

**Agreement between
The Board of Education
of the
The Waterford School District
and the
Waterford Education Association

2020 - 2024**



**Human Resources 501 N. Cass Lake Road
Waterford, MI 48328
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WATERFORD SCHOOL DISTRICT

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MASTER AGREEMENT

THE WATERFORD SCHOOL DISTRICT BOARD OF EDUCATION

and

THE WATERFORD EDUCATION ASSOCIATION

THIS AGREEMENT is entered into this first day of November, 2021, by and between the Waterford Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "M.E.A.", and the National Education Association, hereinafter called the "N.E.A.", and the Board of Education of the Waterford School District, Oakland County, Michigan, hereinafter called the "Board."

WITNESSETH

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, IT IS HEREBY AGREED AS FOLLOWS:

MASTER AGREEMENT

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**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of Michigan, 1965, for contract certificated teaching personnel for purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment.
- B. The term, "teacher", when used herein, shall refer to employees included in the unit for bargaining, as set forth in the paragraph below. The term, "Board", when used herein, shall refer to the Board of Education, the Superintendent, and other Central Office Administrators, Principals, Assistant Principals, and all other supervisory personnel within the meaning of the above referred to Act 379.
- C. The following degree and non-degree teacher personnel who hold a teaching position and a valid contract with the Waterford School District comprise this unit: teachers of elementary classes, junior kindergarten through grade five teachers of music, art, media, library, physical education, world languages; teachers of all subjects in grades six through twelve; teachers of students with disabilities; counselors, transition coordinators, consultants, speech pathologists, school social workers, occupational therapist, physical therapists, school psychologists, learning coaches, prevention specialists, interventionists, and the nurse and music therapist in the KMS Program. The unit shall also include those certificated personnel teaching and/or coordinating vocational education programs.
- D. When a new certificated position is created, the Board will meet with the Association to review the status of the position.
- E. The Board agrees not to bargain with any other teacher organization than the Association. Individual and/or groups of teachers shall be able to present their views to the Board and the Board shall be able to meet with any teacher or teachers.
- F. The District and the Association recognize and agree that should any entity with proper jurisdiction issue a decision that is binding upon any part of PA 103 of 2011, said decision shall be deemed enforceable, as deemed appropriate subject to further decisions of courts of competent jurisdiction.

In the event that the parties are unable to agree upon the impact of such decisions, then the parties may initiate whatever legal action they deem appropriate.

**ARTICLE II
RIGHTS AND RESPONSIBILITIES**

The Association and Board accept as their first responsibility the provision of a high quality and continuous educational program for children appropriate to their individual needs and interests in a viable democratic society. Free and open discussion and consultation as a means to achieve this end between the Association and the Board is encouraged.

- A. Teacher Rights and Responsibilities
 - 1. The teacher accepts responsibility to strive for excellence in teaching, and to take advantage of opportunities for continually improving his/her relationships with children.
 - 2. Nothing in this Agreement shall be construed to deny or restrict a teacher's rights under the Michigan General School Laws, or applicable civil laws or the Michigan Tenure Law. The rights granted in this Agreement are deemed to be in addition to those provided elsewhere.
 - 3. Within the context of the Public Employment Relations Act, the Association is hereby granted exclusive right over teacher union groups to use school premises for its business meetings, which fall outside of employee duty hours, and after obtaining prior approval from the Board and providing it pays any overtime costs which may be incurred by the District. The Association may use the District mail service and teacher mailboxes for its business and social events announcements (excluding political material unless approved by the

Superintendent), provided all such announcements are identified as W.E.A. material and the Association agrees to indemnify and save harmless the Board, each individual Board Member and all Administrators against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of or by reason of the Board complying with this paragraph A,3.

The Association may post its notices on a portion of the bulletin boards in building lounges. Association lapel pins may be worn on school premises. No bargaining unit member shall affix decals or other Association items on school property except as allowed by this Agreement.

4. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert pressure and or discriminate against a teacher in regard to such matters.)
5. The interpretation, application, administration and enforcement of this Section shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board, Federal Courts, Michigan Attorney General's Opinions, Michigan Tenure Commission Rulings, and to the extent that it does not conflict with any Federal or State Laws.
6. Availability of Membership: The Association must permit teachers to join the Association.
7. Equal Membership: The Association must allow membership on an equal basis; full participation must be on an equal basis.
8. It is recognized that occasionally Association matters may arise during the school day, which demand a member's attention. Such matters may be attended to during the school day, provided there is no interference with classroom activities or assigned duties and the Principal/Supervisor gives his/her permission.
9. While community issues may be discussed appropriately in Civics and Government classes, the Association will attempt to prevent the involvement of children in Association/Board controversies.
10. The Association's Executive Director may have access to school facilities during normal school hours. His/her initial contact in such building shall be with the school office to announce his/her presence. His/her activity shall not interfere with the school program.
11. A teacher shall, providing a qualified substitute teacher is available, be released from regular duties without loss of salary for the purpose of participating in Regional, State, or National meetings for the Michigan Education Association (including the Academy) or National Education Association. Such Association Days shall not exceed a total of forty-two (42) days per school year. The Association agrees to pay 32/42nds of the incurred substitute costs for these days. The Association's Executive Director shall arrange for such leaves through the Director, Human Resources.
12. The Board agrees to furnish the Association, in response to reasonable requests, available information concerning the district, in order to assist the Association in developing intelligent, accurate, informed and instructive programs, in behalf of the teachers, together with information which may be necessary for the Association to process a grievance or complaint.
13. Teachers shall arrange for conferences with parents when it appears that better understanding and more cooperative support from the home is required for the student's progress in the program, or when asked to do so by an administrator upon request of a parent.
14. Each teacher shall prepare adequate written lesson plans according to building policy.
15. Teachers shall not use their institutional privileges for monetary gain.
16. The Board will give teachers those written policies, rules and regulation for which they are to be responsible.
17. Teachers shall have the right to review their personnel files, excluding confidential records. The teacher may be accompanied by an Association representative.

18. Political activities of any teacher seeking or holding office or campaigning for candidates shall be outside of school duty hours.
19. The President of the Waterford Education Association shall be released up to half-time (50%) as mutually agreed upon between the Association and Board. An exception may be made to the amount of release time if agreed upon by the Association and Board. If the Association President is released, the Association will reimburse the Board for the percent released. The Association will reimburse the Board the released time percentage of the first step of the BA salary track plus the released time percentage of the benefit costs to continue the classroom services normally provided by the President.

The money paid annually to the District by the Association for the President's professional services release shall be applied to the Employer's retirement contributions to the State as reimbursement. The Employee's portion shall be paid by the Employee him/herself.

The President and Board shall agree upon the percentage of release time requested for the next school year no later than March 1.

When a President returns to their assigned building for professional development or PLC meetings, the Association shall not be charged for this time as long as the President is in attendance. The President shall be responsible for documenting this time.

B. Rights of the Board

1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of actions under such rights, or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - a. the executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its teachers during working hours;
 - b. hire all teachers and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such teachers;
 - c. establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - d. decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 - e. determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or change therein; the institution of new and/or improved methods or changes therein;
 - f. adopt rules and regulations;
 - g. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions of sub-divisions thereof, and the relocation or closing of offices, department, divisions or sub-divisions, buildings or other facilities;

- h. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the board shall not abridge any rights from teachers as specifically provided for in this Agreement;
- i. determine the policy affecting the selection, testing or training of teachers, providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- 2. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- 3. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.
- 4. The Board will attempt to prevent children from involvement in Association/Board controversies.
- 5. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III COMPENSATION

A. The Salary Schedule

- 1. The salaries of teachers covered by this Agreement shall be set forth in Schedule A, which is attached to and incorporated in this Agreement.
- 2. Beginning with the 2022-2023 school year, teachers are paid for the number of workdays as agreed upon in Schedule C of this agreement. Deductions for days lost or for a partial year's services shall be prorated on a daily basis. In the event the district exceeds the forgiven time and needs to make up days to meet educational requirements as required by MCLA 338.1701 (3) and (4) of the State School Aid Act, as amended by P.A. 239 of 1984, these days shall not be further compensated.
- 3. Teachers will have the choice of receiving their annual salary paid over 26 pays, 21 pays or 21 pays with a lump sum on their 21st pay. Teachers will use direct deposit of pay checks.
- 4. Salary deductions are authorized for the Federal, State and City Income Tax, Social Security, Retirement, voluntary political action contribution, Health and the following Insurance Options; Short Term Disability, Hospital Confinement Indemnity, Long Term Disability, Supplemental Term Life, Dependent Life, Group Term Life, Survivor Income Insurance, Credit Union, United Fund, Fixed and Variable Tax-deferred annuities.
- 5. All intermediate track salary adjustments and salary adjustments for the awarding of a degree shall be made at the beginning of each semester, providing that a certificate indicating such degree or credits were successfully completed is received by the Human Resources Office prior to October 15 for the first semester and prior to February 15 for the second semester.
- 6. Hours for the BA+20, BA+40, MA+15 and MA+30 Schedules must be:
 - a) graduate semester hours or their quarterly equivalent;

- b) earned after the date the last degree was awarded;
 - c) in the field of education, not in preparation for another occupation such as lawyer, doctor or dentist;
 - d) listed on an official transcript(s) of a university or college and be credits of C or better, or if no grade is given – passed;
 - e) As of February 1, 2021, no new employees shall be placed on the MA+40 lane.
7. Credit on the salary schedule may be given to teachers who enter Waterford Schools for previous teaching or appropriate military or work experiences, as judged by the Board.
 8. Teachers shall be reimbursed for mileage authorized by their immediate supervisors in connection with the use of personal automobiles at the IRS non-taxable rate per mile. The Board will carry Employers Non-ownership Liability Insurance.
 9. Teachers may be employed for additional days at the discretion and approval of their Director.
 10. Pay for extension of the work year will be based on the daily rate of the teacher.
 11. A teacher who is laid off and who is paid unemployment benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position prior to November 1 of the next school year, shall have his/her teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she received in the summer.
 12. Teachers who are involuntarily transferred to a new building or who are required to pack and unpack their classroom due to construction/renovation shall receive a stipend of \$225.00 to cover their time of packing and unpacking their classroom. Teachers who are involuntarily transferred to a different classroom after the first teacher workday shall receive a stipend of \$225.00 to cover their time of packing and unpacking their classroom. To receive the stipend this work must be completed outside of instructional time.
 13.
 - a.) Both parties recognize the importance and the demands placed on the Kingsley Montgomery School Staff. As such, teachers assigned to KMS shall receive a five thousand (\$5,000.00) dollar annual stipend in addition to their per diem rate for their extended school year work. This percentage shall be based on the figure of the BA minimum for the current year. Payments for this stipend shall be paid twice a year upon completion of semester one and semester two. A teacher who leaves prior to the last day of any semester forfeits the stipend for that semester.
 - b.) Those employees, both current and new, who hold endorsements and are teaching in CI, EI, and/or ASD classrooms within the elementary, middle schools, high schools, and Lifetracks shall receive a stipend of two thousand five hundred (\$2,500.00) dollars per endorsement. Payments for this stipend shall be divided into equal installments paid throughout the twenty-two (22) pays between August and June. If a staff member leaves the district during the school year they will forfeit any remaining payments for the stipend.

B. Insurance Coverage

1.
 - a.) The Board will provide the eligible full time employee who elects Board insurance with health and prescription drug coverage to the extent as negotiated by the Board and the Association and within the guidelines and restrictions of 2011 Public Act 152. It is understood employees will have insurance premium co-payments as determined by current law and further determined by negotiations within the restraints of the law. The outcome of such negotiations shall not inhibit the District's ability to exercise its rights under current law.

Furthermore, the parties agree the District will be exercising its right to determine its status as an 80/20 or a hard cap limit District within the options permissible under the law as established by 2011 Public Act 152 as

of January 1, 2014. The Board will determine the appropriate status as a single employee, married employee with spouse, or an employee with family.

b.) A joint association/district health care study committee will be established to investigate health care options and cost containments that could be agreed upon.

c.) Employees who are eligible for full benefits and have selected not to take District paid health insurance are eligible to receive the following cash in lieu (CIL) option:

An election of two thousand five hundred dollars (\$2,500) per year. An employee may not take a cash in lieu and then be covered by another employee on district-paid health insurance. Proof of other coverage is required to receive cash in lieu payments. District will pay the CIL over the terms of the contract in which they are employed – prorated amounts will be issued for hires and or terminations within the calendar.

2. It is expressly understood that “dual” coverage is not allowed for health insurance. An employee or their dependents covered under the Board’s plan and dual-covered by another employer-sponsored health insurance plan shall reimburse the Board for the cost of their entire health coverage for the period of the dual coverage up to twelve (12) months. Effective on or prior to April 20, 2009, current employees who may have double coverage for a family member may keep that coverage. All new employees hired, will continue to be notified that double coverage of health care is prohibited. The Board has maintained a practice of not allowing double health insurance coverage. When the District has been notified that double coverage exists, they have taken steps to correct it.

3. The Board shall provide all full-time teachers with a Dental Insurance program Type I, Preventative 100%, Type II Restorative, par. provider 80%/non-par provider 50%, Type III Replacement Services 50%, type IV Orthodontia Services 70%. Type I, II, III maximum annual benefit per covered member \$1,100, Type IV is \$800.

4. The Board shall provide all full-time teachers with family Vision Insurance at no cost to the teacher.

5. The Board will provide a group term life insurance policy of \$41,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. If the teacher does not take health insurance, the Board will pay for \$5,000 more in life insurance for the teacher. The insurance provides a thirty (30) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep their term life insurance in force must contact the insurance company within thirty (30) days of their last day at work.

6. a.) Long Term Disability Insurance

The Board shall provide a long term disability insurance policy for teachers who work thirty (30) or more hours a week, the terms of which policy shall prevail; said policy to provide monthly income protection in the amount of sixty percent (60%) of one-twelfth (1/12) of the teacher's annual contractual salary. This benefit shall begin six (6) months after the date of illness or injury, and will be based on the salary rate at the time of illness or injury. The benefit shall extend until age 65, death, or the teacher is declared able to return to work full time.

Any benefits provided by the Board, State of Michigan, or the Federal Government, shall be deductible from this insurance compensation.

Exclusions: The benefits of the insurance policy do not apply to disabilities resulting from pregnancy, miscarriage or abortion; intentionally self-inflicted injuries; disabilities resulting from the commission of or attempted commission of an assault, battery or felony; or those due to war, an act of war, insurrection, rebellion, or participation in a riot.

b.) Short Term Disability Insurance for Probationary Teachers

Probationary teachers, if they choose, will have Board contribution toward the Short Term Disability Premium in the amounts of \$18.00 per month.

7. All insurance benefits provided herein shall begin the first reporting day of employment after the employee has completed the necessary forms. Such insurance shall terminate when the teacher's employment is terminated or when the teacher is on a leave of absence without pay. However, should an employee go into an unpaid status due to a personal health/medical leave, all benefits shall continue. Upon the return to paid status, the employee shall be responsible for reimbursing the District for employee premium share payments missed while the employee was in an unpaid status. These premium shares shall not exceed the employee contributions under PA 152, for continued health care coverage.
8. The Board will pay for less than full-time teachers, if eligible, the prorated cost of the above insurance benefits that are paid to full time teachers. The proration will be on the number of classroom duty hours and the number of months worked, if they pay the other costs and are eligible for it.
9. The Board will continue to pay the tenure teacher's insurance premium as stated in this contract, while the teacher is on extended sick leave, as covered by Article XIII. The Section becomes void when the teacher is no longer paid by the Board.
10. Notwithstanding the provisions of this Section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
11. The Board, by payment of the premium payments required to provide the coverage's set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Association, nor shall such failure be considered a breach of any obligation by either of them.
12. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.

C. Extra Pay for Extra Duties

The Extra Pay for Extra Duties covered by this Agreement shall be set forth in Schedule B, which is attached to and incorporated in this Agreement.

**ARTICLE IV
WORKING CONDITIONS**

A. Class Size

1. The Association and the Board recognize that pupil/teacher ratio is one important aspect of a quality education program. The parties agree that class size should be lowered whenever practicable. The following are recognized as desirable:

PRE-PRIMARY:

Junior Kindergarten	22 Pupils
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ELEMENTARY:

Kindergarten, First and Second Grades	27 Pupils
Third through Fifth Grades	29 Pupils

ELEMENTARY SPLITS:

When practical, the District shall not have splits in Kindergarten through Fifth grades. Should a split become necessary, class sizes shall amend to the following: The class size shall be limited to one (1) less student than the youngest grade level.

MIDDLE SCHOOL/HIGH SCHOOL:

English, Technology Education, Art, Speech	28 Pupils
Social Studies, Mathematics, Languages	30 Pupils
Block, Academic Business	30 Pupils
Science	30 Pupils
Life Skills	30 Pupils
Physical Education	50 Pupils
Special Education	Class in accordance with the State of Michigan revised administrative rules for Special Education
Computer Based CTE and CAD	35 Pupils
Vocational Shops	25 Pupils
Music	45 Pupils
Counselors:	Ratios: Grades 6-8: 425 to 1
	Grades 9-12: 325 to 1
Reading Lab	23 Pupils
Math Lab	25 Pupils

2. It is agreed by the parties that the above class numbers shall not be applicable to those instances involving certain innovative and/or experimental programs or large group instruction. Such class numbers will not apply for other special grouping arrangements which may be agreed to by the staff and principal.
3. Split Classes:
 - a. If split classes at the K-5 level become necessary, teachers will receive a One-Thousand Two Hundred Dollars (\$1,200.00) stipend for the split classroom for the year. This is for instruction in language arts, math, science, and social studies. If a teacher sends one of the grade levels to another teacher for one of the core content areas, both the teachers involved shall fill out the required form (Appendix D). The receiving teacher will receive one-fourth (1/4) of the stipend and the sending teacher's stipend will be reduced accordingly.
 - b. If split classes at the secondary level become necessary, teachers will receive Three Hundred Fifty Dollars (\$350.00) per class period per semester. A split class shall be defined as two or more curricula being taught in the same period. (i.e. French 3 and 4 taught in the same period).
 - c. Half of each stipend will be paid upon the completion of each semester for K-5 teachers. Secondary teachers will receive their full stipend upon the completion of each semester. Teachers must submit the required form to his/her principal for approval to qualify for payment.
4. Class Size Overage Payments:
 - a. In the event the desirable class size numbers in A. 1. above are exceeded, the following shall occur:
 - 1) Building Administration must, to the extent possible, equalize the class size in the same grade or same class within each school.
 - 2) The Assistant Superintendent of Teaching and Learning will notify the President, in writing, that no other options exist to lower the class size of all classes over the desirable number no later than thirty (30) days into the semester.
 - b. It is agreed by the parties that temporary overages may occur. However, in the event class size exceeds the class size numbers, as listed in A.1. above, after five (5) consecutive days of the overage, the following payments shall occur:

- 1) Grades K-5 Overage payments: Two Hundred fifty Dollars (\$250.00) per student per semester to the teacher of record the student is assigned to. Every effort shall be made that no class shall exceed five (5) students over the class size limit.
 - 3) Grades 6-12 Overage payments: Forty-Two Dollars (\$42.00) per student per class period per semester to the teacher of record the student is assigned to. Every effort shall be made that no class period shall exceed five (5) students over the class size limit.
 - c. In the event an overage of more than five (5) students becomes necessary, the Board shall meet with the Association to discuss a mutually agreed upon solution.
 - d. Stipends shall be paid at the end of each semester and shall be based on Count Days in both Fall and Spring. Teachers will be held harmless for numbers that decrease after Count Day but will receive additional compensation for number that increase by semester.
5. Every effort shall be made to limit the amount of interschool travel. Teachers traveling between buildings will be contained to a minimum. Travel time shall not be considered preparation time. In the event a teacher needs to travel, the following considerations shall be made:
- a. Secondary teachers who are assigned to two (2) buildings on a daily basis, shall have one (1) less instructional call or shall be paid the overage amount for a full schedule.
 - b. A full-time Encore teacher shall be allotted the equal amount of planning time as a classroom teacher plus, fifteen (15) minutes per travel. The number of sections will be determined based on the remaining minutes available within the defined class time.

Example: Teacher travels between building A and B, the teacher receives fifteen (15) minutes for travel time. If the teacher then travels from building B to C, on the same day, the teacher will receive two (2) - fifteen (15) minutes periods for travel.
 - c. All teachers who are assigned to more than one (1) building, shall submit mileage reimbursement forms on a monthly basis.

B. Teaching Hours:

1. Except in an emergency, a classroom teacher will not be required to teach children for more than five and one half (5 1/2) hours per day or twenty-seven and one-half (27 1/2) hours for the week.
2. Elementary teachers will be provided a forty-five (45) minute duty-free lunch period. One teacher, or two, will be designated by the Principal on a rotating basis to be on call. No specific location will be assigned, but the teachers on call will inform the Principal of their location within the building. In case the noon supervisor fails to arrive, the teachers on call may be used as substitutes no more than two (2) lunch periods during the school year, unless by mutual consent. If a teacher is used more than two (2) lunch periods, he/she shall receive the same rate of pay as the emergency substitute.
3. Secondary classroom teachers will be scheduled a minimum of one (1) period per day per day for preparation and conference time. This time shall be equivalent to a class period.
4. Elementary teachers shall use for preparation time the time when their classes are receiving instruction from specialists. The Board will hire substitutes, if available, whenever the special teacher is absent.
5. Other than secondary classroom teachers shall not be used as emergency substitutes an inordinate amount of time in comparison with the other staff, unless mutually agreed upon.

6. The conference and preparation period for all teachers will be used for professional concerns and any abuse of this privilege or misuse of the time given to teachers for conference and preparation will be considered a just cause for disciplinary action.
7. The Board and the Association recognize a teacher's duties as professional duties, which cannot be confined to a fixed number of hours per day or week. The teachers' responsibilities to their students and their profession entail the performance of duties and the expenditure of a reasonable amount of time beyond regular classroom duty hours.

The Board and the Association recognize the importance of school functions outside working hours and teachers are encouraged to participate in such activities. A total of four (4) administrator-designated activities may be required of each teacher in the Waterford School District. One week's notice will be provided for those activities occurring during the week and one month's notice for those activities occurring on Saturdays, Sundays or Holidays.

8. Except for teachers on special assignments, whose responsibilities occur or extend after school hours (such as teachers whose regular assignments might occur in evening school, consultants and others) a teacher's work hours will be scheduled within a continuous seven and one-half (7 1/2) hour period. The schedule will be on a regular basis for each day and shall not start before 7:00 a.m., and shall not extend beyond 4:30 p.m., except for those instances as provided in this contract.
9. The Board recognizes the desirability of relief time for teachers, and therefore, encourages elementary teachers to cooperate with each other regarding the supervision of recess periods so that each teacher may have up to fifteen minutes relief time during the morning and afternoon sessions.
10. Elementary teachers of music, art, physical education, world language, reading interventionists, and student support services staff, shall be provided with relief and preparation time as other elementary teachers in this district.
11. Teachers shall reserve Thursday afternoons for faculty or committee meetings. Part-time employees shall attend all staff meetings, professional development, and evening requirements.
 - a. Staff meetings: The Board shall have a maximum of one (1) staff meeting a month which may be up to ninety (90) minutes. This meeting shall occur on the first (1st) Thursday of the month, after PLC meetings. Staff meetings may be held on the third (3rd) Thursday of the month, during PLC meetings. This meeting shall not exceed one (1) hour. Administration may call additional. Voluntary staff meetings in case of emergencies or extenuating circumstances.
 - b. Professional Learning Communities, or PLC: The Board shall guarantee sixty (60) minutes from the end of the teacher work day on early release Thursdays for the purpose of PLC's. This time shall be used for professional learning, student achievement monitoring, data analysis and staff collaboration towards school improvement goals. This time shall not be used for personal grading or personal planning. Should early-release Thursdays be eliminated, this paragraph shall not be applicable.
 - c. Collaborative Curriculum Team, or CCT: These meetings shall combine staff and PLC meeting times, as assigned no more than four (4) times per school year. These meetings shall be two and one-quarter (2 ¼) hours long with fifteen (15) minutes of travel time provided. These meetings shall not extend beyond regularly scheduled staff meeting end times. These meetings may occur in-person or virtually, as determined by the Board. SCECH's shall be provided for all CCT dates as listed for a total of nine (9) SCECH clock-hours.
12. Permission may be granted for a teacher to leave school early after the children's dismissal and before the official end of the teacher's day, provided advance notice is given and permission granted by the principal.
13. The Board recognizes that appropriate materials and equipment should make better teaching possible. The Board agrees to strive to keep the schools equipped and maintained. Faculty members will be invited to make recommendations regarding the selection of instructional materials and equipment.

14. Teachers who depend upon special funds for the ordering of materials, supplies or services, shall be notified in writing of the amounts appropriated for the school year and any conditions that apply to the expenditure of those funds within thirty (30) calendar days after the amount of such funds has been determined.
15. The Board will consider providing elementary teachers with supportive services such as counselors and consultants in the areas of art, mathematics, science and media.
16.
 - a) Secondary teachers will be provided with a lunch period that will be no less than that provided students.
 - b) Teachers assigned to K.M.S. shall be provided at least one half hour duty free lunch.
17.
 - a) No teacher shall be used as a substitute teacher except in cases a failure of a substitute to arrive on schedule or the inability to secure a qualified substitute teacher. Classroom teachers who substitute during their conference period shall be paid at rate specified below. Unfilled substitute positions will be filled in the following order:
 1. Teaching staff volunteering to fill on their preparation period.
 2. Non-Classroom, qualified staff volunteering to fill on their preparation period.
 3. Non-Classroom, student support services staff volunteering to fill on their preparation period.
 4. Staff covered by this contract who have not volunteered to fill on their preparation period, on a rotating basis.

Documentation shall be kept by building and accessible to the Association and available upon request.
 - b) If an IEP or SAT meeting needs to be held during a general education teacher's planning or lunch period, he/she will be compensated at the rate of Thirty Dollars (\$30.00) per period (prorate if needed by ½ or full period). If an IEP needs to be held before or after the work day all teachers involved shall be compensated at the rate of Thirty Dollars (\$30.00) per hour.
17. As a general practice, when a general education classroom includes a Special Education student whose handicapping conditions include the necessity of regular or routine medical procedures or assistance with regular hygiene, the general education teacher will not be required to provide these services. In such cases the district will make arrangements for such services.

Nothing contained herein shall limit or define the teacher's responsibility in a medical or personal hygiene emergency. It is understood that a general education teacher may be required to receive the necessary training.

18. Participation in Site Based Decision-Making (School Improvement Teams) shall be voluntary.

C. The School Calendar

1. The School Calendar shall be set forth in Schedule C, which is attached to and incorporated in this Agreement. There shall not be deviation from, or change, unless a change is necessary to meet the minimum number of days required to qualify for full State Aid. In the event this occurs, the Board will negotiate with the W.E.A. the make-up dates.
2. IF the Association provides lunch for newly hired teachers at the District's new teacher orientation meeting, the Association shall be guaranteed a minimum of one (1) hour for Association Business and lunch.

ARTICLE V – PART A
ASSIGNMENTS (APPLIES ONLY TO CERTIFICATED TEACHERS COVERED BY THE
TEACHERS’ TENURE ACT)

- A. The statements in this Section apply to the teachers' regular positions as covered by their probationary or tenure contracts, unless specifically stated otherwise.
- B. Any Waterford administrator hired before September, 1979, and any Waterford teacher appointed to a supervisory or administrative position in the Waterford School District and who shall later be returned to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement.
- C. Returning teachers will be informed, in writing, of the coming school year's assignment (grade level in the elementary schools, and discipline area in the secondary schools and special areas), by August 1 of the upcoming school year. If changes are necessitated beyond that date, up to a week before the new school year, the Principal will notify the teacher by email and U.S. Mail. If changes are made during that week before school, the principal/supervisor shall notify the teacher verbally followed by a written memo of the change. If the changed assignment is unacceptable to the teacher, the teacher may resign, without prejudice, by a written letter of resignation, within ten (10) calendar days from the date of the notice.
- D. Individual contracts shall terminate if the holder's permit expires by limitation and is not immediately renewed, or if it is suspended or revoked by proper legal authority or at such times as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.
- E. All teachers will have the opportunity to discuss with the principal the following school year's teacher assignment.
- F. The W.E.A. President and UniServ Director will have access to all building master schedules by the third week of the current school year.

ARTICLE V – PART B
ASSIGNMENTS (APPLIES ONLY TO NON-CERTIFICATED TEACHERS)

- A. The statements in this Section apply to the teachers' regular positions as covered by their probationary or tenure contracts, unless specifically stated otherwise.
- B. Teachers will not be assigned, except temporarily (one year) outside their teaching certification, except by mutual consent.
- C. Any Waterford administrator hired before September, 1979, and any Waterford teacher appointed to a supervisory or administrative position in the Waterford School District and who shall later be returned to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement.
- D. Returning teachers will be informed, in writing, of the coming school year's assignment (grade level in the elementary schools, and discipline area in the secondary schools and special areas), by August 1 of the upcoming school year. If changes are necessitated beyond that date, up to a week before the new school year, the Principal will notify the teacher by email and U.S. Mail. If changes are made during that week before school, the principal/supervisor shall notify the teacher verbally followed by a written memo of the change. If the changed assignment is unacceptable to the teacher, the teacher may resign, without prejudice, by a written letter of resignation, within ten (10) calendar days from the date of the notice.
- E. The Board shall strive to hire only qualified personnel holding a valid provisional, permanent, professional, continuing, vocational or life certificate for every certified position in the unit.
- F. Individual contracts shall terminate if the holder's permit expires by limitation and is not immediately renewed, or if it is suspended or revoked by proper legal authority or at such times as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.

- G. All teachers will have the opportunity to discuss with the principal the following school year's teacher assignment.
- H. The W.E.A. President and UniServ Director will have access to all building master schedules by the third week of the current school year. Any Association member who is pink slipped may appeal when he/she believes that a lower seniority employee is being retained through gerrymandering of schedules. The appeal committee shall consist of the Director of Human Resources, the Superintendent, or his/her designee, the Association's UniServ Director and the W.E.A. President. The Board will give those Master Schedules as developed at that point. The first appeal shall be with the building principal, in writing, prior to coming to the Appeal Board.

ARTICLE VI – PART A

TRANSFERS (APPLIES ONLY TO CERTIFICATED TEACHERS COVERED BY THE TEACHERS' TENURE ACT)

- A. Teachers may request a transfer to another school for the ensuing school year by April 1 and all transfer requests shall expire on the last day of school. The teacher will make such request in writing to Human Resources, set forth the reason for the transfer request, and outline his/her qualifications for the position. The teacher will not be required to obtain the signature of his/her principal on the transfer request. If an opening occurs during the summer months for which a teacher has requested transfer, the Board shall consider the request when filling the position.

ARTICLE VI – PART B

TRANSFERS (APPLIES ONLY TO NON-CERTIFICATED TEACHERS)

- A. The statements in this Section apply to the teacher's regular position as covered by his/her probationary or tenure contract.
- B. Teachers may request a transfer to another school for the ensuing school year by April 1 and all transfer requests shall expire on the last day of school. The teacher will make such request in writing to Human Resources, set forth the reason for the transfer request, and outline his/her qualifications for the position. The teacher will not be required to obtain the signature of his/her principal on the transfer request. The Board representative will discuss the request with the principal of the school to which the teacher desires transfer and the teacher will arrange for an interview within ten (10) school days. Upon recommendation of the receiving principal, and the approval of the Board, the transfer may be consummated. The teacher will be notified in writing of the decision, and if denied, the reasons for the denial. It is expected that, except for good cause, as judged by the Board and the Association, the teacher agrees to remain in this position for two years. If an opening occurs during the summer months for which a teacher has requested transfer, the Board shall consider the request when filling the position.
- C. In case of a mandatory transfer because of a reduction in a building staff, the teacher with the least number of years of Waterford teaching at (1) the elementary school level (K-5) or (2) discipline level in the secondary schools, or (3) special areas, will be transferred first. Placement in a building shall be for not less than two years, unless the teacher's original position becomes available the following school year. In the event more than one teacher in the building has the same number of years in Waterford, at the appropriate level, the mandatory transfer shall be determined by drawing of names (first drawn is the teacher to be transferred and so on until the number of transfers needed is completed). Building staff members may volunteer to be the mandatory transferee. Other mandatory transfers, for the welfare of the concerned parties, may be made.
- D. A teacher who is to be mandatory transferred will be notified by a written statement not later than fourteen (14) calendar days prior to the effective date of the transfer, stating reason(s) for the transfer. In the event school is not in session, this notification will be sent by registered or certified mail. If the transfer is unacceptable to the teacher, the teacher may resign within fourteen (14) calendar days, without prejudice, by giving written notification, to the Board. Those non-laid-off teachers, who must be mandatorily transferred due to building closings, shall have the opportunity to interview for known vacancies before the positions are filled. Teachers shall be given three (3) work days written notice of interviews including a list of known vacancies. This process must be completed by May 15.

**ARTICLE VII – PART A
NEW POSITIONS AND VACANCIES (APPLIES ONLY TO CERTIFICATED TEACHERS COVERED
BY THE TEACHERS’ TENURE ACT)**

**ARTICLE VII – PART B
NEW POSITIONS AND VACANCIES (APPLIES ONLY TO NON-CERTIFICATED TEACHERS)**

- A. Whenever a teaching position new to the Waterford School District is created, the Board shall publish such position by announcement via email. . Such a teaching position is defined as a teaching assignment which may include one or more hours of a new course which has never been taught in the District.
- B. Whenever a new teaching position is created at a building, with one or more hours of a course new to that school, but not the District, it will be announced to that building staff. If no one is selected from that staff for the position, the Board will announce such position via email and the District website. A copy of the postings shall be sent to the Association.
- C. A list of teaching vacancies in the District will be available on the District website.
- D. Administrative vacancies will be available via the District website, except for those filled by administrative transfers.
- E. In filling vacancies within the unit, the Board shall strive to place the applicant with the highest qualifications for the position. Present employees in the Waterford School District will be given preference, if their qualifications are equal, in the opinion of the Board, to candidates from outside the system.

**ARTICLE VIII
NO STRIKE PROVISION**

- A. During the term of this Agreement, the Association shall not authorize, cause, or engage in, or sanction any strike, picketing, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing or refusal to perform the duties of his/her employment.
- B. In the event of any violation of this Article, the Association shall forthwith declare, in writing, delivered to the Board of Education or Superintendent, within forty-eight (48) hours, that such action is not authorized by the Association and the Association will demand that the employee(s) promptly cease such action.
- C. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this Article. Prior to taking such action, the Board shall notify the Association of its intentions and will discuss the action with the Association.

**ARTICLE IX
IN-SERVICE AND PARENT CONFERENCES**

- A. The Board and the Association recognize that in-service education may extend teacher skills and performance. Workshops designed to improve the quality of instruction will be provided during school hours.
- B. After hours courses, conferences and workshops will be offered on a voluntary basis.
- C. The Board shall continue to extend the opportunity to teachers for attendance at instruction-related conferences, conventions, and visits to other schools, which are authorized and approved by the Board.
- D. When practical and pertinent the District shall inform teachers of conferences and meetings via email.

- E. Teachers will be reimbursed, as soon as possible after the filing of the appropriate forms, for approved expenses incurred in connection with attending those educational conferences and conventions, which are authorized and approved by the Board.
- F. The Board will pay the approved costs for in-service training, for contract personnel, taken with the advance approval of the appropriate supervisor.
- G. Elementary teachers within a building may have up to ten (10) half-days for parent-teacher conferences and in -service. Teachers may be granted one-half (1/2) day each semester as preparation time for parent-teacher conferences. Staff plans shall be submitted to the Assistant Superintendent of Teaching and Learning Services. . Kindergarten and Junior Kindergarten teachers may be allowed additional time as needed if the District returns to half-time (1/2) Kindergarten and Junior Kindergarten, when approved by the Assistant Superintendent of Teaching and Learning Services.

Secondary teachers may have up to six (6) half-days for parent-teacher conferences and/or in-service. Staff plans shall be submitted to the Assistant Superintendent of Teaching and Learning Services for approval. If four (4) or more half days are used for parent-teacher conferences in a middle school, that building may have up to two (2) more half-days for in-service.

In the event any of the days above are used for building-wide evening parent-teacher conferences, teacher duty hours will be reduced equal to the amount of time scheduled for said conferences. Teachers shall use the released time to prepare for the conferences.

- H. It is expressly understood that the above limits may be exceeded if approved by the appropriate director.
- I. Any days provided for in-service and/or parent-teacher conferences shall not be used if the school district would lose any State Aid because the minimum number of days and minutes required by the State would not be met.

**ARTICLE X – PART A
TEACHER EVALUATION (APPLIES ONLY TO CERTIFICATED TEACHERS COVERED BY THE
TEACHERS’ TENURE ACT)**

**ARTICLE X – PART B
TEACHER EVALUATION (APPLIES ONLY TO NON-CERTIFICATED TEACHERS)**

- A. The Association recognizes the Board has a responsibility to observe and evaluate the performance of a teacher and to hold a conference with the teacher to explain its views of his/her work performance.
- B. Definition of terms used in this Article:

Evaluation: The process by which all observation of a teacher's work performance may be conferred about and is recorded for signature and file.

Observation: A means by which data is collected, openly with the knowledge of the teacher; about all functions a classroom teacher performs in his/her relationship with students, other staff members and parents.

Conference: A teacher and principal/supervisor may meet before and/or after the observation and review it for either an observation summary or as part of the evaluation process.

- C. Evaluation Procedure:
 - I. Notification:

The principal/supervisor shall inform the probationary teachers of the evaluative process and procedures during the first five (5) weeks of the teacher's employment.

2. Probationary Teachers:

- a) Probationary teachers will be evaluated at least once each year. Formal, year-end, written performance evaluations will be based, in part, on at least two formal classroom observations, including at least one each semester, which are held at least sixty (60) days apart. The evaluation process should be completed by April 1.
- b) Probationary teachers will be formally observed at least twice each year, and additional observations may be scheduled at the discretion of the administrator. Teachers will be informed prior to a formal observation. Each formal observation may include a pre-observation conference. A post observation conference will be held within ten (10) school days of the date of the observation.
- c) A written copy of the classroom observation record will be provided to the teacher within ten (10) school days after the observation.
- d) Teachers shall be conferred with either before and/or after an observation.

3. Tenure Teachers with less than five (5) years of Waterford experience:

- a) Shall be evaluated at least once each school year, based in part on at least one (1) classroom observation. A written copy of the classroom observation summary will be provided to the teacher within ten (10) school days of the visitation.
- b) Teachers shall be conferred with either before and/or after an observation.

4. The evaluation procedure will follow the Waterford School District Professional Growth and Evaluation System.

D. It is understood and agreed by the parties that the evaluation procedure, as set forth in Section C, is subject to the grievance procedure. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.

The definitions may be used as reference in any grievance involved in Section C, but are not grievable as definitions.

E. Teachers must receive their written evaluation from the Principal/Supervisor prior to the last ten (10) working days in a school year.

ARTICLE XI PROTECTION OF TEACHERS

A. Teachers shall observe rules concerning punishment of students as may be established by the Board. In the event criminal or civil proceedings are brought against a teacher, alleging that he/she committed an assault on a student in the course of his/her employment, and the teacher is not adjudicated guilty or civilly liable, but is found not guilty; and the teacher does not plead guilty, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed a total limit of \$2,000 during the teacher's employment with the Waterford School District and for teaching time lost while in court. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other source.

B. The Board shall provide Worker's Compensation Insurance protection for injuries incurred in the course of employment.

- C. Whenever, in the opinion of the classroom teacher and the principal/supervisor, it appears that the service of special professional personnel is needed, the principal will see that the child is referred through established referral procedures for this service. The principal shall keep the referring teacher informed of the progress of the referral.
- D. Teachers shall exercise care with respect to the safety of pupils and property, but shall not be individually liable to the Board for damage or loss to person or property except in the case of negligence and/or neglect of duty.
- E. Any case of assault upon a teacher in the performance of his/her duties shall be promptly reported to the Board or its designated representative. A determination of the severity of the case will be made by the Board and teacher jointly, and appropriate action may be taken.
- F. All teachers are to report any damage or destruction to clothing or personal property while on duty in the school or on the school premises. If, in the determination of the Board, the teacher was using suitable discretion and care, the Board shall determine the worth of said clothing or property and reimbursement under the following conditions shall be made. To qualify for reimbursement, property or clothing must be, in the opinion of the Board, worth more than five dollars (\$5.00). The maximum reimbursement will be for one hundred dollars (\$100.00). Any such payment shall be made in lieu of insurance coverage or any recovery as the result of a lawsuit. Such payment shall be made only after the teacher has first exhausted all possibility of collecting such loss under any other means. Final determination of this Section is the sole prerogative of the Board and not subject to grievance or arbitration.
- G. No written notice of any complaint directed toward a teacher shall be placed in any teacher's personnel file without the teacher's knowledge. Copies of all such dated notices shall be provided to the teacher for signature. The teacher may provide a written statement of the matter, to be attached to the notice in the personnel file, within ten (10) school days. Principals and supervisors are urged to call such matters to the teacher's attention whenever they occur or whenever a problem seems to be developing.
- H. When the district receives an F.O.I.A. request for information pertaining to an employee, the Board will make the teacher and WEA aware of the request.
- I. The purpose of the installation of cameras/monitors is to increase the safety and security in that building. The Association, upon request, is entitled to information detailing where cameras/monitors are located in each building. It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for purposes of staff evaluation or monitoring. It is understood that situations may arise warranting review of video. If any incident of illegal activity of staff is observed on the video, the Association will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice.

**ARTICLE XII
GRIEVANCE PROCEDURE**

- A. A "Grievance" is a claim, based upon a teacher's or group of teachers' belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The "Grievance Procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance. A grievance may be filed by the Association only when the grievance applies to more than one building and a group of teachers with a common complaint have requested such action.

- B. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each Step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, maybe extended by mutual agreement.

In the event a grievance is filed on or after 1 June, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall first discuss it with his/her immediate supervisor or principal, within ten (10) school days from the time of the incident over which the teacher is aggrieved or has reasonable knowledge of the incident. At his/her option, the teacher may invite an Association representative to be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally. If the grievance is not resolved, the matter shall be reduced to writing, by the grievant and submitted to the same principal/supervisor. The grievance must be reduced to writing, on the proper grievance form, two (2) school days from the time of the discussion between the grievant and his/her supervisor. Within two (2) school days after presentation of the written grievance, the principal/supervisor shall give his/her answer in writing to the grievance. The Association shall receive a copy.

2. Level Two

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within two (2) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association or its representative within five (5) school days after the decision at Level One, or lack of, at Level One.

The Association shall make a judgment on the merits of the grievance. If the Association decides either that the grievance lacks merit, or that the decision at Level One is in the best interests of the educational system, it shall notify the teacher and the principal, and the matter, insofar as the Association is concerned, is terminated.

If the Association decides, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Superintendent, or such person as the Superintendent may designate, within five (5) school days after receipt of the grievance from the grievant. Copies shall also go to the Superintendent or his/her designate the appropriate Director and the Principal/Supervisor.

Within five (5) school days after the Superintendent or designate receives a grievance, he/she shall meet with the aggrieved teacher and a representative or representatives (maximum-5) of the Association, in an effort to resolve his/her grievance. If the grievance is transmitted directly to the Superintendent or designate, (omitting Level One), he/she shall meet with the Association within five (5) school days. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing; copies sent to the aggrieved, the Association, the Principal/Supervisor, the appropriate Director and the Superintendent.

3. Level Three

If the grievance is not settled at Level Two, it may be referred in writing to the Board of Education within five (5) school days after receipt of the decision in Level Two. The Board shall hold a hearing, or designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures, as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its view at this level within twenty (20) school days to the Board, or its representative, as it may authorize. Within twenty-five (25) school days after receipt of the grievance, the Board shall render a decision on the grievance and present it in writing to the aggrieved teacher, the Association, the Principal/Supervisor, the appropriate Director and the Superintendent.

4. Level Four

a) If the grievance is not settled at Level Three, the Association may, within ten (10) school days, after the receipt of the Board's decision at Level Three, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board.

b) Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association, may agree upon a mutually acceptable

arbitrator. If the parties are unable to agree upon an arbitrator, within the ten (10) day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

- c) The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- d) The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of this Agreement.

The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

- e) The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration.
- f) The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participants in the arbitration shall be paid by the party calling such witness or requesting such participant.
- g) A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure, but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Executive Session.), as amended (Michigan Teachers Tenure Act).
- h) All arbitration hearings shall be held in the school district.

C. Rights of Teachers to Representation:

1. Members of the Association involved in the Association business shall continue to enjoy the good faith and professional treatment they have enjoyed in the past.
2. The Association shall have the right to be present and to state its view at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice shall be given the other party in advance, if counsel is to be present.
3. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at Level One, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

D. Miscellaneous

1. Levels Two and Three of this Grievance Procedure may be passed to the next level for any reason as determined by the Board, or its representative (e.g.: no authority to make the judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above levels.
2. It is assumed that grievance problems will be handled at a time other than when the teacher is at work, and that members of the Association will be present to process grievances promptly. In the event this is not possible due to conflict in schedules (unwillingness of witnesses to testify after hours), or for other reasons, the grievance will be processed during the working day, and the Association (or the teacher if the Association will not represent) will pay the cost of its member and witnesses, and the Board will pay its witnesses. If Level Four is imposed, all costs will be shared equally by the Association and the Board (if there are any costs.)
3. If more than one teacher has a similar complaint, which has been individually discussed as provided in Level One, the Association may file a grievance to be commenced at Level Two, in lieu of individual grievances.
4. Failure at any level of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next Level of the procedure.
5. Failure to file the grievance in writing as specified in Level One or to forward as specified in Levels Two, Three or Four, shall mean the grievance is waived.
6. If the employee elects to be represented, he/she must still be present at any Level of the grievance procedure, where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts are in dispute; and that the sole question is the interpretation of this Agreement.
7. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
8. The Association is prohibited from processing a grievance in behalf of an employee or group of employees without his/her (their) consent.
9. Grievance decisions with individual employees which appear in conflict with this Agreement may be grieved by the Association beginning with Level Two.
10. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the building personnel files of the participants.

**ARTICLE XIII
LEAVES OF ABSENCE**

A. Leaves of Absence with Pay for Sickness or Injury.

1. Sick Leave

Sick leave can be used for personal illness, family illness, or bereavement [up to five (5) days] of an immediate family member, household member or relative.

To receive paid sick leave time for a mental disorder, or an emotional condition, the problem must be verified by a psychiatrist, which may be confirmed by a Board-appointed physician.

- a. If the teacher receives Board-provided compensation, or any form of retirement, disability, and/or insurance protection during such sick leave, then only the difference between the teacher's regular wage and such compensation will be paid.

- b. The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.
 - c. When, in the determination of the principal, a teacher may be abusing this sick leave program, a conference with the teacher shall be held. Discussion shall concern the paid sick leave program and the possibility of loss of pay for day(s) missed. Precautionary steps may be outlined at this conference to alleviate any future reason(s) to believe there may be abuse. Such steps may include warning the person and requiring a physician's statement for illness.
 - d. If abuse of the sick leave program continues, the principal may require the teacher to present a physician's statement for such absences. If abuse is suspected, the District also maintains the right to send an employee for an Independent Medical Exam (IME) by a Board-appointed physician. All associated costs of the IME shall be covered by the District.
 - e. An employee shall provide a physician's statement to their Supervisor or Human Resource department under the following instances:
 - 1. Use of a sick day on the first or last workday of a given school year;
 - 2. Use of a sick day either immediately before or immediately after a district recess as delineated in negotiated calendar between the parties as contained in Schedule C;
 - 3. Use of three (3) or more continuous sick days.
 - f. Unused leave days (sick and personal business) shall roll into the next year's sick bank.
 - g. The unused portion of earned sick time will accumulate to a maximum of one-hundred and twenty (120) days.
2. Beginning the 2021-2022 school year, each employee shall receive the following sick days:
- a. Probationary staff shall keep the sick day balance the employee has accumulated through June 30, 2021 and shall receive an additional nine (9) sick days for 2021-2022.
 - b. Tenure staff shall receive a one-time loading according to the following scale:

i. 3-5 years	thirty (30) days
ii. 6 - 14 years	sixty (60) days
iii. 15 – 19 years	ninety (90) days
iv. 20+ years	one hundred and twenty (120) days
 - c. All WEA staff to receive three (3) personal business days.
 - d. The loading of days shall be determined on the employee's hire date with the District and not total length of service with the District.
3. Beginning with the 2022-2023 school year, each teacher shall receive nine (9) sick leave days and three (3) personal business days each year. For less than 1.0 positions, days shall be prorated according to the fraction of the position for which the person is employed.
4. Personal Days
- All teachers, both tenured and non-tenured, shall be allowed up to three (3) personal days each school year. These days shall not be used on the day before or after a designated recess as negotiated in Schedule C nor shall these days be used on the first or last reporting day of the school year. Except in the case of an emergency, teachers must secure approval from his or her administrator at least two (2) business days prior to the day(s) being requested. Unused personal days shall roll-over into personal sick bank totals at the end of each school year. For less than 1.0 positions, personal days will be prorated according to the fraction of the position for which the person is employed.

5. Tenure Teachers' Personal Illness/Injury Leave:

1. Sick leave for tenure teachers for long term illness or injury is granted at the full salary earned at the time of illness or injury for up to six (6) calendar months from the date of the injury or sickness, as verified by a physician's statement.

If the above illness is chronic or recurs in a succeeding school year, and is ineligible for Board-provided insurance protection, the Board will continue to pay the teacher's full salary until the six (6) month period as stated above has been completed.

If the illness or injury occurs during or extends into a summer vacation period, then this summer time shall be counted in the six (6) month period described above, even though the teacher is not being paid or working.

2. Other Leaves of Absence with Pay.

The following verifiable leaves with pay shall be granted upon notification and completion of the proper forms (notification to the immediate supervisor.) In an emergency, verbal notification to the Board is acceptable, but the form shall be completed upon the teacher's return.

- a. As may be required for jury duty. The employee will be compensated the difference between his/her regular salary and his/her juror's pay. The teacher does not have to reimburse the Board for jury duty days that fall during Holidays and/or vacation periods. In the event the teacher is on jury duty during scheduled parent teacher conferences, a substitute can be hired so the teacher can hold those conferences, if the principal approves.
- b. Time necessary to take the Selective Service physical examination.
- c. In the case compensation is paid during an absence, the difference between the teacher's regular salary and such compensation will be paid.
- d. A teacher shall be allowed up to three (3) school days in observation of religious holidays.
- e. Sabbatical Leave

1. Teachers who have been employed for seven (7) years within the District, at least three of which must include and immediately precede the year in which an application is filed, may be granted a sabbatical leave.

Compensation will be paid at one-half (1/2) of the base salary that the teacher would make if he/she were teaching full time in the district (maximum; top step of the Master's Degree Salary Schedule) for a one year's leave, or full base salary for one semester. Insurance benefits will be paid according to the same formula.

2. Recipients must agree to return to the school system for a period of at least two (2) years following the period of the leave, or return pro rata the sum of the grant.

3. Maximum number of three (3) leaves per year will be made available to qualified members of the teaching staff for graduate study.
 4. The teacher, upon return from a sabbatical leave, may be restored to a vacant position for which he/she is certificated and qualified, and shall be placed at the same position on the salary schedule as he/she would have held had he/she taught in the district during such period.
 5. The granting of sabbatical leaves shall be made by a majority vote of a specially appointed screening committee, composed of four (4) teachers appointed by the Association, and four (4) administrators appointed by the Board. Sabbatical leave applications shall be accepted until April 15 of each year.
6. Sick leave provided in this Agreement may be used consistent with and for any basis provided for in the Michigan Paid Medical Leave Act (PMLA).

B. Leaves of Absence without Pay

1. Unless otherwise indicated, the following conditions shall apply to extended unpaid leaves of absence;
 - a) Salary increments shall not accrue.
 - b) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
 - c) Other fringe benefits shall not be paid (hospitalization, life insurance, etc.)
 - d) Time spent on an unpaid leave cannot be added to the employee's seniority.
 - e) Requests for unpaid leaves shall be made in writing to the Human Resources Office and must have prior approval before becoming effective.
2. Short Term Leaves: When approved by the Director of Human Resources, the following short term leaves without pay may be granted:
 - a) Personal leave which could not be arranged at any other time or for which the school district feels no responsibility (maximum of five (5) work days) such as a honeymoon, marriage, divorce, hunting, seeking new job positions, activities of spouse and /or children, shopping, vacation period extension, college and/or university matters and other similar reasons.
 - b) Activities of the Association.
 - c) Duty with the military reserves or National Guard when such obligations cannot be fulfilled on nonwork days.
 - d) Involuntary military leave, other than the draft, for the period of such involuntary service.
 - e) A probationary teacher whose personal illness extends beyond the period compensated will be granted a leave of absence upon proper application, for such time as is necessary for complete recovery, from such illness, but in no event, longer than ninety (90) calendar days. After such leave, the teacher shall present a statement from the physician certifying the teacher's fitness to return to work. Upon return from such a leave, the teacher may be assigned to the first available position for which he/she is qualified and certified.

3. Extended Leaves: The following extended leaves without pay may be granted after an application is on file and the Director of Human Resources has approved it.
- a) Up to one (1) year full time study, research, or Board-approved educational travel (minimum ninety (90) consecutive school days) related to the employee's teaching or in the field of education.
 - b) Up to one (1) year for caring for a member of the immediate family who is seriously ill, as verified by a physician's statement.
 - c) Any employee who may be drafted into the armed forces of the United States, or who may enlist in said forces during a state of war, or who is about to be drafted and who presents proof of such circumstances to the administration and enlists in order to become placed in a preferred branch of the military services; will receive a military leave of absence subject to the following conditions:
 - 1. A teacher who receives an honorable discharge from military service and who has been granted a military leave of absence under the above provision will, upon return, be reinstated to a position in the school system. The employee will receive up to two years' credit on the salary schedule for the time spent in the military, but not to exceed one term of the draft or one term of enlistment.
 - 2. Persons who receive military leave must make application for reinstatement to the school district not later than ninety days after the date of honorable discharge.

4. Maternity, Child Care and Adoption

- a) A leave of absence without pay shall be granted for up to one year for the purpose of maternity or adoption. It may be renewable annually upon approval of the Board. The application for such leave shall be received by the Director of Human Resources no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to terminate her teaching.
- b) The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a doctor's statement(s) to this effect.
- c) A teacher on leave under the above conditions who wishes to return to duty shall file a written request with the Director of Human Resources at least sixty (60) calendar days prior to the date she wishes to return to teaching or by April 1 if the employee wishes to return for the following school year. The Board shall not be required to return the Tenure teacher to employment except at the beginning of the semester. The probationary teacher shall be returned when a position for which she is certificated and qualified is available. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teaching.
- d) A leave for the adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.
- e) If a teacher does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Board.

C. General Conditions for All Paid and Unpaid Leaves

- 1. Teachers on an approved leave of absence (paid or unpaid) of thirty (30) workdays or less shall be returned to their regular positions.
- 2. Upon return from any approved leave of more than thirty (30) workdays, the Board shall return the teacher to the first available position for which the teacher is certificated and qualified. The Board shall not be required to return the teacher to a position except at the beginning of a semester.

3. Leave Termination: If a teacher on leave enters into a contract for another teaching position without Board approval, his/her leave will be automatically terminated and his/her employment rights with the Waterford School District shall terminate.
 4. At the termination of a leave, if an employee does not return and does not request an extension by the April 1st deadline, the employee's removal and termination of employment becomes automatic.
- D. Other Leaves: The Board may grant leaves for reasons not covered in this Article, or extend the above leaves when it believes such extension to be in the best interests of the school district. Each request for this leave will be considered on its individual merits.

The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave should be granted is final.

ARTICLE XIV NEGOTIATIONS PROCEDURES

- A. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. 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.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals. The Board shall make available to the Association for inspection all pertinent public records of the Waterford School District, exclusive of confidential records.
- C. Negotiations will be held at the Kurzman Administration Center or at such place as may be mutually agreed upon. Negotiations shall begin no later than three (3) months before the expiration date of this contract.
- D. Release time may be provided the Association's bargaining team to permit the parties to meet both during and after regular school hours for the purpose of reaching a successor agreement as soon as possible.
- E. There shall be three (3) signed copies of the Agreement, one retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XV CURRICULUM

- A. The Board and the Association recognize teachers' contributions to the school system and encourage their active participation in the development and implementation of the best possible educational program for the school children and adults of Waterford.
- B. The Board guarantees to teachers a voice in curriculum changes and commits itself to explain decisions rendered in curriculum change to those involved.
- C. The recommendations of any special curriculum study committee concerning curriculum problem resolutions will be adhered to by the Association and the Board, provided the appropriate procedures have been followed. The recommendations by these committees will be reviewed continually and any resulting changes in teaching methods, plans, programs and/or projects will be communicated to affected staff. Articulation of curricular programs on a K-12 basis will be the goal.

- D. Every effort should be put forth by the Board and the Association to improve the level of efficiency and the productivity of the ongoing educational and teaching processes.

**ARTICLE XVI
ADMINISTRATION-ASSOCIATION STUDY COMMITTEE**

- A. An Administration-Association Study Committee is hereby established for the purpose of reviewing matters affecting teaching personnel and for maintaining regular communication between the Association and the Administration.
- B. The Committee shall be composed of up to six Association members appointed by, and including, the President and/or his/her designee; and up to six representatives of the Administration appointed by, and including, the Superintendent or his/her designee. Ad Hoc Sub-committees may be created and supervised by the Administration-Association Study Committee to consider specific problems. The initial meeting of the committee shall be called within fifteen (15) school days of whatever date one of the parties submits an agenda to the other party.
- C. When the Administration-Association Study Committee reaches an agreement, the Committee will present its recommendation to the Board. The Board agrees to accept, reject or refer for further study the Administration-Association Study Committee's recommendations.

**ARTICLE XVII
ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY**

- A. No limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society and the physical and biological world and other branches of learning; subject only to accepted standards of educational responsibility, good taste, and the realization that teaching in an elementary or secondary school place special responsibility on the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
- B. While the teacher must be free to teach and live according to his/her conscience, so must his/her students and the public he/she serves. The teacher may not infringe upon the freedom of those he/she serves. Proselytism has no place in a public school. Opinion should be stated as such and theory for what it is.

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be made available at the expense of the Board and provided electronically to all teachers represented by the Association. Additional copies shall be made available to the Association upon request.
- B. At each regular and special Board meeting, the Association will be provided with copies of minutes of previous meetings, and Superintendent's Recommendations, monthly financial reports and the Agenda, and other printed public materials.
- C. The Board may require, once during the school year, a physician's statement, or at its expense, employ a physician to conduct an appropriate examination to determine a teacher's fitness. All reports of these examinations and tests will be filed in the employee's personnel file and are to be submitted within two weeks after the opening of school.
- D. Teachers shall be informed of the process to report reasons for unavailability for work. It shall be the responsibility of the administration to secure a substitute teacher if required. This process must be kept in strict confidence, and not given out to anyone except those authorized by the Board. In the event a teacher becomes ill during the school day, he/she will notify his/her immediate supervisor. Upon receiving approval to leave from the administrator, it is the responsibility of the administrator to cover the teacher's assignment.

- E. The Association shall be duly advised by the Board of proposed school tax elections to be initiated by the District and the Association shall have the opportunity to consult with the Board with respect thereto in advance of the Board's taking official action on any such matters.
- F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Student teachers shall be assigned to experienced teachers only and may, on special occasions, be used as substitutes in the critic teachers' classrooms, if the critic teachers concur that such experience would be beneficial. In certain circumstances, they may be assigned to non-tenure teachers. A teacher who accepts the responsibility for a student teacher shall be awarded the honorarium the university provides for such service.
- H. No non-certificated teacher shall be disciplined without just cause. Upon request, copies of all documents forming the basis for disciplinary action will be provided to the teacher who is disciplined.

Certificated teachers may be disciplined for any reason that is not arbitrary nor capricious.
- I. Teachers will indicate to the Board electronically on the designated form if they do not intend to return for the coming school year. The Association will assist in the distribution and collection of the "Status Change"/Transfer form, distributed by the Board and returned to Human Resources by April 1st. The Association will attempt to guarantee that the information as collected is reliable and can be used by the Board with complete confidence.
- J. The Board agrees that prior to the institution of a full twelve (12) month school program, or a performance contract, all wages, hours and terms and conditions of employment of employees in the bargaining unit will be negotiated with the Association.
- K. When the Board of Education closes school to all students due to inclement weather, teachers will not be required to report to work.
- L. The Board agrees to follow the school code in reference to the changing of a student's grade.
- M. **Mentor Teachers**
Participation as a mentor teacher shall be voluntary. The relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or the mentee. The Board shall provide the WEA with a list indicating mentee and mentor any probationary teacher not assigned a mentor. Probationary teachers in their first, second, and third years shall not be used as mentors and they shall not serve on more than one committee at a time unless they want to do so.
- N. **Professional Development**
 - 1. Waterford teachers shall comply with the state requirements for Professional Development. Part time teachers' professional development hours shall be prorated.
 - 2. The days (hours) required for teachers to participate in professional development will be divided into hours for district-designated topics and hours of teacher selection. Both the District choice and teacher choice hours may be in the form of Waterford School District Staff Development activity, ISD seminars and workshops, district workshops, computer training and other as administratively approved. If a teacher has been placed on an assistance plan or IDP, all professional development hours shall be approved by the Administration.

In the event a teacher does not complete his/her annual "Professional Development" hours, he/she shall reimburse the district at the rate of 1/6 of his/her daily per diem hours completed unless the teacher is on sick leave. Then the Board and the Association shall determine the hours needed.
 - 3. The administration and Association may convene an advisory committee comprised of a representative from each of the following levels: elementary, middle school, high school and special education to meet, as

needed, with Staff Development personnel and Board selected administrators to discuss the Staff Development activities.

O. Retirement

Upon confirmation of retirement through the Office of Retirement Services, employees who have a minimum of thirty (30) days in their bank shall be paid for unused sick leave days accumulated, not to exceed one-hundred and twenty (120) days. Payment shall be at the rate of twenty five (\$25.00) dollars per day. Payments shall be received in the employee's last paycheck.

P. Longevity

1. Shall be paid no later than in the second paycheck in June and will be based on total years of continuous service in the bargaining unit. A year of service shall be defined as follows: those individuals hired into the bargaining unit on or before January 15th shall be credited with a full year of service for purposes of determining longevity. Longevity shall be paid on the last pay in June.
2. The longevity amounts are as follows:
 - i. 11-14 years \$500.00
 - ii. 15-19 years \$750.00
 - iii. 20-24 years \$1,000.00
 - iv. 25 + years \$2,000.00
3. Those employees who have not met the requirements of longevity but have already received the Educational Stipend payments based on the 2019-2020 salary schedule, shall be grand-personed into the educational stipend payments until they meet longevity service qualifications.
4. In the event an employee terminates their employment with the District prior to the end of the school year, payments shall be made as follows:
 - a. Should the employee's last day of work occur prior to the end of the first semester in any given year, the employee shall forfeit the longevity stipend;
 - b. Should the employee's last day of work occur at the end of the first semester or between the end of the first semester and the end of the school year in any given year, the employee shall be paid one-half (1/2) of the longevity stipend earned

**ARTICLE XIX- PART A
REDUCTION OF PERSONNEL (APPLIES TO CERTIFICATED TEACHERS COVERED BY THE
TEACHERS' TENURE ACT)**

- A. Pursuant to PA 103 of 2011 a school district shall not adopt, implement, maintain, or comply with a policy that provides that length of service or tenure status is the primary or determining factor in personnel decisions. A school district must implement, maintain, and comply with a policy that provides that all personnel decisions are made based on retaining effective teachers. The policy must ensure that a teacher who has been rated as ineffective under the performance evaluation system described in Section 1249 of the Revised School Code is not given any preference that would result in that teacher being retained over a teacher who is evaluated as minimally effective, effective or highly effective under the performance evaluation system.

**ARTICLE XIX- PART B
REDUCTION OF PERSONNEL (NON-CERTIFICATED TEACHERS)**

- A. Prior to the Board acting to reduce the teaching staff for reasons such as a decrease in students, or of operating funds, the Board shall meet with the Association. The purpose of this conference will be to discuss the extent, the necessity and the procedure for laying off teachers.
- B. Following the meeting, the teachers in the district will receive an announcement stating the reasons, extent and criteria for the forthcoming reduction.
- C. The order for reduction shall be:
 - 1. Temporary employees;
 - 2. Probationary teachers according to qualifications and certification; and seniority;
 - 3. Tenure teachers according to qualifications, certifications and seniority.
- D. Any teachers who were laid off because of necessary reductions shall be appointed to the first vacancy in the district for which they are qualified and certificated in reverse order of seniority. Should a laid-off teacher be assigned to such a position and refuse it, the Board is not required to offer any other position and the teacher has voluntarily terminated.
- E. The Board will give teachers to be laid off at least thirty (30) calendar days' notice before the effective date of layoff.
- F. The Board shall be obligated to recall teachers with less than fifteen (15) months of teacher employment with the Waterford School District for fifteen (15) months after their layoff. Teachers with more than fifteen (15) months of teacher employment shall be on the recall list for thirty-six (36) months after the effective date of their layoff.
- G. Notice of recall shall be sent to the laid off teacher's last known address by registered mail, along with a contract offer. If the teacher fails to return the contract within ten (10) calendar days of receipt or of the first attempt to deliver the recall notice and contract, the teacher shall be considered voluntarily terminated. It is the teacher's responsibility to keep the Board informed of any change in his/her address.

**ARTICLE XX
DURATION OF AGREEMENT**

This agreement shall be effective from the 1st day of November, 2021, and shall continue in effect until 11:59p.m., June 30, 2024. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Appendix A-1 2022-2023 WEA Wage Schedule

Step	BA	BA+20	BA+40*	MA	MA+15	MA+30
1	41,700	43,734	45,816	45,816	46,756	47,910
2	42,440	44,575	46,698	46,698	47,657	48,834
3	43,255	45,450	47,598	47,598	48,576	49,778
4	44,102	46,325	48,535	48,535	49,583	50,757
5	44,951	47,218	49,472	49,472	50,490	51,738
6	45,817	48,127	50,427	50,427	51,466	52,740
7	47,418	50,085	52,753	52,753	53,899	55,039
8	48,999	51,789	54,712	54,712	55,890	57,062
9	50,580	53,293	56,671	56,671	57,881	59,085
10	52,161	54,897	58,630	58,630	59,872	61,108
11	53,742	56,501	60,589	60,589	61,863	63,131
12	55,323	58,105	62,548	62,548	63,854	65,154
13	56,904	59,709	64,507	64,507	65,845	67,177
14	58,485	61,313	66,466	66,466	67,836	69,200
15	60,066	62,917	68,425	68,425	69,827	71,223
16	61,647	64,521	70,384	70,384	71,818	73,246
17	63,228	66,125	72,343	72,343	73,809	75,269
18	64,809	67,729	74,302	74,302	75,800	77,292
19	66,390	69,333	76,261	76,261	77,791	79,315
20	70,462	73,434	80,718	80,718	82,274	83,828

* No new employees shall be placed on the BA+40 Lane as of February 1, 2021

2022-2023 All step eligible employees shall move up one (1) full step

Appendix A-2 2023-2024 WEA Wage Schedule

Step	BA	BA+20	BA+40*	MA	MA+15	MA+30
1	42,300	44,334	46,416	46,416	47,356	48,510
2	43,040	45,175	47,298	47,298	48,257	49,434
3	43,855	46,050	48,198	48,198	49,176	50,378
4	44,702	46,925	49,135	49,135	50,183	51,357
5	45,551	47,818	50,072	50,072	51,090	52,238
6	46,417	48,727	51,027	51,027	52,066	53,340
7	48,018	50,685	53,353	53,353	54,499	55,639
8	49,599	52,389	55,312	55,312	56,490	57,662
9	51,180	53,893	57,271	57,271	58,481	59,685
10	52,761	55,497	59,230	59,230	60,472	61,708
11	54,342	57,101	61,189	61,189	62,463	63,731
12	55,923	58,705	63,148	63,148	64,454	65,754
13	57,504	60,309	65,107	65,107	66,445	67,777
14	59,085	61,913	67,066	67,066	68,436	69,800
15	60,666	63,517	69,025	69,025	70,427	71,823
16	62,247	65,121	70,984	70,984	72,418	73,846
17	63,828	66,725	72,943	72,943	74,409	75,869
18	65,409	68,329	74,902	74,902	76,400	77,892
19	66,990	69,933	76,861	76,861	78,391	79,915
20	71,062	74,034	81,318	81,318	82,874	84,428

* No new employees shall be placed on the BA+40 Lane as of February 1, 2021

2023-2024 All step eligible employees shall move up one (1) full step

APPENDIX/SCHEDULE B

EXTRA PAY FOR EXTRA DUTIES

2021-2024 RATES OF PAY

All percentages are based on the figure of the BA Minimum for the current year. Freeze on amounts and percentages, steps paid if applicable.

1. Summer School, Extended Day, and Additional Duty
Any class taught by a bargaining unit teacher under these programs, which, requires a certificated teacher, will be paid at the rate of Thirty Dollars (\$30.00) per hour.
2. Summer Vacation and Saturday Study - Thirty-Three Dollars \$33.00/Hour
3. a. SECONDARY ATHLETIC COACHES:

Category I	Category II	Category III	Category IV
HS Head Football	HS Asst. Football	HS Asst. Baseball/Softball	HS Asst. Tennis
HS Head Basketball	HS Asst. Basketball	HS Asst. Track	All 7 th & 8 th Grade Coaches
HS Band & Orchestra Dir.	HS Head Baseball/ Softball	HS Asst. Wrestling	HS Asst. Sideline Cheer
HS Head Hockey	HS Head Track	HS Gymnastics	
	HS Head Wrestling	HS Cross Country	
	HS Head Soccer	HS Golf	
	MS Orchestra Director	HS Tennis	
	HS Choral Director	HS Skiing	
	HS Asst. Band Director	HS Asst. Soccer	
	HS Head Volleyball	HS Asst. Hockey	
	HS Head Lacrosse	HS Asst. Volleyball	
	HS Head Swimming & Diving	HS Asst. Lacrosse	
	MS Band Director	HS Asst, Swim/Diving	
	HS Head Competitive Cheer	HS PomPon (1/2 each season)	
		HS Asst. Cross Country	
		HS Head Bowling	
		HS Head Sideline Cheer	
		HS Asst. Competitive Cheer	

Yrs. Of Exp.	Category I %	Category II %	Category III %	Category IV %
0	11.5	7.5	5.5	4.5
1	12.5	8.5	6.5	5.5
2	13.5	9.5	7.5	6.5
3	14.5	10.5	8.5	7.5
4	15.5	11.5	9.5	8.5

APPENDIX/SCHEDULE B
EXTRA PAY FOR EXTRA DUTIES

- b. Consultants – 7%
- c. Middle School Camp/Washington Trip \$76.11 per night
On-Site Camp/Trip Program Director(s) \$86.22 per night
(only 3 of 4 nights, if staff and principal can mutually arrange duties for elementary camping) Middle School Camp/Washington, D.C. Trip Coordinator - 2%
- d. High School (Musical): Stage Director, Technical Director, Vocal Music Director, and Pit Conductor
- 4% per teacher with a maximum of 1 (one) musical per year per high school
High School (Play): Stage Director, Technical Director – 4% per teacher, per play with a maximum of 2 (two) productions per high school per year
Middle School: Director (musical or play) - 4% per teacher with a maximum of 1 (one) staged production per year per middle school, not to exceed 2 Directors (per Middle School)
- e. H.S. Forensics - 5%
- f. H.S. Debate Coach - 5%
- g. Yearbook
Sr. High - High school yearbook production period with teacher-selected students - 7%
- h. Athletic Supervisor - \$18.62 per hour Event worker - \$10.63 per hour
- i. Middle School Choral - 3%
- j. H.S. Class Sponsors - 2%
Jr. National Honor Society and Senior National Honor Society - 2%
National Art Honor Society- 2%
- k. Emergency Substitute - \$28.00 per hour
- l. Intramurals - 2% per season
Special Olympic Coach, Destination Imagination or Future Problem Solver, Coordinator Leaders and Readers, or Math Pentathlon Coordinator
- m. Student Council Sponsor - 5% (if needed time not given for the activity)
- n. Curriculum leaders - 7%
- o. H.S. Athletic Manager - 8% per season (Max. 24%)
H.S. Asst. Athletic Manager and Middle School Athletic Manager - 5% per season
- p. Elementary student leadership groups (Student Council, Service Squad, Safety Patrol, Lighthouse Groups, etc.) – 2% first year, 4% second year. Two positions are allotted for each building; if additional positions are district approved, they will be funded.
- q. High School newspaper production period with teacher selected students or - 7%
- r. Middle school yearbook - 5%

- s. H.S. Robotics Advisor - one at each high school - 6% (It is understood that to be eligible for the above stipend, the Robotics Team must compete as a part of a recognized educational robotics organization throughout the year.)
- t. Link – 5% with three (3) positions per comprehensive High School
- u. Web – 3% with two (2) positions per Middle School

- 4. Extracurricular assignments are annual appointments. The Administrator’s decision is final in the appointment to each reimbursed extra-curricular assignment as authorized for the school year.

Person’s employees less than the length of the assignment shall have their pay prorated. The listing of all positions under Schedule B is not authorization to have the positions. The Board shall decide whether to have or not have the positions.

- 5. In filling vacancies for extra pay, teachers within the building shall have first consideration. If no teacher within the building applies, or is deemed qualified for said position, the position shall be posted district wide. If no teacher within the district receives said position, the Board may fill the position from outside the bargaining unit.
- 6. In the 2022-2023 school year, a joint committee shall be formed with equal numbers of Administrators and Association representatives. The committee shall be limited to Extra Pay for Extra Duties including Athletic Coaches. The committee shall establish a rubric to review current percentages/wages received for extra pay for extra duties. Rubric shall be based on:
 - a Number of student participants
 - b Number of student contact hours beyond the school day
 - c Number of after school events/performances/competitions/practices/games
 - d Preparation time for activity
 - e Equipment and materials management for the activity
 - f Obligation for travel supervision
 - g Overnight responsibilities/safety considerations

The committee shall have a recommendation for the teams no later than December 31, 2023. Recommendations shall be brought back to the bargaining table for final decisions.

Appendix C-1 2022-2023 Calendar

Elementary Meet and Greet	8/25
Probationary Teachers Report – Professional Development	8/22 – 8/26
Tenure Teachers Report - Professional Development	8/23 – 8/24 ^A
Half-Day Staff Meetings / Half-Day Teacher Work Time	8/25 ^B
Students Report	8/29
Labor Day Recess (NO School for Teachers and Students)	9/2 – 9/5
KHS and Mott High School Curriculum Night (6-8pm)	9/13
Middle School Curriculum Night (6-8pm)	9/14
Durant High School and KMS Conferences (4-7pm)	9/28
Children’s Village Conferences (6-8:30pm)	9/28
KHS and Mott High School Conferences (4-7pm)	10/11
Middle School Conferences (4-7pm)	10/13
District Break (NO School for Teachers and Students)	10/17
Middle School Conferences (4-7pm)	10/25
Middle School – End of 1 st MP	10/28
Elementary and Stepanski – End of 1 st MP (1/2 day for students)	10/31 ^C
Professional Development Day (NO School for Students)	11/8
Elementary Conferences (4:30-7:30pm)	11/9
Elementary Conferences (4:30-7:30pm)	11/15
Elementary Conferences (4:30-7:30pm)	11/21
NO School - Teachers and Students (Teacher Conference Compensation)	11/23 ^F
Thanksgiving Break - NO School for Teachers and Students	11/24 – 11/25
School Resumes	11/28
Durant High School and KMS Conferences (4-7pm)	12/7
Children’s Village Conferences (6-8:30pm)	12/7
Winter Break	12/23 – 1/6/23
School Resumes	1/9/2023
Martin Luther King, Jr. Day (NO School for Teachers and Students)	1/16
KHS and Mott High School Exams (1/2 day for Students)	1/18 – 1/20 ^D
Durant HS, Elementary and Stepanski (1/2 day for Students)	1/19-1/20 ^D
Middle School Exams (1/2 day for Students)	1/19 – 1/20 ^D
CVS and KMS (1/2 day for Students)	1/19 -1/20 ^D
Durant HS, Elementary and Stepanski (1/2 day for Students)	1/20 ^D
End of 1 st Semester – District-wide	1/20
February Break (NO School Teachers and Students)	2/17 – 2/20
School Resumes	2/21
Middle School Conferences (4-7pm)	2/28
Durant High School and KMS Conferences (4-7pm)	3/1
Children’s Village Conferences (6-8:30pm)	3/1
Elementary Conferences (4:30-7:30pm)	3/1
KHS and Mott High School Conferences (4-7pm)	3/7
Middle School Conferences	3/8
KHS and Mott High School Conferences	3/14
Spring Break – NO School Teachers and Students	3/27 – 3/31
School Resumes	4/3
Middle School – End of 3 rd MP	4/6
Elementary and Stepanski – End of 3 rd MP (1/2 day for students)	4/6
Good Friday Holiday – NO School for Teachers and Students	4/7
Elementary Celebration of Learning (May-June)	Dates Vary by Building
Durant High School and KMS Conferences (4-7pm)	5/3
Children’s Village Conferences (6-8:30pm)	5/3

NO School Teachers and Students (Teacher Conference Compensation)	5/26 ^F
Memorial Day – NO School Teachers and Students	5/29
KHS and Mott High School Exams (1/2 day for students)	6/12 – 6/14 ^E
Middle School Exams (1/2 day for students)	6/13 – 6/14 ^E
Last day for Teachers and Students (1/2 day for students)	6/14 ^E

- A. August 24, 2022 - Professional Development Day for Teachers counting as Student Instruction.
- B. August 25, 2022 - Teacher workday. Up to three (3) hours of the contractual workday may be used for building/department meetings, remainder of the teacher workday at building.
- C. October 31, 2022 - Elementary and Stepanski end of 1st Marking Period. Half student day and half teacher workday where elementary teachers will perform their work at location of their choice after notifying their supervisor.
- D. January 18-20, 2023 – half student day and full workday for High School teachers. CVS& KMS, Middle and High School teachers will perform their work at the location of their choice on January 19-20, 2023 after notifying their supervisor. Durant, Elementary and Stepanski teachers will perform their work at the location of their choice on January 20, 2023 after notifying their supervisor.
- E. June 12-14 2023 – half day for students and full teacher workday for High School teachers on site. June 13-14, 2023 half day for students and full teacher workday for CVS, KMS, and Middle School on site. June 14, 2023 half day for students and full teacher workday for Durant, Elementary and Stepanski on site.
- F. November 23, 2022 and May 26, 2023 – Compensation days for evening teacher conferences.

Elementary School

- November 9, 15, and 21, 2022 – Full day for students and teachers, evening parent conferences 4:30-7:30pm**
- March 1, 2023 – Full day for students and teachers, evening parent conferences 4:30-7:30pm**
- May-June, 2023 – Learning Fair determined by the individual building with a full day for students and teachers, evening 5-8pm

Middle School

- October 13 and 18, 2022 – Full day for students and teachers, evening parent conferences 4-7pm*
- March 7 and 14, 2023 – Full day for student and teachers, evening parent conferences 4-7pm*

Kettering and Mott High School

- October 11 and 25, 2022 – Full day for students and teachers, evening parent conferences 4-7pm*
- March 7 and 14, 2023 – Full day for students and teachers, evening parent conferences 4-7pm*

Durant High School/KMS/Children’s Village School

- September 28 and December 7, 2022 – Full day for students and teachers, evening parent conferences 4-7pm* CVS - 6-8:30pm***
- March 1 and May 3, 2023 – Full day for student and teachers, evening parent conferences 4-7pm* CVS – 6-8:30pm***

Student Support Services – Ancillary Staff

- Ancillary staff under Student Support Services will need to declare what building they will be in on each of the parent conference nights.

Additional Notes

- A teacher must determine a make-up date with his/her supervisor if he/she is unable to attend the scheduled evening teacher conferences.

*It is understood and agreed to by the parties that a “full work day” for purposes of this agreement is the continuous seven and one-half (7 1/2) hour period established in Article IV B. 8. Of the Agreement between The Board of Education of the Waterford School District and the Waterford Education Association. It is further understood and agreed to by the parties that on those dates listed above which establish a full day for students, a full work day for

students and teachers and evening parent conferences, the length of time designated for parent/teacher conferences will not exceed continuous hours and will end no later than 7:00pm.

** It is understood and agreed to by the parties that a “full work day” for purposes of this agreement is the continuous seven and one-half (7 1/2) hour period established in Article IV B. 8. Of the Agreement between The Board of Education of the Waterford School District and the Waterford Education Association. It is further understood and agreed to by the parties that on those dates listed above which establish a full day for students, a full work day for students and teachers and evening parent conferences, the length of time designated for parent/teacher conferences will not exceed continuous hours and will end no later than 7:30pm.

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Appendix C-2
2023-2024 Calendar
***Dates may be subject to change**

Elementary Meet and Greet	8/24
Probationary Teachers Report – Professional Development	8/21 – 8/25
Tenure Teachers Report - Professional Development	8/23 – 8/24 ^A
Half-Day Staff Meetings / Half-Day Teacher Work Time	8/24 ^B
Students Report	8/28
Labor Day Recess (NO School for Teachers and Students)	9/1 – 9/4
KHS and Mott High School Curriculum Night (6-8pm)	9/12*
Middle School Curriculum Night (6-8pm)	9/13*
Durant High School and KMS Conferences (4-7pm)	9/27*
Children’s Village Conferences (6-8:30pm)	9/27*
KHS and Mott High School Conferences (4-7pm)	10/10*
Middle School Conferences (4-7pm)	10/12*
District Break (NO School for Teachers and Students)	10/16
Middle School Conferences (4-7pm)	10/17*
Elementary and Stepanski – End of 1 st MP (1/2 day for students)	10/31 ^C
Middle School – End of 1 st MP	11/3
Professional Development Day (NO School for Students)	11/7
Elementary Conferences (4:30-7:30pm)	11/8*
Elementary Conferences (4:30-7:30pm)	11/14*
Elementary Conferences (4:30-7:30pm)	11/20*
NO School - Teachers and Students (Teacher Conference Compensation)	11/22 ^F
Thanksgiving Break - NO School for Teachers and Students	11/23 – 11/24
School Resumes	11/27
Durant High School and KMS Conferences (4-7pm)	12/6*
Children’s Village Conferences (6-8:30pm)	12/6*
Winter Break	12/25 – 1/5/24
School Resumes	1/8/2024
Martin Luther King, Jr. Day (NO School for Teachers and Students)	1/15
KHS and Mott High School Exams (1/2 day for Students)	1/17 – 1/19 ^D
Durant HS, Elementary and Stepanski (1/2 day for Students)	1/18-1/19 ^D
Middle School Exams (1/2 day for Students)	1/18 – 1/19 ^D
CVS and KMS (1/2 day for Students)	1/18 -1/19 ^D
Durant HS, Elementary and Stepanski (1/2 day for Students)	1/19 ^D
End of 1 st Semester – District-wide	1/19
February Break (NO School Teachers and Students)	2/16 – 2/20
School Resumes	2/21
Middle School Conferences (4-7pm)	2/27*
KHS and Mott High School Conferences (4-7pm)	3/5*
Durant High School and KMS Conferences (4-7pm)	3/6*
Children’s Village Conferences (6-8:30pm)	3/6*
Elementary Conferences (4:30-7:30pm)	3/6*
Professional Development Day – NO School for Students	3/12 ^G (subject to change)
Middle School Conferences	3/13*
KHS and Mott High School Conferences	3/19*
Spring Break – NO School Teachers and Students	3/25 – 3/29
School Resumes	4/1
Middle School – End of 3 rd MP	4/5
Elementary and Stepanski – End of 3 rd MP (1/2 day for students)	4/5
Elementary Celebration of Learning (May-June)	Dates Vary by Building
Durant High School and KMS Conferences (4-7pm)	5/1*

Children’s Village Conferences (6-8:30pm)	5/1*
NO School Teachers and Students (Teacher Conference Compensation)	5/24 ^F
Memorial Day – NO School Teachers and Students	5/27
KHS and Mott High School Exams (1/2 day for students)	6/10 – 6/12 ^E
Middle School Exams (1/2 day for students)	6/11 – 6/12 ^E
Last day for Teachers and Students (1/2 day for students)	6/12 ^E

- A. August 23, 2023 - Professional Development Day for Teachers counting as Student Instruction.
- B. August 24, 2023 - Teacher workday. Up to three (3) hours of the contractual workday may be used for building/department meetings, remainder of the teacher workday at building.
- C. October 31, 2023 - Elementary and Stepanski end of 1st Marking Period. Half student day and half teacher workday where elementary teachers will perform their work at location of their choice after notifying their supervisor.
- D. January 17-19, 2024 – half student day and full workday for High School teachers. CVS, KMS, Middle and High School teachers will perform their work at the location of their choice on January 18-19, 2024 after notifying their supervisor. Durant, Elementary and Stepanski teachers will perform their work at the location of their choice on January 19, 2024 after notifying their supervisor.
- E. June 10-12 2024 – half day for students and full teacher workday for High School teachers on site. June 11-12, 2024 half day for students and full teacher workday for CVS, KMS, and Middle School on site. June 12, 2024 half day for students and full teacher workday for Durant, Elementary and Stepanski on site.
- F. November 22, 2023 and May 24, 2024 – Compensation days for evening teacher conferences.
- G. March 12, 2024 - Presidential Primary 2024 is subject to change.

Elementary School

- November 8, 14, and 20, 2023 – Full day for students and teachers, evening parent conferences 4:30-7:30pm**
- March 6, 2023 – Full day for students and teachers, evening parent conferences 4:30-7:30pm**
- May-June, 2024 – Learning Fair determined by the individual building with a full day for students and teachers, evening 5-8pm

Middle School

- October 12 and 17, 2023 – Full day for students and teachers, evening parent conferences 4-7pm*
- February 27 and March 13, 2024 – Full day for student and teachers, evening parent conferences 4-7pm*

Kettering and Mott High School

- October 10 and 24, 2023 – Full day for students and teachers, evening parent conferences 4-7pm*
- March 5 and 19, 2024 – Full day for students and teachers, evening parent conferences 4-7pm*

Durant High School/KMS/Children’s Village School

- September 27 and December 6, 2023 – Full day for students and teachers, evening parent conferences 4-7pm* CVS - 6-8:30pm***
- March 6 and May 1, 2024 – Full day for student and teachers, evening parent conferences 4-7pm* CVS – 6-8:30pm***

Student Support Services – Ancillary Staff

- Ancillary staff under Student Support Services will need to declare what building they will be in on each of the parent conference nights.

Additional Notes

- A teacher must determine a make-up date with his/her supervisor if he/she is unable to attend the scheduled evening teacher conferences.

*It is understood and agreed to by the parties that a “full work day” for purposes of this agreement is the continuous seven and one-half (7 1/2) hour period established in Article IV B. 8. Of the Agreement between The Board of

Education of the Waterford School District and the Waterford Education Association. It is further understood and agreed to by the parties that on those dates listed above which establish a full day for students, a full work day for students and teachers and evening parent conferences, the length of time designated for parent/teacher conferences will not exceed continuous hours and will end no later than 7:00pm.

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APPENDIX D

**K-5 SPLIT CLASS PAYMENT FORM FOR
SENDING STUDENTS OUT FOR CORE INSTRUCTION**

Per Article IV.A.3.a., for K-5 instruction in language arts, math, science and social studies. If a teacher sends one of the grade levels to another teacher for one of the core content areas, both teachers involved shall fill out the required form.

Teacher ASSIGNED the split class:

(please print)

Teacher RECEIVING students:

(please print)

Core Instruction (please circle one):

English Language Arts

Mathematics

Science

Social Studies

The ASSIGNED teacher understands that he/she shall RELINQUISH one-quarter (1/4) of the stipend under Article IV.A.3.a. for sending split-class students to the RECEIVING teacher listed above for core instruction.

ASSIGNED Teacher's Signature

Date

RECEIVING Teacher's Signature

Date

For Office Use Only:

Principal's Approval:

YES

NO

Principal's Signature

Date

Date Received by Payroll: _____