MASTER AGREEMENT

between the

WATERSMEET TOWNSHIP BOARD OF EDUCATION

and the

WATERSMEET EDUCATION ASSOCIATION

2024-2027

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

WITNESSETH

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

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

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

ARTICLE 1

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full-time and part-time certified teaching personnel, including the guidance counselor, non-certified/permitted teachers, as defined herein, 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. Non-certified/permitted teachers shall be defines as teachers who are hired by the district to fill a vacated position in the bargaining unit. The term does not apply to individuals hired as daily substitutes to cover in the absence of a regularily scheduled certified or non-certified/permitted teacher.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all full-time and part-time certified teaching personnel shall have the purpose of engaging in collective bargaining or negotiation. As a duly elected body, exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by Act 379 and that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or Agreement with respect to any terms or conditions of employment.

B. Nothing in this Agreement shall be construed to deny or restrict to any teacher, rights they may have under the General Michigan School Laws.

C. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable Sate or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

D. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

E. Sexual Harassment

1. Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this Agreement. Please refer to NEOLA Policies regarding sexual harassment. Policy Number:_____

F. Reasonable Accommodation of Disabled Employees

1. A reasonable accommodation may include, but is not limited to:

   a. accessibility of district facilities;
   b. job restructuring;
   c. part-time or modified work schedules;
   d. acquisition or modification of equipment or devices;
   e. the provision of readers or interpreters; or
   f. other similar actions.

2. The Employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
3. A specific plan of accommodation proposed by an affected employee and the Association which is reasonable will be accepted by the Employer.
4. An accommodation will not violate any of the provisions of this Agreement (bumping, seniority, etc.) without authorization by the Employer and the Association.
5. In determining whether a proposed accommodation is reasonable and not an undue hardship, the Employer will look to the factors set forth in the Americans with Disabilities Act (ADA) and §504 of the Rehabilitatin Act of 1973.

G. Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer shall reimburse any bargaining unit employee up to $1,000.00 during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such and was not occasioned by the negligence of the bargaining unit employee.

H. All bargaining unit employees shall be treated fairly and equitably.

ARTICLE 3

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The President or alternate of the Association shall be released from regular duties for the purpose of participating in area, regional, or state meetings of the Michigan Education Association. These meetings are not to exceed a total of three (3) school days per year. The Association will pay for a substitute teacher. The teacher or Association shall notify the Superintendent in writing at least one (1) week prior to the meeting.

C. Prior Military Experience: For salary purposes, when hiring "new" bargaining unit members, a maximum of 5 years of service in the armed Forces shall be considered equivalent to 5 years of teaching experience in the Watersmeet Public Schools. During the onboarding process, in no instance shall the combined credit for teaching outside the Watersmeet Area Schools and service in the Armed Forces exceed the actual years of experience in these fields.

D. The initial permitting/renewal permitting paperwork for non-certified instructional employees is the responsibility of the administration of the Watersmeet Township School District. Non-certified/permitted teachers shall cooperate with thew District in providing information necessary to obtain proper permitting. Non-certified/permitted teachers shall be held harmless from loss of pay/benefits fore District's failure to seek proper permiting.

E. Non-certified instruction employees shal be hired, placed, and remain on step 0 of the Master Agreement until they receive their Michigan certification. All other contractual benefits shall be granted.

F. When a teacher is absent, the administration shall make every effort to find a substitute.

G. The Board in its discretion may grant new employees up to fourteen (14) years of credit on the Salary Schedule set forth in Appendix B for prior teaching experience or related work experience. Board also has the discretion to offer up to $5,000 for moving expenses/contract buyout/etc. A 3-year commitment would be tied to this arrangement.

ARTICLE 4

Teaching Hours

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

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

a.m.:	8:10 a.m.	to	11:15 a.m.
lunch:	11:15 a.m.	to	11:45 a.m.
p.m.	11:45 a.m.	to	3:00 p.m.

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

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

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

   a. Twenty (20) minute recess except that, where necessary in order to meet instructional hour requirements, elementary (K-4) teachers may be assigned and scheduled to perform recess duty on a rotating basis. The need for teachers to perform recess duty will be revisited annually and alternative methods of covering recess will be explored.
   b. 30 minute duty-free lunch
   c. At least 250 minutes of prep per week to average 50 minutes per day, including recesses

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

Period 1:	8:10 a.m.	to	9:02 a.m.
Period 2:	9:05 a.m.	to	9:57 a.m.
Period 3:	10:00 a.m.	to	10:52 a.m.
Period 4:	10:55 a.m.	to	11:47 a.m.
Lunch:	11:50 a.m.	to	12:20 p.m.
Period 5:	12:23 p.m.	to	1:15p.m.
Period 6:	1:18p.m.	to	2:10 p.m.
Period 7:	2:13 p.m.	to	3:05 p.m.

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

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

ARTICLE 5

Teacher Loads and Assignments

A. The daily teaching load in the high school **will** not exceed six (6) class periods which may include one (1) guided study. In the elementary grades, equivalent teaching loads will be consistent among teachers.

B. **All** teachers shall have a duty-free lunch period.

ARTICLE 6

Teaching Conditions - Class Size

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

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

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

B. Multi-level shall be defined as a K-6 combined classroom where two (2) separate grade levels are taught by the same teacher in the same classroom. K-6 multi-level teachers shall, receive additional compensation of $17,000 (gross) for the entire year and pro-rated for duration greater than one month and less than one year proportionally. This is to be paid in equal installments with normal biweekly payroll.

ARTICLE 7

Teacher Placement – Vacancies/Transfers

The Superintendent or designee decides placement decisions when vacancy exists and when a posting is made. Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Consistent with the Revised School Code Section 1248, PERA Section 15(2) the Superintendent/designee has the authority to assign, transfer and direct employees. Only when there remain open positions after all teachers have been assigned is there a vacancy that must be posted. In all cases, management is not permitted to exercise its authority in an arbitrary, capricious, or discriminatory manner.

Teacher placement decisions are made by the Superintendent or designee in their discretion based on the following clear and transparent factors as required under Revised School Code Section 1248:

Teacher placement decision will be made by the Superintendent or designee at the discretion based on the following clear and transparent factors:

A. Staffing the curriculum with the most effective and qualified Teachers to instruct the application courses, grades, and school schedule. Teachers who have successfully completed one full school year may request a transfer at the end of that school year to any open position that they are certified and qualified to teach.

   Definition of "Transfer": A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-8, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc.

   Voluntary Transfers: A request for a transfer may be made at any time in writing to the Superintendent with a copy to the Association. The request shall specify the school, grade, and subject/position sought. The Superintendent may consider the requested transfer. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is reassigned or eliminated. Involuntary Transfer: Under PERA Section 15(2) A public school employer has the responsibility, authority and right to manage and direct on behalf of the public the operations and activities of the public school under its control. This includes the authority to assign, transfer and direct employees.

B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

C. Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.

   Definition of "Vacancy": A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such

positions currently filled but anticipated to be open in the future.
Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

Notification (Posting) of Vacancies and Application: Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee and posted externally using a consistent format determined by the Superintendent. Positions as described above shall be posted at least ten (10) school days prior to being filled.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via school email to all bargaining unit employees and externally, using a consistent format as determined by the Superintendent, all vacancies as above described. Positions so posted shall remain posted at least ten (10) calendar days (unless otherwise agreed upon) prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

D. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office and the MDE on-line Educator Certification System, including:

   i. Credentials needed for District, school, or program accreditation.
   ii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
   iii. Length of service in a grade level(s) or subject area(s);

   iv. Grade level credit for teaching in grades Pre-K through 8 shall count towards any "elementary vacancy."
   v. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.; Math, Science, English, Social Studies, etc.)
   vi. Recency of relevant and comparable teaching assignments.
   vii. Previous effectiveness ratings.
   viii. Disciplinary record, if any.

E. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

F. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

G. EXTRA DUTY POSITIONS

All Extra Duty Compensation positions held by non-bargaining unit members shall be posted internally annually. Should a substantially more qualified bargaining unit member apply for a position, he/she shall be selected for the position. If no qualified bargaining unit member applies, the District may post the position externally.

In all cases, management is not permitted to exercise authority in an arbitrary, capricious or discriminatory manner.

ARTICLES 8

Leaves of Absence

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

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

1. DEFINITIONS

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

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

B. Unpaid Leave includes the following sub-categories.

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

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

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

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

2. CUMULATIVE PAID LEAVE

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

A. Illness: Leave days used for illness shall be used in increments of a half(½) hour. All unused sick leave shall accumulate up to a maximum of 180 days. Sick leave for part-lime employees shall be proportionate to the time served.

B. J.Dill.ty: An employee sustaining Injury in the course of Board of Education employment shall be eligible for sick leave-provided that where he or she received income under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his or her regular salary for a period not to exceed the cumulative reserve.

C. Quarantine: An employee who fails to render assigned service due to a legally established quarantine which he or she took reasonable precautions to avoid shall be entitled to the same leave as though he or she were personally ill.

D. Temporary Disability: All employees who know in advance that they will be going on leave for a temporary disability must give three (3) weeks advance notice of when he or she intends to begin leave, or as soon as might reasonably be known. All employees with a temporary disability must get a doctor's approval to return to work. All employees who go on leave for a temporary disability must return to work after receiving a doctor's approval to return to work. Such approval from the doctor must be presented to the Superintendent or designee.

3. NON-CUMULATIVE PAID LEAVE

A. **Professional Leave:** Two (2) days leave of absence will be granted any teacher with full pay for professional and civic purposes. Such leaves not to be deducted from the cumulative reserve.

1. Leaves may be granted for attending educational meetings and as a delegate, officer, committee member, speaker, or legislative agent of any local, stale or national education association.
2. Leaves may be granted for answering court summons pursuant to Article 8, Section 5.F., below, and/or for serving on community-sponsored projects.
3. Employees must make proper application to the Superintendent of the school for absences for above purposes.

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

B. **Personal Leave:** Absence without loss of salary shall be allowed for a period of three (3) days for the teacher's personal business. These three (3) days are not cumulative and are not charged against the cumulative reserve.
(See sub-section 5.B. for procedural rules.)

4. LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may, upon proper application to the Superintendent and after approval of the Board of Education may be granted an extended leave of absence. The Board of Education may require the applicant to use their cumulative reserve days prior to any unpaid days, the total number of paid and unpaid days is not to exceed 1 year. If approved, and upon return, the teacher shall be reinstated to a position of employment and proper step and status of the Master Contract.

B. In cases of extended illness, disability or convalescence leave, employees shall be required to have such health examination as may be required by the Board of Education before reinstatement. See Article 8.5.C below.

5. PROCEDURAL RULES

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

A. All teachers shall notify the Superintendent or designee by 7:30 a.m. of the day upon which they are unable to perform their duties. Failure to do so shall require the Superintendent's approval before such sick leave shall be granted.

B. All requests for personal leave must be submitted in writing, on a form provided by the Board, to the Superintendent at least three (3) days in advance of days requested.

1. Personal days may be taken in increments of half(½) hour. The teacher will be asked to explain the reason for a personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period; Reasonable restrictions may be imposed on personal leaves before or after holidays or school breaks.
2. A half (½) hour unit would be charged against the personal business day allowed for the year for each half (½) hour and/or fraction of an hour to be accumulated up to six (6) hours for a day.
3. After personal leave has been exhausted there would be a proportionate reduction in compensation for additional leave that may be approved by the superintendent.

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

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

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

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

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

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

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

ARTICLE 9

Insurance Protection

A. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will stay in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining agreement and are listed elsewhere in this contract. The teacher may elect single, self and spouse or family coverage. Coverage shall be for a full twelve (12) month period January 1 to December 31. Teachers whose employment is terminated for the following reasons (discharge, retirement, resignation during the school year) shall continue to receive insurance benefits through the month said termination becomes effective.

B. Pursuant to P.A. 152 of 2011, Board contributions toward the premium cost shall be either the hard cap option or the 80% option as determined by the Board. The Union shall be entitled to advise the Board of the option they prefer and the rationale as to why they are recommending said option. However, the final decision rests with the Board at the Board's sole discretion. The decision of the Board shall be made annually. In the event that no decision is made, the hard cap shall prevail. In the event the Board elects the hard cap option, the cap shall be adjusted as provided for in the Act. (By way of example: New rates in the fall of 2017 are effective January 1, 2018 for calendar year 2018).

C. It is understood by the parties that the hard cap or 80% option includes the costs for reimbursed deductibles, reimbursed co-pays, HSA contributions, FSA contributions or other contributions to similar accounts in lieu of options.

D. Part-time employees shall be eligible for the benefits addressed in sections A, E, F, G and H on a pro-rata basis.

E. The Board shall provide the MESSA Dental Care Program for all teachers of the bargaining unit and their eligible dependents: Delta Dental: 100/90/90:$3,000—90: $4,000—Two Cleanings/year. The Board contribution shall be 100% of the employee's coverage rate.

F. The Board shall provide the MESSA Vision Preferred Plan to all teachers of the bargaining unit and their eligible dependents. The Board contribution shall be 100% of the employee's coverage rate.

G. The Board shall provide a negotiated Group Life Insurance Plan for 1X Salary with AD/D of 1X Salary.The Board contribution shall be 100% of the employee's coverage rate.

H. The insurance coverages referenced in Sections A, E, F, and G will be offered as Plans A, C, D, and E. Employees not electing health insurance will select the coverages referenced in sections E, F, and G as Plan B. For Plan B, the Board contribution shall be 100% of the employee's coverage rate.

I. Changes in family status shall be reported to the school business office within twenty (20) calendar days of such change (i.e.: addition to the family, change in marital status, death, child leaving dependency, child coverage, etc).

J. Any full-time teacher within the system who declines coverage under the hospitalization plan in Section A may apply $375 per month for coverage for other MESSA options or towards an annuity program.

K. 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.

ARTICLE 10

Protection of Teachers

A. The school recognizes its responsibilities to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies. The teacher bears the responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy. It shall be the responsibility of the teacher to report to the Principal, the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation. The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, staff and parents at the beginning of each school year.

B. Any case of assault upon a teacher, by a pupil or otherwise, on school property shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if in the opinion of the Board the teacher is in the right.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teachers against a student, the Board will render assistance to the teacher in his defense, if in the opinion of the Board the teacher is right.

D. Time lost by a teacher in connection with any incident mentioned in this Article, shall not be charged against the teacher, provided the teacher's action was proper in the opinion of the Board.

E. Teachers shall exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss of property.

F. In the event a staff member is sued by a student or parent for any incident occurring within the scope of the staff member's express or implied employment responsibilities/duties, the Board will provide legal representation through the maximum extent of its various insurance liability coverage policies at no cost to the employee, inclusive of legal fees and judgments and/or awards.

G. Both parties agree to follow current board policy when a teacher's assignment of a grade is challenged and in addressing student use of personal communication devices.

ARTICLE 11

Negotiation Procedures

A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This agreement may be modified, in whole or in part, by the parties by an instrument, in writing duly executed by both parties.

B. Upon written notice to the other party not more than one hundred twenty (120) days nor less than sixty (60) days before, the expiration of the contract, either party may request the reopening of negotiations for next school year or years.

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

Article 12
Grievance Procedure

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

A. 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.

B. Procedure:
   1. The teacher or the Association may file a grievance. Any grievance that is filed with the district, must be submitted in writing on the form provided by the Association.
   2. Principal Step:
      The teacher filing a grievance will provide in writing on the Association form, the stated grievance, the section of the Agreement alleged to have been violated, and the requested relief, and discuss the matter with the Principal within ten (10) days of the alleged violation, or when first becoming aware, or would have been reasonably aware, of the alleged violation, either individually or with an Association representative, with the object of resolving the matter. The Principal shall make his/her written decision known within, five (5) days following the meeting. If no response is made by the Principal within five (5) days after the meeting in #2 above (Principal Step), the grievance shall be moved to the Superintendent.
   3. Superintendent Step:
      If the grievance is not resolved by the Principal, the teacher or Association shall so note on the Association grievance form, and return said form to the Superintendent within five (5) days after receiving the written response from the Principal. The Superintendent shall meet with the grievant and the Association to attempt to resolve 'the grievance within five (5) days after receiving the written grievance. The Superintendent shall make his/her written decision known within five (5) days following the meeting. The written

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

4. Board Step:

   If the grievance is not resolved by the Superintendent, the teacher or the Association shall so note on the grievance form, and return said form to the Board's representative within five (5) days after receiving the written response from the Superintendent. The grievance shall be referred to the Board of Education to be addressed at the next regularly scheduled board meeting.

5. Binding Arbitration:

   In case resolution is not reached at the Board level, the Association has the right to invoke the arbitration process of the American Arbitration Association within 30 days of the Board decision. It is at the sole discretion of the Association to advance the grievance to arbitration or to settle the grievance. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The cost of arbitration by the American Arbitration Association, is to be born equally by each party.

6. If the aggrieved teacher or teachers do not file a grievance in writing with the Superintendent or other designated Board representative within twenty (20) days after the occurrence, or when first becoming aware, or would have been reasonably aware, of the alleged violation, then the matter shall be considered untimely, not grievable, and withdrawn. Also, any grievance not advanced to the next step by the Association within five (5) days, shall be deemed withdrawn. Any grievance timelines not met by the administration or board shall advance the grievance to the next step.

C. Rights to Representation:

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

D. Miscellaneous:

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

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Superintendent Level of the grievance procedure.

4. If any bargaining unit employee for whom a grievance is sustained shall be found to have

been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any bargaining unit employee shall have been found to have been improperly deprieved of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her recor cleared of any reference to this action.

5. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

ARTICLE 13

Management Right Clause

A. The Board, on its own behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote all such employees;
3. To establish grades, courses of instruction, and the number of sessions per day, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To make purchases wherever the Board desires and to select textbooks and other teaching materials;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignment of teachers with respect th'ereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
6. To adopt and equitably enforce reasonable rules and regulations.
7. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in and the Constitution and laws of the United States.

ARTICLE 14

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. 1. The school calendar shall be negotiated annually between the Association and the Board of Education. Two (2) evenings of not more than three (3) hours each will be scheduled for parent-teacher conferences; one (1) to be held at the end of the first marking period. The dates of the conferences will be mutually agreed upon by the Association and the Superintendent. All teachers are to be present for these evenings.

6. There will be no additional makeup of snow days if the instructional time exceeds the time required to receive full state aid. If necessary, the District shall request the additional exemption from the State.

C. Elementary teachers will be responsible for the extra activities of the elementary department, whereas: secondary teachers will assist in the secondary school activities on a rotating schedule.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Grievance forms shall be developed by the Superintendent and the Association. This form shall be attached to this Agreement.

F. The use of personal cars on school business shall be reimbursed at the IRS rate with the approval of the Superintendent.

G. Each teacher shall have the option of receiving bi-weekly checks through the summer or receive a lump sum on the last school day of the year. The method of payment will be decided by each teacher.

H. The Board agrees to review with the Association the impact of placing medically fragile \ and/or mainstreamed students in a regular classroom.

I. Teachers shall be expected to notify the Superintendent's office whenever there is any problem with the equipment found in the teacher's room or any equipment the teacher is using.

J. When an absent teacher's class is assigned to another teacher, the receiving teacher will be compensated at the substitute teaching hourly rate.

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

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

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

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

ARTICLE 15

Early Retirement Incentive

A. A bargaining unit member who has acquired a-minimum of ten (10) years of service in the Watersmeet School District may, at his/her option, take early retirement.

B. Early Retirement Incentive Plan:

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

C. A bargaining unit member who has been terminated who does not possess a valid teaching certificate, shall not be eligible for the incenti,ve as provided for above.

ARTICLE 16

Site-Based Decision Making

A. Site-based decision making is a joint planning and problem solving process that seeks to enhance the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

B. Participation on a SBDM committee is voluntary.

C. To the extent permitted by Law, the Association shall be entitled to enter into discussions and to provide data, information and input related to determining student issues including but not limited to curriculum and discipline.

ARTICLE 17

Mentor Teachers

A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.

B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

C. A Mentor Teacher shall be assigned in accordance with the following:

1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary and shall be paid a stipend of $250 per semester.
2. Every effort will be made to match Mentor Teachers and Mentees who work in the same building.
3. Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.

D. The purpose of the mentor/teacher match is to acclimate the teacher and to provide assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential to the extent permitted by law. Specifically, but not by limitation, confidentiality shall not. be maintained when concerns of child safety or unlawful harassment occur. These instances shall be reported to the administration and other appropriate authorities as soon as possible.

ARTICLE 18

Public School Academies (Charter Schools)

A. The district will provide immediate notice to the Association of any formal inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.

B. The district agrees to furnish the Association with all available information concerning an application to authorize a public school academy.

ARTICLE 19

Tuition Reimbursement

A. The Board of Education shall establish a Tuition Reimbursement fund to help defer teacher costs for advanced education credits. The total annual reimbursement for college credits shall not exceed $6,250 during any year. The fund shall be non-cumulative. Reimbursement shall be subject to the following criteria:

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

Article 20
Association Rights

Beginning upon ratification of this agreement, and by the 3rd of August thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

1. First, middle and last name.
2. Start date of employment in current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Building(s) and room number(s) assigned.
5. Name of position.
6. Work email address and personal email address.
7. Home and cell phone number.

A. The above-listed information shall be provided via email.

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

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

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

E. The Board will provide to each bargaining unit member a link to all Board policies, which will be contained and updated online. Whenever any new Board policy is adopted or an existing policy is revised, members shall be notified via e-mail of the details of this change. Members will be provided with a copy of the policy and the NEOLA summary (if the District is provided a summary).

F. The Association shall 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.

G. The Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary estimates 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 employment as well as process grievances. The Association agrees that requests for such information will be made in writing through its President or designee and that requests will be made sufficiently in advance to their needs to 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.

H. The Association may bargain a retirement package on behalf of an individual member through a letter of agreement with the Administration.

ARTICLE 21
Seniority

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

B. The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be remaining disagreement by December 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance. (First name drawn will have the higher seniority status on the seniority list.)

D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

E. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

F. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), as a tiebreaker to determine any layoffs or recalls prior to October 1 of each school year.

ARTICLE 22
Reduction in Personnel / Layoff and Recall

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. The Superintendent will recommend to the Board the teaching positions to be reduced. Prior to the issuance of layoff notices, the WEA will be given an opportunity to make specific recommendations regarding the particular implementation of the layoff procedures planned by the district. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
2. If reduction is still necessary, then probationary and tenured teachers will be laid off providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

B. Reduction in workforce and recall decisions must be made based on teacher effectiveness criteria in the Revised School Code 1249. After a reduction of teachers as outlined above, if within 2 years following layoff, there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given an opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most qualified teacher.

C. Teachers must be fully qualified for all aspects of their assignments, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state and federal regulatory standards;
ii. Credentials needed for District, school and program needs;
iii. District approved professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness.
iv. Relevant special training, other than professional or continuing education as required by state and federal law, and integration of that training into the instruction in a meaningful way;
v. Disciplinary record, if any;
vi. Length of service in grade level(s) or subject area(s);
vii. Recency of relevant and comparable teaching assignments;
viii. Previous effectiveness rating;

ix. Attendance and punctuality.

D. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date for layoffs.

E. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

F. Teacher reductions and recalls are by formal Board action.

G. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur. Failure to maintain current contact information may negatively affect the teacher's recall. The Michigan online Educator Certification System can be used to provide the District with current information and documentation supporting Classroom Teacher certification and qualifications.

H. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement using MOEC website.

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

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in this contract.

I. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

J. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 9 – Insurance Protection until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Article 23
Teacher discipline – Personnel File

A. Matters of personal conduct outside of the school environment are a private matter, and shall not be a consideration of the District, except where such action directly impacts upon the employer's or the employee's ability to carry out their respective duties, or reporting is otherwise required by law.-

B. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary and capricious. Currently, this standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis of a disciplinary decision. Discipline, discharge or demotion shall occur in accordance with the statutory requirements under the Michigan Tenure Act and the Revised School Code and is exempt from arbitration in the grievance procedures in Article 12. In the event the disciplinary standard in the Michigan Teacher Tenure Act, MCL 38.101 changes, this article will be revised accordingly at the expiration of this agreement.

C. Discipline may include but is not limited to:

1. Verbal warning and/or verbal reprimand
2. Written warning and/or written reprimand
3. Suspension
4. Discharge
5. Financial penalties in accordance with Michigan law

D. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

E. Before imposing any disciplinary measures, the administrator shall investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. The administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation should include discussion with any witnesses to the event(s) upon which the teacher discipline is premised, including witnesses or other sources suggested by the teacher being investigated. The teacher who is the subject of the disciplinary allegation shall be provided with due process being an opportunity to respond those allegations as a part of the investigation.

F. Any teacher shall be entitled to Association representation of their choice during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher

is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance. The employee shall be intitled to the specific representation of their choice, but if that person is not available, the meeting shall not be delayed more than 3 days.

G. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants. The bargaining unit employee may submit a written notation or reply regarding complaints, and the same shall be attached to the file copy of the material in question.

H. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the material placed in the file is proven, per further investigation, to be in error, the material will be corrected or expunged from the file, whichever is appropriate.

I. No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

J. As provided by law, if there is disagreement with information contained in a personnel record, including evaluation content, removal or correction may be mutually agreed upon by the district and the teacher. If an agreement is not reached, the teacher may submit a written statement (not to exceed 2 sheets of 8 ½" x 11 paper) explaining the teacher's position.

K. In the event of a third-party request to see any material contained in the file, either through a FOIA request or other means, the following procedure shall apply:

    1. The teacher shall be notified of any such request.
    2. The teacher shall be provided with a copy of the request.

L. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint. The District shall meet with the teacher to discuss the complaint. The teacher may bring a representative from the WEA, MEA, or other counsel. The meeting will take place at a time acceptable to all parties. Any complaint received that is not written and signed from a parent or student will be brought to the attention of the teacher but no record of such a complaint will be kept in the employee personnel file maintained by the administration.

    However, if a parent requests a meeting with a teacher concerning his/her child's progress or problems, and if the request is granted, a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have an administrator participate in such conference, the teacher request shall be granted.

M. Each teacher shall have the right to review their personnel file in the Superintendent's office. A representative of the Association may be requested by either party to accompany the Teacher to such review.

N. In all cases, management is not permitted to exercise its authority in an arbitrary, capricious or discriminatory manner.

ARTICLE 24
EVALUATION

Decisions about the evaluation of a "teacher" under then Revised School Code MCL 380.1249, or who is assigned to students in any grades EK – 12 as a "teacher of record" ("classroom teacher") and Non-Teaching Professionals Not Subject to the Teachers' Tenure Act will be made as stated below. The parties agree that the procedures established under this Article constitute clear and transparent procedures under the Revised School Code 1248.

A. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include:
    1. specific performance goals identified by the administrator or designee, in consultation with the teacher to improve their effectiveness in the upcoming school year.
    2. an evaluation of the teacher's job performance with timely and constructive feedback.
    3. the use of student growth and assessment data as 20% of the year-end evaluation determination.
        a. The parties will, by September 30, 2024, negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for the 20% of the evaluation. If consensus is not reached by September 30, 2024, the District shall use the assessment data currently being used.
        b. The teacher, in consultation with the administration, shall be allowed to eliminate data attributable to students who have excessive absences (15% or more of the school year) or who have other anomalous circumstances that warrant eliminating that data. The teachers supervising the administrator must approve the data removal.
    4. A negotiated year-end evaluation shall utilize other objective criteria for 80% of the year-end evaluation determination in consultation with the classroom teacher.

B. <u>Process:</u>
    1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
        a. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation, the state curriculum standard being used in the lesson and include a review of pupil engagement in the lesson that is observed.
        b. The observation shall be no less than fifteen (15) consecutive minutes.

c. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than thirty (30) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback.

d. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
    a. The year-end evaluation determination shall be delivered at a meeting with the observing administrator and the teacher no later than May 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
3. Teachers who work less than 60 days in any school year or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triennially thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher along with recommended training, coaching, professional development or other resources designed to improve the teacher's effectiveness for all probationary teachers and teachers rated developing or needs support.
    b. To the extent allowable by law, the District will notify a classroom teacher of any complaints that might lead to discipline action.

c. Additional assistance at the evaluators discretion when performance deficiencies are noted.

d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

   a. The teacher may request a review of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating. A written response from the superintendent shall be provided no later than thirty (30) days after receipt of the request and before changes are made.

   b. If the Superintendent's review does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.

      i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.

      ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. The performance evaluation system must provide that, if a teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the district shall, subject to 1937 (Ex Sess) PA 4, MCL 3871 to 38.191, dismiss a teacher from the teacher's employment. The District is not precluded from discharging a teacher at other times as provided by the Teachers Tenure Act.

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

1. The district shall provide training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

Grievance Procedure

An alleged violation of this Article may be grieved up to the Board level. However, an arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."

ARTICLE 25
Duration of Agreement

This Agreement shall be effective as of August 1, 2024 or ratification by the parties if later and shall continue in effect until July 31, 2027. 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.

FOR THE WATERSMEET EDUCATION ASSOCIATION:

Richard S. Chiochios — 9/10/24
PRESIDENT — Date

VICE PRESIDENT

SECRETARY-TREASURER

FOR THE WATERSMEET BOARD OF EDUCATION:

Michelle Hagen — 9/10/2024
PRESIDENT — Date

SECRETARY

Jamie Fiorucci
TREASURER

Watersmeet EA Salary Schedule 2024-25			Watersmeet EA Salary Schedule 2025-2026			Watersmeet EA Salary Schedule 2026-2027		
Step	BS	MS	Step	BS	MS	Step	BS	MS
0	43,658	46,406	0	45,404	48,262	0	46,540	49,469
1	45,770	48,651	1	47,601	50,597	1	48,791	51,862
2	47,878	50,894	2	49,794	52,930	2	51,038	54,254
3	49,990	53,138	3	51,989	55,263	3	53,289	56,645
4	52,101	55,380	4	54,185	57,595	4	55,540	59,035
5	54,209	57,621	5	56,377	59,926	5	57,787	61,424
6	56,320	59,867	6	58,573	62,261	6	60,037	63,818
7	58,429	62,110	7	60,766	64,594	7	62,286	66,209
8	60,540	64,353	8	62,962	66,927	8	64,536	68,600
9	62,651	66,595	9	65,157	69,259	9	66,786	70,991
10	64,760	68,839	10	67,350	71,592	10	69,034	73,382
11	66,870	71,082	11	69,545	73,925	11	71,283	75,773
12	68,980	73,324	12	71,739	76,257	12	73,533	78,164
13	71,091	75,570	13	73,935	78,592	13	75,783	80,557
14	73,202	77,812	14	73,202	80,924	14	75,033	82,947
Longevity	"	-	Longevity	-	-	Longevity	"	"
15	73,913	80,878	15	76,869	84,113	15	78,791	86,216
20	76,045	83,144	20	79,087	86,470	20	81,064	88,631
25	78,175	85,411	25	81,302	88,827	25	83,334	91,048

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.

Watersmeet Township School District

Extra Duty Compensation

	24-25	25-26	26-27
Drama	$ 874	$ 909	$ 932
Band (per after school parade or concert, max 4)	$ 100	$ 104	$ 107
Sr. Class Advisor	$ 699	$ 727	$ 745
Jr. Class Advisor	$ 568	$ 591	$ 605
Sophomore Advisor	$ 437	$ 454	$ 466
Freshman Advisor	$ 393	$ 409	$ 419
8th Grade Advisor	$ 262	$ 272	$ 279
7th Grade Advisor	$ 262	$ 272	$ 279
Cheerleader Advisor	$ 699	$ 727	$ 745
Boys' Varsity Basketball Coach	$ 4,934	$ 5,131	$ 5,260
Girls' Varsity Basketball Coach	$ 4,934	$ 5,131	$ 5,260
Boys' JV Basketball Coach	$ 2,402	$ 2,498	$ 2,561
Girls' JV Basketball Coach	$ 2,402	$ 2,498	$ 2,561
Boys' JH Basketball Coach	$ 1,790	$ 1,862	$ 1,908
Girls' JH Basketball Coach	$ 1,790	$ 1,862	$ 1,908
Upper Elementary Boys' & Girls' Basketball (if both	$ 612	$ 636	$ 652
Lower Elementary Boys' & Girls' Basketball	$ 612	$ 636	$ 652
JH Volleyball Coach	$ 1,267	$ 1,318	$ 1,351
JV Volleyball Coach	$ 1,267	$ 1,318	$ 1,351
Varsity Volleyball Coach	$ 2,314	$ 2,407	$ 2,467
Boys' HS Track Coach	$ 1,267	$ 1,318	$ 1,351
Girls' HS Track Coach	$ 1,267	$ 1,318	$ 1,351
HS Cross Country Coach	$ 1,267	$ 1,318	$ 1,351
Boys' JH Track Coach	$ 568	$ 591	$ 605
Girls' JH Track Coach	$ 568	$ 591	$ 605
Golf Coach	$ 1,223	$ 1,272	$ 1,304
Yearbook Advisor	$ 1,005	$ 1,045	$ 1,071
Jr. Class Prom Advisor	$ 350	$ 364	$ 373
Gifted and Talented Coordinator	$ 524	$ 545	$ 559
Camp Nesbit	$ 350	$ 364	$ 373
SSD Coordinator	$ 1,529	$ 1,590	$ 1,630
Catamaran Coordinator	$ 1,529	$ 1,590	$ 1,630
SAT Team Coordinator	$ 1,529	$ 1,590	$ 1,630
504 Coordinator	$ 1,529	$ 1,590	$ 1,630
Testing Coordinator	$ 1,529	$ 1,590	$ 1,630
Chaperone	$50.00/day	$50.00/day	$50.00/day
Mentor	$250/semester	$250/semester	$250/semester
Quiz Bowl Coach	$ 699	$ 727	$ 745
Student Council Advisor	$ 699	$ 727	$ 745
National Honor Society Advisor	$ 699	$ 727	$ 745
Ticket Seller per game per night	$ 35	$ 36	$ 37
Ticket Taker per game per night	$ 31	$ 32	$ 33
Score Keeper – Varsity	$ 36	$ 37	$ 38
Score Keeper – JV	$ 28	$ 29	$ 30
Time Keeper – Varsity	$ 37	$ 38	$ 39
Time Keeper – JV	$ 28	$ 29	$ 30
Pep Band – per game, pregame and halftime	$ 35	$ 36	$ 37
Hall Duty per game per night	$ 35	$ 36	$ 37
Summer Counselor per hour (If determined necessary by BOE)	$ 25	$ 26	$ 27
Detention Duty per hour (If determined necessary by BOE)	$ 25	$ 26	$ 27
JH Forensics	To be determined, if necessary		
HS Forensics			