

MASTER AGREEMENT

Between the

WATERSMEET TOWNSHIP
BOARD OF EDUCATION

and the

WATERSMEET
EDUCATION ASSOCIATION

2020-2022

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This Agreement entered into by and between the Board of Education of the Township of Watersmeet, Michigan, hereinafter called the *Board* and the Watersmeet Education Association, hereinafter called the *Association*.

WITNESSETH

The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and,

The parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full-time and part-time certified teaching personnel, including the guidance counselor, employed by the Board, but excluding supervisory and executive personnel. The term *teacher* represented by the Association in the bargaining of negotiation unit as defined above, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all full-time and part-time certified teaching personnel shall have the purpose of engaging in collective bargaining or negotiation. As a duly elected body, exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by Act 379 and that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or Agreement with respect to any terms or conditions of employment.
- B. The Association shall have the right to use school buildings facilities at all reasonable hours, without rental charge, for the purpose of conducting local Association meetings. The Association agrees to abide by the rules and regulations established by the school for the use of school building facilities. The Superintendent will decide on what hours are reasonable.
- C. The Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary requirements and allocations and such information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Association agrees that requests for such information will be made in writing through its President or designee and that requests will be made sufficiently in advance to their needs so that the school may have ample time to prepare and/or assemble the information. Original records may be examined only at the office of the school.
- D. With the exception of the administration, a teacher's personnel file shall be considered confidential to the extent permitted by law. (i.e. Bullard-Plawecki Right To Know Act & other applicable laws).
- E. The Association may bargain a retirement package on behalf of an individual member.

ARTICLE 3

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The President or alternate of the Association shall be released from regular duties for the purpose of participating in area, regional, or state meetings of the Michigan Education Association. These meetings are not to exceed a total of three (3) school days per year. The Association will pay for a substitute teacher. The teacher or Association shall notify the Superintendent in writing at least one (1) week prior to the meeting.
- C. When a teacher is absent, the administration shall make every effort to find a substitute.

ARTICLE 4

Teaching Hours

A. 1. The teacher day shall be from 8:05 a.m. to 3:10 p.m. for both elementary and secondary teachers. Secondary teachers shall be stationed outside of their classrooms from 8:05 a.m. through 8:10 a.m. and from 3:05 p.m. through 3:10 p.m. Elementary teachers shall be stationed outside of their classrooms from 8:05 a.m. through 8:10 a.m. and from 3:00 p.m. through 3:05 p.m. The District understands that a teacher's first obligation is to the education of the students. Hence, a teacher may leave his/her post to teach or work with an individual student or a group of students during this time period.

2. The elementary day for students shall be as follows:

a.m.: 8:10 a.m. to 11:15 a.m.

lunch: 11:15 a.m. to 11:45 a.m.

p.m. 11:45 a.m. to 3:00 p.m.

3. In the event the calendar or any other provision of this Agreement creates a condition whereby the District is not able to meet the number of days or hours of instruction to receive full state aid payments or to meet the professional development requirement, the Superintendent and representatives of the Association will immediately negotiate the necessary adjustments to assure compliance at no added salary cost to the District.

4. Administration may require teachers to remain for 1 hour after school, twice monthly (1st and 3rd Wednesday) for curriculum-related meetings.

5. Elementary teachers shall have the following breaks during the scheduled day:

a. Twenty (20) minute recess except that, where necessary in order to meet instructional hour requirements, elementary (K-4) teachers may be assigned and scheduled to perform recess duty on a rotating basis. The need for teachers to perform recess duty will be revisited annually and alternative methods of covering recess will be explored.

b. 30 minute duty-free lunch

c. At least 250 minutes of prep per week to average 50 minutes per day, including recesses

6. The secondary day for students shall be as follows:

Period 1: 8:10 a.m. to 9:02 a.m.

Period 2: 9:05 a.m. to 9:57 a.m.

Period 3: 10:00 a.m. to 10:52 a.m.

Period 4: 10:55 a.m. to 11:47 a.m.

Lunch: 11:50 a.m. to 12:20 p.m.

Period 5: 12:23 p.m. to 1:15 p.m.

Period 6: 1:18 p.m. to 2:10 p.m.

Period 7: 2:13 p.m. to 3:05 p.m.

Starting and ending times will be mutually modified to better utilize the District's distance learning capabilities.

7. Teachers are not to leave their classrooms when students are present, except in the case of an emergency. They are to be in their rooms when the class period begins, and not leave until the class period ends.
8. On days of home games, teachers with game assignments will be allowed to leave school at the end of the school day.
9. Preparation time shall be used for preparing lessons, conferring with other staff concerning pupils, and special teaching problems, as determined by the teacher; or occasional meetings called by administration (no more than one occasional meeting per week).
10. The District shall report all District Provided Professional Development hours completed by employees to the ISD for proper reporting.

ARTICLE 5

Teacher Loads and Assignments

- A. The daily teaching load in the high school will not exceed six (6) class periods which may include one (1) guided study. In the elementary grades, equivalent teaching loads will be consistent among teachers.
- B. All teachers shall have a duty-free lunch period.

ARTICLE 6

Teaching Conditions- Class Size

A. The parties agree that class size should, wherever possible, not exceed the following maximums:

1. Kindergarten per full day session - 22 pupils
2. Elementary school grades - 26 pupils

The recommended maximum class size per teacher in the secondary schools, shall be 28 pupils.

B. Multi-level shall be defined as a K-6 combined classroom where two (2) separate grade levels are taught by the same teacher in the same classroom. K-6 multi-level teachers shall, receive additional compensation of \$2,500 per entire year and pro-rated for duration greater than one month and less than one year. If during the 2020-22 school years, the Board decides to combine two separate grade levels into one classroom, the Board agrees to negotiate with the union about the rate to be paid to the teacher.

ARTICLE 7

Transfers/Vacancies

- A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory and executive status.
- B. For purposes of this Agreement, qualified shall be defined as certified and, where required by Michigan Department of Education, "highly qualified" to teach the subject.
- C. All Extra Duty Compensation positions held by non-bargaining unit members shall be posted internally annually. Should a substantially more qualified bargaining unit member apply for a position, he/she shall be selected for the position. If no qualified bargaining unit member applies, the District may post the position externally. All non-bargaining unit members currently assigned to Extra Duty Compensation positions during the 2008-2009 school year shall be grandfathered into those positions. Postings for those positions shall occur when they next become vacant.

ARTICLE 8
Leaves of Absence

The district shall comply with the FMLA and shall notify an employee within 5 business days of a severe medical condition that the timelines for FMLA have commenced. During the time of FMLA benefits, the employee's paid benefits (sick time, personal time) shall run concurrently with the FMLA time.

The following rules and regulations govern paid leaves and unpaid leaves of absence.

1. DEFINITIONS

A. Paid Leave - Leave with pay includes the following sub-categories

1. **Sick Leave** is defined to mean a paid leave of any teacher from their duty because of health/dental/vision appointments/care, illness, injury, disability, quarantine, or any other reason allowable under FMLA, as well as, death or serious illness in the immediate family. This definition does not extend beyond the leave to care for a member of the immediate family.
2. **Professional Leave** is defined as an absence granted for professional or civic purposes.
3. **Personal Leave** is defined as an absence granted for personal business.
4. **Cumulative Reserve** shall be defined to mean the number of unused Sick Leave time that an individual teacher has earned/accumulated as an employee of the Watersmeet Township Schools to a maximum of 180 days.

B. Unpaid Leave includes the following sub-categories.

1. Board approved absence from employment with intent to return to employment within 1 year.
2. Military Leave: Leave shall be granted for the purpose of military service in one of the branches of the U.S. Armed Services.
3. Family and Medical Leave Act (FMLA): Leave under FMLA will be without compensation when sick leave has been exhausted. Health benefits will be provided as per FMLA.

C. Family includes immediate family and in-laws as defined below:

1. **Immediate family** shall be defined to mean spouse, children, parents, and siblings, regardless of residence. It may also be construed to mean any other member of the family unit living in the same household no matter the degree of relationship.

2. ***In-laws*** shall be defined to mean father, mother, sister and brother, of spouse of employee, spouse of child, spouse of brother or sister. This also includes grandparents of spouse of the employee.

2. CUMULATIVE PAID LEAVE

Twelve (12) days of paid leave are to be credited at the beginning of each school year to the teacher's cumulative reserve. Teachers of the Watersmeet Township School District are entitled to leaves of absence with the following provisions for time and salary payment.

- A. **Illness**: Leave days used for illness shall be used in increments of a half ($\frac{1}{2}$) hour. All unused sick leave shall accumulate up to a maximum of 180 days. Sick leave for part-time employees shall be proportionate to the time served.
- B. **Injury**: An employee sustaining injury in the course of Board of Education employment shall be eligible for sick leave-provided that where he or she received income under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his or her regular salary for a period not to exceed the cumulative reserve.
- C. **Quarantine**: An employee who fails to render assigned service due to a legally established quarantine which he or she took reasonable precautions to avoid shall be entitled to the same leave as though he or she were personally ill.
- D. **Temporary Disability**: All employees who know in advance that they will be going on leave for a temporary disability must give three (3) weeks advance notice of when he or she intends to begin leave, or as soon as might reasonably be known. All employees with a temporary disability must get a doctor's approval to return to work. All employees who go on leave for a temporary disability must return to work after receiving a doctor's approval to return to work. Such approval from the doctor must be presented to the Superintendent or designee.

3. NON-CUMULATIVE PAID LEAVE

- A. **Professional Leave**: Two (2) days leave of absence will be granted any teacher with full pay for professional and civic purposes. Such leaves not to be deducted from the cumulative reserve.
 1. Leaves may be granted for attending educational meetings and as a delegate, officer, committee member, speaker, or legislative agent of any local, state or national education association.
 2. Leaves may be granted for answering court summons pursuant to Article 8, Section 5.F., below, and/or for serving on community-sponsored projects.
 3. Employees must make proper application to the Superintendent of the school for absences for above purposes.

4. Discretion of the Superintendent is to determine length of time and validity of above leaves or any leaves not contained in the above.
- B. **Personal Leave:** Absence without loss of salary shall be allowed for a period of three (3) days for the teacher's personal business. These three (3) days are not cumulative and are not charged against the cumulative reserve.
(See sub-section 5.B. for procedural rules.)

4. LEAVE OF ABSENCE WITHOUT PAY

- A. Any employee may, upon proper application to the Superintendent and after approval of the Board of Education may be granted an extended leave of absence. The Board of Education may require the applicant to use their cumulative reserve days prior to any unpaid days, the total number of paid and unpaid days is not to exceed 1 year. If approved, and upon return, the teacher shall be reinstated to a position of employment and proper step and status of the Master Contract.
- B. In cases of extended illness, disability or convalescence leave, employees shall be required to have such health examination as may be required by the Board of Education before reinstatement. See Article 8.5.C below.

5. PROCEDURAL RULES

The Superintendent is charged with the responsibility for the uniform administration of all leave policies.

- A. All teachers shall notify the Superintendent or designee by 7:30 a.m. of the day upon which they are unable to perform their duties. Failure to do so shall require the Superintendent's approval before such sick leave shall be granted.
- B. All requests for personal leave must be submitted in writing, on a form provided by the Board, to the Superintendent at least three (3) days in advance of days requested.
 1. Personal days may be taken in increments of half ($\frac{1}{2}$) hour. The teacher will be asked to explain the reason for a personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period; Reasonable restrictions may be imposed on personal leaves before or after holidays or school breaks.
 2. A half ($\frac{1}{2}$) hour unit would be charged against the personal business day allowed for the year for each half ($\frac{1}{2}$) hour and/or fraction of an hour to be accumulated up to six (6) hours for a day.
 3. After personal leave has been exhausted there would be a proportionate reduction in compensation for additional leave that may be approved by the superintendent.

C. All sick leave benefits for less than five (5) days must be claimed immediately after termination of the period of leave by properly executing a form approved by the Superintendent and filed with the Principal. If disability at any one time exceeds five (5) days, a certificate signed by a qualified member of the medical profession is required to utilize paid sick leave. If disability is prolonged, the above certificate will be required on or before the first day of each month and again when returning to duty.

D. Death in the Immediate Family: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon death of a member of the immediate family. Said time will be charged to the cumulative reserve. (A.1.A.1). Any reasonable additional time may be granted upon the discretion of the Superintendent.

E. Death of In-Laws: Absence without loss of salary shall be allowed for a period not to exceed three (3) days upon death of an in-law. Said time will be charged to the cumulative reserve. Any reasonable additional time may be granted upon the discretion of the Superintendent.

F. A Teacher called for jury duty or subpoenaed to provide testimony in court relative to their employment with the district will receive regular pay.

1. The teacher will report for teaching duty when presence is not required at the courthouse.
2. Jury duty checks (less mileage) will be signed over to the school district.
3. Leave for court appearances not to be deducted from the cumulative reserve.

G Compensation for Cumulative Leave. Any teacher employed for 20 years, the last 10 of which must have been in the Watersmeet district, shall receive upon retirement from this school district, compensation for each remaining Cumulative leave day, up to a maximum of 180 days.

1. Compensation shall be computed by taking .09% (.0009) of the person's highest annual salary and multiplying this number by the number of sick leave days remaining in the person's cumulative reserve.
2. It is agreed that retirement from this school district shall be interpreted to mean that the retiree is eligible to immediately begin receiving pension benefits, either regular or reduced, upon the termination of his/her services from Watersmeet Township School District
3. Compensation payment shall not be available to employees who defer their retirement to continue employment elsewhere.

ARTICLE 9

Insurance Protection

- A. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). 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 UPAPA, or if the UPAPA 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 agreement and are listed elsewhere in this contract. The teacher may elect single, self and spouse or family coverage. Coverage shall be for a full twelve (12) month period September 1 through August 31. Teachers whose employment is terminated for the following reasons (discharge, retirement, resignation during the school year) shall continue to receive insurance benefits through the month said termination becomes effective.
- B. Pursuant to P.A. 152 of 2011, Board contributions toward the premium cost shall be either the hard cap option or the 80% option as determined by the Board. The Union shall be entitled to advise the Board of the option they prefer and the rationale as to why they are recommending said option. However, the final decision rests with the Board at the Board's sole discretion. The decision of the Board shall be made annually. In the event that no decision is made, the hard cap shall prevail. In the event the Board elects the hard cap option, the cap shall be adjusted as provided for in the Act. (By way of example: New rates in the fall of 2017 are effective January 1, 2018 for calendar year 2018).
- C. It is understood by the parties that the hard cap or 80% option includes the costs for reimbursed deductibles, reimbursed co-pays, HSA contributions, FSA contributions or other contributions to similar accounts in lieu of options.
- D. Part-time employees shall be eligible for the benefits addressed in sections A, E, F, G and H on a pro-rata basis.
- E. The Board shall provide the MESSA Dental Care Program for all teachers of the bargaining unit and their eligible dependents; Delta Dental Auto + Plan with Orthodontic Rider 008, including internal and external coordination of benefits. The Board contribution shall be 100% of the employee's coverage rate.
- F. The Board shall provide the MESSA full family Vision Care, VSP-3 to all teachers of the bargaining unit and their eligible dependents. The Board contribution shall be 100% of the employee's coverage rate.

- G. The Board shall provide, at no cost to the teacher, group term life insurance in the amount of \$20,000. The Board shall select the carrier and a MESSA PAK will be considered. The Board contribution shall be 100% of the employee's coverage rate.
- H. Any full-time teacher within the system who declines coverage under the hospitalization plan in Section A may apply \$375 per month for coverage for other MESSA options or towards an annuity program.
- I. The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis. For those bargaining unit members opting to participate, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status. The plan will also include child care and annuities.

ARTICLE 10

Protection of Teachers

- A. The school recognizes its responsibilities to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies. The teacher bears the responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy. It shall be the responsibility of the teacher to report to the Principal, the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation. The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, staff and parents at the beginning of each school year.
- B. Any case of assault upon a teacher, by a pupil or otherwise, on school property shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if in the opinion of the Board the teacher is in the right.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teachers against a student, the Board will render assistance to the teacher in his defense, if in the opinion of the Board the teacher is right.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, shall not be charged against the teacher, provided the teacher's action was proper in the opinion of the Board.
- E. Teachers shall exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss of property.
- F. In the event a staff member is sued by a student or parent for any incident occurring within the scope of the staff member's express or implied employment responsibilities/duties, the Board will provide legal representation through the maximum extent of its various insurance liability coverage policies at no cost to the employee, inclusive of legal fees and judgments and/or awards.
- G. Both parties agree to follow current board policy when a teacher's assignment of a grade is challenged and in addressing student use of personal communication devices.

ARTICLE 11

Negotiation Procedures

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This agreement may be modified, in whole or in part, by the parties by an instrument, in writing duly executed by both parties.
- B. Upon written notice to the other party not more than one hundred twenty (120) days nor less than sixty (60) days before the expiration of the contract, either party may request the reopening of negotiations for next school year or years.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Article 12 Grievance Procedure

A. Definitions:

1. A grievance shall be a written statement of an alleged violation of any provision of the Agreement. The grievance shall name and be signed by the aggrieved teacher. If the grievance involves more than one teacher, it shall be an association grievance and will be signed by the President of the Association. It shall contain a statement of facts upon which the grievance is based with reference to the Article and Section of the Agreement, which has been allegedly violated, and shall state the relief requested.
2. A *party of interest* is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term *days* as used herein shall mean the days in which the district is open for business.

B. Purpose:

1. The primary purpose of the procedure set forth in the Section is to secure, at the lowest level possible, equitable solution to the problems of the parties.

C. Procedure:

1. The teacher or the Association may file a grievance. Any grievance that is filed with the district, must be submitted in writing on the form provided by the Association.
2. Principal Step:
The teacher filing a grievance will provide in writing on the Association form, the stated grievance, the section of the Agreement alleged to have been violated, and the requested relief, and discuss the matter with the Principal within five (5) days of the alleged violation, or when first becoming aware, or would have been reasonably aware, of the alleged violation, either individually or with an Association representative, with the object of resolving the matter. The Principal shall make his/her written decision known within, five (5) days following the meeting. If no response is made by the Principal within five (5) days after the meeting in #2 above (Principal Step), the grievance shall be moved to the Superintendent.
3. Superintendent Step:
If the grievance is not resolved by the Principal, the teacher or Association shall so note on the Association grievance form, and return said form to the Superintendent within five (5) days after receiving the written response from the Principal. The Superintendent shall meet with the grievant and the Association to attempt to resolve the grievance within five (5) days after receiving the written grievance. The Superintendent shall make his/her written decision known within five (5) days following the meeting. The written

decision shall be noted and attached to the Association grievance form. If no response is made by the Superintendent within five (5) days of the Superintendent's meeting with the grievant, the grievance shall be moved to the Board.

4. If the grievance is not resolved by the Superintendent, the teacher or the Association shall so note on the grievance form, and return said form to the Board's representative within five (5) days after receiving the written response from the Superintendent. The grievance shall be referred to the Board of Education to be addressed at the next regularly scheduled board meeting.
5. In case resolution is not reached at the Board level, the Association has the right to invoke the arbitration process of the American Arbitration Association within 30 days of the Board decision. It is at the sole discretion of the Association to advance the grievance to arbitration or to settle the grievance. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The cost of arbitration by the American Arbitration Association, is to be born equally by each party.
6. If the aggrieved teacher or teachers do not file a grievance in writing with the Superintendent or other designated Board representative within five (5) days after the occurrence, or when first becoming aware, or would have been reasonably aware, of the alleged violation, then the matter shall be considered untimely, not grievable, and withdrawn. Also, any grievance not advanced to the next step by the Association within five (5) days, shall be deemed withdrawn. Any grievance timelines not met by the administration or board shall advance the grievance to the next step.

D. Rights to Representation:

1. The teacher with the grievance may be represented at all meetings and hearings and at all steps and stages of the grievance procedure by another teacher or person, and/or the Association. The Association shall be notified by the administration of any grievance, and a representative of the Association shall have the right to be present and to state its law.

E. Miscellaneous:

1. There shall be no reprisals of any kind by administrative personnel taken against any party of interest of this Association or any other participants in the procedures set forth herein by reason of such participation.

ARTICLE 13

Management Right Clause

- A. The Board, on its own behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote all such employees;
 3. To establish grades, courses of instruction, and the number of sessions per day, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To make purchases wherever the Board desires and to select textbooks and other teaching materials;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignment of teachers with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
 6. To adopt and equitably enforce reasonable rules and regulations.
 7. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in and the Constitution and laws of the United States.

ARTICLE 14

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B.
 - 1. The school calendar shall be negotiated annually between the Association and the Board of Education. Two (2) evenings of not more than three (3) hours each will be scheduled for parent-teacher conferences; one (1) to be held at the end of the first marking period. The dates of the conferences will be mutually agreed upon by the Association and the Superintendent. All teachers are to be present for these evenings.
 - 2. There will be no additional makeup of snow days if the instructional time exceeds the time required to receive full state aid. If necessary, the District shall request the additional exemption from the State.
- C. Elementary teachers will be responsible for the extra activities of the elementary department, whereas: secondary teachers will assist in the secondary school activities on a rotating schedule.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Grievance forms shall be developed by the Superintendent and the Association. This form shall be attached to this Agreement.
- F. The use of personal cars on school business shall be reimbursed at the IRS rate with the approval of the Superintendent.
- G. Each teacher shall have the option of receiving bi-weekly checks through the summer or receive a lump sum on the last school day of the year. The method of payment will be decided by each teacher.
- H. The Board agrees to review with the Association the impact of placing medically fragile and/or mainstreamed students in a regular classroom.
- I. Teachers shall be expected to notify the Superintendent's office whenever there is any problem with the equipment found in the teacher's room or any equipment the teacher is using.
- J. When an absent teacher's class is assigned to another teacher, the receiving teacher will be compensated at the substitute teaching hourly rate.

K. In the event an emergency financial manager is appointed under the Local Financial Stability and Choice act (Public Act 436 of 2012) to oversee the fiscal well being of the Watersmeet School District, it is understood by the parties that said manager shall have the authority to reject, modify or terminate the terms and conditions in this collective bargaining agreement subject to the provisions and requirements of the Act.

This section of the Master Contract shall become effective March 28, 2013 and shall remain in effect until such time a court of competent jurisdiction overturns the Act or the legislature repeals the Act. In such instance, this section K, shall immediately be considered null and void and shall be deleted from this collective bargaining agreement.

L. The district shall provide employees with an individual contract no later than the second work day following the start of the school year. The individual contract shall include at a minimum:

1. the employee's name
2. years of service to the district
3. step (including longevity step if applicable)
4. lane
5. gross annual pay
6. number of pay periods in the ensuing year

ARTICLE 15

Early Retirement Incentive

- A. A bargaining unit member who has acquired a minimum of ten (10) years of service in the Watersmeet School District may, at his/her option, take early retirement.
- B. Early Retirement Incentive Plan:
 - 1. Teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
 - 2. Incentive payment shall be paid to the employee only.
 - 3. Notice is to be given as soon as possible and before March 1 of the year of retirement. If retiring in the second semester, must notify by October 1.
 - 4. Payment shall be made in January of each year following retirement.
 - 5. Early retirement incentive plan applicants must retire by or at the end of the year in which they become eligible to retire without penalty through the Michigan Public School Employees Retirement System Basic or MIP program.
 - 6. Qualifying individuals who do not opt for this incentive shall forfeit the right to early retirement under this article.
 - 7. Service credit purchased by the teacher prior to or upon retirement may or may not be used to determine eligibility for retirement at the teacher's option.
 - 8. Retirement incentive payment shall be made in the following manner: the sum of twelve thousand dollars (\$12,000) will be paid to qualifying persons retiring. Payment shall be over a three (3) year period, one-third (1/3) each January.
 - 9. In the event of the employee's death after notice of retirement, any outstanding sums shall be paid to his/her beneficiary.
- C. A bargaining unit member who has been terminated who does not possess a valid teaching certificate, shall not be eligible for the incentive as provided for above.

ARTICLE 16

Site-Based Decision Making

- A. Site-based decision making is a joint planning and problem solving process that seeks to enhance the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.
- B. Participation on a SBDM committee is voluntary.
- C. To the extent permitted by Law the Association shall be entitled to enter into discussions and to provide data, information and input related to determining student issues including but not limited to curriculum and discipline.

ARTICLE 17

Mentor Teachers

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary and shall be paid a stipend of \$250 per semester.
 - 2. Every effort will be made to match Mentor Teachers and Mentees who work in the same building.
 - 3. Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
- D. The purpose of the mentor/teacher match is to acclimate the teacher and to provide assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential to the extent permitted by law. Specifically, but not by limitation, confidentiality shall not be maintained when concerns of child safety or unlawful harassment occur. These instances shall be reported to the administration and other appropriate authorities as soon as possible.

ARTICLE 18

Public School Academies (Charter Schools)

- A. The district will provide immediate notice to the Association of any formal inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.
- B. The district agrees to furnish the Association with all available information concerning an application to authorize a public school academy.

ARTICLE 19

Tuition Reimbursement

- A. The Board of Education shall establish a Tuition Reimbursement fund to help defer teacher costs for advanced education credits. The total annual reimbursement for college credits shall not exceed \$6,250 during any year. The fund shall be non-cumulative. Reimbursement shall be subject to the following criteria:
1. To qualify for reimbursement, credits must be graduate credits in a Board-approved program or in a Board-approved courses which will enhance their teaching ability in the Watersmeet Township School District.
 2. SCECHs which can be applied as graduate credit will also be reimbursed.
 3. To qualify for reimbursement, the teacher must receive a passing grade and provide a copy of the grade slip to the District.
 4. Reimbursement shall be limited to a maximum of \$500.00 per approved credit hour.
 5. Reimbursement shall be prorated (divided equally among qualifying staff) if the total payout would exceed the \$6,250 maximum.
 6. Teachers must be available to return to a teaching assignment in the District the following year to qualify for reimbursement. Hence, will still qualify if laid off and does not accept a job in another school district prior to September 1 of the affected year.
 7. Reimbursement for the preceding year shall be in October each year. For example, reimbursements for the 2015-16 school year shall be in October 2016.

Article 20

Association Rights

- A. By August 5 of each year, Designated Association Representatives will be given, via e-mail and attached excel document, a complete listing of bargaining unit staff that includes the following:
1. First and Last Name
 2. Start date of employment
 3. FTE, step, lane placement as well as annual salary
 4. Building/position/room number assigned
 5. School email address and home mailing address
- B. 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.
- C. 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.
- D. Notification of any bargaining unit member placed on 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 leave.
- E. The Board will provide to each bargaining unit member a link to all Board policies, which will be contained and updated online. Whenever any new Board policy is adopted or an existing policy is revised, members shall be notified via e-mail of the details of this change. Members will be provided with a copy of the policy and the NEOLA summary (if the District is provided a summary).
- F. The Association shall be provided with a seniority list by the end of October for each new school year. Seniority shall be based upon the length of service at the Watersmeet School District as defined in Article 1, Section A of this contract. Once the list is provided to the Association, the Association shall have 30 calendar days to review and offer any suggestions for corrections. Once any conflicts are resolved the list shall be considered final and correct.

ARTICLE 21

Duration of Agreement

This Agreement shall be effective as of August 1, 2020 or ratification by the parties if later and shall continue in effect until July 31, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. However, upon written notice to the other party, no more than 120 days nor less than 60 days before the expiration of the contract, either party may request the reopening of negotiations for the next school year or years.

**WATERSMEET EDUCATION ASSOCIATION
SALARY SCHEDULE
2020-21**

Step	BS	MS
0	38428	40846
1	40286	42822
2	42142	44797
3	44000	46771
4	45858	48745
5	47714	50718
6	49572	52694
7	51429	54668
8	53287	56643
9	55144	58617
10	57001	60591
11	58858	62565
12	60716	64540
13	62574	66516
14		68489
Longevity		
15	65058	71188
20	66934	73182
25	68809	75178

Longevity: Means consecutive years in the Watersmeet Township School System. Consecutive is not construed to mean layoffs or any leave without pay that might be granted by the Board of Education.

Teachers who are not receiving a longevity payment shall move up one (1) step on the salary schedule each year.

For 2020-21 and 2021-22, teachers will receive steps, lanes, and longevity increases as applicable based on their previous service and education attainment. The 2020-21 salary schedule shall be increased by 1.0% for each step and lane from the 2019-20 salary schedule. The 2021-22 salary schedule shall be increased by 1.0% from the 2020-21 salary schedule for each step and lane.

**SALARY SCHEDULE
2021-22**

Step	BS	MS
0	38813	41255
1	40689	43250
2	42564	45244
3	44440	47239
4	46317	49232
5	48192	51225
6	50068	53221
7	51943	55215
8	53819	57209
9	55695	59204
10	57571	61197
11	59446	63191
12	61323	65185
13	63199	67181
14		69174
Longevity		
15	65709	71900
20	67603	73913
25	69497	75930

Longevity: Means consecutive years in the Watersmeet Township School System. Consecutive is not construed to mean layoffs or any leave without pay that might be granted by the Board of Education.

Teachers who are not receiving a longevity payment shall move up one (1) step on the salary schedule each year.

**EXTRA DUTY COMPENSATION
2020-22**

ACTIVITY	
Drama	845
Band – per after-school parade or concert max 4	100
Sr. Class Advisor	626
Jr. Class Advisor	503
Sophomore Advisor	369
Freshman Advisor	347
8th Grade Advisor	232
7th Grade Advisor	232
Cheerleader Advisor	635
Boys' Varsity Basketball Coach	4484
Girls' Varsity Basketball Coach	4484
Boys' Jr. Varsity Basketball Coach	2197
Girls' Jr. Varsity Basketball Coach	2197
Boys' Junior High Basketball Coach	1613
Girls' Junior High Basketball Coach	1613
Upper Elementary Boys' & Girls' Basketball	555
Lower Elementary Boys' & Girls' Basketball	555
High School Volleyball	2102
Boys' H.S. Track Coach	1150
Girls' H.S. Track Coach	1150
High School Cross Country	1150
Boys' Jr. High Track Coach	493
Girls' Jr. High Track Coach	493
Golf Coach	1088
Yearbook Advisor	942
Jr. Class Prom Advisor	295
Gifted and Talented Coordinator	477
Camp Nesbit	305
Ticket Seller per game (max \$70.00 per night)	35.00
Ticket Taker per game (max \$61.56 per night)	30.78
Score Keeper-Varsity	35.15
Score Keeper-Jr. Varsity	27.73
Time Keeper-Varsity	36.25
Time Keeper-Jr. Varsity	27.73

Pep Band – per game, pregame and halftime	35.00
Hall Duty per game (max \$70.00 per night)	35.00
Summer Counselor per hour (if determined necessary by Board)	25.00
Detention Duty per hour (if determined necessary by Board)	25.00

The following activities are inactive: Sr. High Forensics, Jr. High Forensics, School Paper Advisor, Chaperones.

FOR THE WATERSMEET EDUCATION ASSOCIATION:

PRESIDENT

Date

VICE PRESIDENT

SECRETARY-TREASURER

FOR THE WATERSMEET BOARD OF EDUCATION:

PRESIDENT

Date

SECRETARY

TREASURER