

8887

6/30/94

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Waterloo Public Schools

MASTER CONTRACT
between
NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/
THE WATERVLIIET EDUCATION ASSOCIATION
and
THE WATERVLIIET BOARD OF EDUCATION

The Agreement entered into this day of September 14, 1992 by and between the Northern Berrien County Education Association, hereinafter called the "Association" and its local affiliate the Watervliet Education Association, affiliated with the MEA and the NEA and the Board of Education of the Watervliet Public Schools of Watervliet, Michigan, hereinafter called the "Board." This agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1994. This agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated. R-92.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education depends significantly upon the quality and morale of the teaching service, and

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

WHEREAS, the parties following bargaining have reached certain understandings which they desire to honor,

In consideration of mutual covenant it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel including classroom teachers, guidance counselors, librarians, and long-term substitute teachers--according to Board Policy #4122-R item 4 and in effect at the beginning date of this contract employed by the Board, but excluding supervisory and executive personnel, office, clerical, aides, maintenance and operating employees, and any other substitute teachers. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. R-89

B. Exclusive Unit

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

C. Priority of Agreement

This Agreement shall supercede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. All individual teacher contracts shall be expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Contrary to Law Provision

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

ARTICLE 2

BOARD RIGHTS

A. Powers of the Board

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

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

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

N-81

ARTICLE 3

TEACHER RIGHTS

A. Right to Organize

Pursuant to Act 379 of the Public Acts of 1965 the Board hereby agrees that every certified professional employee of the Board as defined in Article 1, Section A, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 and that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his/her participation in any activities of the Association, collective bargaining with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement.

B. Constitutional Rights

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

C. Rights Under State Statute

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

D. Equal Application of Agreement

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

ARTICLE 3 (continued)

E. Mail

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

F. Confidentiality Provision: Teacher and Student

Any communication between a teacher and student, in the course of the teacher's professional duties, shall be granted the full protection of confidentiality as prescribed by the laws of the State of Michigan, or any laws or regulations of any other governmental agency. R-86

G. Teacher Retirement or Release

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

H. Property and Copyright Interests

The Board recognizes that during the period of a teacher's employment and thereafter, he shall retain property and copyright interests in any book, article, motion picture, filmstrip, recording, musical composition or other creative or copyrightable work which he has written, composed or created, except that as to materials such as lesson plans, curriculum development, studies or other materials that are created for the purpose of carrying out the teacher's assignment or duties under his employment agreement with the Board, and which are necessary for the delivery of the educational program, the Board shall have the right to utilize such materials without charge. N-81

ARTICLE 4

ASSOCIATION RIGHTS

A. Use of School Facilities

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

B. Public Information

The Board agrees to make available to the Association on request any and all information which it makes available to the public and that information which is related to or is necessary for contract bargaining and administration or for the proper processing of grievances or complaints. The Association President will be on the mailing list for that information in the Board packet which is public information. R-81

C. Posting and Notices

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

D. Interschool Mail

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

E. Salary Protection

A teacher engaged during the school day in bargaining on behalf of the Association with any representative of the Board or participating in any grievance negotiation shall be released from regular duties without loss of salary. R-81

F. Association Involvement

The Association president or his/her designee shall be provided an opportunity to prepare and present input prior to any formal action by the Board in regard to changing school policy. R-89

ARTICLE 4 (continued)

G. Association Representatives

One Association representative per building shall be free to use up to one period of preparation time per week in handling Association Business in his/her building.

ARTICLE 5

ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

A. Deduction Authorization

Within thirty (30) days of the beginning of their employment hereunder, or within sixty (60) continuous days of employment as a per diem teacher, teachers may sign and deliver to the school business office, an assignment authorizing deduction of membership dues, representative fees, and/or assessments as set by the Association (including the National and Michigan Associations). Such authorization shall be renewed in writing each year. The Board shall make payroll deductions available upon written authorization from the teacher for approved payroll deductions; to include deductions for membership dues, representative fees, assessment fees, credit union, annuities, savings bonds, United Way, and M.I.P. R-89

B. Dues

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

C. Agency Clause

1. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expenses which are appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association, such teacher shall, as a condition of continued employment by the Board cause to be paid to the Association, a service fee representing the costs of collective bargaining, contract administration and grievance adjustments. N-81

The amount of the representation fee shall be an amount equivalent to the dues uniformly required of members of WEA/NBCEA/MEA/NEA, less any amounts not permitted by law. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the employer shall, at the request of the Association, terminate the employment of such bargaining unit member. N-81

ARTICLE 5 (continued)

If dispute arises between a teacher and the Association over the representation fee, the teacher shall remain employed pending resolution of the dispute, so long as the teacher actively pursues lawful procedure to resolve the dispute and continues to pay the disputed fee. N-81

2. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the employee in question denies that he has failed to pay the service fee, or denies that he is in violation of this Article, then he may request, and shall receive, a hearing before the Board of Education limited to the question of whether he has failed to pay the service fee, or is in violation of this Article. N-81

D. Agency Clause - Save Harmless

The Association agrees to indemnify and save the Board, including such individual School Board Member and representative of the Board, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay, unemployment benefits, sums improperly deducted and remitted to the teacher organizations, and all court or administrative agency costs incurred by the Board in connection therewith; that may arise out of or by reason of action by the Board or its representatives for purposes of complying with this Article, provided however that: N-81

1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board. N-81
2. If the Board, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit, provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit. N-81

ARTICLE 5 (continued)

3. The Association in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article. N-81
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board. N-81

In the event unemployment benefits are claimed by any employee, the Board will object and demand a hearing involving such claim, and will immediately notify the Association so that the Association may exercise its right to defend such claim under this section. N-81

E. Notification

The Board will provide written notification to all teachers hired after the effective date of this Agreement of the agency shop provisions of this contract. N-81

ARTICLE 6

PROFESSIONAL COMPENSATION

A. Teacher's Salaries

The salaries of teachers covered by this agreement are set forth in addendums which are attached to and incorporated in this agreement, and shall remain in effect until June 30, 1993. R-90.

B. Work Year

The salary schedule is based on August 21 to June 30 year with duty days as shown in the adopted school calendar (Addendum).

C. Watervliet Credit

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

It is agreed that the withholding of step increments or scheduled salary improvements is intended to be utilized only as a last resort to encourage the teacher to improve unsatisfactory performance. No step increments or scheduled salary improvements may be withheld unless: N-81

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

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

ARTICLE 6 (continued)

D. Outside Experience Credit

Credit up to and including ten (10) years shall be given to fully certified teachers for successful teaching experience outside of the Watervliet Public Schools. Increment allowances also may be made available to the ten (10) year maximum for work experience in fields directly related to teaching assignments. R-86

E. Extra Duty Schedule

Teachers involved in extra duty assignments as set forth in an addendum which is attached and incorporated into this agreement, shall be compensated in accordance with the provisions of the agreement.

F. Additional Hours, Certification or Degrees

For horizontal advancement on the salary schedule evidence of hours earned or requirements completed must be submitted within the first thirty (30) days of a school semester. Such evidence shall consist of grade reports or recommendation for change of certification or degree. N-81

If CEU's become mandated by the State during the life of this contract, both sides agree to "meet and confer" to work out details to comply with the law. N-89

G. Insurance

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

In the event that the cost of the total group's coverage exceeds the amount funded by this paragraph, the remaining premium shall be composited and deducted from each employee who receives health insurance. This amount will be covered by a proration schedule set up by the WEA and updated monthly. R-89

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

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

ARTICLE 6 (continued)

H. Full Year Protection

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

I. Long Distance Telephone Calls

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

J. Travel Reimbursement

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

K. Method of Pay

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

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

L. Per Diem Rate

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

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

2. Any authorized work performed in addition to the regular school calendar shall be paid in accordance with the above formula. R-89.
3. Any authorized work performed by a teacher in addition to the regular school calendar under the auspices of special programs funded by a grant of monies shall be paid as directed by an approved budget for those state, federal or local grants. N-89

M. Generic Service Credit Purchase N-90

During the 90-91 school year, the Board shall purchase up to five (5) years of Generic Service Credit for each teacher (if the teacher qualifies according to MPSERS guidelines) upon receiving written notice from the teacher that he/she will resign at the end of that current school year. The written notice must be delivered to the Superintendent prior to April 1 to qualify. Any tax liability will be borne by the teacher. The teacher must have fifteen (15) years of service credit from the district unless waived by the Board. Any payment made under this section will be made in accordance with MPSERS guidelines. In subsequent years, the Board may limit the number of teachers that are allowed to qualify for this benefit. The years of service credit purchased will follow the schedule below:

25 years of service credit = 5 years purchased
26 years of service credit = 4 years purchased
27 years of service credit = 3 years purchased
28 years of service credit = 2 years purchased
29 years of service credit = 1 year purchased

N. School Improvement/Curriculum Committee -

Voluntary school improvement, district curriculum council, and/or content study committee work performed after regular school hours (summers, evening, or weekends) will be remunerated at the rate of \$15.00 per hour. N-92.

ARTICLE 7

TEACHING HOURS AND CLASS LOADS

A. Responsibilities During the Teacher Duty Day

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

B. Arrival and Departure

The regular pupil day shall be:

High School	8:10 a.m. - 2:50 p.m.
Junior High School	8:10 a.m. - 2:45 p.m.
North Elementary School	8:20 a.m. - 3:00 p.m.
South Elementary School	8:30 a.m. - 3:10 p.m.

The regular teacher duty day shall commence 20 minutes prior to the above pupil day and conclude 20 minutes after the closing time for pupils. Therefore, the regular teacher duty day shall be:

High School	7:50 a.m. - 3:10 p.m.
Junior High School	7:50 a.m. - 3:05 p.m.
North Elementary School	8:00 a.m. - 3:20 p.m.
South Elementary School	8:10 a.m. - 3:30 p.m.

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

On Fridays and days immediately preceding holidays or vacation days, teachers may leave the building 10 minutes after the close of the pupil day. R-86

C. Conferences

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

D. Faculty Meetings

Faculty meetings on either a departmental basis, building basis, or system wide basis may be called as necessary for the official functioning of the school. Administrators will

ARTICLE 7 (continued)

use written memos as much as they can in an effort to minimize the amount of time devoted to staff meetings. Except in emergency situations, all meetings will be scheduled on Mondays at the close of the pupil day, with notification given on the last school day preceding. These meetings shall last no longer than 60 minutes after student dismissal. One may be used for the purpose of training. No more than two (2) per month shall be held. Attendance at each meeting is required of each teacher unless previous arrangements have been made with the supervising principal. An unexcused absence may result in disciplinary action against the absent teacher. R-89

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

E. Duty Free Lunch

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

F. Preparation Time

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

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

The parties agree to set up a committee composed of equal representation from the WEA and the administration for the purpose of studying ways of eliminating or reducing the incidents of teachers teaching during their conference time

ARTICLE 7 (continued)

with the goal of implementing a plan at the earliest possible date, not later than the start of the 1987-88 school year. R-86

G. Secondary Teaching Loads

The weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) preparation periods. In the event the curriculum is changed to reduce the length of classes, then the weekly teaching load in the junior and senior high school will be not more than thirty (30) teaching periods and five (5) preparation periods. One preparation/conference period shall be provided each certified staff member each full school day. Assignment to supervise study periods shall be considered teaching periods for the purposes of this Article. No teacher shall be assigned more than four (4) preparations in an academic subject unless he/she agrees to such an assignment. However, teachers may be assigned to more than (4) preparations, but only where the curriculum cannot be maintained without such assignment. R-90

H. Teaching Assignment

Each teacher shall be given written notice of his/her tentatively scheduled assignment for the next school year by July 1st. Changes made after July 1, shall be made only after a conference with the teacher involved. R-81

I. Substitute Teachers

When all means to obtain qualified regular substitute teachers have been exhausted, the building principal will ask available teachers to substitute on a rotation basis from the provided list. If all teachers decline, the building principal may assign one teacher to substitute on a rotation basis from the provided list. The teacher who substitutes shall be paid \$15.00 for the period. R-89

J. Lesson Plans

Teachers shall complete and turn into the office at the beginning of the school day every Monday, a copy of the weekly lesson plans in brief outline form.

K. Extended Contracts

When a member of the bargaining unit is requested by an administrator to work more than the days of the contract, and they work, they shall be paid at their per diem rate (their current salary / 182). N-86

ARTICLE 8

TEACHING CONDITIONS

A. Class Size

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

- kindergarten and first grade ratio of 24 to 1 or less per session
- regular classroom teacher ratio of 27 to 1 or less, excepting music and physical education R-81
- physical education classes shall not exceed a ratio of 30 to 1 nor music education classes a ratio of 50 to 1, except in the case of special programs designed for larger student groups.

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

B. Special Education Students

Necessary information shall be available to regular teachers regarding the special needs, problems, and appropriate educational strategies for dealing with mainstreamed special education students. All efforts shall be made to keep no more than two (2) mainstreamed special education students per regular classroom at the same time. R-86

C. I.E.P.C.

Classroom teachers may be invited to IEPC meetings and shall attend whenever schedules permit. R-89

D. Teaching Supplies

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

E. Non-Assigned Tasks

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

ARTICLE 8 (continued)

F. Daily Records

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

G. Minimum Comforts

The Board shall make available:

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

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

H. Telephone Privacy

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

I. Vending Machines

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

J. Parking

An improved parking space shall be made available for each staff member for their use during school hours. Parking facilities will be maintained in all weather conditions.

K. Calendar Adjustment Days

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

ARTICLE 8 (continued)

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

If at any time during the life of this contract, it becomes lawful to count toward the required days those days of pupil instruction lost due to school closings, such lost days will not be rescheduled. N-86

L. Room Temperature

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

M. Responsibility for Pupil Behavior

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

N. Care of Teaching Materials

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

O. Personnel Folder

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

ARTICLE 8 (continued)

P. Teacher Signature

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

Q. Right to Expunge

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

R. Notification of Complaints

Any complaint made by any parent, student, or other person against a teacher or person for whom the teacher is responsible which will have an adverse effect upon the teacher's professional advantage will be called to the attention of the teacher. If said complaint is to be placed or retained in the personnel folder of the teacher, the teacher shall be shown said complaint and sign it prior to its insertion in the personnel file. R-81

S. Witnesses

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

T. Emergency Communication N-89

The safety of students and staff should be given the highest priority. This shall be addressed in the following manner:
N-89

A two-way communication system, which will immediately alert the office of classroom emergency situations, will be investigated and bids shall be reviewed no later than June 30, 1990. N-89

ARTICLE 9

HIRING, VACANCIES, PROMOTION AND TRANSFERS

A. Hiring of Teachers

The Board of Education agrees to hire, when available teachers who are qualified and who are certified as defined in this Agreement by the State of Michigan to teach in the public schools of this state. R-81

B. Assignment Outside Preparation

The Board will endeavor not to place a teacher in an assignment outside his/her area of preparation. Should such assignment occur, the Board will pay for tuition for one approved university course per semester toward preparation for that teacher assignment at a rate of 100 %. Any reimbursement for course work must have Board approval in advance of the course work being taken. R-89

C. Posting of Internal Vacancies

Whenever any vacancy in any teacher or any administrator position occurs in the district, the Board of Education shall publicize the vacancy by giving written notice of the vacancy to the Association and by providing for appropriate postings in the teacher's workroom of each school building. No vacancy shall be filled until it has been posted for at least seven calendar days, except that it may be filled by temporary appointment in the case of emergency. Those individuals interested in another position must make their wishes known in writing prior to the conclusion of the school year so that they may be considered for openings which occur during the summer.

D. Filling Internal Vacancies

In filling all vacancies, including supervisory or executive positions, the Board agrees to utilize fair and objective standards, giving due weight to the professional background and attainments of all applicants. Applicants from within the district shall be given priority where all other factors are equal. R-86

E. Return from Supervisory or Executive Position

Any teacher who shall serve in a supervisory or executive position within the Watervliet Public Schools and who shall later return to teacher status in this district, shall be entitled to retain such rights as he/she may have had under this agreement prior to such service in an administrative position. Years spent in a supervisory or executive position shall be considered as teaching years for

ARTICLE 9 (continued)

computation of salary, seniority, and other benefits. Administrators who have not previously been employed as teachers in the Watervliet Public Schools may enter vacancies in the bargaining unit and be credited with years spent in administrative capacity for purposes of salary, seniority and other benefits, but only if such entry into the bargaining unit does not cause displacement of any other teacher, whether then actively employed or on layoff status. R-81

F. Transfer Philosophy

Since frequent transfers of teachers are disturbing to the educational process and interfere with optimum teacher performance, the Association and the Board agree that the transfer of teachers shall be minimized. Whenever possible, any transfer occurring after the start of the school year shall be by mutual consent of the teacher and the Board. R-81

1. The Board will give serious consideration to teacher requests for assignment changes. When qualifications and experience are equal, seniority in the Watervliet District shall be the determining factor in granting transfer requests. R-81
2. The final determination of assignment and transfers is vested in the Board. The Board shall not assign or transfer a teacher without contact with the individual teacher prior to public announcement of any change. Such transfers and assignments shall be on a voluntary basis when possible. Teachers shall be notified of such transfers as soon as the decision to transfer is made. R-81

G. Extra Curricular and Summer Assignments

The Board retains the right to make appointments and assignments, and to make re-assignments or to discontinue assignments, to determine qualifications to extracurricular and summer positions exclusive of any of the seniority, vacancy or transfer provisions of this Agreement, subject to the following: N-81

1. All such positions shall be posted in all buildings for a minimum of nine (9) calendar days during the school year. For positions which are filled outside the school year, teachers must indicate their interest in such positions in writing to the Board. The Board shall then notify those teachers by mail of positions which become open a minimum of nine (9) calendar days before the position is filled. R-89

ARTICLE 9 (continued)

2. All such positions shall be awarded to a member of the bargaining unit if he/she is qualified for the position. N-81
3. If there are no applicants from the bargaining unit qualified for the position, the district may employ any other person. N-81
4. It is fully understood that teachers in these positions do not obtain tenure in position. N-81

H. Substitute Teachers

The Board reserves the right to fill vacancies with substitute teachers for the duration of a school year when a vacancy occurs after the first student day of school if there are no laid-off teachers certified and qualified for the position. R-89

ARTICLE 10

ABSENCE AND LEAVES

A. Leave Accumulation

Each teacher shall be granted twelve (12) days of leave each year. Any unused leave shall be allowed to accumulate from year to year without limitation.

B. Leaves Chargeable with Pay

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

1. Personal Illness or Disability

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

2. Illness in the Immediate Family

A teacher may take up to five days per year to care for the serious illness of a member of the immediate family or household, (spouse, child, parent, parent-in-law, or any person living in the same household). Additional days may be allowed upon approval of the Board. R-89

3. Medical or Nursing Care

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

4. Doctor Appointments

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

5. Extended Illness - Doctor Verification

Should a personal illness or disability extend beyond five (5) consecutive work days, the Board may request the teacher to provide a statement from his/her physician indicating the reason for the confinement and/or a prognosis of a date when the teacher should be able to return to work.

ARTICLE 10 (continued)

6. Return from Extended Illness

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

7. Funeral Leave

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

8. Personal Days

Teachers shall be granted a maximum of two (2) days per year for personal use. Personal days may not be used during the following days: R-89

1. First or last day of each semester and the day before or the day after a holiday or vacation. N-89
2. Other employment or seeking new employment, unless pink slipped. N-89
3. During parent/teacher conferences, exam days, or meet the teacher evenings. N-89

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

The superintendent or his representative may grant exceptions to the above referenced times when personal leave shall not be utilized. N-90

9. Visitation

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

10. Disability Offset

Leave pay shall be available to any teacher on a prorated basis and charged against a teacher's leave accumulation when a teacher is absent and eligible to

ARTICLE 10 (continued)

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

C. Leaves Not Chargeable With Pay

1. Jury Duty

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

2. Subpoena

A teacher who is required to give testimony for that time during which he/she must necessarily be absent from his/her teaching duties for such purpose, shall be paid the difference between what he/she received as witness fees for so testifying and what he/she would have earned from his/her employment by the district on such day or days. R-81

3. Duty or School Related Funeral or Bereavement Leave

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

D. Leaves Not Chargeable and Without Pay

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

- a. Study related to the teacher's licensed field.
- b. Study to meet eligibility requirements for a teaching license other than that held by the teacher.

ARTICLE 10 (continued)

- c. Study, research, or a special teaching assignment involving probable advantage to this school system.
- d. Child Care.
- e. Adoption.
- f. Public Office
- g. Military Duty
- h. Other--The Board may grant other leaves not listed above. R-86

2. Extended Personal Illness Leave

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

3. General Provisions

a. Re-Employment

The Board shall re-employ any teacher returning from approved leave of absence at the beginning of a school year, or at the beginning of a new semester. R-89

b. Assignment

The Board shall make every effort to return a teacher who has been on an extended leave of absence to the same or comparable position if one exists, or any other position mutually agreed to by the employee and the administration.

There is no guarantee that any teacher can be returned to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one semester in length.

c. Application

All requests for leave of absence will be applied for and will be granted or denied in writing. Written reasons for approval or denial shall be made within

ARTICLE 10 (continued)

five (5) days after official Board action. The teacher must apply for the leave, except for disability, at least sixty (60) days prior to its commencement, except in cases of emergency or urgency, or hardship for teachers.

d. Intention to Return

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

e. Non-Accrual of Benefits

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

E. Association Leave

Leave days not to exceed twelve (12) per year shall be available to the Association for MEA workshops and meetings. Requests for such days shall be made with the Superintendent by the Association President at least five (5) days in advance. The Association shall reimburse the Board for all costs incurred in providing substitute teachers for such days. R-81

F. Sabbatical Leave

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

ARTICLE 11
TEACHER EVALUATION

A. Procedure

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

B. Evaluation Priority

It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and providing written summaries together with any recommendations the administrator has for the teacher. In no event shall a formal observation for evaluation take place during the day before vacation or the last week of school. N-81

C. Minimum Evaluation

Probationary teachers shall receive at least three written evaluations during each school year. Second year probationary teachers shall receive at least two written evaluations per school year, and tenure teachers shall receive at least one written evaluation each school year. Each formal evaluation shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the written evaluation report if so desired by the teacher.

D. Monitoring and Observation

All monitoring or observation of teachers shall be conducted openly. No electronic device shall be used in the evaluation process without the consent of the teacher and any such device can be used only as an aid in assisting the teacher to improve performance. R-81

E. Deficiencies

If, on observation, an evaluator cites a teacher for any deficiencies, these shall be reported in writing along with recommendations for improvement and assistance. If a teacher believes that the duration of said observation was not sufficient to be adequately representative, further observation shall be mutually arranged.

F. Grievability

The content of teacher evaluations shall not be subject to the grievance procedure, however, if the teacher believes the evaluation procedure has not been followed, he/she may submit any complaint then to the grievance procedure. R-81

G. Tenure Recommendation

No later than April 1 of each probationary year the final written evaluation report, covering each probationary teacher including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status or denied a contract for ensuing school year, will be furnished by the building administrator to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information on his/her behalf to the Superintendent.

H. Teacher Evaluation Instrument

A copy of the current instrument will be included in addendum E of this contract. N-89

ARTICLE 12

REDUCTION OF PERSONNEL

A. Terms

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

B. Definitions

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

2. "Certified" teachers are teachers who have earned a life, provisional or permanent or continuing teaching certificate according to State of Michigan certification requirements. N-81

3. "Qualified" is defined as: N-81

a. Grades Kindergarten through Six (6) : N-81

(i) Student Teaching in Grades K-6 or successful teaching experience within the past five (5) years at the K-6 level in the school district.

(ii) K-6 Certification

b. Grades Seven (7) and Eight (8) : N-81

(i) K-8, 7-8, 5-8, 7-12 or Ninth Grade certification and a major or minor (or the equivalent credit hours) in the specific teaching area to which the Teacher is to be assigned, or

(ii) Certification as above and successful teaching experience during the past five (5) years in the specific teaching area in the school district.

(iii) Certification as above and student teaching experience in the specific teaching area.

ARTICLE 12 (continued)

- c. Grades Nine (9) through Twelve (12) : N-81
 - (i) 7-12 certification and a major or minor (or the equivalent credit hours) with a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific teaching area to which the Teacher is to be assigned, or
 - (ii) Certification as above and successful teaching experience in the specific teaching area during the past five (5) years, with a sufficient number of credit hours to meet the requirements of the North Central Association, or
 - (iii) Certification as above and student teaching experience in the specific teaching area.
- d. Grades Kindergarten through Twelve (12) ; Special certification in a specific teaching area, such as Art, Music and Physical Education, and other qualifications required by the Department of Education. N-81

C. Layoff

Layoff or reduction in personnel shall be made on the basis of seniority, certification, and qualification, as defined above. The Board shall utilize teachers seniority, certification and qualification in that order in determining layoff or reduction. The Board shall follow the procedure listed below when it reduces the number of teachers through layoff or reduce the number of teachers in a given subject area or program, or when it eliminates or consolidates positions. N-81

1. Teachers not holding a regular Michigan provisional, continuing, or vocational certificate will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Watervliet Public Schools will be laid off first provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.

ARTICLE 12 (continued)

3. If reduction is still necessary, then tenure teachers with the least seniority as defined above will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
4. The Board shall give no less than thirty (30) calendar days notice to each teacher being laid off, except in case of financial emergency not due to neglect on the part of the Board or its agent. R-81

D. Seniority

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

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

As among properly certificated teachers whose seniority and points are identical, the teacher whose subject matter training is most applicable to the vacant position, as determined by the Superintendent, will be selected.

ARTICLE 12 (continued)

E. Degrees and Certification

Teachers are responsible to provide to the Board, no later than September 30 of each school year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year if they desire that information to be included in compiling the current seniority list. The Board will compile the current seniority list and provide the Association with a copy no later than October 30 of each school year. N-81

F. Elimination of Benefits

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

G. Recall from Layoff

Recall from layoff shall be in the reverse order of layoff, except that the accrual of tenure by any teacher shall insure consideration of such teacher for all available positions before recall of any probationary teacher, subject to qualification and certification of said teacher. Teachers who have not been employed under an individual teaching contract shall not be eligible for placement on the recall list. R-81

H. Notification of Recall

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

I. Temporary Loss of Recall Rights

A teacher who is properly recalled from layoff but fails to report to work within twelve (12) calendar days or fails to respond in writing (Certified Mail) to the Superintendent's office within twelve (12) calendar days of the date of mailing the Recall Notification, will be removed from the

ARTICLE 12 (continued)

recall list until the following April 30th. R-89

J. Consolidation

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

ARTICLE 13
PROTECTION OF TEACHERS

A. Special Student Needs

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

B. Student Discipline

Teachers shall observe rules published by the Board regarding discipline and punishment of students. In cases of chronic student disrespect or serious discipline problems, the Board agrees to facilitate teacher/parent conferences and provide all appropriate support.

The Board shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the employer to students, teachers, and parents at the commencement of each school year. N-8|

Written statement by the employer governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. A teacher may, at all times, use such force as is necessary to protect himself/herself, a fellow teacher, district employee or administrator, or student from attack, physical abuse or injury. N-8|

C. Assaults

Any duty related case of assault against a teacher shall be promptly reported to the Board or its designated representative. The Board and the Association shall advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. R-8|

D. Summons or Subpoena

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

ARTICLE 13 (continued)

E. Personal Property Protection

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

1. In order to receive reimbursement under this provision teachers must insure that any personal materials which are kept in the school building beyond normal teaching hours or class sessions are locked or secured with prior written approval in manner approved by the building principal. R-90
2. The Board will provide \$500 per elementary building and \$1,000 per the secondary building from which such reimbursement may be made; but in no event shall the Board be liable for reimbursement beyond the building limits in any school year. N-89
3. For any individual teacher, the Board will reimburse, within the limits of the building's budget, only those sums not otherwise covered by insurance available to the teacher including homeowners or other such insurance purchased by the teacher. N-81
4. Reimbursement will be based only upon actual cash value of the property lost, damaged or destroyed. N-81

F. Unsafe Conditions

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

G. Statement of Just Cause

No teacher shall be disciplined or reprimanded without a written statement of just cause by the teacher's appropriate supervisor. Any corrective action taken against a teacher shall be done in private. Information forming the basis for disciplinary action shall be made available to the teacher. R-86

ARTICLE 13 (continued)

H. Rules and Regulations

Teachers are required to comply with the reasonable rules, regulations, and directions which may be from time to time adopted by the Board of Education or its representatives, which are not inconsistent with the provisions of the Agreement, provided that a teacher may reasonably refuse to carry out an order which endangers his/her or a student's health or safety. All rules, regulations or directives pertaining to teachers' duties or responsibilities adopted by the Board will be provided in writing to all newly hired teachers and redistributed to the entire staff annually. R-81

I. Legal Counsel

If any teacher is complained against or sued as a result of reasonable disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render assistance to the teacher in his/her defense, if the teacher's disciplinary action was within the established rules of the Board.

J. Termination by Teachers

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

K. Academic Freedom

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

L. Progressive Corrective Discipline

The Board and the Association subscribe to a policy of progressive corrective discipline which minimally includes oral warning, written reprimand, suspension with or without pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. N-81

ARTICLE 13 (continued)

M. Representation

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

ARTICLE 14

PROFESSIONAL BEHAVIOR

A. Association Self Monitoring

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

B. Teacher Health

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

For the protection of children and teachers and pursuant to State Law, all teachers shall obtain a tuberculin skin test and/or chest x-ray at least once every three years.

ARTICLE 15
STUDENT TEACHING PROGRAM ASSISTANCE

A. Supervising Teacher Experience

Supervising teachers shall have at least three (3) years of teaching experience with at least one (1) year in the local system and shall be a tenure teacher. No student shall be assigned to any supervising teacher without a joint agreement between the classroom teacher and the building principal.

B. Coordination of Program

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

C. Teaching Materials

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

D. Evaluation of Student Teacher

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

E. Limits per Year

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

F. Management of Student Teachers

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

G. Remuneration

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

ARTICLE 16

BARGAINING PROCEDURES

A. Successor Agreement

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

B. Selection and Power of Bargaining Teams

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

C. Meet and Confer Meetings

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

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

D. Bargaining During Closed Contract Periods

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

ARTICLE 16 (continued)

E. Special Program Committees

The following committee structure will be used when:

1. School Improvement Planning is discussed.
2. The Board of Education decides to discuss or implement Site Based Decision Making.
3. The County Committee on Least Restrictive Environment has developed a County-wide plan for implementation, or a change has occurred in the district in absence of a county plan.

Committee Structure:

A committee shall be established which shall be made up of four teachers selected by the Association and four district administrators/board members selected by the board.

The committee shall meet as necessary and at the call of either party, at a mutually agreed upon time.

This committee shall be responsible for establishing its own ground rules, time lines and chairperson.

Nothing shall prohibit either party from requesting that formal negotiations be opened if the district becomes involved in an LRE program. N-90

F. Teacher Evaluation Development Committee

The parties agree to set up an evaluation committee composed of three (3) representatives from the WEA and three (3) from the administration, in the event that the WEA and the Board agree that this section needs to be renegotiated. The purpose of the said committee shall be to develop new evaluation form(s). Any changes agreed to by the development committee must then be ratified by both parties. Changes ratified by both the WEA and the Board shall then become new addendums to the Master Agreement. In the event the parties cannot agree on a new instrument(s), the current instrument shall continue in effect. R-89

ARTICLE 17

GRIEVANCE PROCEDURE

A. Right to File

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

B. Rights Under law

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

C. Individual Right

Any teacher may process a grievance without intervention of the bargaining representative, if the relief is not inconsistent with the terms of this Agreement. Any individual grievance processed by a teacher shall be made known to the Association by the Board through its designated representative. R-81

D. Prior Adjudication

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

E. Form of Grievance

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

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

ARTICLE 17 (continued)

F. Procedure

The grievance procedure shall operate as follows:

1. The number of days indicated at each level should be considered as maximums and every effort should be made to expedite the grievance process. The teacher shall have ten (10) school days from occurrence of any alleged contract violation or ten (10) school days from the time the alleged violation should have been discovered through the exercise of reasonable diligence to file for relief in writing with his/her principal or supervisor. R-86
2. Principals shall have five (5) school days within which they may respond to a grievance.
3. Within ten (10) school days following the principal's response or fifteen (15) school days after the initial filing, a grievance may be appealed to the Superintendent. R-89
4. The Superintendent shall have fifteen (15) school days within which he may respond to a grievance.
5. Within twenty (20) school days following the Superintendent's response, the grievance may be appealed to the Board of Education or to designated representatives of the Board (to consist of three (3) members of the Board). N-81
6. The Board shall have thirty (30) school days within which it may respond to a grievance. N-89
7. Within twenty (20) school days following the Board's response, or if the Board does not respond, the grievance may be submitted to binding arbitration. The selection of an arbitrator and the procedures governing arbitration, shall be in accordance with the rules and procedures of the American Arbitration Association, provided however that the Association shall be solely authorized to file for Arbitration. R-89
8. All costs of arbitration shall be borne by the party whose case does not prevail.

G. Powers of the Arbitrator

The Arbitrator shall be empowered, except as limited herein, to make decision binding upon the parties and to grant such relief as will implement the Agreement of the parties; provided however: N-81

ARTICLE 17 (continued)

1. He may not add to, subtract from, disregard, alter or modify any of the terms of this Agreement. N-81
2. He shall have no power to establish salary scales. N-81
3. He may not change any practice, policy or rule of the Board not inconsistent with the Agreement, nor may he substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule not inconsistent with this Agreement. N-81
4. He shall have no power to decide procedural questions relating to discharge under the Teacher's Tenure Act. N-81

H. Claims for Back Pay

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

I. Failure to Appeal

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

J. Time Limit

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

K. Non-Grievable Items

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

ARTICLE 17 (continued)

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

ARTICLE 18

MISCELLANEOUS PROVISIONS

A. Calling for Illness

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

B. Contract Incorporated into Board Policy

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. No changes in existing rules, policies, and procedures may be unilaterally made that affect wages, hours, or conditions of employment during the duration of this Agreement.

C. Teacher Familiarity with Policy

The Board will take steps to see that teachers are familiar with Board Policies and procedures pertinent to school operations. Teachers are expected to be familiar with and conform to such pertinent policies. The Board will maintain in each building library, one complete updated Board Policy Manual, and will provide one copy of the manual to the President of the WEA.

D. Distribution of Agreement

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

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

F. Teacher Input on Performance of Principal

To provide input concerning the performance of building administrators, a performance form for administrators shall be available to each building staff during the month of February of each year. The WEA shall have the responsibility for providing the performance forms to the

ARTICLE 18 (continued)

teachers. A composite form will be given to the building principal and superintendent. The composite form will provide a valuable perspective for both the principal and superintendent concerning the principal's performance. R-89

G. Reopener Clause - Calendar N-90

The parties shall establish the 1993-94 calendar no later than May 1, 1993. (R-92)

ARTICLE 19

TWO WAY COMMUNICATION NETWORK

A. Responsibility of Teacher

1. At the originating site, the teacher will teach the course content, material, test and evaluate students as approved by the originating school. The teacher shall have the responsibility to report any disciplinary problems at the remote site to the principal of the remote site.
2. The principal at the remote site is responsible for correcting behavior and taking care of discipline when notified by the teacher.

B. Working Conditions

1. Total class size, including originating and remote site, shall not exceed limits indicated in Article 8 of this contract.
2. Teachers who will be presenting classes will be provided with initial and on going training in the use of the two way communication network.

C. Assignments

Assignments to the two way communication network shall be made on a voluntary basis. Selection will be the sole responsibility of the building principal.

D. Broadcast and Rebroadcast

Videotaping of televised classes may be made with the teacher's prior written approval. Such videotapes may be used for the purpose of make-up work for absent telecommunication's students, or other uses as mutually agreed upon by that teacher and the principal.

E. Courier Service

The Board agrees that it will provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating sites and remote sites.

ARTICLE 20

Signatures

NORTHERN BERRIEN COUNTY EDUCATION

BOARD OF EDUCATION

ASSOCIATION/WEA/MEA/NEA

WATERVLIET PUBLIC SCHOOLS

Signed this day _____ . R-92

GRIEVANCE # _____

GRIEVANCE REPORT FORM (Article 17)
Watervliet Public Schools

1						1
1						1
1	Building	1	Assignment	1	Name of Grievant	1
1		1		1		1
1		1		1		1
1		1		1		1
1		1		1		1

STEP I

A. Date Cause of Grievance Occurred: _____

1. Article & Section violated _____

2. Statement Of Grievance: _____

3. Relief Sought: _____

Signature _____ Date _____

C. Disposition of Principal: _____

Signature _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

STEP II

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

Signature _____ Date _____

- C. Position of Grievant and/or Association: _____
-
-
-

Signature _____ Date _____

STEP III

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

Signature of Board Secretary _____ Date _____

- C. Position of Grievant and/or Association: _____
-
-
-

Signature _____ Date _____

STEP IV

- D. Date Submitted to Arbitration: _____

WATERVLIET SCHOOLS
ADDENDUM A

INSURANCE SCHEDULE

INSURANCE OPTIONS AVAILABLE:

PLAN A

Health Insurance:	MESSA SUPER CARE I (All Employees Plan B)
Dental Insurance:	Delta Dental Plan B (All Employees) Option 3 choice if both spouses employed by district
MESSA Life and AD & D:	\$15,000 each employee (All Employees)
MESSA Long Term Disability (90 day)	60% of salary (All Employees)
MESSA Vision:	VSP 2 (Single Subscribers Only)

PLAN B (available to employees not choosing PLAN A)

Dental Insurance:	Delta Dental Plan E Orthodontic rider 0-7
MESSA Life and AD & D:	\$15,000
MESSA Long Term Disability:	60% of salary
MESSA Vision:	VSP 2

The Board shall provide \$339/month per full time equivalent teacher toward the insurance pool, and \$366/month effective July 1, 1993 - June 30, 1994.(R-92)

WATERVLIET SCHOOLS

ADDENDUM B

SALARY SCHEDULE
1992-93
FIRST SEMESTER

BASE
\$20,676

STEP	BA INDEX	BA SALARY	BA+CONT INDEX	BA+CONT SALARY	MA INDEX	MA SALARY	MA+30 INDEX	MA+30 SALARY
15					1.807	\$37,362	1.868	\$38,623
14					1.726	\$35,687	1.766	\$36,514
13			1.635	\$33,805	1.650	\$34,115	1.700	\$35,149
12			1.544	\$31,924	1.600	\$33,082	1.650	\$34,115
11			1.480	\$30,600	1.550	\$32,048	1.600	\$33,082
10			1.430	\$29,567	1.500	\$31,014	1.550	\$32,048
9			1.380	\$28,533	1.450	\$29,980	1.500	\$31,014
8			1.330	\$27,499	1.400	\$28,946	1.450	\$29,980
7			1.280	\$26,465	1.360	\$28,119	1.400	\$28,946
6	1.20	\$24,811	1.240	\$25,638	1.320	\$27,292	1.360	\$28,119
5	1.16	\$23,984	1.200	\$24,811	1.280	\$26,465	1.320	\$27,292
4	1.12	\$23,157	1.160	\$23,984	1.240	\$25,638	1.280	\$26,465
3	1.08	\$22,330	1.120	\$23,157	1.200	\$24,811	1.240	\$25,638
2	1.04	\$21,503	1.080	\$22,330	1.160	\$23,984	1.200	\$24,811
1	1.00	\$20,676	1.040	\$21,503	1.120	\$23,157	1.160	\$23,984

WATERVLIET SCHOOLS

ADDENDUM B

SALARY SCHEDULE
1991-92

STEP	BASE		BA+CONT		MA		MA+30	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
15					1.807	\$36,274	1.868	\$37,498
14					1.726	\$34,648	1.766	\$35,451
13			1.635	\$32,821	1.650	\$33,122	1.700	\$34,126
12			1.544	\$30,994	1.600	\$32,118	1.650	\$33,122
11			1.480	\$29,710	1.550	\$31,115	1.600	\$32,118
10			1.430	\$28,706	1.500	\$30,111	1.550	\$31,115
9			1.380	\$27,702	1.450	\$29,107	1.500	\$30,111
8			1.330	\$26,698	1.400	\$28,104	1.450	\$29,107
7			1.280	\$25,695	1.360	\$27,301	1.400	\$28,104
6	1.20	\$24,089	1.240	\$24,892	1.320	\$26,498	1.360	\$27,301
5	1.16	\$23,286	1.200	\$24,089	1.280	\$25,695	1.320	\$26,498
4	1.12	\$22,483	1.160	\$23,286	1.240	\$24,892	1.280	\$25,695
3	1.08	\$21,680	1.120	\$22,483	1.200	\$24,089	1.240	\$24,892
2	1.04	\$20,877	1.080	\$21,680	1.160	\$23,286	1.200	\$24,089
1	1.00	\$20,074	1.040	\$20,877	1.120	\$22,483	1.160	\$23,286

WATERVLIET SCHOOLS

ADDENDUM B

SALARY SCHEDULE
1993-94

BASE
\$22,145

STEP	BA INDEX	SALARY	BA+CONT INDEX	SALARY	MA INDEX	SALARY	MA+30 INDEX	SALARY
15					1.807	\$40,016	1.868	\$41,367
14					1.726	\$38,222	1.766	\$39,108
13			1.635	\$36,207	1.650	\$36,539	1.700	\$37,647
12			1.544	\$34,192	1.600	\$35,432	1.650	\$36,539
11			1.480	\$32,775	1.550	\$34,325	1.600	\$35,432
10			1.430	\$31,667	1.500	\$33,218	1.550	\$34,325
9			1.380	\$30,560	1.450	\$32,110	1.500	\$33,218
8			1.330	\$29,453	1.400	\$31,003	1.450	\$32,110
7			1.280	\$28,346	1.360	\$30,117	1.400	\$31,003
6	1.20	\$26,574	1.240	\$27,460	1.320	\$29,231	1.360	\$30,117
5	1.16	\$25,688	1.200	\$26,574	1.280	\$28,346	1.320	\$29,231
4	1.12	\$24,802	1.160	\$25,688	1.240	\$27,460	1.280	\$28,346
3	1.08	\$23,917	1.120	\$24,802	1.200	\$26,574	1.240	\$27,460
2	1.04	\$23,031	1.080	\$23,917	1.160	\$25,688	1.200	\$26,574
1	1.00	\$22,145	1.040	\$23,031	1.120	\$24,802	1.160	\$25,688

WATERVLIET SCHOOLS

ADDENDUM C

ATHLETIC SCHEDULE

POSITION	1992-93		1993-94	
	%	SALARY	%	SALARY
	BASE	\$3,536	BASE	\$3,713
HEAD VAR FOOTBALL	1.000	\$3,536	1.000	\$3,713
ASS'T FOOTBALL	0.700	\$2,475	0.700	\$2,599
ASS'T FOOTBALL	0.700	\$2,475	0.700	\$2,599
TV FOOTBALL	0.700	\$2,475	0.700	\$2,599
SS'T JV FOOTBALL	0.455	\$1,609	0.455	\$1,689
COUNTRY (BOYS')	0.700	\$2,475	0.700	\$2,599
-COUNTRY (GIRLS')	0.700	\$2,475	0.700	\$2,599
G-V-BASK.BALL	1.000	\$3,536	1.000	\$3,713
G-JV-BASK.BALL	0.700	\$2,475	0.700	\$2,599
HEAD BOYS BASK.BALL	1.000	\$3,536	1.000	\$3,713
JV BOYS BASK.BALL	0.700	\$2,475	0.700	\$2,599
NINTH BOYS BASK.BALL	0.500	\$1,768	0.500	\$1,857
WRESTLING	0.700	\$2,475	0.700	\$2,599
ASS'T WRESTLING	0.500	\$1,768	0.500	\$1,857
VOLLEYBALL	0.700	\$2,475	0.700	\$2,599
JV VOLLEYBALL	0.500	\$1,768	0.500	\$1,857
HEAD TRACK (BOYS')	0.700	\$2,475	0.700	\$2,599
HEAD TRACK (GIRLS')	0.700	\$2,475	0.700	\$2,599
ASS'T TRACK	0.500	\$1,768	0.500	\$1,857
HEAD BASEBALL	0.700	\$2,475	0.700	\$2,599
JV BASEBALL	0.500	\$1,768	0.500	\$1,857
SOFTBALL	0.700	\$2,475	0.700	\$2,599
JV SOFTBALL	0.500	\$1,768	0.500	\$1,857
EIGHTH FOOTBALL	0.400	\$1,414	0.400	\$1,485
SEVENTH FOOTBALL	0.400	\$1,414	0.400	\$1,485
EIGHTH B-BASK.BALL	0.400	\$1,414	0.400	\$1,485
SEVENTH B-BASK.BALL	0.400	\$1,414	0.400	\$1,485
EIGHTH G-BASK.BALL	0.400	\$1,414	0.400	\$1,485
SEVENTH G-BASK.BALL	0.400	\$1,414	0.400	\$1,485
EIGHTH TRACK	0.400	\$1,414	0.400	\$1,485
SEVENTH TRACK	0.400	\$1,414	0.400	\$1,485
EIGHTH VOLLEYBALL	0.350	\$1,238	0.350	\$1,300
SEVENTH VOLLEYBALL	0.350	\$1,238	0.350	\$1,300
JRHI WRESTLING	0.270	\$955	0.270	\$1,003
VAR-CHEERLEADING	0.400	\$1,414	0.400	\$1,485
JV-CHEERLEADING	0.280	\$990	0.280	\$1,040
JRHI CHEERLEADING	0.160	\$566	0.160	\$594
HEAD GOLF	0.600	\$2,122	0.600	\$2,228

WATERVLIET SCHOOLS

ADDENDUM D

EXTRA DUTY SCHEDULE
1992-93

BASE
\$3,536

POSITION	%	SALARY	POSITION	%	SALARY
HS BAND	0.440	\$1,556			
HS CHOIR	0.440	\$1,556	K-12 PE CHAIR	0.100	\$354
N EL MUSICAL	0.050	\$177	K-12 LIBRARY CHAIR	0.100	\$354
S EL MUSICAL	0.050	\$177	K-12 COUNSEL CHAIR	0.100	\$354
HS MUSICAL	0.300	\$1,061	K-12 FINE ARTS	0.100	\$354
ASS'T MUSICAL	0.180	\$636	J/S SP.ED. CHAIR	0.100	\$354
HS PLAY	0.250	\$884	J/S MATH CHAIR	0.100	\$354
ASS'T PLAY	0.150	\$530	J/S VOC. CHAIR	0.100	\$354
HS VARIETY	0.200	\$707	J/S IND. ARTS CHAIR	0.100	\$354
ASS'T VARIETY	0.120	\$424	J/S ENGLISH CHAIR	0.100	\$354
JRHI VARIETY	0.200	\$707	J/S SOC. STU CHAIR	0.100	\$354
ASS'T JRHI VARIETY	0.120	\$424	J/S BUSINESS CHAIR	0.100	\$354
HS STUDENT COUNCIL	0.200	\$707	J/S SCIENCE CHAIR	0.100	\$354
JRHI STUDENT COUNCIL	0.130	\$460	EIGHTH CHAIR	0.100	\$354
S EL STUDENT COUNCIL	0.130	\$460	SEVENTH CHAIR	0.100	\$354
N EL STUDENT COUNCIL	0.130	\$460	SIXTH CHAIR	0.100	\$354
NAT'L HONOR SOCIETY	0.060	\$212	FIFTH CHAIR	0.100	\$354
WYO	0.060	\$212	FOURTH CHAIR	0.100	\$354
SPANISH CLUB	0.060	\$212	THIRD CHAIR	0.100	\$354
GOLF CLUB	0.060	\$212	SECOND CHAIR	0.100	\$354
ART CLUB	0.060	\$212	FIRST CHAIR	0.100	\$354
JRHI HONOR CLUB	0.060	\$212	KINDER CHAIR	0.100	\$354
SR CLASS ADV	0.150	\$530	EL SP.ED. CHAIR-N	0.100	\$354
SR CLASS ADV	0.150	\$530	EL SP.ED. CHAIR-S	0.100	\$354
JR CLASS ADV	0.150	\$530	EL CHAPT I CHAIR-N	0.100	\$354
JR CLASS ADV	0.150	\$530	EL CHAPT I CHAIR-S	0.100	\$354
SO CLASS ADV	0.090	\$318	AUDITORIUM DIR	0.150	\$530
SO CLASS ADV	0.090	\$318	SIXTH GR CAMP DIR	0.115	\$407
FR CLASS ADV	0.090	\$318	SIXTH GR CAMP CHAP	0.015	\$53
FR CLASS ADV	0.090	\$318	SIXTH GR CAMP CHAP	0.015	\$53
EIGHTH CLASS ADV	0.090	\$318	SIXTH GR CAMP CHAP	0.015	\$53
SEVENTH CLASS ADV	0.090	\$318	SIXTH GR CAMP CHAP	0.015	\$53
INTRAMURAL SPORTS	0.130	\$460	POM PON ADV	0.150	\$530
			HS YEARBOOK	0.100	\$354
			JH YEARBOOK	0.060	\$212
			TV-JOURNALISM	0.150	\$530
			QUIZ BOWL	0.200	\$707
DRIVER'S ED			DUAL BLDG ASSIGNMENT		
SALARY BASE X .075%			SALARY BASE X .75%		
PER HOUR	\$15.82		PER YEAR	\$158	

WATERVLIET SCHOOLS

ADDENDUM D

EXTRA DUTY SCHEDULE
1993-94

BASE
\$3,713

POSITION	%	SALARY	POSITION	%	SALARY
HS BAND	0.440	\$1,634			
HS CHOIR	0.440	\$1,634	K-12 PE CHAIR	0.100	\$371
N EL MUSICAL	0.050	\$186	K-12 LIBRARY CHAIR	0.100	\$371
S EL MUSICAL	0.050	\$186	K-12 COUNSEL CHAIR	0.100	\$371
HS MUSICAL	0.300	\$1,114	K-12 FINE ARTS	0.100	\$371
ASS'T MUSICAL	0.180	\$668	J/S SP.ED. CHAIR	0.100	\$371
HS PLAY	0.250	\$928	J/S MATH CHAIR	0.100	\$371
ASS'T PLAY	0.150	\$557	J/S VOC. CHAIR	0.100	\$371
HS VARIETY	0.200	\$743	J/S IND. ARTS CHAIR	0.100	\$371
ASS'T VARIETY	0.120	\$446	J/S ENGLISH CHAIR	0.100	\$371
JRHI VARIETY	0.200	\$743	J/S SOC. STU CHAIR	0.100	\$371
ASS'T JRHI VARIETY	0.120	\$446	J/S BUSINESS CHAIR	0.100	\$371
JRHI STUDENT COUNCIL	0.200	\$743	J/S SCIENCE CHAIR	0.100	\$371
SRHI STUDENT COUNCIL	0.130	\$483	EIGHTH CHAIR	0.100	\$371
S EL STUDENT COUNCIL	0.130	\$483	SEVENTH CHAIR	0.100	\$371
N EL STUDENT COUNCIL	0.130	\$483	SIXTH CHAIR	0.100	\$371
NAT'L HONOR SOCIETY	0.060	\$223	FIFTH CHAIR	0.100	\$371
WYO	0.060	\$223	FOURTH CHAIR	0.100	\$371
SPANISH CLUB	0.060	\$223	THIRD CHAIR	0.100	\$371
GOLF CLUB	0.060	\$223	SECOND CHAIR	0.100	\$371
ART CLUB	0.060	\$223	FIRST CHAIR	0.100	\$371
JRHI HONOR CLUB	0.060	\$223	KINDER CHAIR	0.100	\$371
SR CLASS ADV	0.150	\$557	EL SP.ED. CHAIR-N	0.100	\$371
SR CLASS ADV	0.150	\$557	EL SP.ED. CHAIR-S	0.100	\$371
JR CLASS ADV	0.150	\$557	EL CHAPT I CHAIR-N	0.100	\$371
JR CLASS ADV	0.150	\$557	EL CHAPT I CHAIR-S	0.100	\$371
SO CLASS ADV	0.090	\$334	AUDITORIUM DIR	0.150	\$557
SO CLASS ADV	0.090	\$334	SIXTH GR CAMP DIR	0.115	\$427
FR CLASS ADV	0.090	\$334	SIXTH GR CAMP CHAP	0.015	\$56
FR CLASS ADV	0.090	\$334	SIXTH GR CAMP CHAP	0.015	\$56
EIGHTH CLASS ADV	0.090	\$334	SIXTH GR CAMP CHAP	0.015	\$56
SEVENTH CLASS ADV	0.090	\$334	SIXTH GR CAMP CHAP	0.015	\$56
INTRAMURAL SPORTS	0.130	\$483	POM PON ADV	0.150	\$557
			HS YEARBOOK	0.100	\$371
			JH YEARBOOK	0.060	\$223
			TV-JOURNALISM	0.150	\$557
			QUIZ BOWL	0.200	\$743
DRIVER'S ED			DUAL BLDG ASSIGNMENT		
SALARY BASE X .075%			SALARY BASE X .75%		
PER HOUR	\$16.61		PER YEAR		\$166

WATERVLIET PUBLIC SCHOOLS

ADDENDUM E

TEACHER EVALUATION

A copy of the current teacher evaluation instrument shall be included in this addendum or in the teacher handbook.

WATERVLIET PUBLIC SCHOOLS
Addendum F N -90
LEAVE OF ABSENCE AND CLEARANCE FOR RETURN TO WORK

PAID LEAVES:

TEACHER CONTRACT

_____ PERSONAL ILLNESS OR DISABILITY ARTICLE 10
B1 & 5 & 6
WAS A PHYSICIAN CONSULTED? _____
NAME OF PHYSICIAN _____
WAS INJURY JOB CONNECTED? _____
WERE DRUGS PRESCRIBED? _____
JOB LIMITATIONS IF ANY _____
DO YOU HAVE PHYS. CLEARANCE? _____

_____ ILLNESS IN IMMEDIATE FAMILY B 2 & 3
FAMILY MEMBER _____
PHYSICIAN _____

_____ PERSONAL MEDICAL OR DENTAL APPOINT- B 4
MENTS. PHYSICIAN _____
DENTIST _____
OTHERS _____

_____ FUNERAL LEAVE: MEMBER B 7

_____ PERSONAL LEAVE: B 8
REASON _____

_____ JURY DUTY C 1

_____ COURT SUBPOENA C 2

_____ APPROVED VISITATION B 9
SCHOOL VISITED _____
CONFERENCE ATTENDED _____

UNPAID LEAVES:
_____ LEAVE WITHOUT PAY D 1 & 2 & 3
REASON _____

ASSOCIATION:
_____ LEAVE-ASSOCIATION E

DATES ABSENT: _____ SUBSTITUTE _____

APPROVED _____ DENIED _____ ABSENTEE _____

APPROVED _____ DENIED _____ SUPERVISOR'S SIGNATURE _____

File:ADDF _____ SUPERINTENDENT'S OFFICE _____