

MASTER AGREEMENT

BETWEEN THE

*WATERSMEET TOWNSHIP
BOARD OF EDUCATION*

AND THE

*WATERSMEET
EDUCATION ASSOCIATION*

2009-2011

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This Agreement entered into this 1st day of July 1976, by and between the Board of Education of the Township of Watersmeet, Michigan, hereinafter called the *Board* and the Watersmeet Education Association, hereinafter called the *Association*.

WITNESSETH

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

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

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

ARTICLE I
Recognition

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

ARTICLE II

Teacher Rights

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

ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one (1) year term of this agreement.
- B. The President or alternate of the Association shall be released from regular duties for the purpose of participating in area, regional, or state meetings of the Michigan Education Association. These meetings are not to exceed a total of three (3) school days. The Association will pay for a substitute teacher. The teacher or Association shall notify the Superintendent in writing at least one (1) week prior to the meeting.
- C. When a teacher is absent, the administration shall make every effort to find a substitute.
- D.
 - 1. Section B applies to the nurse.
 - 2. For 2008-09, the nurse shall be compensated at a rate of \$19.13 per hour and \$21.32 per hour when teaching a class.
 - 3. The nurse shall receive pay for the following holidays: Thanksgiving, Christmas, New Years Day, Good Friday, and Memorial Day.
 - 4. For professional development, costs will be paid as in the past out of applicable grants so long as they are received.

ARTICLE IV
Teaching Hours

- A. 1. The teacher day shall be from 8:12 a.m. to 3:03 p.m. for both elementary and secondary teachers.
2. The elementary day for students shall be as follows:

a.m.: 8:17 a.m. to 11:15 a.m.
lunch: 11:15 a.m. to 11:45 a.m.
p.m. 11:45 a.m. to 2:58 p.m.

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

3. Elementary teachers shall have the following breaks during the scheduled day:
- a. 20 minute recess
 - b. 30 minute duty-free lunch
 - c. 250 minutes of prep per week to average 50 minutes per day, including recesses
4. The secondary day for students shall be as follows:

Period 1: 8:17 a.m. to 9:07 a.m.
Period 2: 9:10 a.m. to 10:00 a.m.
Period 3: 10:03 a.m. to 10:53 a.m.
Period 4: 10:56 a.m. to 11:46 a.m.
Lunch: 11:49 a.m. to 12:19 p.m.
Period 5: 12:22 p.m. to 1:12 p.m.
Period 6: 1:15 p.m. to 2:05 p.m.
Period 7: 2:08 p.m. to 2:58 p.m.

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

5. Teachers are not to leave their classrooms when students are present, except in the case of an emergency. They are to be in their rooms when the class period begins, and not leave until the class period ends.
6. On days of home games, teachers with game assignments will be allowed to leave school at the end of the school day.
7. The nurse's regular schedule shall consist of five (5) hours per day.

ARTICLE V

Teacher Loads and Assignments

- A. The weekly teaching load in the high school will not exceed six (6) class periods which may include one (1) guided study. In the elementary grades, equivalent teaching loads will be assigned. These loads are to be set up and agreed upon by the elementary teachers and administration.
- B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training whenever possible.
- C. All teachers shall have a duty-free lunch period.

ARTICLE VI
Teaching Conditions

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

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

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

ARTICLE VII

Transfers/Vacancies

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

ARTICLE VIII

Leave of Absence and Sick Leave Policies

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

ARTICLE IX

Insurance Protection

- A. The Board shall provide without cost MESSA Super Care 1 (2003 Revision with \$100/\$200 Board reimbursed deductibles and the preferred Rx, \$5/\$10, non-reimbursed co-pay) health insurance for each bargaining unit member and his/her eligible dependents with a PAK at annual Board option. Beginning March 1, 2010 the Board shall provide without cost MESSA Choices 2 (\$200-\$400 reimbursable deductible and \$10 office visit with the preferred Rx, \$5/\$10) for each bargaining unit member and his/her eligible dependents with a PAK at annual Board option. Payment of premiums shall be for a full twelve (12) month period, July 1 through June 30, except for those employees who terminate their employment at the end of the regular school year for reasons other than retirement. For these employees, insurance coverage will terminate on the termination date of this contract. For employees who terminate their employment during the regular school year, insurance coverage will end on their last day of employment. Payments will be made directly into the company funds, either monthly or semi-monthly.

Part-time employees working 3/7 time or more shall be eligible for fully paid single coverage or prorata two-person or family coverage. Part-time employees working less than 3/7 time shall be eligible for prorata benefits.

- B. The Board shall provide the MESSA Dental Care Program for all teachers of the bargaining unit and their eligible dependents; Delta Dental Auto + Plan with Orthodontic Rider 008, including internal and external coordination of benefits.
- C. The Board shall provide the MESSA full family Vision Care, VSP-3 to all teachers of the bargaining unit and their eligible dependents.
- D. The Board shall provide, at no cost to the teacher, group term life insurance in the amount of \$20,000. The Board shall select the carrier and a MESSA PAK will be considered.
- E. Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply the dollar (\$) amount of a single subscriber's rate for other MESSA options or towards an annuity program.

The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

For those bargaining unit members opting to participate, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status. The plan will also include child care and annuities.

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

- F. The Board agrees to negotiate an early retirement package with an individual employee at that employee's request.
- G. The nurse shall receive prorata coverage based on actual hours worked.

ARTICLE X
Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The primary purpose of the evaluation procedure is to assist and help teachers improve their instructional capabilities.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
- C. With the exception of the administration, a teacher's personnel file shall be considered confidential, and no material, including evaluations, shall be released to a third party without the written consent of the teacher unless ordered by a court.
- D. The evaluation of Probationary and Tenured Teachers will be in accordance with the Michigan Teacher Tenure Law.
- E. Only the Superintendent and/or Principal will evaluate bargaining unit members.
- F. Sections A, B, C, and E apply to the nurse.

ARTICLE XI

Protection of Teachers

- A. The school recognizes its responsibilities to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies. The teacher bears the responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy. It shall be the responsibility of the teacher to report to the Principal, the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation.
- B. Any case of assault upon a teacher, by a pupil or otherwise, on school property shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if in the opinion of the Board the teacher is in the right.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teachers against a student, the Board will render assistance to the teacher in his defense, if in the opinion of the Board the teacher is right.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, shall not be charged against the teacher, provided the teacher's action was proper in the opinion of the Board.
- E. Teachers shall exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss of person or property.
- F. No teacher shall be laid off because of necessary reduction in personnel for any school year unless the teacher has been notified of the layoff at least sixty (60) days prior to the last teaching day of the previous school year.
- G. In the event of a reduction in personnel, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be retained. If two or more people meet the above criteria, the one with the longest period of continuing tenure shall be retained.
- H. Recall of teachers shall be in the inverse order of layoff, i.e. those laid off last will be recalled first provided, however, that a teacher in order to be reassigned shall be certified and qualified. The Board will tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification. A teacher shall maintain recall

rights equal to the greater of two (2) years or the number of years said teacher has been employed by the Watersmeet Township School District.

- I. The Association shall be provided with a seniority list by the end of October for each new school year. Seniority shall be based upon the length of service at the Watersmeet School District as defined in Article 1, Section A of this contract.
- J. Sections A through D apply to the nurse.
- K. In the event the nurse is laid off or her hours are reduced, she shall be provided with thirty (30) calendar days written notice prior to layoff or reduction.

ARTICLE XII

Negotiation Procedures

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

ARTICLE XIII
Grievance Procedure

A. Definitions:

1. A grievance shall be a complaint which has been reduced to a written statement of the violation of any provision of the Agreement. The grievance shall name and be signed by the aggrieved teacher. If the grievance involves more than one teacher, it shall be an association grievance and will be signed by the President of the Association. It shall contain a statement of facts upon which the grievance is based with reference to the Article and Section of the Agreement, which has been allegedly violated, and shall state the relief requested.

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

2. A *party of interest* is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term *days* as used herein shall mean the days in which school is in session.

B. Purpose:

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

C. Procedure:

1. The teacher with an alleged grievance shall first discuss the matter with the Association. If the Association concurs a grievance exists, move to Section C.2.
2. The teacher with a grievance will discuss the matter with the Superintendent within five (5) school days either individually or with an Association representative, with the object of resolving the matter informally. The Superintendent shall make his decision known within three (3) days.
3. If the grievance is not resolved by the Superintendent, it shall be referred to the Board of Education to be disposed of in a mutually satisfactory manner within five (5) days after discussion.
4. In case a decision is then not reached, either party has the right to invoke the arbitration machinery of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The cost of arbitration by the American Arbitration Association, is to be born equally by each party.

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

D. Rights to Representation:

1. The teacher with the grievance may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or person. Provided, further; when a teacher is not represented by the Association, a representative of the Association shall have the right to be present and to state its law.

E. Miscellaneous:

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

F. The above shall apply to the nurse.

ARTICLE XIV

Management Right Clause

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

ARTICLE XV

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. 1. The school calendar shall be negotiated annually between the Association and the Board of Education. The Board of Education shall set the opening day of school. The calendar shall provide for a maximum of 181 days of which 180 days of instruction must be provided for the children, except for Acts of God. One day shall be for professional development as determined by the administration. Two (2) evenings of not more than three (3) hours each will be scheduled for parent-teacher conferences; one (1) to be held at the end of the first marking period. The dates of the conferences will be mutually agreed upon by the Association and the Superintendent. All teachers are to be present for these evenings.
 - 2. There will be no additional makeup of snow days if the instructional time can cover it. If necessary, the District shall request the additional exemption from the State.
- C. Elementary teachers will be responsible for the extra activities of the elementary department, whereas: secondary teachers will assist in the secondary school activities on a rotating schedule.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Grievance forms shall be developed by the Superintendent and the Association. This form shall be attached to this Agreement.
- F. The use of personal cars on school business shall be reimbursed at the IRS rate with the approval of the Superintendent.
- G. The Board shall provide for payroll deductions of Association dues. Dues shall be deducted on a monthly basis for ten (10) months, provided the teacher signs a payroll authorization from allowing such deductions; this begins January 1, 1984.
- H. Each teacher shall have the option of receiving bi-weekly checks through the summer or receive a lump sum on the last school day of the year. The method of payment will be decided by each teacher.

- I. The school calendar shall be based on 181 workdays. In the event that this is increased, the per diem compensation for the increased number of days shall be negotiated.
- J. The Board agrees to review with the Association the impact of placing medically fragile and/or mainstreamed students in a regular classroom.
- K. Teachers shall be expected to notify the Superintendent's office whenever there is any problem with the equipment found in the teacher's room or any equipment the teacher is using.
- L. When an absent teacher's class is assigned to another teacher, the receiving teacher will be compensated at the substitute teaching hourly rate.
- M. The following sections shall apply to the nurse: A, D, E, F, G, H, and K.
- N. The nurse's work year shall be the same as the teachers' and any additional assigned days.
- O. Sections that apply to the nurse are only those sections expressly stated herein.
- P. If the professional development programs provided by the ISD are irrelevant to an individual teacher's needs, said teacher(s) may remain on site working on curriculum at the administrator's discretion.

ARTICLE XVI
Professional Fees

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Fee to the Association an amount equal to the Professional Dues of the Association. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association, the Board, acting on the request of the Association, shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.
- B. Save Harmless: In the event the Board, acting on the request of the Association, discharges or attempts to discharge any employee at the Association's request, the Association shall indemnify the Board, the Administration, and individual Board members against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.
- C. The above shall apply to the nurse.

ARTICLE XVII

Early Retirement Incentive

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

ARTICLE XVIII

Site-Based Decision Making

- A. Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.
- B. Participation on a SBDM committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.
- C. The Association may choose one (1) member from the bargaining unit to serve on each school's committee(s).
- D. The above shall apply to the nurse.

ARTICLE XIX
Mentor Teachers

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary and without compensation.
 - 2. Every effort will be made to match Mentor Teachers and Mentees who work in the same building.
 - 3. Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
- D. The purpose of the mentor/teacher match is to acclimate the teacher and to provide assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in any evaluation.

ARTICLE XX

Public School Academies (Charter Schools)

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

ARTICLE XXI

Tuition Reimbursement

- A. The Board of Education shall establish a Tuition Reimbursement fund to help defer teacher costs for advanced education credits. The total annual reimbursement for college credits shall not exceed \$5,000 during any year. The fund shall be non-cumulative. Reimbursement shall be subject to the following criteria:
1. Reimbursements shall not apply towards the first 18 credits earned beyond a Bachelors Degree that are required to meet continuing certificate requirements.
 2. To qualify for reimbursement, credits must be graduate credits in an approved program or in approved courses which will enhance their teaching ability in the Watersmeet Township School District.
 3. CEU's which can be applied as graduate credit will also be reimbursed.
 4. To qualify for reimbursement, the teacher must receive a passing grade and provide a copy of the grade slip to the District.
 5. Reimbursement shall be limited to a maximum of \$300.00 per approved credit hour.
 6. Reimbursement shall be prorated (divided equally among qualifying staff) if the total payout would exceed the \$5,000 maximum.
 7. Teachers must return to a teaching assignment in the District the following year to qualify for reimbursement.
 8. Reimbursement for the preceding year shall be in October each year. For example, reimbursements for the 2009-2010 school year shall be in October, 2010.

ARTICLE XXI

Duration of Agreement

This Agreement shall be effective as of July 1, 2009, and shall continue in effect for two (2) years until the 30th day of June, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. However, upon written notice to the other party, no more than 120 days nor less than 60 days before the expiration of the contract, either party may request the reopening of negotiations for the next school year or years.

This Article applies to the nurse.

SICK LEAVE POLICY

WATERSMEET TOWNSHIP SCHOOL DISTRICT ADOPTED BY BOARD OF EDUCATION May 12, 1955 - Revised April 27, 1964

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

1. DEFINITIONS

- A. **Sick Leave** is defined to mean the absence of any teacher from his or duty because of illness, injury, disability or quarantine; also death or serious illness in the immediate family.
- B. **Immediate family** shall be defined to mean husband, wife, children, father, mother, sister, and brothers, regardless of resident. It may also be construed to mean any other relative member of the family unit living in the same household no matter what the degree of relationship. This also includes grandparents.
- C. **In laws** shall be defined to mean father, mother, sister and brother, of husband or wife of employee, also husband or wife of brother or sister. This also includes grandparents of husband or wife.

2. SICK LEAVE

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

- A. Full salary will be paid for twelve (12) days sick leave for each year of service. Said twelve (12) days are to be credited at the beginning of each school year. This policy therefore goes into effect as of July 1, 1974. All unused sick leave acquired prior to above date of July 1, 1974 shall remain in force and which then could be allowed to accumulate up to a maximum of 180 days for 2010-2011. Sick leave for part-time employees shall be proportionate to the time served. The policy is construed to be retroactive to the maximum for present employees depending upon their years of service.
- B. Injury: An employee sustaining injury in the course of Board of Education employment shall be eligible for sick leave benefits, provided that where he or she received income under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his or her regular salary for a period not to exceed the cumulative reserve.
- C. Quarantine: An employee who fails to render assigned service due to a legally established quarantine which he or she took reasonable precautions to avoid shall be entitled to the same leave as though he or she were personally ill.

- D. Unused Sick Leave: Any teacher employed in this district for a minimum of ten (10) years shall receive upon retirement from this school district, compensation for each unused sick leave day, up to a maximum of 180 days for 2008-2009. Compensation shall be figured by taking .09% (.0009) of the person's highest annual salary and multiplying this number by the number of sick leave days coming.
- E. Temporary Disability: All employees who know in advance that they will be going on leave for a temporary disability must give three (3) weeks advance notice of when he or she intends to begin leave. All employees with a temporary disability must get a doctor's approval to continue work.
All employees who go on leave for a temporary disability must return to work within two (2) weeks after receiving a doctor's approval to return to work. Such approval from the doctor must be presented to the Superintendent or his designate.
- F. Maternity is considered a disability. It is available to female employees under the sick leave policy of this contract.

3. NON-CUMULATIVE LEAVE

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

- A. Leaves may be granted for attending educational meetings and as a delegate, officer, committee member, speaker or legislative agent of any local, state or national education association.
- B. Leaves may be granted for answering court summons and serving on community sponsored projects.
- C. Employees must make proper application to the Superintendent of the school for absences for above purposes.
- D. Discretion of the Superintendent is to determine length of time and validity of above leaves or any leaves not contained in the above.

4. LEAVE OF ABSENCE WITHOUT PAY

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

- A. Any employee may, upon proper application to the Superintendent of Schools and approval of the Board of Education, be granted an extended leave of absence.
- B. In cases of extended illness, disability or convalescence leave, employees shall be required to have such health examination as may be required by the Board of Education before reinstatement.

5. ADMINISTRATIVE RULES

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

- A. All sick leave benefits for less than five (5) days must be claimed immediately after termination of the period of disability by properly executing a form approved by the Superintendent and filed with the Principal. If disability at any one time exceeds five (5) days, a certificate signed by a qualified member of the medical profession is required. If disability is prolonged, the above certificate will be required on or before the first day of each month and again when returning to duty.
- B. All teachers shall elect, from among themselves, three (3) members to serve on a continuous committee. This group will work with the Superintendent in interpreting any sick leave not covered by this policy with final approval of the Board of Education.
- C. All teachers shall notify the Superintendent or designee by 7:30 a.m. of the day upon which they are unable to perform their duties. Failure to do so shall require Board approval before such sick leave shall be granted.
- D. **Death in the Family:** Absence without loss of salary shall be allowed for a period not to exceed three (3) days upon death of a member of the immediate family. Said time will not be charged to the cumulative reserve. Any reasonable additional time may be granted upon the discretion of the Superintendent.
- E. **Illness in the Family:** Absence without loss of salary shall be allowed for a period of five (5) days upon an accident or serious illness of a member of the immediate family where said member is hospitalized or under a doctor's care at the home and no other arrangements are possible. The need for a relative to secure dental care or to obtain eye glasses are not considered sufficient reasons for an employee's absence under this sick leave policy. Time to be charged to the cumulative reserve.
- F. **Death of In-Laws:** Absence without loss of salary shall be granted for a period of one (1) day upon death of an in-law. Any additional leave shall be granted at the discretion of the Superintendent. In both instances such time will be charged to the cumulative reserve.
- G. **Emergency/Personal Business:** Absence without loss of salary shall be allowed for a period of three (3) days for the teacher's personal business. These three (3) days are not accumulative and are not charged against the cumulative reserve. The teacher will be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

Flagrant violations of this agreement would be cause for negotiations toward cancellation of the privilege of personal leave. All requests for personal leave must be submitted in writing, on a form provided by the Board, to the Superintendent at least three (3) days in advance of

days requested. A verbal request will be considered if an emergency is of a nature to make advance request impossible.

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

6. NURSE

All sections herein (Sick Leave Policy) apply to the nurse on a prorata basis.

**WATERSMEET EDUCATION ASSOCIATION
SALARY SCHEDULE
2009-2010**

STEP	BS	MS
<i>Increment</i>	<i>(1,715)</i>	<i>(1,825)</i>
0	34,318	36,553
1	36,033	38,378
2	37,748	40,203
3	39,463	42,028
4	41,178	43,853
5	42,893	45,678
6	44,608	47,503
7	46,323	49,328
8	48,038	51,153
9	49,753	52,978
10	51,468	54,803
11	53,183	56,628
12	54,898	58,453
13	56,613	60,278
14		62,103

Longevity

15	58,328	63,928
20	60,043	65,753
25	61,758	67,578

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

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

This pay schedule shall be effective with the first pay period in January, 2010 unless the insurance changes do not occur by March 1, 2010. In that case, this salary schedule will take effect with the first pay period following the implementation of the change in insurance.

**WATERSMEET EDUCATION ASSOCIATION
SALARY SCHEDULE
2010-2011**

STEP	BS	MS
<i>Increment</i>	<i>(1,740)</i>	<i>(1,852)</i>
0	34,833	37,101
1	36,573	38,953
2	38,313	40,805
3	40,053	42,657
4	41,793	44,509
5	43,533	46,361
6	45,273	48,213
7	47,013	50,065
8	48,753	51,917
9	50,493	53,769
10	52,233	55,621
11	53,973	57,473
12	55,713	59,325
13	57,453	61,177
14		63,029

Longevity

15	59,193	64,881
20	60,933	66,733
25	62,674	68,585

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

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

EXTRA DUTY COMPENSATION

2009-2010

ACTIVITY	2009-10
Double Elem. Grade (<i>all day, all year</i>)	\$2,097
Double Elem. Grade (<i>half days, all year OR all day one semester</i>)	\$1,048
Drama	\$816
Sr. Class Advisor	\$603
Jr. Class Advisor	\$483
Sophomore Advisor	\$353
Freshman Advisor	\$353
8th Grade Advisor	\$220
7th Grade Advisor	\$220
Cheerleader Advisor	\$612
Boys' Varsity Basketball Coach	\$4,348
Girls' Varsity Basketball Coach	\$4,348
Boys' Jr. Varsity Basketball Coach	\$2,127
Girls' Jr. Varsity Basketball Coach	\$2,127
Boys' Junior High Basketball Coach	\$1,561
Girls' Junior High Basketball Coach	\$1,561
Elementary Boys' & Girls' Basketball	\$534
High School Volleyball	\$2,036
Boys' H.S. Track Coach	\$1,112
Girls' H.S. Track Coach	\$1,112
Boys' Jr. High Track Coach	\$474
Girls' Jr. High Track Coach	\$474
Golf Coach	\$1,052
Yearbook Advisor	\$910
Jr. Class Prom Advisor	\$282
Ticket Seller per night	\$33.73
Ticket Taker per night	\$29.63

Extra Duty Compensation, continued

ACTIVITY	2009-10
Score Keeper-Varsity	\$33.88
Score Keeper-Jr. Varsity	\$26.67
Time Keeper-Varsity	\$34.95
Time Keeper-Jr. Varsity	\$26.67
Hall Duty	\$31.74
Gifted and Talented Coordinator	\$458

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

**EXTRA DUTY COMPENSATION
2010-2011**

ACTIVITY	2010-11
Double Elem. Grade (<i>all day, all year</i>)	\$2,129
Double Elem. Grade (<i>half days, all year OR all day one semester</i>)	\$1,063
Drama	\$828
Sr. Class Advisor	\$612
Jr. Class Advisor	\$491
Sophomore Advisor	\$358
Freshman Advisor	\$358
8th Grade Advisor	\$224
7th Grade Advisor	\$224
Cheerleader Advisor	\$621
Boys' Varsity Basketball Coach	\$4,413
Girls' Varsity Basketball Coach	\$4,413
Boys' Jr. Varsity Basketball Coach	\$2,159
Girls' Jr. Varsity Basketball Coach	\$2,159
Boys' Junior High Basketball Coach	\$1,584
Girls' Junior High Basketball Coach	\$1,584
Elementary Boys' & Girls' Basketball	\$542
High School Volleyball	\$2,066
Boys' H.S. Track Coach	\$1,128
Girls' H.S. Track Coach	\$1,128
Boys' Jr. High Track Coach	\$481
Girls' Jr. High Track Coach	\$481
Golf Coach	\$1,067
Yearbook Advisor	\$923
Jr. Class Prom Advisor	\$286
Ticket Seller per night	\$34.24
Ticket Taker per night	\$30.08

Extra Duty Compensation, continued

ACTIVITY	2010-11
Score Keeper-Varsity	\$34.39
Score Keeper-Jr. Varsity	\$27.07
Time Keeper-Varsity	\$35.47
Time Keeper-Jr. Varsity	\$27.07
Hall Duty	\$32.22
Gifted and Talented Coordinator	\$465

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

OTHER AGREEMENTS:

A committee shall be formed to review the Teacher Handbook. The intent of the committee shall be to identify and remove items which are mandatory subjects of bargaining and make suggestions for improvement/change.

If the District shall implement a Multi-Grade classroom for the 2010-2011 school year, the parties shall meet and negotiate changes to the Extra Duty Compensation "Double Elem. Grade" upon request of either party.

This contract signed this _____ day of _____, 2010.

FOR THE WATERSMEET EDUCATION ASSOCIATION:

PRESIDENT

VICE PRESIDENT

SECRETARY-TREASURER

FOR THE WATERSMEET BOARD OF EDUCATION:

PRESIDENT

SECRETARY

TREASURER