

MASTER CONTRACT

between

**Northern Berrien County
Education Association/
The Watervliet Education Association**

and

The Watervliet Board of Education

for

2012-2013
2013-2014
2014-2015

Watervliet Public Schools
Watervliet, MI 49098

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Article 1 - Recognition

A. Bargaining Unit

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 certified teaching personnel including classroom teachers, guidance counselors, librarians, and long-term substitute teachers as defined by the Michigan School Code 380.1236 and in effect at the beginning date of this contract employed by the Board, but excluding supervisory and executive personnel, office, clerical, adult and community education teachers, aides, maintenance and operating employees, and any other substitute teachers.

B. Exclusive Unit

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

C. Priority of Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. All individual teacher contracts shall be 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.

D. Contrary to Law Provision

If any provision of this Agreement or any application thereof is found to be contrary to law, such provision(s) shall be immediately rendered invalid, but all other provisions or applications shall remain in full force and effect.

Article 2 - Board Rights

A. Powers of the Board

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States.

B. Both parties acknowledge that, except as specifically changed or amended by the other Articles of this Agreement, the Board's rights, responsibilities, etc., as referred to in paragraph A above, shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and administer the school system, its properties and facilities, and its business operations.
2. Determine overall educational goals and objectives, as well as the general policies affecting the educational programs.
3. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system.
4. Give direction to both the professional and non-professional staffs, including the right to hire all employees, determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
5. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
6. Decide upon what services, supplies, and equipment are necessary to continue the school system's operation, and to establish standards for their use and operation. N-81

Article 3 - Teacher Rights

A. Right to Organize

Pursuant to Act 379 of the Public Acts of 1965 the Board hereby agrees that every certified professional employee of the Board as defined in Article 1, Section A, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Board undertakes and agrees it will not directly or indirectly discourage, deprive or coerce 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 reason of his/her membership in the Association, his/her participation in any activities of the Association, collective bargaining with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement. R-97.

B. Constitutional Rights

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. The religious or political activities of any teacher, or lack thereof, outside the classroom, shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, so long as such action has no impact on the educational process in Watervliet.

C. Rights Under State Statute

Nothing contained herein shall be construed to deny or restrict to any teacher his/her rights he/she may have under Michigan General School Laws. The rights granted to teachers hereunder shall be deemed in addition to those provided by law.

D. Equal Application of Agreement

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, gender, marital status or membership in, or association with, the activities of any employee organization. R-86

E. Mail

The Board will deliver all U.S. and interschool mail to teachers' addresses. The Board will endeavor to deliver such mail promptly and unopened. Bills and invoices of the school delivered to teachers shall be promptly forwarded to the school business office.

F. Teacher Retirement or Release

The President of the Association shall be notified of any proposed teacher dismissal or retirement by the office of the Superintendent.

Article 4 - Association Rights

A. Use of School Facilities

The Association and its members shall have the privilege of using school facilities for official meetings when a custodian is normally on duty. The Association agrees to abide by the Board Building Use Policy in effect as of the beginning date of this contract. R-89

B. Public Information

The Board agrees to make available to the Association on request any and all information which it makes available to the public and that information which is related to or is necessary for contract bargaining and administration or for the proper processing of grievances or complaints. The Association President will be on the mailing list for that information in the Board packet which is public information.

C. Posting and Notices

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building.

D. Interschool Mail

The Association may use the school internal mail delivery system and teacher mail boxes for communications to teachers so long as all communications are clearly identified as emanating from the Association. Any communication counseling action contrary to law shall result in termination of this privilege.

E. Salary Protection

A teacher engaged during the school day in bargaining on behalf of the Association with any representative of the Board or participating in any grievance negotiation shall be released from regular duties without loss of salary, provided that the Superintendent has approved such release time in advance. R-00

F. Association Involvement

The Association president or his/her designee shall be provided an opportunity to prepare and present input prior to any formal action by the Board in regard to changing school policy, as it relates to the bargaining unit or any individual member of the bargaining unit. R-97

G. The Association president shall be free to use up to one period of preparation time per week in handling Association business. The Association vice president, secretary, and treasurer shall be free to use up to one period twice a month. (R-10)

Article 5 - Association Security and Payroll Deductions

A. Deduction Authorization

The Board shall make payroll deductions available upon written authorization from the teacher for approved payroll deductions; to include deductions for membership dues, scholarship fund, representative fees, assessment fees, credit union, annuities, savings bonds, United Way, and M.I.P. R-97

B. Dues

The deduction of membership dues and/or assessments shall be made in equal installments each pay period beginning with the first pay period in October and ending with the last pay period in May, or membership dues and/or assessment may be deducted in a lump sum in the second paycheck after official notice has been filed with the school business office. The Board agrees to promptly remit to the Association all monies so deducted accompanied by a list of teachers from whom the deductions have been made.

C. Agency Clause

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477 and at the request to the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. (R-10)

The procedure in all cases of nonpayment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph C. above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the questions of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

D. The Association agrees to indemnify and save the Board, including such individual School Board Member and representative of the Board, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay, unemployment benefits, sums improperly deducted and remitted to the teacher organizations, and all court or administrative agency costs incurred by the Board in connection therewith, that may arise out of or by reason of action by the Board or its representatives for purposes of complying with this Article, provided however that:

1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
2. If the Board, its officers, agents or employees elect to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit, provided however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
3. The Association in defense of any suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board.

Should the indemnification provision set forth above be declared unenforceable or void by a court or agency of competent jurisdiction, the union security and payroll deduction provision of this article, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

E. Notification

The Association will be notified of all new bargaining unit members so that the Association may provide written notification to all new teachers hired after the effective date of this Agreement of the agency shop provisions of this contract. R-97

Article 6 - Professional Compensation

A. Teacher's Salaries

The salaries of teachers are set forth in addenda and shall remain in effect until the expiration of this agreement. R-12

B. Work Year

The salary schedule is based on July 1 to June 30 year with duty days as shown in the adopted school calendar (Addendum).

C. Watervliet Credit

Year for year credit to the scheduled maximum shall be given for satisfactory contracted teaching experience in Watervliet. Salary advancement, either through step increments or scheduled improvement, is dependent upon satisfactory evaluation of previous assignments and are not to be considered automatic.

With the beginning of the 2003-04 school year, teachers hired no later than November 1 will be credited a full year service credit. Teachers hired after November 1 but before April 1 shall be credited with ½ year increments.

It is agreed that the withholding of step increments or scheduled salary improvements is intended to be utilized only as a last resort to encourage the teacher to improve unsatisfactory performance. No step increments or scheduled salary improvements may be withheld unless:

R-03

1. In the evaluation immediately prior to the one in which the recommendation to withhold step increments or scheduled salary improvements is made, the teacher is notified of the areas of performance deemed unsatisfactory, and
2. In that prior evaluation the teacher is given specific direction or suggestion for improvement of such deficiencies, and
3. In that prior evaluation the teacher is notified that if improvement is not made, a recommendation will be subsequently made to withhold step increments or scheduled salary improvements.

In the event a teacher has had step increments or scheduled salary improvements withheld, the teacher shall be eligible to be restored, upon achievement of satisfactory performance evaluation, to such increment or scheduled salary improvement on the salary scale to which his/her years of service within the District place him/her. N-81

D. Outside Experience Credit

Credit up to and including ten (10) years may be given to fully certified teachers for successful teaching experience outside of the Watervliet Public Schools. Increment allowances also may be made available to the ten (10) year maximum for work experience in fields directly related to teaching assignments. R-94

E. Extra Duty Schedule

Compensation for extra duty assignments are set forth in addenda and shall be compensated in accordance with the provisions of this Agreement.

F. Additional Hours, Certification or Degrees

For horizontal advancement on the salary schedule evidence of hours earned or requirements completed must be submitted within the first marking period of a school semester. Such evidence shall consist of grade reports or official university transcripts showing recommendation for change of certification or degree. Such advancement shall be based upon completion of graduate level hours earned after BA or BS, related to education or approved by the Superintendent. R-03

G. Insurance

The Board of Education shall provide as described in Addendum A, an amount per month per full-time equivalency teacher to be used for the purchase of Health, Dental, Life and Disability insurance benefits for the teacher employee group. R-89

In the event that the cost of the total group's coverage exceeds the amount funded by this paragraph, the remaining premium shall be composited and deducted from each employee who receives health insurance. This amount will be covered by a proration schedule set up by the WEA and updated monthly. R-03

In the event the total premium is less than the funded amount, the residual funds will be retained for credit against future premiums.

Options available to individual members of the group and restrictions on the election of options are specified in Addendum A to this contract. R-00

H. Full Year Protection

In the event that an employee has exhausted sick leave accrual, the fringe benefits provided under this Article shall continue throughout the full twelve (12) month period.

I. Long Distance Telephone Calls

Any authorized long distance telephone calls necessary for the conduct of school business and paid for by a teacher shall be reimbursed by the district upon presentation of a bill verifying such calls.

J. Travel Reimbursement

Reimbursement at the current approved IRS rate per mile shall be allowed for the authorized use of personal cars for approved school business. R-81

K. Method of Pay

Annual salary may be paid in one of three (3) ways as selected by the teacher: R-89

1. 26 equal pays, September through August.
2. 21 pays - 20 equal pays as in #1 above and the twenty-first being 6/26 of annual salary. Lump sum payment of remaining salary on the twenty-first scheduled pay must be selected prior to May 1. R-89
3. 21 equal pays - September through June. N-89

L. Per Diem Rate

1. A teacher's per diem rate shall be determined in the following manner:

$$\frac{\text{Contracted Annual Salary}}{\text{Number of Contracted Work Days}} = \text{Per Diem Rate}$$

2. Any authorized work performed in addition to the regular school calendar shall be paid in accordance with the above formula. However, probationary teachers required by statute to attend seminars or other professional development in excess of the number of contracted work days shall not be provided compensation beyond the salary schedule. R-94
3. Any authorized work performed by a teacher in addition to the regular school calendar under the auspices of special programs funded by a grant of monies shall be paid as directed by an approved budget for those state, federal or local grants. N-89

M. Part-time Teachers

Part-time teachers shall be compensated on a pro-rata basis in accordance with the teaching load the part-time teacher has in relationship to the teaching load of the full time teacher. Fifteen minutes of preparation /parent contact time will be spent at school for each instructional hour taught.

(Example: A full time teacher at the high school teaches five classes per day. A part-time teacher is hired to teach two classes per day. The part-time teacher would be given 40% of the appropriate step on the salary schedule plus uncompensated preparation/parent contact time at fifteen minutes per instructional hour).

Benefits will be pro-rated as follows:

1. Insurance – If taking Plan A, the employee will receive a pro-rated amount of the benefit (example: a three-fourth teacher receives three-fourth of the benefit, etc.) All employees who are at least one half time may take Plan B at no cost.
2. Sick leave will be determined by the number of hours worked per day. Part-time employees will have 12 sick leave “days” the length of the day worked. Accumulated sick leave will be figured in hours.
3. Seniority will be pro-rated.
4. The district shall not hire more than eight part-time employees during any given school year without negotiating with the association (WEA). N-03

N. School Improvement/Curriculum Committee

District authorized voluntary school improvement, district curriculum council, and/or general curriculum work performed after regular school hours (summers, evening, or weekend) will be remunerated at the rate of \$22 per hour. R-12

O. Payout of Unused Sick Leave

Upon retirement, the Board will compensate the unit member \$75 per day for any days of sick leave not used, in excess of 100 days up to 180 days.

Application for unused sick leave and notification of retirement in order to collect unused sick day compensation must be in the Superintendent's office by March 30.
R-06

Article 7 - Teaching Hours and Class Loads

A. Responsibilities During the Teacher Duty Day

Some teacher responsibility outside the classroom and during the teacher duty day is necessary to the operation of a school system, and is expected of every teacher. However, teachers will not be assigned bus duty. Other assignments shall be made by the building principal. R-86

B. Arrival and Departure

Teachers shall be required to teach the number of instructional hours and instructional days mandated by the state. The regular teacher duty day shall commence 20 minutes prior to the pupil day and conclude 20 minutes after the closing time for pupils.

The regular pupil day shall be:

High School	8:00 a.m. - 2:55 p.m.	
Middle School	8:00 a.m. - 2:55 p.m.	
North Elementary School	8:05 a.m. - 3:10 p.m.	
South Elementary School	8:15 a.m. - 3:20 p.m.	R-12

The regular teacher duty day shall be:

High School	7:40 a.m. - 3:15 p.m.	
Middle School	7:40 a.m. - 3:15 p.m.	
North Elementary School	7:50 a.m. - 3:30 p.m.	
South Elementary School	8:00 a.m. - 3:40 p.m.	R-06

These times may be adjusted by the administration after teacher input has been sought for unusual circumstances such as bus route rescheduling, the regular teacher duty day shall not increase because of these changes.

On Fridays and days immediately preceding holidays or vacation days, teachers may leave the building 10 minutes after the close of the pupil day. R-94

C. Conferences

Teachers agree to make themselves available for reasonable pupil and/or parent conferences on request of the administration, counseling staff, or a parent. Teachers shall be given 24 hour notification, except in cases where the necessity of a conference is of such immediacy that such notice cannot be given. R-81

D. Faculty Meetings

Faculty meetings on a departmental basis, building basis, or system wide basis may be called as necessary for the official functioning of the school. Administrators will use written memos as much as they can in an effort to minimize the amount of time devoted to staff meetings. All meetings will be scheduled on Mondays after school and last no longer than 65 minutes. One may be used for the purpose of training. No more than two (2) meetings per month shall be held. Attendance at each meeting is required of each teacher unless previous arrangements have been made with the supervising principal. An unexcused absence may result in disciplinary action against the absent teacher. R-03

1. One week's notice shall be given for all system-wide meetings, except in emergency situations. System-wide meetings will not be called in the evening unless an emergency situation exists. R-89
2. Non-scheduled ad hoc informational meetings may be called by administrators to disseminate important information. Such meetings shall not be called during teacher's lunch periods and shall be limited to 15 minutes except in emergency situations.

E. Duty Free Lunch

All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes. The Association agrees, however, that the Board may enter into an agreement with a teacher(s) willing to work during the lunch hours. Classroom elementary teachers shall not be assigned noon playground duty or lunch room duty.

F. Preparation Time

The elementary teachers shall use for preparation that time during which their classes are receiving instruction from various teaching specialists. In addition, elementary teachers shall have a minimum of 300 pupil-free minutes per week which shall also be used for conferences and preparation, including recess, noon, before and after school time. R-81

Secondary Teachers: Any secondary teacher who is assigned or required to teach during his/her conference time or a portion of his/her conference time shall be compensated at his/her prorated hourly rate (per diem rate/7 hrs = hourly rate.)

G. Secondary Teaching Loads - High School/Middle School

The parties recognize that teachers shall work at least the state mandated instructional days and instructional hours necessary for the district to receive its full state aid. One individual preparation/conference period equal to at least fifty (50) minutes shall be provided each certified staff member each full day of school. Assignment to supervise a student conference period shall be considered teaching time for the purposes of this article. No teacher shall be assigned more than four

(4) preparations in an academic subject unless the curriculum cannot be maintained without such an assignment. R-97

H. Teaching Assignment

Each teacher shall be given written notice of his/her tentatively scheduled assignment of the next school year by July 15th. Changes made after July 15, shall be made only after a conference with the teacher involved. R-12

I. Substitute Teachers

When all means to obtain qualified regular substitute teachers have been exhausted, the building principal will ask available teachers to substitute. If there are no volunteers, the building principal will assign the teacher with the least amount of accrued substituting time. Any teacher who substitutes shall be paid \$22.00 per period. R-03

J. Lesson Plans

Teachers shall complete and have available in their room, a copy of the weekly lesson plans in brief outline form prior to 8:00 a.m. each Monday morning. Administration may make written requests to individual teachers for submission of lesson plans to the office. R-03

K. Extended Contracts

When a member of the bargaining unit is requested by an administrator to work more than the days of the contract, he/she shall be paid at the per diem rate (their current salary / no. of contract days). R-94

L. Job Sharing

1. Job sharing shall be defined as voluntarily sharing of a single position by two staff members. This may be arranged by alternating semesters, or days, or by dividing a class day(s) into two or more units as mutually agreed upon. Job sharing shall be for a minimum of one half day.

A. Teachers who voluntarily job share shall have at the end of each job-sharing period, the right to return to the same position he/she vacated as long as the position is still available. If the same position is no longer available he/she will be assigned to a position for which he/she is certified and qualified.

B. Once job sharing is instituted and agreed upon by the teachers involved, it is agreed that the job sharing shall continue to the end of a current school year or shall last the minimum of one (1) school year unless considered a semester job. Job sharing may be continued for more than one year upon agreement of both teachers and the Board.

- C. Teachers who take advantage of the job-sharing program shall be allowed payroll deduction of dues to the Association, such dues determined by the policies of the MEA-NEA-NBCEA-WEA and the collective bargaining agreement between the NBCEA and the Association.
 - 2. Job sharing shall not cause layoffs or prevent the recall of laid off teachers.
 - 3. Teachers hired for, or requesting part-time assignments shall have salary and benefits pro-rated to the time worked.
 - 4. Upon mutual agreement of all parties job sharing between staff may be terminated.
 - 5. Based on the needs of the District and the ability to retain a certified and qualified teacher(s) for a position, the Board may refuse to grant a job sharing in its sole discretion and shall not be subject to the grievance procedure. N-03

- M. Dual Building Teachers are defined as teachers who are assigned to travel to more than one building in the same day. If the teacher, on his/her own volition, creates a schedule that results in assignment to two buildings in a day, the teachers will not be a dual building teacher.

Article 8 - Teaching Conditions

A. Class Size

The Board agrees to keep class size to a number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the students. Toward this end, the parties agree that class size shall be whenever possible:

- kindergarten and first grade ratio to 22 to 1 or less per session
- regular classroom teacher ratio of 25 to 1 or less, excepting music and physical education R-81
- physical education classes shall not exceed a ratio of 30 to 1 or music education classes a ratio of 50 to 1, except in the case of special programs designed for larger student groups.

The Board further agrees that as among sections or classes of the same grade level or subject matter it will maintain class sizes as close to equal as is practical, so long as the best interests of the students are maintained.

B. Special Education Students

Necessary information shall be available to regular teachers regarding the special needs, problems, and appropriate educational strategies for dealing with mainstreamed special education students. All efforts will be made to equalize special education students among available staff. R-97

C. I.E.P.C.

Classroom teachers shall be invited to IEPC meetings and shall attend for the duration of the meeting or until dismissed. Meetings conducted after school hours will be scheduled at a mutually agreed upon time. R-03

D. Teaching Supplies

Teachers may requisition teaching supplies supportive of the approved curriculum. Any denial or approval of such requests shall be made within fifteen (15) school days of said requisition. R-89

E. Non-Assigned Tasks

The Board agrees to relieve teachers of the responsibility for inventorying supplies and equipment outside of the individual teacher's assigned classroom, duplication of teaching materials, and collecting of milk and lunch monies.

F. Daily Records

Teachers shall be responsible for maintaining current accurate daily attendance and tardiness records for the teacher's individual classroom. Teachers shall further be responsible for forwarding to appropriate administrative office such attendance information as is necessary for the maintenance of school records.

G. Minimum Comforts

The Board shall make available:

1. Restroom and lavatory facilities designed for teacher use;
2. One room, appropriately furnished which shall be reserved for use as a faculty work room;
3. Lock storage for teacher belongings during the work day; R-94
4. Storage space for instructional materials.

Provisions for such facilities will be made in all future buildings.

H. Telephone Privacy

A telephone shall be made available at all times for teachers to discuss confidential school business in private. This shall be located in a room with privacy. R-86

I. Vending Machines

In each school building, a vending machine for beverages may be installed by the Association in each teacher's lounge. The Association shall be responsible for all service, bookkeeping and financial liabilities connected with the vending machines. R-81

J. Parking

A designated parking space shall be made available for each staff member for their use during school hours. Parking facilities will be maintained in all weather conditions. R-03

K. Calendar Adjustment Days

Teachers will not be required to report to school and shall suffer no loss of pay nor fringe benefits when the administration determines that regular scheduled days/hours of pupil instruction shall not be held because of conditions not within the control of school authorities, such as inclement weather days, fires, epidemics, or health conditions.

Should a closing require the scheduling of additional days/hours of pupil instruction because previously scheduled days could not be counted to meet the day/hour requirement in accordance with State Aid Act, the days/hours will be made up in the order listed in the school calendar until the day/hour requirement is met, at no additional cost for salaries nor benefits to the Board. R-06

L. Room Temperature

Each classroom temperature will be maintained between 60 degrees Fahrenheit and 90 degrees Fahrenheit. In the event that this is not possible, the students and teachers will not be required to remain in the room. This paragraph shall not be in effect, however when the outside temperature exceeds 90 degrees Fahrenheit. Each computer lab shall be air-conditioned. R-03

M. Responsibility for Pupil Behavior

Teachers accept responsibility during teacher duty day for correcting the department of any pupil enrolled in Watervliet Public Schools while on school property. Teachers shall be able to attend events as spectators and not be expected to be on duty. The Board accepts responsibility to support teachers in carrying out this charge. R-89

N. Care of Teaching Materials

Each teacher shall be responsible for the care and accounting of teaching materials, supplies and apparatus assigned to his/her teaching station, insofar as such materials are under the teacher's control.

O. Personnel Folder

Each teacher shall have the right, upon his/her request to review those contents of his/her own personnel folder on file at the central office which pertain to or are the result of any evaluation completed since the beginning date of his/her employment in the Watervliet Public Schools. Records are available in the office in which they are filed and shall not be removed from such office. Teachers shall also, upon reasonable notice, be permitted to inspect any official building or departmental file which pertains to them in the presence of the building administrator. The teacher may be accompanied by a representative of his/her choice during any such review.

Information contained in teacher personnel files shall be consistent with the requirements of the Bullard-Plawecki Employee Right to Know Act and other relevant statutes. N-97

If the Board or its agents receive a Freedom of Information Act (FOIA) request to view a teacher's file, that teacher shall be notified. The Administration shall provide the teacher an opportunity to review the file prior to its release, provided such review does not prevent the district from a timely response to the FOIA request. The teacher shall be permitted to attach statements or to request that personal information be omitted from the file prior to its release. N-97

P. Teacher Signature

If a teacher is asked to sign material placed in his/her personnel file, he/she shall have sufficient time to read and understand the material prior to signing. Such signature shall be understood to indicate an awareness of the material but in no instance shall such signature be interpreted to mean agreement with the content of the material. R-86

Q. Right to Expunge

If a teacher believes that material placed in his/her personnel file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. Upon a showing of cause, the material will be corrected or expunged from the file. R-81

R. Notification of Complaints

Any verbal or written complaint made by any parent, student, or other person against a teacher or person for whom the teacher is responsible which will have an adverse effect upon the teacher's professional advantage will be called to the attention of the teacher. If said complaint is to be placed or retained in the personnel folder of the teacher, the teacher shall be shown said complaint and sign it prior to its insertion in the personnel file. R-94

S. Witnesses

A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for an infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The administration has the right to have a witness present.

T. Medically Fragile Students

Teachers shall not be required, except in emergency situations to provide medical and related services, including but not limited to, catheterization, suctioning, colostomy, tracheotomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, postural drainage or percussion, and any other medical procedures that can be performed without a medical degree. N-97

U. Electronic Monitoring

Any electronic recording and/or monitoring of classroom by students will be permitted only with the prior knowledge of the teacher and the building principal. N-06

Article 10 - Absence and Leaves

A. Leave Accumulation

Each teacher shall be granted twelve (12) days of leave each year. (10 illness and two personal). Leave will be prorated for less than a full year worked. Any unused leave shall be allowed to accumulate from year to year up to 180 days. (R-10)

B. Leaves Chargeable with Pay

Leaves of absences, with pay, chargeable against the teacher's accumulated leave allowance shall be allowed for the following reasons and subject to the following conditions:

1. Personal Illness or Disability

A teacher may use any portion of his/her accumulated leave to recover from personal illness or any type of disability.

2. Leave of Absence and FMLA

a. A leave of absence not to exceed one (1) year shall be granted to any bargaining unit member for any of the following purposes:

1. the birth, or placement for adoption or foster care, of a child;
2. a serious health condition of a family member (spouse, child, parent, parent-in-law, or any person living in the same household);
3. the bargaining unit member's own serious health condition;
4. the care of a child under 18.

b. Bargaining unit members must apply directly to the Superintendent in the event that leave time is being requested for the foster care of a child.

c. Whenever practicable, the bargaining unit member will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. The request will include the reason for the leave, the expected beginning date, the expected ending date and whether the bargaining unit member intends to use paid leave for any part of the leave.

d. When the bargaining unit member is utilizing Family Medical Leave (FMLA), the Employer shall continue the health insurance benefits for twelve (12) weeks. FMLA may be taken on an intermittent or reduced schedule basis at the bargaining unit member's option. The bargaining unit member may elect to use her/his sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

e. The bargaining unit member may take FMLA for any event allowable under the Act.

3. Medical or Nursing Care

A teacher may use up to two days to make arrangements for medical or nursing care for a member of his/her immediate family (defined as above).

4. Doctor Appointments

Appointments for personal medical or dental care are permitted if such appointments cannot be scheduled at a time outside of the regular school day.

5. Extended Illness - Doctor Verification

Should a personal illness or disability extend beyond five (5) consecutive work days, or where there is a pattern of absenteeism, the Board may request the teacher to provide a statement from his/her physician indicating the reason for the confinement and/or a prognosis of a date when the teacher should be able to return to work. With reasonable cause, the Superintendent may, at the Board's expense, require a teacher to submit to a physical examination by appropriate specialists to determine whether an involuntary sick leave is warranted. R-00

6. Return from Extended Illness

After any extended absence of five consecutive work days due to illness or disability, the Board may require a notification from the physician stating that the teacher is able to return to work. R-86

7. Funeral Leave

Teachers shall be allowed, per instance, up to five (5) days funeral leave in the event of the death of a spouse, children, parents, foster parents, parents-in-law, siblings, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandchildren and up to one day funeral leave for any other person.

8. Personal Days

Teachers shall be granted a maximum of two (2) days per year for personal use. Personal days may not be used during the following days:

1. Other employment or seeking new employment, unless pink slipped. N-89
2. During parent/teacher conferences, exam days, or meet the teacher evenings. N-89

3. To begin or extend a school vacation period, nor before or after a holiday. Exceptions may be granted by the Superintendent in cases of emergencies or unique circumstances. N-06

Teachers shall notify the district in writing to the building principal as far in advance as possible. In cases of emergency, such notification shall be by telephone.

The Superintendent or his representative may grant exceptions to the above referenced times when personal leave shall not be utilized.

9. Visitation

Teachers shall be charged for days used to attend conferences sponsored by the N.E.A., M.E.A., W.E.A., or N.B.C.E.A. unless such conference is approved as an enrichment conference by the Administration.

10. Disability Offset

Leave pay shall be available to any teacher on a prorated basis and charged against a teacher's leave accumulation when a teacher is absent and eligible to receive compensation under social security disability, worker's compensation and/or any other governmental program. Such leave pay shall be used to offset the difference between the disability subsidy and the teacher's normal net pay after applicable taxes, but shall not entitle the teacher to collect more than one hundred percent (100%) of the normal net pay after applicable taxes. Leave pay under this section shall terminate whenever the teacher becomes eligible for any purchased short term or long term disability insurance program not provided by law, or sixty (60) days, whichever occurs sooner, and shall not exceed the amount of leave the teacher has accrued at the onset of the disability. R-81

- C. Leaves Not Chargeable With Pay

1. Jury Duty

A teacher who is summoned for jury duty, and who provided advance notice to the administration, and who provides satisfactory evidence as to the amount he was paid by the court for such jury duty, shall be paid the difference between such pay and his regular school pay and shall be granted leave not chargeable against his leave allowance.

2. Subpoena

A teacher who is required to give testimony for that time during which he/she must necessarily be absent from his/her teaching duties for such purpose, shall be paid the difference between what he/she received as witness fees

for so testifying and what he/she would have earned from his/her employment by the district on such day or days. R-81

3. Duty or School Related Funeral or Bereavement Leave

In event of a duty or school related death, bereavement leave and/or consoling leave may be granted by the Administration. N-83

D. Leaves Not Chargeable and Without Pay

1. Leaves of absences not to exceed one year without pay may be granted upon written request, and approval of the Board for the following reasons:

- a. Study related to the teacher's licensed field.
- b. Study to meet eligibility requirements for a teaching license other than that held by the teacher.
- c. Study, research, or a special teaching assignment involving probable advantage to this school system.
- d. Child Care.
- e. Adoption
- f. Public Office
- g. Military Duty
- h. The Board may grant other leaves not listed above. R-86

2. Extended Personal Illness Leave

Any teacher who has been afflicted with extended personal illness will be granted a leave of absence up to one year upon written application thereof. Such application must be accompanied by a physician's recommendation. The leave may, upon request, be renewed each year for additional leaves of one year each. The Board may require, at its expense, a medical examination as a prerequisite to reinstatement after any such leave. R-89

3. Application

All requests for leave of absence will be applied for and will be granted or denied in writing. Written reasons for approval or denial shall be made within five (5) days after official Board action. The teacher must apply for the leave, except for disability, at least sixty (60) days prior to its commencement, except in cases of emergency or urgency, or hardship for teachers.

4. Intention to Return

Except in cases of disability leave, the teacher must notify the Board in writing of his/her intention to return from leave no sooner than ninety (90) days and no later than sixty (60) days from the end of the last semester on leave. Failure to comply with this provision shall be deemed a resignation by the teacher and is not subject to the grievance procedure. Exception to the above may be granted by the Board if a show of good cause is made by the teacher. R-81

5. Non-Accrual of Benefits

No benefits or seniority will accrue to a teacher during a leave of absence except as otherwise stated in the master agreement. Upon return from leave, the teacher's unused sick leave benefit which had been accumulated at the time of the leave commencement will be restored. R-86

6. Family Medical Leave

Teacher shall be provided health insurance coverage for the first twelve (12) weeks of the leave, regardless if a portion of the leave is paid. The employee or employer may require use of paid leave during FMLA, consistent with the terms of this agreement. If the employee voluntarily fails to return to work, he/she shall reimburse the district for the insurance premium paid by the employer in accordance with the federal Family Medical Leave Act. N-94

E. Association Leave

Leave days not to exceed twelve (12) per year shall be available to the Association for MEA workshops and meetings. Requests for such days shall be made to the Superintendent by the Association President at least five (5) days in advance. The Association shall reimburse the Board for all costs incurred in providing substitute teachers for such days and the cost of the absent employee's state retirement contribution. R-94

F. Sabbatical Leave

The Board may grant a leave for up to one year of study to a teacher who has completed no less than seven (7) consecutive years of service in the Watervliet Public Schools, upon application and presentation of an approved course of professional development designed to improve service to the district, by the teacher. Following such leave, the teacher shall return to the district and provide no less than two years of additional service. The Board may grant a stipend of up to one half the teacher's regular contracted salary. If a teacher fails to return from sabbatical leave, he/she shall repay the Board any stipend received.

Article 11 - Teacher Evaluation

A. Procedure

The performance and progress of each teacher shall be monitored and evaluated by the administration on a continuing basis. Such monitoring and evaluation shall be reported on a periodic basis by means of a written evaluation with one copy provided to the evaluated teacher. In the event said teacher disagrees with the evaluation, objections may be attached to the evaluation form within 15 days before it is forwarded for placement in the teacher's personnel file. Teacher may also request a conference with the evaluator and the Superintendent.

Article 12 - Reduction of Personnel

A. Terms

The terms of this Article shall apply whenever a reduction of personnel is judged necessary by the Board. N-81

B. Definitions

1. "Seniority" is the length of continuous service in the Watervliet Public Schools, commencing with the contracted teacher's first day of work. Periods of layoff or leave of absence shall not count as service time for purposes of compensation. Teachers on leave of absence shall be frozen at their present seniority status until returning to full time work, excluding teachers on a layoff and sabbatical leave. When a teacher who was previously employed within the district has terminated his employment and subsequently has returned to employment in the district, seniority shall not be deemed continuous. R-86
2. "Certified" teachers are teachers who have earned a provisional or permanent, continuing, or professional teaching certificate according to State of Michigan certification requirements. N-06

C. Layoff

1. The Board shall give no less than thirty (30) calendar days notice to each teacher being laid off, except in case of financial emergency not due to neglect on the part of the Board to its agent. R-81

D. Seniority

The Board shall compile a seniority list for termination or layoff and for subsequent recall or rehire, which lists all teachers' rank and seniority. As among those teachers whose seniority is otherwise identical, the following point system shall be used to determine their respective seniority ranking or order: N-81

1. One point per year of teaching experience. N-81
2. One additional point per year of teaching experience in the Watervliet Public Schools. N-81
3. Degrees held: N-81
 - a. Five points for M.A. plus ten semester or fifteen term or quarter hours.
 - b. Four points for M.A.
 - c. Three points for B.A. plus thirty semester or forty-five term or quarter hours.
 - d. Two points for B.A. plus twenty semester or thirty term or quarter hours.
4. Certification held: N-81
 - a. Two points for permanent, continuing, or professional certificate.
 - b. One point for provisional certificate.

E. Degrees and Certification

Teachers are responsible to provide to the Board, no later than September 30 of each school year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year if they desire that information to be included in compiling the current seniority list. The Board will compile the current seniority list and provide the Association with a copy no later than October 30 of each school year. Within thirty (30) days of posting the seniority list, any objections to the list shall be asserted. Thereafter, the list shall be final and conclusive. R-00

F. Elimination of Benefits

Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed except for insurance benefits. If a teacher is laid off after working any portion of the first semester, the teacher will receive insurance coverage for one month from the date of the layoff. If the teacher is laid off after working one full semester plus any portion of the second semester, then the teacher will receive insurance coverage for the full benefit year. Upon recall, the individual's employment contract and all benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full. R-81

G. Notification of Recall

Recall shall be by certified mail, return receipt requested, forwarded to the last address provided to the Superintendent's office by a teacher; or to any agent named by the teacher and empowered by that teacher with power of attorney. In all such cases the Association shall be notified simultaneously. R-81

H. Loss of Recall Rights

A teacher who is properly recalled from layoff but fails to report to work within twelve (12) calendar days or fails to respond in writing (Certified Mail) to the Superintendent's office within twelve (12) calendar days of the date of mailing the Recall Notification, will be removed from the recall list until the following April 30. If a teacher is not recalled within three (3) years of affected date of layoff, he/she shall be removed from the recall lists. R-94

I. Consolidation

In the event that the Watervliet School District is consolidated with one or more districts, the Board shall use its best efforts to assure the continued employment of its teachers in such consolidated district, and to the fullest extent permitted by law, contractual agreements with individual teachers shall be binding.

Article 13 - Protection of Teachers

A. Special Student Needs

When it is evident to a teacher and appropriate administrator that a pupil requires the attention of special counselors, law enforcement officials, physicians, or other such professional persons, the administration shall be responsible for such contacts.

B. Student Discipline

Teachers shall observe rules published by the Board regarding discipline and punishment of students. Teachers shall establish effective classroom discipline. Except in cases of emergency or severe misbehavior, teachers shall conform to the following guidelines prior to the first referral: develop classroom rules and consequences, counsel the student, contact parents as needed. R-94

In cases of chronic student disrespect or serious discipline problems, the Board agrees to facilitate teacher/parent conferences and provide appropriate support. R-94

The Board shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations, contained in the student handbooks, shall be distributed by the employer to students, teachers, and parents at the commencement of each school year. The administrator shall notify the teacher of the outcome of the referral. The teacher may request a discussion with the administrator of any deviation of consequences from the student's handbook. Any revisions to the student handbook shall be jointly developed with the teaching staff. R-94

Written statement by the employer governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. A teacher may, at all times, use such force as is necessary to protect himself/herself, a fellow teacher, district employee or administrator, or student from attack, physical abuse or injury. N-81

C. Assaults

Any duty related case of assault against a teacher shall be promptly reported to the Board or its designated representative. The Board and the Association shall advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. R-81

D. Summons or Subpoena

Time lost by a teacher, answering a legal summons or subpoena in connection with any incident covered by this Article, shall not be charged against said teacher unless the teacher shall be found guilty of a criminal violation or tortiously liable by a court of competent jurisdiction.

E. Personal Property Protection

The Board will reimburse teachers for loss, damage or destruction of personal materials brought into the classroom by a teacher to enhance or supplement the educational program, subject to the following conditions: N-81

1. In order to receive reimbursement under this provision teachers must insure that any personal materials which are kept in the school building beyond normal teaching hours or class sessions are locked or secured with prior written approval in manner approved by the building principal. R-90
2. The Board will provide \$1,000 per building from which such reimbursement may be made; but in no event shall the Board be liable for reimbursement beyond the building limits in any school year. R-03
3. For any individual teacher, the Board will reimburse, within the limits of the building's budget, only those sums not otherwise covered by insurance available to the teacher including homeowners or other such insurance purchased by the teacher. N-81
4. Reimbursement will be based only upon actual cash value of the property lost, damaged or destroyed. N-81

F. Unsafe Conditions

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. Teachers shall report, in writing, to the administration for possible correction, any conditions which may prove to be unsafe or harmful. Failure to report such conditions may be noted on the teacher's evaluation. The Board accepts responsibility to attend to such reports in an expeditious manner.

G. Rules and Regulations

Teachers are required to comply with the reasonable rules, regulations, and directions which may be from time to time adopted by the Board of Education or its representatives, which are not inconsistent with the provisions of the Agreement, provided that a teacher may reasonably refuse to carry out an order which endangers his/her or a student's health or safety. New rules, regulations, or directives pertaining to teacher's duties or responsibilities adopted by the Board will be provided in writing to all newly hired teachers and redistributed to the entire staff annually. R-94

H. Legal Counsel

If any teacher is complained against or sued as a result of reasonable disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render assistance to the teacher in his/her defense. R-94

I. Termination by Teachers

As stated in the Michigan Teacher Tenure Act, no teacher shall terminate his services with the Board during the school year except by mutual agreement.

J. Academic Freedom

The parties seek to educate pupils in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire an awareness of a respect for the U.S. Constitution, and to instill appreciation of the free enterprise system. It is recognized that these values can best be transmitted in an atmosphere which is free from censorship and in which academic freedom is encouraged, provided adopted curriculum and courses of study are adhered to.

K. Representation

Prior to any warning, reprimand or disciplinary action, a teacher shall be so notified and shall be entitled, upon request, to have a representative of the teacher's choice from the Association present. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If the Board or Administration requests a written statement from a teacher subsequent to any incident or complaint, the teacher shall be entitled to consult with the Association President or his/her designee or Uniserv Director prior to issuing such a statement. N-81

Article 14 - Professional Behavior

A. Association Self Monitoring

The Association recognizes that abuse of sick leave, chronic tardiness or absences and willful deficiencies in professional performance by a teacher reflect adversely upon the teaching profession and may create undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior by any bargaining unit member after the WEA President has received a communication substantiating the problem.

B. Teacher Health

Teachers shall possess and maintain sufficient good health (physical and mental) to adequately perform their respective duties.

Article 15 - Student Teaching Program Assistance

A. Supervising Teacher Experience

Supervising teachers shall have at least four (4) years of teaching experience with at least one (1) year in the local system and shall be a tenure teacher. No student shall be assigned to any supervising teacher without a joint agreement between the classroom teacher and the building principal.

B. Coordination of Program

Supervising teachers will work directly with the student teacher program coordinator who will assist in developing opportunities for the student teacher to observe and practice the skills of teaching.

C. Teacher Materials

The Board agrees to make available to student teachers, appropriate copies of texts, guides and building policies.

D. Evaluation of Student Teacher

The supervising teacher shall file a written report and evaluation with the College/University Coordinator, building administrator and the student teacher at least two (2) times each academic quarter on an outline form provided by the sending institution.

E. Limits per Year

No elementary school supervising teacher should have more than one (1) student teacher per school year. Teachers at the secondary level may have more than one (1) student teacher if they are accepted on a partial assignment basis. Such assignments shall not be made simultaneously and shall not constitute an aggregate total of more than five (5) classroom hours in a given school year.

F. Management of Student Teachers

No student teacher shall be placed in sole charge of a classroom until both the student teacher program coordinator, building administrator and the supervising teacher have agreed that the student teacher is ready.

G. Remuneration

Monies received by the district from the sending institution for participation in the student teaching program shall go to the supervising classroom teacher for purchase of educational materials or tuition at a school of the teacher's choice.

Article 16 - Bargaining Procedures

A. Successor Agreement

Before April 1 of the final year of this contract, the parties shall initiate bargaining for the purpose of entering into a successor agreement.

B. Selection and Power of Bargaining Teams

In any bargaining described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and counter proposals, or make concessions in the course of bargaining, subject only to ultimate ratification.

C. Meet and Confer Meetings

The Superintendent and Board or their designees agree to meet informally with representatives of the Association upon written request of the Association or Board for the purpose of discussing problems of mutual concern. These informal discussions shall involve mutual exchange of suggestions and ideas but shall in no sense be considered bargaining. The sole purpose of these conferences is to provide communication between the Board and Association, to gain better insights and better understanding between the parties, and to promote closer cooperation in all relationships concerning this Agreement. A letter of understanding may be the outcome of these meetings. R-94

In the event that such meeting and conferring produces an understanding of such contractual significance to both the WEA membership and the Board that such understanding should be reduced to writing, both parties agree to transfer the matter to section D of this article for bargaining during closed contract periods. R-89

D. Bargaining During Closed Contract Periods

Bargaining, other than when the contract is open, may be entered into on any matter but only after written consent of both parties. Any changes agreed to in such talks must then be ratified by both parties.

E. Teacher Evaluation Development Committee

The parties agree to set up an evaluation committee composed of three (3) representatives from the WEA and three (3) from the administration, in the event that the WEA and the Board agree that this section needs to be renegotiated. The purpose of the said committee shall be to develop new evaluation form(s). Any

changes agreed to by the development committee must then be ratified by both parties. Changes ratified by both the WEA and the Board shall then become new addenda to the Master Agreement. In the event the parties cannot agree on a new instrument(s), the current instrument shall continue in effect. R-89

Article 17 - Grievance Procedure

A. Right to File

Any individual teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file a grievance with the Board through its designated representative. The grievance procedure shall include Board Policy, Rules, and Regulations. The Board hereby designates as its representative for such purpose, the Building Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building or is directed against the principal.

B. Rights Under law

Nothing herein shall deny or restrict any person covered by this Agreement or either party from exercising rights or seeking redress under any applicable law.

C. Individual Right

Any teacher may process a grievance without intervention of the bargaining representative up to the Board level, provided the Association has been given the opportunity to be present at all meetings and any adjustment of the grievance is not inconsistent with the terms of the collective bargaining agreement.

D. Prior Adjudication

No dispute pertaining to this contract, which has first been adjudicated through any court of law or administrative agency of the State or Federal Government, may then be processed through this grievance procedure.

E. Form of Grievance

A grievance shall be presented in writing on a form mutually agreed upon by the Association and the Board. A copy of this form will be included in the index of this contract and may be reproduced as the need arises. The grievance form shall specify the following:

1. aggrieved party(s)
2. date(s) of occurrence
3. party(s) involved
4. the specific provision(s) of this Agreement cited and how the grievant claims the Agreement has been violated.
5. relief desired.

F. Procedure

The grievance procedure shall operate as follows:

1. The number of days indicated at each level should be considered as maximums and every effort should be made to expedite the grievance process. The teacher shall have ten (10) school days from occurrence of any alleged contract violation or ten (10) school days from the time the alleged violation should have been discovered through the exercise of reasonable diligence to file for relief in writing with his/her principal or supervisor. R-86
2. Principals shall have five (5) school days within which they may respond to a grievance.
3. Within ten (10) school days following the principal's response or fifteen (15) school days after the initial filing, a grievance may be appealed to the Superintendent. R-89
4. The Superintendent shall have fifteen (15) school days within which he may respond to a grievance. If the Association amends the grievance after the Superintendent has given his response, the Association shall alert the Superintendent that the grievance has been amended and allow him to review the grievance and amend his response. R-12
5. Within twenty (20) school days following the Superintendent's response, the grievance may be appealed to the Board of Education or to designated representatives of the Board (to consist of three (3) members of the Board). N-89
6. The Board shall have thirty (30) school days within which it may respond to a grievance. N-89
7. Within twenty (20) school days following the Board's response, or if the Board does not respond, the grievance may be submitted to binding arbitration. Individual grievants may not pursue arbitration, without the Association. The selection of an arbitrator and the procedures governing arbitration, shall be in accordance with the rules and procedures of the American Arbitration Association, provided however that the Association shall be solely authorized to file for Arbitration. R-89
8. All costs of arbitration shall be borne by the party whose case does not prevail.
9. If school is not in session, "school days" shall refer to days when the Superintendent's office is open (Monday through Friday, 8:00 - 4:00). N-94

G. Powers of the Arbitrator

The Arbitrator shall be empowered, except as limited herein, to make decisions binding upon the parties and to grant such relief as will implement the Agreement of the parties; provided however:

1. He may not add to, subtract from, disregard, alter or modify any of the terms of this Agreement. N-81
2. He shall have no power to establish salary scales. N-81
3. He may not change any practice, policy or rule of the Board not inconsistent with the Agreement, nor may he substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule not inconsistent with this Agreement. N-81
4. He shall have no power to decide questions relating to discharge or demotion under the Teachers Tenure Act, or rule on matters which are prohibited subjects or bargaining. R-12

H. Claims for Back Pay.

1. All claims for back pay shall be limited to the amount of wages that the employee would otherwise have earned, less any earnings, compensation or income from any source whatsoever received by the grievant during the period for which back pay is claimed. N-81
2. No decision in one case shall require a retroactive wage adjustment in any other case or for any other employee unless other cases are filed and pending on the representative case. N-81
3. The Board will not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, or if the alleged violation could not have been discovered with reasonable diligence within ten (10) days of filing the grievance, the Board's liability will be limited to a period not to exceed one (1) year prior to the time the grievance was filed. N-81

I. Failure to Appeal

If no appeal is made in any stipulated period, a grievance shall be considered abandoned. If no response is made, the grievance shall automatically proceed to the next step. R-81

J. Time Limit

Any time limit or step provided in this Article may be waived in writing by mutual consent.

K. Non-Grievable Items

The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:

1. Failure to re-employ or the termination of services of any probationary teacher, unless the failure to re-employ is deemed for purposes of subterfuge or in bad faith. R-81
2. The offer or withdrawal of extra duty assignments from year to year.
3. The content of teacher evaluations.
4. Discharge or demotion under the provisions of the Michigan Teachers Tenure Act. R-97

Article 18 - Miscellaneous Provisions

A. Calling for Illness

Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. If a teacher fails to report unavailability for work by 6:30 a.m., on the first day of such absence he/she may be subject to the loss of a day's pay. Teachers shall inform the principal's office no later than thirty (30) minutes prior to the close of the school day if they know they will be absent for another day and such absence has not already been noted by the office. R-89

B. Contract Incorporated into Board Policy

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Teacher Familiarity with Policy

The Board will take steps to see that teachers are familiar with Board Policies and procedures pertinent to school operations. Teachers are expected to be familiar with and conform to such pertinent policies. The Board will maintain in each building library, one complete updated Board Policy Manual. Changes in policy will be given to WEA president. R-03

D. Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Education, and shall be presented to all teachers now employed or hereafter employed by the Board during the life of this Agreement. The Association President shall be provided copies of the Agreement for use by the NBCEA/WEA, as needed. R-81

E. Marking Periods

During the duration of this Agreement, marking periods shall be adjusted so as to avoid card markings that end in conflict with spring break.

F. Teacher Input on Performance of Principal

To provide input concerning the performance of building administrators, a performance form for administrators shall be available to each building staff during the month of November to be completed by December 1 of each year. The WEA shall have the responsibility for providing the performance forms to the teachers. A composite form will be given to the Building Principal and Superintendent. This form will not become part of the principal's personnel file, unless requested by the principal. R-97

G. Mentor Teachers

1. 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.
2. Probationary teachers in his/her first three (3) years of teaching shall be assigned a mentor teacher by the Administration.
3. If a mentor teacher is from the bargaining unit:
 - a. The mentor teacher shall be a tenured member.
 - b. Participation as a mentor teacher shall be voluntary.
 - c. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and probationary teacher after four (4) months. The appointment may be renewed in succeeding years.
 - d. The mentor teacher shall be compensated in the first year at 2% of Schedule D Base after submission of 30 week log; second year 1.33% after 20 week log; third year 0.66% after 10 week log. The log shall specify topics and conversations. (R-10)
 - e. Each mentor and probationary teacher shall be given a set of guidelines.

H. Section 125 Cafeteria Plan

The Board shall establish and maintain a Cafeteria Plan that is designed to satisfy the requirements for tax favored status under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow employees to make elections among certain taxable and non-taxable benefits. The specific benefits that shall be provided to employees under the Cafeteria Plan will be, as follows:

1. Waiver of Health Insurance Coverage: Employees will be allowed to waive the health insurance coverage provided by the Board and, in lieu of receiving health insurance coverage, employees will receive a cash benefit (in the form of additional compensation) as set forth in Addendum A.

The Cafeteria Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by an employee individually, outside of the Cafeteria Plan, and in accordance with the rules under Code Section 403(b).

2. Medical Premium Conversion Option: Employees who are required to pay a portion of their medical insurance premiums will be able to enter into a salary reduction agreement under the Cafeteria Plan and to pay the required amounts with pre-tax dollars.
3. Other Qualified Insurance Option: Employees who want to pay the insurance premiums to receive other qualified insurance options (dental, vision, long-term disability, short-term disability, and life insurance up to \$10,000) will be permitted to apply their cash benefit derived from the waiver of health insurance coverage, and/or enter into a salary reduction agreement under the Cafeteria Plan, and pay the required amounts with pre-tax dollars.

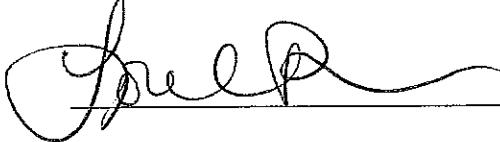
The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration and claims procedure. All disputes concerning the payment of claims under the Cafeteria Plan will be resolved under the Claims Procedure set forth in the Cafeteria Plan. The Board and Association may amend any provisions under the Cafeteria Plan in order to maintain its tax favored status (such as amendments necessitated by changes in the Code or the Treasury Regulations) provided that the Board may not unilaterally amend the Cafeteria Plan in a manner that will alter the eligibility of employees covered by this Agreement to participate in the Cafeteria Plan, or that will reduce benefit levels under the Cafeteria Plan; and, further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 30 calendar days before the amendment is to take effect.

I. Professional Development

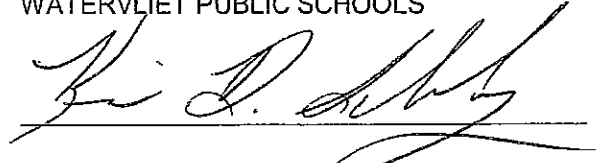
1. Professional development is defined as a continuous process aimed at improving student achievement and promoting responsible citizenship in alignment with district outcomes, benchmarks, school improvement plans and/or individual IDP's.
2. The Revised School Code sets a minimum number of professional development days which teachers must attend each year. Five (5) professional development days are required. (R-10)
3. The district shall provide opportunities to meet these requirements through a combination of four (4) district designated calendar days and time equivalent to one (1) day of teacher selected activities which may occur during/beyond the regular work day and prior to/during the regular school year such as:
 - a. Collegial dialogue and other collaborative activities
 - b. Curriculum, instruction, and assessment inservice and training
 - c. Grade level or department committee meetings
 - d. Conferences, workshops, seminars, study groups, technology training, conference presentations
 - e. Membership on school improvement committees, curriculum committees

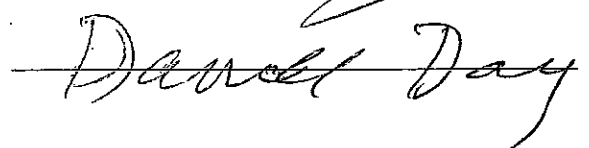
Article 19 - Signatures

NORTHERN BERRIEN COUNTY EDUCATION
ASSOCIATION/WEA/MEA/NEA



BOARD OF EDUCATION
WATERLIET PUBLIC SCHOOLS





Signed this day 8/30/12.

4. Teachers shall be provided at the start of each school year a form for recording days and/or hours of professional development activities. This form is to be completed and returned to the building principal at the conclusion of the school year, listing the required number of days/hours of professional development activities attended.

Days/hours of professional development completed after a school year has ended will apply to the next school year.

Any teacher not completing the required number of days and/or hours of professional development during each school year will be provided the required professional development time on the first two weekdays following the close of the school year.

- J. In addition, teachers who are enrolled in college classes may count class time toward their professional development requirements. Those planning to do so should have their request pre-approved by the building principal, and be prepared to show how the class is applicable to current curriculum.

| K. Emergency Financial Manager

If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

GRIEVANCE #

___GRIEVANCE REPORT FORM (Article 17)
Watervliet Public Schools

<u>1</u>							
<u>1</u>							
1	1	1	1	1	1	1	1
1 Building	1 Assignment	1	1 Name of Grievant	1	1 Date Filed	1	1
1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1

STEP I

A. Date Cause of Grievance Occurred:

1. Article & Section violated

2. Statement of Grievance:

3. Relief Sought:

— Signature Date

C. Disposition of Principal:

Signature Date

D. Disposition of Grievant and/or Association:

Signature Date

Grievance Report Form
Page Two

STEP II

- A. Date Received by Superintendent or Designee:
 B. Disposition of Superintendent or Designee:

C. Position of Grievant and/or Association: Signature Date

— Signature Date

STEP III

- A. Date Submitted to the Board of Education:
 B. Disposition of Board of Education:

— Signature of Board Secretary Date

C. Position of Grievant and/or Association:

Signature Date

STEP IV

- D. Date Submitted to Arbitration:

ADDENDUM A
Insurance Schedule for 2012-13, 2013-14, and 2014-15
MESSA-PAK SUMMARY

Plan A - For employees electing MESSA health insurance, the Board will contribute 80% of the monthly insurance premium and the Employee will contribute 20% of the premium.

Health	MESSA – Choices II PAK - \$10/\$20 RX; \$100/\$200 deductible; \$20 office visit
Negotiated Long Term Disability	\$2,500 Month Maximum 90 Calendar Days – Modified Fill Pre Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcoholism/Drug Waiver - Two Year Limitation Mental/Nervous Waiver - Two Year Limitation Adult Immunization Two Year Own Occupation
Negotiated Life	\$15,000 With AD&D
Vision	VSP-2
Delta Dental	80/80/80 (\$1,200 max) Class IV 80 (800 max). \$2000 Maximum for Class I & II

Plan B - For employees not electing MESSA health insurance -

Negotiated Long Term Disability	Same as Above Two Year Own Occupation
Negotiated Life	\$15,000 With AD&D
Vision	VSP-2
Delta Dental	80/80/80 : \$800 \$2000 Maximum for Class I & II
Basic Term Life	\$5,000
Cash Option	\$180/month

Plan C – For employees electing MESSA health insurance, the Board will contribute 80% of the monthly insurance premium, including 80% funding to the HSA (calculated at 80% of \$1,250 for single and \$2,500 for two person/full family) and Employee will contribute 20%.

The MESSA ABC Plan becomes available effective January 1, 2013

Health	MESSA – ABC Plan; \$1,250/\$2,500 deductible
Negotiated Long Term Disability	\$2,500 Month Maximum 90 Calendar Days – Modified Fill Pre Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcoholism/Drug Waiver - Two Year Limitation Mental/Nervous Waiver - Two Year Limitation Adult Immunization Two Year Own Occupation
Negotiated Life	\$15,000 With AD&D
Vision	VSP-2
Delta Dental	80/80/80 (\$1,200 max) Class IV 80 (800 max). \$2000 Maximum for Class I & II

The Board shall not make premium contributions toward any benefits which are unlawful or may result in a penalty to the District.

MESSA PAK SUMMARY

PLAN A – For employees electing MESSA Choices II health insurance.

PLAN B – For employees not electing health insurance.

PLAN C - For employees electing MESSA ABC Plan health insurance.

The board will contribute 80% of the Choices II PAK rate each year of the agreement.

Teachers shall contribute 20% for their insurance.

BASE		34,677							2012-13	
BA+ Attainment of a permanent certificate, continuing certificate, or professional certificate										
MA + 30 graduate hours beyond the master's degree										
STEP	BA Schedule		BA + Schedule		MA Schedule		MA + Schedule			
	Index	Salary	Index	Salary	Index	Salary	Index	Salary		
30-above			1.76	61,032	1.93	66,927	1.99	69,007		
26-29			1.715	59,471	1.885	65,366	1.945	67,447		
22-25			1.670	57,911	1.84	63,806	1.90	65,886		
16					1.795	62,245	1.855	64,326		
15					1.726	59,853	1.77	61,378		
14			1.625	56,350	1.66	57,564	1.71	59,298		
13			1.54	53,403	1.59	55,136	1.65	57,217		
12			1.48	51,322	1.54	53,403	1.60	55,483		
11			1.43	49,588	1.50	52,016	1.55	53,749		
10			1.38	47,854	1.45	50,282	1.50	52,016		
9			1.33	46,120	1.40	48,548	1.45	50,282		
8			1.28	44,387	1.36	47,161	1.40	48,548		
7	1.20	41,612	1.24	42,999	1.32	45,774	1.36	47,161		
6	1.16	40,225	1.20	41,612	1.28	44,387	1.32	45,774		
5	1.12	38,838	1.16	40,225	1.24	42,999	1.28	44,387		
4	1.08	37,451	1.12	38,838	1.20	41,612	1.24	42,999		
3	1.04	36,064	1.08	37,451	1.16	40,225	1.20	41,612		
2	1.00	34,677	1.04	36,064	1.12	38,838	1.16	40,225		
1	1.00	34,677	1.04	36,064	1.12	38,838	1.16	40,225		

ADDENDUM C

BASE	34677		2012-13			
Position	1st Index	Salary	3rd Index	Salary	5th Index	Salary
Head Football	0.170	\$ 5,895	0.180	\$ 6,242	0.190	\$ 6,589
Assistant Football	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
Assistant Football	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
J.V. Football	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
Asst JV Football	0.083	\$ 2,878	0.088	\$ 3,052	0.093	\$ 3,225
JH Football	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
JH Football	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
Girls Head Basketball	0.170	\$ 5,895	0.180	\$ 6,242	0.190	\$ 6,589
JV Girls Basketball	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
MS Girls Basketball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
MS Girls Basketball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
9th Grade Girls Basketball	0.085	\$ 2,948	0.090	\$ 3,121	0.095	\$ 3,294
Boys Basketball	0.170	\$ 5,895	0.180	\$ 6,242	0.190	\$ 6,589
Asst. Boys Basketball	0.089	\$ 3,086	0.094	\$ 3,260	0.099	\$ 3,433
JV Boys Basketball	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
9th Grade Boys Basketball	0.085	\$ 2,948	0.090	\$ 3,121	0.095	\$ 3,294
Varsity Wrestling Coach	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
MS Wrestling Coach	0.051	\$ 1,769	0.054	\$ 1,873	0.057	\$ 1,977
MS Boys Basketball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
MS Boys Basketball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
MS Basketball Assistant	0.051	\$ 1,769	0.054	\$ 1,873	0.057	\$ 1,977
Elementary Basketball	0.120	\$ 4,161	0.127	\$ 4,404	0.134	\$ 4,647
Cross Country	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
Head Volleyball	0.170	\$ 5,895	0.180	\$ 6,242	0.190	\$ 6,589
JV Volleyball	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
9th Grade Volleyball	0.085	\$ 2,948	0.090	\$ 3,121	0.095	\$ 3,294
MS Volleyball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
MS Volleyball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
MS Volleyball	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
Golf	0.119	\$ 4,127	0.126	\$ 4,369	0.133	\$ 4,612
Head Boys Track	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
Head Girls Track	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
Asst Track	0.089	\$ 3,086	0.095	\$ 3,294	0.099	\$ 3,433
MS Boys Track	0.051	\$ 1,769	0.054	\$ 1,873	0.057	\$ 1,977
MS Girls Track	0.051	\$ 1,769	0.054	\$ 1,873	0.057	\$ 1,977
Head Baseball	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
Asst Baseball	0.089	\$ 3,086	0.095	\$ 3,294	0.099	\$ 3,433
JV Baseball	0.089	\$ 3,086	0.095	\$ 3,294	0.099	\$ 3,433
Head Softball	0.128	\$ 4,439	0.135	\$ 4,681	0.142	\$ 4,924
Asst Softball	0.089	\$ 3,086	0.095	\$ 3,294	0.099	\$ 3,433
JV Softball	0.089	\$ 3,086	0.095	\$ 3,294	0.099	\$ 3,433
Varsity Cheerleader	0.068	\$ 2,358	0.072	\$ 2,497	0.076	\$ 2,635
JV Cheerleader	0.042	\$ 1,456	0.044	\$ 1,526	0.046	\$ 1,595
MS Cheerleader	0.012	\$ 416	0.0125	\$ 433	0.0135	\$ 468
MS Cheerleader	0.012	\$ 416	0.0125	\$ 433	0.0135	\$ 468

POSITION	BASE INDEX	34677 SALARY	2012-13 Addendum D POSITION	INDEX	SALARY
EL CHAIR -K	0.0200	\$694	HS Yearbook	0.0500	\$1,734
EL CHAIR-1	0.0200	\$694	HS English Chair	0.0200	\$694
EL CHAIR-2	0.0200	\$694	HS Math Chair	0.0200	\$694
EL CHAIR -3	0.0200	\$694	HS Science Chair	0.0200	\$694
EL CHAIR-4	0.0200	\$694	HS Soc Studies Chair	0.0200	\$694
EL CHAIR-5	0.0200	\$694	HS Special Ed Chair	0.0200	\$694
EL Chair El Spec ED-North	0.0200	\$694	HS Ind Arts Chair	0.0300	\$1,040
EL Chair EL Spec ED-South	0.0100	\$347	HS Weightroom	0.0350	\$1,214
		\$0	HS Static Advisor	0.0150	\$520
At Risk Coordinator South	0.0100	\$347	HS WYO	0.0100	\$347
At Risk Coordinator North	0.0100	\$347			
Computers-North	0.0400	\$1,387	MS 6th Chair	0.0200	\$694
Musical-South	0.0100	\$347	MS 7th Chair	0.0200	\$694
Musical-North	0.0100	\$347	MS 8th Chair	0.0200	\$694
North Student Council	0.0250	\$867	MS Student Council	0.0250	\$867
South Student Council	0.0250	\$867	MS Variety Show	0.0350	\$1,214
			MS Variety Show Asst	0.0200	\$694
Accompanist	0.0500	\$1,734	MS Yearbook	0.0100	\$347
Auditorium Director	0.0250	\$867	MS WYO	0.0100	\$347
HS Band	0.1000	\$3,468	MS Special Ed. Chair	0.0200	\$694
HS Choir	0.0750	\$2,601	MS Honor Club	0.0100	\$347
Non Wea FR Class Advisor	0.0150	\$520	MS Quiz Bowl	0.0100	\$347
Non Wea FR Class Advisor	0.0150	\$520			
WEA Freshman Class Advisor	0.0200	\$694	K-12 Chair-Council	0.0200	\$694
WEA Freshman Class Advisor	0.0200	\$694	K-12 Clubs (6)	0.0100	\$347
Non WEA Soph Class Advisor	0.0150	\$520	K-12 Mentor	0.0200	\$694
Non WEA Soph Class Advisor	0.0150	\$520	Building S.I. Chair (4)	0.0200	\$694
WEA Soph Class Advisor	0.0200	\$694	K-12 Dual Building	0.0075	\$260
WEA Soph Class Advisor	0.0200	\$694	HS Science Olympiad	0.0200	\$694
Non WEA JR Class Advisor	0.0250	\$867	MS Sci. Olympiad (3)	0.0100	\$347
Non WEA JR Class Advisor	0.0250	\$867	N. Sci. Olympiad (3)	0.0100	\$347
WEA Junior Class Advisor	0.0350	\$1,214	School Store (North)	0.0125	\$433
WEA Junior Class Advisor	0.0350	\$1,214	School Store (MS)	0.0100	\$347
Non WEA SR Class Advisor	0.0250	\$867	Band Camp	0.0400	\$1,387
Non WEA SR Class Advisor	0.0250	\$867	Web Page Authoring (4)	0.0250	\$867
WEA Senior Class Advisor	0.0300	\$1,040			
WEA Senior Class Advisor	0.0300	\$1,040			
HS Media Productions	0.0250	\$867			
Hs National Honor Society	0.0150	\$520			
HS Dance Advisor	0.0250	\$867			
HS Quiz Bowl	0.0350	\$1,214			
HS Student Council	0.0350	\$1,214			
HS Fine Arts Director	0.0870	\$3,017			
HS Fine Arts Asst.	0.0500	\$1,734			
HS Fine Arts Asst.	0.0500	\$1,734			
HS Fine Arts Asst.	0.0500	\$1,734			

New positions may be created when
(1) description of duties is written and
(2) principal & supt. Give approval.
Compensation will be set consistent with
above.