as a result of layoff, but seniority shall not accrue while a bargaining unit member is on layoff.
- A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.
 - B. The seniority list shall be published and emailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.
 - C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.
 - D. All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority and sick leave accumulated as of the effective date of layoff.
 - E. Except in situations under Article 9.16, Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, on unpaid leaves for FMLA qualifying reasons, educational sabbatical (Section 9.14), or for the full duration of a leave of absence due to Military Duty leave. For any other leave protected by law or this contract, seniority shall continue to accrue for the duration of the approved leave.
 - F. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed below under the following Layoff/Reduction in Personnel

and Recall sections.

LAYOFF/REDUCTION IN PERSONNEL:

- 15.2 It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
 2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 14.8, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 14.8) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
- 15.3 The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year.

RECALL:

- 15.4 After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 14.8)
- 15.5 The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address on file in the business office. It shall be the responsibility of the teacher to notify the Board of any change in address.
- 15.6 The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

DEFINITIONS:

- 15.7 Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.

Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

- 15.8 Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined in Article 13, Subsection 7.
- 15.9 A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 13, Section 7 and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.
- 15.10 Teachers who have completed a full year's service to the district and who have received a termination of employment notice at the end of the school year shall, based on their enrollment in and the date they began to receive the benefits program, continue to receive all fringe benefits as specified in the current contract for a full twelve (12) month period. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- 15.11 In the event of layoff, the Board will furnish, upon request of the discharged teacher, a full report of the latter's competence to the end that separated personnel may be assisted in obtaining another teaching position.
- 15.12 When obtaining substitutes, administration or his/her designee will make an effort to provide those teachers who are both on layoff and on the substitute list with as many days as possible. Administration will always attempt to secure substitutes best qualified for the specific assignment.

ARTICLE 16

SCHOOLIMPROVEMENT/ESEA

- 16.1 It is a teacher's responsibility to file all certificates, endorsements, or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive.
- 16.2 All teachers shall provide written notice to the District and Association of any change to his/her certificates, endorsements, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, expirations, revocations, and any limitations thereon.
- 16.3 The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans.
- 16.4 When any school improvement meeting occurs on a scheduled duty day, attendance shall be mandatory unless the teacher has been excused by the administration. School improvement meetings scheduled beyond the regular workday or year shall be voluntary on the part of the teachers.
- 16.5 The Master Agreement may not be modified in whole, or in part, by the SIP Committee, except by mutual, written agreement by the Association and the Board.

ARTICLE 17

STUDENT TEACHERS/MENTOR TEACHERS

- 17.1 Student Teachers: When a student teacher or intern is accepted in this system, conditions and terms under which supervisors will work shall be as follows:
- a. No teacher will be summarily assigned a student teacher or intern without his/her approval.
 - b. Supervisory teachers shall receive the designated stipend from the placing university.
 - c. The Association agrees to accept student teachers and interns as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
- 17.2 Mentor Teachers:
- a. The employer shall be responsible for providing a mentor to all new teachers who are in their first four (4) years of classroom teaching.
 - b. Tenured teachers may volunteer to serve as a mentor, but no teacher will be required to accept assignment by the employer as a mentor to a new teacher.
 - c. Tenured teachers who volunteer to serve as a mentor to a new teacher understand that they are agreeing to a four (4) year commitment.
 - d. When possible, the mentor teacher and the probationary teacher should have a common preparatory program and teach in similar fields.
 - e. Neither the mentor teacher nor the probationary teacher shall be able to participate in any matter in the evaluation of the other.
 - f. Mentor teachers shall receive a stipend of \$150 per year.

ARTICLE 18

INSURANCES

- 18.1 The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed in the following:

For employees electing health insurance:

- Health Per a plan available through the UP APA
- Negotiated Life 1X Salary (Max \$225,000)
- AD&D 1X Salary (Max \$225,000)
- Vision VSP-3 plus
- Delta Dental 100:90/90/90 Annual Max: \$3500;
Lifetime Max Ortho: \$4500

PAK B for employees NOT electing health insurance:

- Negotiated Life 1X Salary (Max \$225,000)
- AD&D 1X Salary (Max \$225,000)
- Vision VSP-3 plus
- Delta Dental 100:90/90/90 Annual Max: \$3500;
Lifetime Max Ortho: \$4500

Long-Term Disability for all employees:

Benefit:	66 2/3% Max \$6,500
Max Monthly Salary:	\$9750
Waiting Period:	90 CDSW
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc. Sec. Offset:	Family
Own-Occupation:	2 years
Pre-Exist Condition:	Waived
COLA:	No
SS Freeze:	Yes

The District shall provide insurance to full-time bargaining unit members, prorated for part-time members, to the limits set forth per PA 152 of 2011.

- 18.2 Any teacher contributions toward the premiums for the coverages specified above shall be deducted directly from the teacher's pay via a pre-tax IRS Section 125 salary reduction plan. Teachers may contribute to their HSA through this same salary

reduction plan. The District will not prefund any deductible amounts to the PAK C HSA.

- 18.3 Employees not electing health insurance coverage shall select MESSA PAK B and shall receive a cash in lieu of insurance option of \$500 per month toward the purchase of MESSA nontaxable fixed and/or variable option program, and/or the nontaxable MEAFS insurance, annuities and/or other programs.
- 18.4 The teacher who works less than a full day, as defined herein, shall receive a prorated amount of the maximum rates applicable to the teacher based upon hours worked.
- 18.5 While Article 18.1 clearly specifies the insurances provided, the intent of this agreement is to allow employees of the School District the opportunity to be provided information on riders available through MESSA concerning drug cards, deductibles and office visit co-pays and to be given a reasonable period of time to coordinate a change between the separate Associations and non-affiliated staff within the School District, given that they are all together in a single PAK.

When insurance renewals are released in October of each year, the Association may request a review of insurance plans offered through MESSA. The Association, at their discretion, may elect to change coverage in time for plans to begin by January 1st of each year. Changes to the offered plans must be made in conjunction with the both the W-MEA and W-MESP units.

Hence If requested by an individual Association, a meeting date will be established with the MESSA representative to allow for a presentation with as many affected employees as can be in attendance. Following that meeting, the individual Associations will meet and decide if they wish to change coverages. The non-affiliated staff will have to coordinate with the decisions from the locals.

Should a change be affected, language in the collective bargaining agreement will be memorialized through a letter of agreement.

- 18.6 During the term of the current Master Agreement should the Michigan Public Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the Association and the District agree to negotiate to consider increased District or employee financial contributions to members' health insurance premiums and other financial contributions allowed under PA 152.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- 19.1 Each school will have designated areas, apart from the students, for use as teachers' lavatory and teachers' lounge.
- 19.2 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 19.3 If any provision of this agreement or the application thereof to any employee or group of employees shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.
- 19.4 Material of a political nature which endorses or opposes a political issue or candidate for public office may not be so distributed or posted.
- 19.5 Any teacher who gives up their lunch period to monitor students shall be given compensatory time at the rate of one day for every ten lunch periods worked. Instructional staff members may earn a total of three (3) comp days per year. Any extra time earned above and beyond the three (3) comp days shall be either paid to the teacher at the rate of \$7.00 per lunch period or, for every ten periods worked, they may receive an additional sick leave day, at the teacher's discretion.
- 19.6 For all SCECH's taken after July 1, 2016, if the SCECH's are pre-approved and equivalent to graduate credit, they will apply for lane movement on the salary schedule (30 SCECH's = 1 graduate credit).
- 19.7 In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.
- 19.8 All employees shall receive free admission to district held sporting events.

ARTICLE 20

DURATION OF AGREEMENT

- 20.1 This Agreement shall be effective July 1, 2024 and shall continue in full force through June 30, 2027.
- 20.2 Contract provisions concerning items of mutual concern may, by mutual consent of the parties, be reopened for renegotiation at any time during the term of this contract.
- 20.3 It is the intent of the parties to bind the Association and all local officers and representatives of the Association, all teachers as defined herein, the Board, its officers and representatives, to observe and adhere to the terms of this Agreement.
- 20.4 If any provision of this Agreement or the application thereof shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed the ____ day of _____, 2024.

WAKEFIELD-MARENISCO
EDUCATION ASSOCIATION

WAKEFIELD-MARENISCO
SCHOOL DISTRICT
BOARD OF EDUCATION

President

President

Secretary

Secretary

Superintendent

SCHEDULE A
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION
Salary Schedule for the 2024-2025 School Year
(Reflects 3% raise over the 2023-2024 School Year)

STEP	BA	BA+24	MA	MA+20
0	39,922	41,438	42,676	43,912
1	43,256	44,880	46,117	47,353
2	45,248	46,926	48,163	49,399
3	47,241	48,970	50,207	51,444
4	49,236	51,016	52,252	53,489
5	51,228	53,061	54,297	55,536
6	53,220	55,108	56,344	57,580
7	55,214	57,155	58,390	59,626
8	57,207	59,198	60,434	61,670
9	59,201	61,244	62,480	63,718
10	61,194	63,288	64,525	65,762
11	63,187	65,335	66,571	67,807
12	65,490	67,685	68,923	70,161
16	66,501	68,713	69,951	71,188
20	67,513	69,742	70,979	72,216
24	68,526	70,771	72,007	73,244
27	69,538	71,799	73,034	74,273

Where applicable, teachers shall move one (1) step on the salary schedule each year.)

A.1 Teachers shall receive his/her payroll check through direct deposit.

SCHEDULE A
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION
Salary Schedule for the 2025-2026 School Year
(Reflects 3% raise over the 2024-2025 School Year)

STEP	BA	BA+24	MA	MA+20
0	41,119	42,681	43,956	45,229
1	44,554	46,227	47,501	48,774
2	46,605	48,334	49,608	50,881
3	48,658	50,439	51,714	52,988
4	50,713	52,546	53,819	55,094
5	52,765	54,653	55,926	57,202
6	54,817	56,761	58,034	59,307
7	56,871	58,869	60,141	61,414
8	58,923	60,974	62,247	63,520
9	60,977	63,081	64,354	65,629
10	63,030	65,187	66,461	67,735
11	65,083	67,295	68,568	69,841
12	67,455	69,716	70,991	72,265
16	68,496	70,775	72,050	73,324
20	69,539	71,835	73,109	74,383
24	70,582	72,894	74,168	75,442
27	71,625	73,953	75,225	76,501

Where applicable, teachers shall move one (1) step on the salary schedule each year.)

A.1 Teachers shall receive his/her payroll check through direct deposit.

SCHEDULE A
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION
Salary Schedule for the 2026-2027 School Year
(Reflects 3% raise over the 2025-2026 School Year)

STEP	BA	BA+24	MA	MA+20
0	42,353	43,961	45,275	46,586
1	45,890	47,613	48,926	50,237
2	48,003	49,784	51,096	52,407
3	50,118	51,953	53,265	54,577
4	52,235	54,123	55,434	56,746
5	54,348	56,293	57,604	58,918
6	56,461	58,464	59,775	61,087
7	58,577	60,635	61,946	63,257
8	60,691	62,803	64,115	65,426
9	62,807	64,974	66,285	67,598
10	64,921	67,143	68,455	69,767
11	67,036	69,314	70,625	71,936
12	69,479	71,807	73,121	74,433
16	70,551	72,898	74,211	75,524
20	71,625	73,990	75,302	76,614
24	72,699	75,081	76,393	77,705
27	73,773	76,172	77,482	78,797

Where applicable, teachers shall move one (1) step on the salary schedule each year.)

A.1 Teachers shall receive his/her payroll check through direct deposit

M.W.E.A. Seniority List

As per Article XIV, D and Article XVI of the Master Agreement, the following lists the seniority based upon the length of actual service at the Wakefield-Marenisco School District, of all Wakefield-Marenisco Education Association bargaining unit members including one-year seniority for military service.

Teacher	Date of Hire	Years of Service
Bachand, Pam	8/15/1994	30
Lane, Mark	7/27/1998	26
Makela, Brandon	7/19/1999	24
Billie, Elizabeth	5/19/2008	16
Skulan, Heather	7/29/2013	11
Tweiten, Chris	7/29/2013	11
Lopac, Amanda	8/9/2013	11
Korpi, Lauren	8/26/2013	10.86
Lauzon, Heather	8/24/2015	9
Leinon, Kim	6/22/2016	8
Boehnlein, Isaac	11/7/2016	7.89
Drier, Connor	6/26/2017	7
Seifert, Keri	7/24/2017	7
Weber, Matthew	5/11/2018	6
Nasi, Diane	5/21/2018	6
Jacobs, Candace	8/7/2018	6
Yon, Kassidee	5/17/2021	3
Servia, Elizabeth	3/18/2024	

Effective 9/15/2024

2024-2025 School Calendar

August 21, 22, and 23: Teacher professional development (No school for students)
August 27: First day of school for students (10:00 start)
August 30: No School
September 2: No School – Labor Day
October 18: Noon release for students (Teacher professional development)
November 6: Parent/Teacher Conferences 1:00-4:00 and 5:00 - 7:00. Students dismiss at noon
November 27: Noon release for students and staff
November 28-29: No School – Thanksgiving
December 20: Noon release for students (Teacher professional development)
December 23 – January 3: No School - Winter Break
January 20: No School – Martin Luther King Jr. Day
February 14: Noon release for students (Teacher professional development)
February 17: No School – Presidents Day
March 14: Noon release for students (Teacher professional development)
March 24 – 28: No School – Spring Break
April 18: No School – Good Friday
April 21: No School – Easter Monday
May 26: No School – Memorial Day
June 6: Last Day of School – Noon release for students and staff

SCHEDULE D EXTRA DUTY SCHEDULE REQUIREMENTS

All payments for extra duty services will be made upon the satisfactory completion of those services in a lump sum payment. Minimum requirements for each position are listed below.

Athletics (all coaching positions): Satisfactory evaluation completed by supervisor (athletic director), administration and coach. (Evaluation document attached)

Publications:

Yearbook Sponsor-paid only when not part of curriculum	=	annual yearbook
School Newspaper Sponsor	=	quarterly papers

School Class Sponsorships (grades 7 - 12)

- participation in homecoming activities (poster and float contests - poster and floats must be completed outside school hours.)
- one class fundraiser per year

Other:

Drivers Education	successful completion of course per MI requirements
Cheerleader sponsor	satisfactory evaluation, coach or adult substitute supervisor at all practices, elementary through varsity
Student Council	development of homecoming and winterfest activities community service project
Extra Band Appearances (concerts are considered part of the curriculum and are not considered "extra")	1 football game, 10 other appearances to be distributed among a variety of events. Two 4 th of July parades (Wakefield and Marenisco) Two Memorial Day performances (Wakefield and Marenisco) ***stipend will be prorated to the number of events accomplished
High School Quiz Bowl	one practice per week during season 2 contests
Junior high Quiz Bowl	one practice per week during season 1 contest
National Honor Society	community service project

SCHEDULED
EXTRA DUTY SCHEDULE

All payments for extra duty services will be made upon the completion of those services in a lump sum payment. In addition to the basic salary schedule, teachers who are hired for extra duty positions shall receive as follows ("Pay" reflects dollar amount per hired coach):

Code Number	Activity	2024-2027
Athletics:		Pay:
1	Head, varsity football	4653
2	Assistant, varsity football	2142
3	Assistant freshmen football	1642
4	Head, varsity boys basketball	4653
5	Head, varsity girls basketball	4653
6	Assistant, varsity boys basketball	2142
7	Assistant, varsity girls basketball	2142
8	Junior high football	1378
9	Junior high boys basketball	1378
10	Junior high girls basketball	1378
11	Elementary basketball (Saturdays)	877
12	Head, Boys track coach	1928
13	Assistant, track coach	877
14	Head, Girls track coach	1928
15	Cross Country Coach (JR/SR High)	1928
16	Baseball	1378
17	Choir Club	\$30/hour
18	Volleyball coach	4653
19	Assistant, volleyball coach	2142
19B	Middle School Volleyball	1378
Publications:		
20	Yearbook sponsor - If not part of curriculum	1433
21	School paper sponsor	600
School Class Sponsorships:		
22	Senior class sponsor	1098
23	Junior class sponsor	1098
24	Sophomore class sponsor	600
25	Freshmen class sponsor	600
26	Eighth grade sponsor	600
27	Seventh grade sponsor	600
Other:		
28	Head Teacher – Pay per Head Teacher	9900

Other, continued

Code Number	Activity	2024-2027
29	Driver Education: if hired internally	\$30.00/hr
30	Cheerleader sponsor	1980
31	Student council	865
32	Extra band appearances	3688
33	Choir appearances	865
34	National Honor Society	865
35	High school quiz bowl	666
36	Junior high quiz bowl	332
37	In-service presentation	117
38	Class play	581
39	Hourly rate for other activities	Min. wage scale
40	After School Tutoring	\$30/hr
41	After School Detention	\$30/hr
42	Summer School	\$30/hr

SCHEDULE E

WAKEFIELD-MARENISCO SCHOOL DISTRICT
WAKEFIELD-MARENISCO EA GRIEVANCE FORM

Grievance#

Submit to Principal in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED

LEVEL 1

A. Date Cause of Grievance Occurred

B.1. Statement of Grievance _____

B.2. Relief Sought _____

Grievant Signature Date

Association Signature Date

C. Disposition by Principal _____

Signature of Principal Date

(Level 1, continued)

D. Disposition of the Association _____

Association Signature

Date

LEVEL 2

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Signature of Superintendent

Date

C. Disposition of the Association _____

Signature of Association

LEVEL 3

A. Date Received by Board of Education _____

B. Disposition of Board _____

Signature of Board

Date

(Level 3, continued)

C. Disposition of the Association _____

Signature of Association Date

LEVEL 4

A. Date Submitted to Arbitration _____
B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date



Wakefield-Marenisco School District

715 Putnam St. Wakefield, MI 49968
Jason Gustafson, Superintendent 906-224-7211

Athletic Director Event Supervision
Letter of Agreement
Between WM School, WMEA, and WMESP

July 22nd, 2024

The Wakefield-Marenisco School District will be filling the Athletic Director Event Supervision role with staff members until the time comes where a permanent supervisor is hired. The rate of pay will be \$40 per event. Requests for supplemental pay will need to be filled out and submitted to the business office. It is preferred, to submit the forms monthly or at the end of each season.

A season long schedule will be created for those interested in signing up. A meeting will be scheduled by the athletic director or superintendent prior to the start of each season. Any employee interested in supervising events during that season must attend the meeting to sign up. Once signed up, the employee is responsible for finding their own replacement if they are unable to fulfill their obligation.

Any employee who does not satisfactorily fulfill their role as an athletic event supervisor as determined by the superintendent or athletic director administrator may be removed from any future events.

Superintendent

Date

President of Wakefield-Marenisco Education Association

Date

President of Wakefield-Marenisco Education Support Personnel Association

Date