

MASTER AGREEMENT

BETWEEN THE

WATERSMEET TOWNSHIP
BOARD OF EDUCATION

AND THE

WATERSMEET
EDUCATION ASSOCIATION

2013-2015

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This Agreement entered into this 28th day of June, 2013, 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 I
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. All dates contained herein shall change corresponding to the relevant years of this contract.

ARTICLE II
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 his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his 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 someone designated by him, 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 discipline and/or demotion of teachers shall be subject to Michigan Law as it relates to anything that is not arbitrary or capricious. For purposes of this agreement:
An arbitrary action is "fixed or done capriciously, or at pleasure; without adequate determining principle; not founded in the nature of things; nonrational; not done or acting according to reason or judgement; without fair, solid and substantial good reason; without good reason based on the law; not governed by any fixed rule or standard". Furthermore, it is understood that the Arbitrary and Capricious Standard referenced throughout this

contract will be a deliberate, principled reasoning process based on evidence which is obtained from a thorough, timely investigation.

F. The Association may bargain a retirement package on behalf of an individual member.

ARTICLE III

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. 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 IV

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.

Time will be added, if necessary, during the course of this Agreement to address State requirements.

3. 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

4. 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.

5. 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.

6. On days of home games, teachers with game assignments will be allowed to leave school at the end of the school day.

ARTICLE V

Teacher Loads and Assignments

- A. The weekly 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 assigned. These loads are to be set up and agreed upon by the elementary teachers and administration.
- B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training whenever possible.
- C. All teachers shall have a duty-free lunch period.

ARTICLE VI

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 \$3,000 per entire year and pro-rated for duration greater than one month and less than one year. The \$3,000 payment shall be reduced to \$2,500 for the 2014-15 school year and thereafter.

ARTICLE VII

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 may have had under this Agreement prior to such transfer to supervisory and executive status.
- B. If a teacher within the system applies for a position for which he is qualified and certified, he shall be selected for that position. If more than one teacher within the system applies for a position, and each is qualified and certified for that position, the Board of Education shall select the most senior teacher. For purposes of this Agreement, qualified shall be defined as certified and, where required by ESEA, "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 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 VIII
Leaves of Absence

A. The following rules and regulations govern sick leave and leave of absence.

1. DEFINITIONS

A. **Sick Leave** is defined to mean the absence of any teacher from his or duty because of illness, injury, disability or quarantine; also death or serious illness in the immediate family.

B. **Immediate family** shall be defined to mean husband, wife, children, father, mother, sister, and brothers, regardless of resident. It may also be construed to mean any other relative member of the family unit living in the same household no matter what the degree of relationship. This also includes grandparents.

C. **In laws** shall be defined to mean father, mother, sister and brother, of husband or wife of employee, spouse of a child, also husband or wife of brother or sister. This also includes grandparents of husband or wife.

2. SICK LEAVE

Teachers of the Watersmeet Township School District are entitled to leave of absence on account of personal illness, injury, disability, quarantine and death or serious illness in the immediate family, with the following provisions for time and salary payment.

A. Full salary will be paid for twelve (12) days sick leave for each year of service. Said twelve (12) days are to be credited at the beginning of each school year. All unused sick leave shall accumulate up to a maximum of 180 days for 2013-2014. Sick leave for part-time employees shall be proportionate to the time served. The policy is construed to be retroactive to the maximum for present employees depending upon their years of service.

B. Injury: An employee sustaining injury in the course of Board of Education employment shall be eligible for sick leave benefits, 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. Unused Sick Leave: Any teacher employed in this district for a minimum of ten (10) years shall receive upon retirement from this school district, compensation for each unused sick leave day, up to a maximum of 180 days for 2013- 2014. Compensation shall be figured by taking .09% (.0009) of the person's highest annual salary and multiplying this

number by the number of sick leave days coming. 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 and such payment shall not be available to employees who defer their retirement to continue employment elsewhere.

E. 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. All employees with a temporary disability must get a doctor's approval to continue 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 his designate.

F. Maternity is considered a disability. It is available to female employees under the sick leave policy of this contract.

3. NON-CUMULATIVE 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.

A. 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.

B. Leaves may be granted for answering court summons and serving on community sponsored projects.

C. Employees must make proper application to the Superintendent of the school for absences for above purposes.

D. Discretion of the Superintendent is to determine length of time and validity of above leaves or any leaves not contained in the above.

4. LEAVE OF ABSENCE WITHOUT PAY

Extended leave of absence may be granted by the Board of Education for professional study, sickness, disability, convalescence or military duty. The teacher shall be reinstated to her former position of employment and proper step and status of the Master Contract.

A. Any employee may, upon proper application to the Superintendent of Schools and approval of the Board of Education, be granted an extended leave of absence.

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.

5. ADMINISTRATIVE RULES

The Superintendent of Schools is charged with the responsibility for the uniform administration of this sick leave policy.

A. All sick leave benefits for less than five (5) days must be claimed immediately after termination of the period of disability 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. 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.

B. All teachers shall elect, from among themselves, three (3) members to serve on a continuous committee. This group will work with the Superintendent in interpreting any sick leave not covered by this policy with final approval of the Board of Education.

C. 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 Board approval before such sick leave shall be granted.

D. **Death in the Family:** Absence without loss of salary shall be allowed for a period not to exceed three (3) days upon death of a member of the immediate family. Said time will not be charged to the cumulative reserve. Any reasonable additional time may be granted upon the discretion of the Superintendent.

E. **Illness in the Family:** Absence without loss of salary shall be allowed for a period of five (5) days upon an accident or serious illness of a member of the immediate family where said member is hospitalized or under a doctor's care at the home and no other arrangements are possible. The need for a relative to secure dental care or to obtain eye glasses are not considered sufficient reasons for an employee's absence under this sick leave policy. Time to be charged to the cumulative reserve.

F. **Death of In-Laws:** Absence without loss of salary shall be granted for a period of one (1) day upon death of an in-law. Any additional leave shall be granted at the discretion of the Superintendent. In both instances such time will be charged to the cumulative reserve.

G. **Emergency/Personal Business:** 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 accumulative and are not charged against the cumulative reserve. The teacher will be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

Flagrant violations of this agreement would be cause for negotiations toward cancellation of the privilege of personal leave. 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. A verbal request will be considered if an emergency is of a nature to make advance request impossible.

1. If a bargaining unit member was absent for a part of a day due to an emergency, a full hour would be charged against the personal business day allowed for the year for each hour and/or fraction of an hour to be accumulated up to six (6) hours for a day, after which accumulation maximum there would be a pay dockage. After the end of a year, a half day would be charged against cumulative leave for any amount up to three (3) hours and a whole day, six (6) hours for any amount from 4 to 6 hours thus used.
2. The same would apply against leave for serious illness in the family, but in its own category.
3. The same would apply to sick leave of personnel, but in its own category.
4. In all cases, except in the case of car trouble, the administration is to be notified by 7:30 a.m. of the day the absence occurs. If not, no allowance will be made.
2. Teacher called for jury duty will receive regular pay. It being understood that teacher will report for teaching duty when presence is not required at the courthouse. Jury duty checks (less mileage) will be signed over to the school district.

B. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness. Upon return from sick leave, a teacher shall be assigned to the position he held prior to the sick leave or to another position for which he is qualified providing his leave has not exceeded two (2) years. After two (2) years, (this includes one's total sick leave) he will be assigned to the first opening for which he is qualified and certified. Such leave of absence must be requested by the teacher in writing after sixty (60) days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to March 25.

ARTICLE IX

Insurance Protection

- A. The teacher insurance plan shall be MESSA Choices 2 (\$300-\$600 deductible, \$20 office visit co-pay, and the \$10/\$20 Rx Drug co-pay). 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.

The Union may elect to change coverage(s) to lower the employee share of premium costs.

- 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 each May once the new insurance rates are known. In the event the Board elects the hard cap option, the cap shall be adjusted each July 1, as provided for in the Act.
- 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 90% 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 90% 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 90% 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 \$420 per month for the 2013-14 contract year coverage for other MESSA options or towards an annuity program. Any full-time teacher within the system who declines coverage under the hospitalization plan in Section A may apply \$375 per month for the 2014-15 contract year 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.

The cash value of the option in lieu of health insurance shall be limited to 90% of the annual cost of the MESSA Choices II single subscriber rate.

ARTICLE X

Teacher Effectiveness

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The primary purpose of determining teacher effectiveness is to assist and help teachers improve their instructional capabilities.
- B. The teaching effectiveness of Probationary and Tenured Teachers will be determined in accordance with the revised (2011) Michigan Teacher Tenure Act.
- C. The Superintendent and/or Principal will be involved in determining the teaching effectiveness of bargaining unit members.

ARTICLE XI

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.
- 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. No teacher shall be laid off because of necessary reduction in personnel for any school year unless the teacher has been notified of the layoff at least sixty (60) days prior to the last teaching day of the previous school year.
- G. In the event of a reduction in personnel, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be retained. If two or more people meet the above criteria, the one with the longest period of continuing tenure shall be retained.
- H. Recall of teachers shall be in the inverse order of layoff, i.e. those laid off last will be recalled first provided, however, that a teacher in order to be reassigned shall be certified and qualified. The Board will tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification. A teacher shall maintain recall rights equal to the greater of two (2) years or the number of years said teacher has been

employed by the Watersmeet Township School District. A tenured teacher shall be guaranteed a minimum of three years of recall rights per the Michigan Teacher Tenure Act.

- I. 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 XII

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 XIII
Grievance Procedure

A. Definitions:

1. A grievance shall be a complaint which has been reduced to a written statement of the 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.

The grounds for dismissal and the dismissal of probationary teachers shall not be subject to the grievance procedures as established herein.

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 school is in session.

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 with an alleged grievance shall first discuss the matter with the Association. If the Association concurs a grievance exists, move to Section C.2.
2. The teacher with a grievance will discuss the matter with the Superintendent within five (5) school days of the alleged violation either individually or with an Association representative, with the object of resolving the matter informally. The Superintendent shall make his written decision known within three (3) days.
3. If the grievance is not resolved by the Superintendent, it shall be referred to the Board of Education to be disposed of in a mutually satisfactory manner within five (5) days after discussion.
4. In case a decision is then not reached, either party has the right to invoke the arbitration machinery of the American Arbitration Association. 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.

5. If the aggrieved teacher or teachers do not file a grievance in writing with the Superintendent or other designated Board representative within five (5) school days after the occurrence, then the grievance shall be considered waived. Also, any grievance not advanced to the next step by the Association within five (5) working days, shall be deemed abandoned.

D. Rights to Representation:

1. The teacher with the grievance may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or person. Provided, further; when a teacher is not represented by the Association, 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 in interest of his Association or any other participants in the procedures set forth herein by reason of such participation.

ARTICLE XIV

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 XV

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. The Board of Education shall set the opening day of school. The calendar shall provide for a maximum of 181 days of which 180 days of instruction must be provided for the children, except for Acts of God. One day shall be for professional development as determined by the administration. 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 can cover it. 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. The Board shall provide for payroll deductions of Association dues. Dues shall be deducted on a monthly basis for ten (10) months, provided the teacher signs a payroll authorization from allowing such deductions; this begins January 1, 1984.
- H. 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.

- I. The school calendar shall be based on 181 workdays. In the event that this is increased, the per diem compensation for the increased number of days shall be negotiated.
- J. The Board agrees to review with the Association the impact of placing medically fragile and/or mainstreamed students in a regular classroom.
- K. 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.
- L. When an absent teacher's class is assigned to another teacher, the receiving teacher will be compensated at the substitute teaching hourly rate.
- M. 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 M, shall immediately be considered null and void and shall be deleted from this collective bargaining agreement.

ARTICLE XVI

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 under the Arbitrary and Capricious Standard or who does not possess a valid teaching certificate, shall not be eligible for the incentive as provided for above.

ARTICLE XVII

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 teacher effectiveness and student issues including but not limited to curriculum and discipline.

ARTICLE XVIII

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 without compensation.
 - 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.

ARTICLE XIX

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 XX

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 \$5,000 during any year. The fund shall be non-cumulative. Reimbursement shall be subject to the following criteria:
1. Reimbursements shall not apply towards the first 18 credits earned beyond a Bachelors Degree.
 2. To qualify for reimbursement, credits must be graduate credits in an approved program or in approved courses which will enhance their teaching ability in the Watersmeet Township School District.
 3. CEU's which can be applied as graduate credit will also be reimbursed.
 4. To qualify for reimbursement, the teacher must receive a passing grade and provide a copy of the grade slip to the District.
 5. Reimbursement shall be limited to a maximum of \$500.00 per approved credit hour.
 6. Reimbursement shall be prorated (divided equally among qualifying staff) if the total payout would exceed the \$5,000 maximum.
 7. 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 doesn't accept a job in another school district prior to September 1 of the affected year.
 8. Reimbursement for the preceding year shall be in October each year. For example, reimbursements for the 2012-2013 school year shall be in October, 2013.

ARTICLE XXI
Unenforceable Contract Provisions

- A. The parties to the Master Agreement understand that recent modifications to Michigan Law have identified former topics of negotiation that are now “prohibited subjects of bargaining” under the Public Employee Relations Act (P.E.R.A) or other statutes.
- B. For purposes of this Master Agreement the parties agree that certain provisions of the contract address the prohibited subjects of bargaining and are therefore unenforceable.
- C. The Association agrees that for purposes of this Master Agreement, unenforceable shall be defined to mean:
 - 1) Not subject to the grievance procedure contained in this contract
 - 2) Not subject to mediation
 - 3) Not subject to arbitration and/or fact finding
 - 4) Not subject to judicial review
 - 5) Are within the sole discretion of the public employer to decide unless the Act specifies teacher input is permissible
- D. The following articles and sections (provisions) of the contract shall be deemed unenforceable:
 - 1) Article 5 Section B
 - 2) Article 7 Section B
 - 3) Article 11 Section F
 - 4) Article 11 Section G
 - 5) Article 11 Section H
 - 6) Article 16 Section A
 - 7) Article 16 Section B
- E. The parties further understand that the concept of unenforceable provisions may be in constant flux as a result of legislative action or judicial review. Accordingly, as such actions or rulings impact the provisions of Section D above, the articles and sections impacted may be added to or deleted from the list of provisions.

Should any of the language referenced in Section D above no longer be considered prohibited, said language will immediately become enforceable again.

ARTICLE XXII

Duration of Agreement

This Agreement shall be effective as of January 1, 2013, and shall continue in effect until July 31, 2015. 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**

December 1, 2012

<i>STEP</i>	<i>BS</i>	<i>MS</i>
<i>Increment</i>	<i>(1,758)</i>	<i>(1,870)</i>
0	36,281	38,572
1	38,039	40,442
2	39,797	42,312
3	41,555	44,182
4	43,313	46,052
5	45,071	47,922
6	46,829	49,792
7	48,587	51,662
8	50,345	53,532
9	52,103	55,402
10	53,861	57,272
11	55,619	59,142
12	57,377	61,012
13	59,135	62,882
14		64,752

Longevity

15	61,493	67,295
20	63,268	69,184
25	65,044	71,073

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.

Freeze for Jan 1, 2013 to Aug 31, 2013.

**WATERSMEET EDUCATION ASSOCIATION
SALARY SCHEDULE**

September 1, 2013

<i>STEP</i>	<i>BS</i>	<i>MS</i>
<i>Increment</i>	<i>(1,758)</i>	<i>(1,870)</i>
<i>0</i>	<i>36,381</i>	<i>38,672</i>
<i>1</i>	<i>38,139</i>	<i>40,542</i>
<i>2</i>	<i>39,897</i>	<i>42,412</i>
<i>3</i>	<i>41,655</i>	<i>44,282</i>
<i>4</i>	<i>43,413</i>	<i>46,152</i>
<i>5</i>	<i>45,171</i>	<i>48,022</i>
<i>6</i>	<i>46,929</i>	<i>49,892</i>
<i>7</i>	<i>48,687</i>	<i>51,762</i>
<i>8</i>	<i>50,445</i>	<i>53,632</i>
<i>9</i>	<i>52,203</i>	<i>55,502</i>
<i>10</i>	<i>53,961</i>	<i>57,372</i>
<i>11</i>	<i>55,719</i>	<i>59,242</i>
<i>12</i>	<i>57,477</i>	<i>61,112</i>
<i>13</i>	<i>59,235</i>	<i>62,982</i>
<i>14</i>		<i>64,852</i>

Longevity

<i>15</i>	<i>61,593</i>	<i>67,395</i>
<i>20</i>	<i>63,368</i>	<i>69,284</i>
<i>25</i>	<i>65,144</i>	<i>71,173</i>

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.

Effective Sept 1, 2013 a Full Step will be given to all eligible employees. For those employees not "stepping" an Off Schedule lump sum payment of \$1000 will be added to their regular paycheck on the second (2nd) pay period in May, 2014.

WATERSMEET EDUCATION ASSOCIATION
SALARY SCHEDULE
September 1, 2014

<i>STEP</i>	<i>BS</i>	<i>MS</i>
<i>Increment</i>	<i>(1,776)</i>	<i>(1,888)</i>
<i>0</i>	<i>36,746</i>	<i>39,059</i>
<i>1</i>	<i>38,522</i>	<i>40,947</i>
<i>2</i>	<i>40,298</i>	<i>42,835</i>
<i>3</i>	<i>42,074</i>	<i>44,723</i>
<i>4</i>	<i>43,850</i>	<i>46,611</i>
<i>5</i>	<i>45,626</i>	<i>48,499</i>
<i>6</i>	<i>47,402</i>	<i>50,387</i>
<i>7</i>	<i>49,178</i>	<i>52,275</i>
<i>8</i>	<i>50,954</i>	<i>54,163</i>
<i>9</i>	<i>52,730</i>	<i>56,051</i>
<i>10</i>	<i>54,506</i>	<i>57,939</i>
<i>11</i>	<i>56,282</i>	<i>59,827</i>
<i>12</i>	<i>58,058</i>	<i>61,715</i>
<i>13</i>	<i>59,834</i>	<i>63,603</i>
<i>14</i>		<i>65,491</i>

Longevity

<i>15</i>	<i>62,211</i>	<i>68,071</i>
<i>20</i>	<i>64,003</i>	<i>69,978</i>
<i>25</i>	<i>65,797</i>	<i>71,887</i>

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
2013-2014**

There shall be no increase in the extra duty compensation schedule from the 2012-2013 schedule for the duration of this agreement.

**EXTRA DUTY COMPENSATION
2013-2014**

ACTIVITY	2013-14
<i>Drama</i>	\$828
<i>Sr. Class Advisor</i>	\$612
<i>Jr. Class Advisor</i>	\$491
<i>Sophomore Advisor</i>	\$358
<i>Freshman Advisor</i>	\$358
<i>8th Grade Advisor</i>	\$224
<i>7th Grade Advisor</i>	\$224
<i>Cheerleader Advisor</i>	\$621
<i>Boys' Varsity Basketball Coach</i>	\$4,413
<i>Girls' Varsity Basketball Coach</i>	\$4,413
<i>Boys' Jr. Varsity Basketball Coach</i>	\$2,159
<i>Girls' Jr. Varsity Basketball Coach</i>	\$2,159
<i>Boys' Junior High Basketball Coach</i>	\$1,584
<i>Girls' Junior High Basketball Coach</i>	\$1,584
<i>Elementary Boys' & Girls' Basketball</i>	\$542
<i>High School Volleyball</i>	\$2,066
<i>Boys' H.S. Track Coach</i>	\$1,128
<i>Girls' H.S. Track Coach</i>	\$1,128
<i>Boys' Jr. High Track Coach</i>	\$481
<i>Girls' Jr. High Track Coach</i>	\$481
<i>Golf Coach</i>	\$1,067
<i>Yearbook Advisor</i>	\$923
<i>Jr. Class Prom Advisor</i>	\$286
<i>Ticket Seller per night</i>	\$34.24

<i>Ticket Taker per night</i>	<i>\$30.08</i>
<i>Score Keeper-Varsity</i>	<i>\$34.39</i>
<i>Score Keeper-Jr. Varsity</i>	<i>\$27.07</i>
<i>Time Keeper-Varsity</i>	<i>\$35.47</i>
<i>Time Keeper-Jr. Varsity</i>	<i>\$27.07</i>
<i>Hall Duty</i>	<i>\$32.22</i>
<i>Gifted and Talented Coordinator</i>	<i>\$465</i>

The following activities are inactive: Sr. High Forensics, Jr. High Forensics, H.S. Cross Country Coach, School Paper Advisor, Chaperones.

This contract signed this _____ day of _____, 2013.

FOR THE WATERSMEET EDUCATION ASSOCIATION:

PRESIDENT

VICE PRESIDENT

SECRETARY-TREASURER

FOR THE WATERSMEET BOARD OF EDUCATION:

PRESIDENT

SECRETARY

TREASURER

**LETTER OF UNDERSTANDING
BETWEEN THE
WATERSMEET TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
WATERSMEET EDUCATION ASSOCIATION**

Effective with the ratification of this agreement:

1. Article 16, Professional Fees, shall be deleted in its entirety from the Collective Bargaining Agreement.
2. Affected Article numbers shall be adjusted as necessary to reflect the deletion. (i.e. Article 18 shall become Article 15, etc.)
3. The Professional Fees Article shall be placed in abeyance for a period of not less than 3 years, or more than 7 years while any pending litigation works its way through the judicial system or any legislative modifications are enacted.
4. In the event a court of competent jurisdiction overturns the current law, or the legislature repeals or modifies said law, the Professional Fees Article will immediately be added back into the Master Agreement to the extent permitted by law.
5. It is expressly understood that once the 7 year window expires, this Letter of Understanding shall become null & void and shall expire.