

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

2013 - 2016



**Human Resources
501 N. Cass Lake Road
Waterford, MI 48328
www.waterford.k12.mi.us**

WATERFORD SCHOOL DISTRICT

BOARD OF EDUCATION

Joan Sutherland.....President
Robin McGregor.....Vice President
Robert Seeterlin.....Secretary
John Himmelspach.....Treasurer
Heather Halls.....Trustee
Bob PiggottTrustee
Robert Petrusha Jr.....Trustee

ADMINISTRATION

John Silveri.....Superintendent of Schools
Karen D. Pugh.....Executive Director, Human Resources

NEGOTIATING TEAMS

WATERFORD EDUCATION ASSOCIATION

Marcy Felegy, UniServ Director
Troy Beasley, President
Cathy Cartier
Bob Craner
Kathy Didocha
Scott Kortlandt

BOARD OF EDUCATION

Karen D. Pugh, Chief Negotiator
Thomas Wiseman
William Holbrook
Vicki Schulte

MASTER AGREEMENT

THE WATERFORD SCHOOL DISTRICT BOARD OF EDUCATION

and

THE WATERFORD EDUCATION ASSOCIATION

THIS AGREEMENT is entered into this twenty-first day of March, 2013, 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

TABLE OF CONTENTS

Article	Title	Page Number
I	Recognition	1
II	Rights and Responsibilities	1
III	Compensation	7
IV	Working Conditions	10
V	Assignments	13
VI	Transfers	14
VII	New Positions and Vacancies	15
VIII	No Strike Provision	15
IX	In-Service and Parent Conferences	16
X	Teacher Evaluation	16
XI	Protection of Teachers	18
XII	Grievance Procedure	19
XIII	Leaves of Absence	22
XIV	Negotiations Procedures	27
XV	Curriculum	27
XVI	Administration-Association Study Committee	27
XVII	Academic Freedom and Professional Responsibility	28
XVIII	Miscellaneous	28
XIX	Reduction of Personnel	30
XX	Duration of Agreement	31
	Calendar	32
	Schedule A – Wage Schedules	35
	Schedule B – Extra Pay for Extra Duties	37

**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, kindergarten through grade five teachers of music, art, media, library, physical education, counselors; teachers of all subjects in grades six through twelve; teachers of students with disabilities; consultants, speech pathologists, school social workers, occupational therapist, physical therapists, school psychologists, learning coaches, prevention specialists, reading 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. Agency Shop - Pay Deductions

- a) 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.
- b) Except as provided elsewhere herein, all full time teachers in the bargaining unit shall, on the sixtieth (60th) day following the beginning of the school year, beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:
 - (1) become members of the Association, or
 - (2) pay to the Association a service fee equal to the W.E.A. annual dues (including M.E.A. and N.E.A.) Upon objection, made in accordance with the policies of the W.E.A., M.E.A., or N.E.A., no agency fee payer shall be required to support an ideological cause or political activity that is unrelated to employee representation in organizing, collective bargaining, contract administration and grievance adjustment.
- c) 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.

To this end, it is understood and agreed that the following items are necessary:

- (1) Grace Period: There shall be a grace period from date of employment, commencement of the school year, or effective date of Agreement, whichever is later, for full time teachers to evaluate the situation and to make their decisions.
 - (2) Availability of Membership: The Association must permit teachers to join the Association.
 - (3) Equal Membership: The Association must allow membership on an equal basis; full participation must be on an equal basis.
 - (4) Application for Membership: As a condition of employment, the Association cannot deny a teacher membership or the right to pay the service charge if he/she has tendered or offered to pay.
 - (5) Dues or Fees: A teacher need only tender periodic dues or fees of service charge to retain his/her employment. Assessments, fines, etc., are not considered within dues, fees or service charges.
- d) Exceptions to Section "b" above shall be:
- (1) Temporary teachers shall not be required to join the Association or pay a service charge thereto.
 - (2) Part-time teachers and teachers hired after the opening of the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization), only a pro rata amount of the membership dues or service charge. Such pro-ratum shall be based on a maximum of ten (10) months (school year), the number of months remaining in the school year (within a month, it is the majority of days left that shall govern), and the number of hours worked as compared to a full time teacher.

- e) In the event that a teacher covered by Section "b" above does not join the Association or tender his service charge to the Association, either directly, or through a voluntary deduction authorization, as provided in section "g" below, on the sixtieth (60th) day as required, such teacher shall be terminated in conformance with the Michigan Tenure of Teachers act; provided the Association has complied with the following:
- (1) Fulfillment of the requirements and necessary items set forth in Section "c" and elsewhere in this Section.
 - (2) Fulfillment of its fiduciary obligation by sending written notice to the teacher, with copy to the Board, that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender and to whom such tender is to be made.
 - (3) Fulfillment of its responsibilities by sending written notice to the teacher (copy to the Board) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for his/her termination is being made to the Board.
 - (4) By stating in the request for termination that such request is in conformance with the provisions of this Section, that the teacher has not complied with his/her obligations, that it is an official request of the Association, and that the "save harmless" clause, set forth in Section "1" below, shall be put into effect.
- f) If a teacher has tendered directly to the Association his/her membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstance, risk the loss of job because of a lack of good standing in the Association.
- The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than his/her failure to tender the dues or service charge to the Association either directly or after revocation of his/her authorization.
- g) In the event a teacher does not tender his/her payment of dues or service charge directly to the Association, he/she may execute a written authorization to the Board for deduction from his/her pay. Such written authorization must be voluntary and is revocable from year to year, between August 1 and September 1. The deductions permitted under the authorization shall be:
- (1) Association Member: The regular and equal amount of W.E.A., M.E.A., and N.E.A. dues (but excluding fines, assessments, etc.).
 - (2) Non-Members: The regular and equal amount of W.E.A. dues and fees (referred to as "service fee") including the M.E.A. and N.E.A. (but excluding fines, assessments, etc.) for the costs of employee representation in organizing, collective bargaining, contract administration and grievance adjustment.
- h) The procedure for deduction shall be:
- (1) By August 1 of each year of this contract, the Association shall certify to the Board, in writing, the current rate of W.E.A. dues and fees, and also the M.E.A. and N.E.A. dues. No changes in dues deduction privileges will be permitted unless the Association assumes the cost of such change.
 - (2) Deductions for Association membership dues and non-members service charge will be made in sixteen (16) equal installments in each payday after receipt of a signed authorization by the individual teacher. If a teacher has less than sixteen (16) pays after signing the authorization, the installments will be prorated equally among the remaining pays.
 - (3) By the fifteenth (15th) of each succeeding month, the Board shall transmit the monies to the Association's Executive Director.

- i) The following requirements are understood and agreed to by the parties:
 - (1) At the beginning of each month, the Association shall send a list of teachers who have signed authorizations, revoked authorizations, paid directly to the Association, the amount of money outstanding from a teacher, and any other pertinent information necessary to the orderly administration of this Section.
 - (2) Accompanying the transmittal of monies deducted, the Board shall send a list of teachers who have had monies deducted from their pay, the amount deducted from each teacher, the amount to be deducted from future paychecks, receipts of signed authorizations and/or revocations, and any other pertinent information necessary to administer this Section.
 - (3) If a teacher shall leave the employ of the Board before the completion of the deductions, his/her obligation under this Article ends on the last day of the month his/her employment is terminated, and the Association will hold the Board harmless for any collection of dues or service fees remaining.
 - (4) The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Section. In the event the Board fails to comply with the provisions of this Section, the previous statement shall not apply.

- j) If any of the provisions of this Section are attacked or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done:
 - (1) All monies to be paid or deducted, as the case may be, except those authorized in writing, shall be placed in an escrow account pending final adjudication of the outcome of the suit(s) or contestation.
 - (2) No teacher who has received a termination notice pursuant to this Section shall be terminated until there is a final adjudication of the suit(s) or contestations. If, however, such teacher has not filed suit, joined or participated in a suit, or sought to exhaust his/her administrative remedies, within thirty (30) days of the end of the school year, his/her services shall be terminated.

- k) If any court of competent jurisdiction or administrative agency holds that an "Agency Shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or if the State legislature enacts a law forbidding the "Agency Shop" clause, or any part thereof (which this Section does not conform to or with) this shall be null and void and the Association shall reimburse all teachers who have been required to pay the service charge; provided such teachers must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
 - (1) As a condition of the effectiveness of this Section, the Association agrees to indemnify and save the Board, each individual School Board Member and all administrators harmless 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, action taken by the Board for the purpose of complying with this Article.

- 5. 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.

- 6. 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.

- 7. 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.

8. 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 Executive Director, Human Resources.
9. 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.
10. 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.
11. Each teacher shall prepare adequate written lesson plans according to building policy.
12. Teachers shall not use their institutional privileges for monetary gain.
13. The Board will give teachers those written policies, rules and regulation for which they are to be responsible.
14. Teachers shall have the right to review their personnel files, excluding confidential records. The teacher may be accompanied by an Association representative.
15. Political activities of any teacher seeking or holding office or campaigning for candidates shall be outside of school duty hours.
16. The President of the Waterford Education Association shall be released half-time (50%) if he/she selects to be released. If the Association president selects to be released, the Association will reimburse the Board fifty percent (50%) of the first step of the BA salary track plus fifty percent (50%) of the benefit costs to continue the classroom services normally provided by the President.

If the President is an elementary teacher, he/she will select whether to be released morning's (A.M.) or afternoon's (P.M.).

If the President is a secondary teacher, he/she will select whether to be released:

- a. three (3) classes one semester and two (2) classes the other semester;
- b. three (3) classes one year and two (2) classes the other year.

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. Teachers are paid for the number of weekdays from the first day of work to the last. Deductions for days lost or for a partial year's services shall be prorated on a daily basis. Teachers employed more than half time will advance a step on the next year's salary schedule. Those employed half time or less will advance every two years.
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.
7. Up to eight (8) years' 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. A major fraction of a year's experience is considered a full year.
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 required to pack and unpack their classroom due to construction/renovation shall receive 4 hours to pack and 4 hours to unpack at the Schedule B summer vacation and Saturday Study rate.

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, in regard to the 2013 Letter of Agreement regarding healthcare coverage, 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.) Teachers who have not been covered by District paid health insurance for a period of one plan year (January 1 – December 31) are eligible to receive the following:

	<u>1-50*</u>	<u>51-100**</u>	<u>101 and above***</u>
After 1 full plan year:	\$1,000	\$1,200	\$1,500
After 2 consecutive full plan years:	\$1,500	\$1,700	\$2,000
After 3 or more consecutive full plan years	\$2,000	\$2,200	\$2,500

First plan year of this program would be January 1, 2010 – December 31, 2010. Employees who are not enrolled in District health insurance January 1, 2010 – December 31, 2010 would receive the first payment of \$1,000, \$1,200, or \$1,500 in July, 2011.

If more than one family member is in the bargaining unit, only one cash in lieu payment will be given per family. An employee may not take a cash in lieu and then be covered by another employee on District paid health insurance.

*If 1-50 teachers select not to be covered, rate applies.

**If 51-100 teachers select not to be covered, rate applies.

***If 101 or more teachers select not to be covered, rate applies.

2. The parties agree that dual coverage of health care insurance is prohibited. No one covered under a Board insurance plan will be dual covered. Anyone with double health coverage shall reimburse the Board for the cost of their entire health coverage, the length of the school year when discovered. 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. The insurance benefits provided in this Section shall begin when the teacher has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the teacher's employment is terminated or when the teacher is on a leave of absence without pay.
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 coverage's 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:

ELEMENTARY:

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

SPLITS: Kindergarten, First, Second	26 Pupils
Third through Fifth Grades	28 Pupils

MIDDLE SCHOOL/HIGH SCHOOL:

English, Technology Education, Art, Speech	27 Pupils
Social Studies, Mathematics, Languages	29 Pupils
Block, Academic Business	30 Pupils
Science	As established by facilities
Business Labs.	As established by facilities
Life Skills	As established by facilities
Physical Education	50 Pupils
Special Education	Class in accordance with the State of Michigan revised administrative rules for Special Education
Drafting	35 Pupils
Vocational Shops	25 Pupils
Music	As established by facilities
Counselors:	Ratios: Grades 6-8: 425 to 1
	Grades 9-12: 325 to 1

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. In the event that a class should reach an enrollment that causes a problem for the teacher, or exceeds the above number, the teacher may conference with the principal or immediate supervisor. If no mutually satisfactory solution is found, the teacher may make an appeal to an Appeal Board made up of a building administrator, (exclusive of that building), and the appropriate Director. The member shall be represented by the Association in the process.

The Appeal Board shall meet within five (5) school days to determine how to alleviate the situation. The following will be considered as possible alternatives:
 - a) Assigning a certificated teacher to work with the group on a part-time basis;
 - b) Assigning a teacher aide or clerical person to assist the teacher;
 - c) Transferring students to another building or class;
 - d) Other solutions as may be acceptable to the teacher and to the administration.
4. The decision of the Appeal Board shall be sent to the teacher within three (3) school days of its meeting. If the teacher is not satisfied with the decision to the Appeal Board, or if the Appeal Board cannot reach a mutually satisfactory decision, the teacher may make an appeal to the Superintendent within three (3) school days of receipt of the decision. The Superintendent shall hold a meeting within three (3) school days after receiving the appeal if within the above time limit.

The decision of the Superintendent shall be sent to the teacher within three (3) school days of the meeting between said teacher and the Superintendent. If the teacher is not satisfied with the decision of the Superintendent the teacher may make an appeal to the Board of Education for a final decision under the rules stated below:

- a) An appeal to the Board of Education must be made in writing within three (3) school days of receipt of the Superintendent's decision.
 - b) The Board will set a meeting within a reasonable time following receipt of the written appeal.
 - c) The teacher will be informed of the Board's decision within three (3) school days of the meeting.
 - d) In order for an appeal to be brought to the Board on the basis of size, numbers must be exceeded by ten percent (10%).
5. At all levels of appeal, the teacher shall be entitled to representation by the Association.

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 for preparation and conference time or an average of one (1) period per day for the week.
4. 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.
5. 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.
6. The Board and the Association recognize a teacher's duties as professional duties, which can not 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 five (5) 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.

7. 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.
8. 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.

9. Elementary teachers of music, art, physical education, speech, reading teachers, resource room teachers and social workers shall be provided with relief and preparation time to the same extent as other elementary teachers in this district.
10. Teachers shall reserve Thursday afternoons for faculty or committee meetings. These meetings are not to exceed one and one-half hours, and may be extended by joint faculty and administrative agreement. The principal and the majority of the faculty may establish any morning meeting time to replace the required faculty meetings in the building. The faculty should be given at least twenty-four (24) hours notice of such building faculty meetings. The Board shall have a maximum of two staff meetings a month which may be up to 90 minutes each. Administration may call a staff meeting in case of emergencies or extenuating circumstances.
11. 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.
12. 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.
13. 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.
14. The Board will consider providing elementary teachers with supportive services such as counselors and consultants in the areas of art, mathematics, science and media.
15.
 - 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.
16.
 - a) A teacher may be used as a substitute during his/her conference period no more than two periods a year, unless by mutual consent. Any substitute duty requested by the immediate supervisor in excess of the above mentioned two (2) times, shall be compensated at the rate established in Schedule B. If administrators request teachers to substitute, they will make such requests on the basis of the best educational program for the students being supervised.
 - b) 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. In case the substitute fails to arrive, the teacher may be used as a substitute no more than two (2) times during the school year. If a teacher is used more than two (2) periods, he/she shall receive the rate of pay as provided in Schedule B.
17. If the Board has to cut the elementary preparation time provided by the elementary art, music and physical education teachers during the period of time that the 1987-1989 agreement is in effect, then the following will occur: The elementary schedule will be adjusted to provide an average of one additional hour of release time per week to be used as teacher preparation time. Release time will not be provided if the State-required number of hours of instruction is not reached. This is based on an average of twelve (12) minutes a day.
18. 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.
19. Participation in Site Based Decision-Making (School Improvement Teams) shall be voluntary.

C. The School Calendar

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.

**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 elementary teachers will have the opportunity to discuss with the principal the following school year's teacher assignment. At the secondary level, all department heads will be apprised by the principal of the variables related to teacher assignments and have an opportunity to discuss with the principal the following school year's teacher assignments, after the department heads have met with their departments.
- 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 elementary teachers will have the opportunity to discuss with the principal the following school year's teacher assignment. At the secondary level, all department heads will be apprised by the principal of the variables related to teacher assignments and have an opportunity to discuss with the principal the following school year's teacher assignments, after the department heads have met with their departments.
- 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 Executive 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 through a newsletter or by posting in each school lounge. 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 through a newsletter or by posting in each school lounge. A copy of the postings shall be sent to the Association.
- C. A list of teaching vacancies in the District will be available for teachers, in the Executive Director of Human Resources Office.
- D. Vacancies in Community School Directorships, Consultantships and Principalships will be announced through newsletter or by posting, and on the WSD Intranet, 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. The building principal shall inform teachers of known conferences and meetings by posting, and of the opportunity to attend them.
- 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 Director of PreK–12 Services for approval. Kindergarten teachers may be allowed additional time as needed, when approved by the Director of PreK–12 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 Director of PreK–12 Services for approval. If four (4) or more half-days are used for parent-teacher conferences in a junior high, 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:

1. 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 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

- a) Sick leave shall be defined as personal illness of the Waterford teacher due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury. Personal illness shall not be used for such reasons as cosmetic surgery, sex change operations, and any elective medical treatment, or for any surgical procedure that can be scheduled during non-work days. The benefits of the sick leave plan do not apply to voluntary abortion, sterilization, intentionally self-inflicted injuries, disabilities resulting from the commission of, or those due to, war, insurrection, rebellion, or participation in a riot.

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.

- b) 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.
- c) The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.
- d) Paid sick leave is for the personal use of the teacher employed by the Waterford School District. Sick days cannot be used because a member of the teacher's family is ill or for any other purpose than personal illness of the Waterford teacher, as herein defined.
- e) 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.

If abuse of the sick leave program continues, the principal may require the teacher to present a physician's statement for such absences.

- f) Non-Tenure Teacher's Personal Illness, Injury Leave:

Sick leave shall be granted to probationary teachers on the following basis:

First year of Probation	12 days
Second Year of Probation	15 days
Third Year of Probation	16 days
Fourth Year of Probation	18 days
Fifth Year of Probation	20 days

Unused days may be accumulated each year. If an employee uses all of his/her sick leave in the early part of a school year, it is presumed he/she will complete the school year; if the teacher does not complete the school year, he/she shall return the money paid for those sick days not yet earned.

Probationary teachers are eligible for current sick leave only after they have worked for a least one-day in the school year.

g) 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) A teacher shall be allowed up to five (5) school days, as may be required for a very critical illness, or death, in the immediate family. "Immediate family" is defined as mother; father, brother, sister, spouse, son or daughter.
- (b) A teacher shall be allowed up to three (3) school days as may be required for a very critical illness or for the death of a relative. A relative is defined as in-laws, step-parents, step-siblings, grandparents, or grandchild.
- (c) A teacher shall be allowed up to three (3) school days a school year for emergency illness in the immediate family, which requires the teacher to take the immediate family member to the doctor or hospital. A teacher may use up to three (3) non-consecutive half-days of the total three (3) days for emergency home care of his/her children.
- (d) 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.
- (e) Time necessary to take the Selective Service physical examination.
- (f) In the case compensation is paid during an absence, the difference between the teacher's regular salary and such compensation will be paid.
- (g) 1. A teacher may have up to three approved leave days per year, or the equivalent of, when approved by his/her supervisor/principal, for the following verifiable reasons:
 - a) Closing of home mortgage;
 - b) Physician or dentist appointment that cannot be made except during school time;
 - c) Attorney appointments, tax audits, court hearing that cannot be made except during school time;
 - d) Religious Holidays;

- e) Funerals of persons other than immediate family or relatives as noted above;
- f) Governmental ordered evacuation of the teacher from his/her residence due to a flooding condition, tornado, or contamination;
- g) A fire in a teacher's residence which results in the calling of the fire department for assistance and extensive damage to property;
- h) Flooded residence;
- i) Appointment at the Retirement Board;
- j) Naturalization for self, spouse or children;
- k) Appointment for adoption;
- l) The wedding of the employee or an immediate family member, attendance at college graduation of a son or daughter, school activity of the Teacher's dependent child requiring the teacher's presence for the time needed.

2. Teachers shall request such leave from their principals/supervisors by filing appropriate forms and receiving approval at least two (2) days prior to the leave, except in emergencies. In case of emergency, verbal approval from the immediate supervisor shall substitute for the appropriate form. The form shall be completed upon the teachers' return.
3. Probationary teachers using such leave shall have it deducted from their sick leave.
4. Any abuse of this leave policy as judged by the Board shall result in loss of pay for the day(s) missed.

(h) 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, shall be restored to a 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.

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 Executive 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 non-work 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 will 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 Executive 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 Executive 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 Executive 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 six Association members appointed by, and including, the President; and six representatives of the Administration appointed by, and including, the Superintendent. 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. Copies of this Agreement shall be produced at the expense of the Board and presented to all teachers represented by the Association. Fifty (50) additional copies shall be made available to the Association.
- 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 "Intent to Return"/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 shall 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. Any future fees for fingerprinting current employees will be the responsibility of the employee.

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 21st day of March, 2013, and shall continue in effect until 11:59 p.m., June 30, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

WATERFORD EDUCATION
ASSOCIATION

BOARD OF EDUCATION OF THE
WATERFORD SCHOOL DISTRICT

By: _____

By: _____

President

President

By: _____

By: _____

Secretary

Secretary

WATERFORD SCHOOL DISTRICT CALENDAR

2013-2014

Probationary Teachers Report	8/22-8/26
All Teachers Professional Development Day	8/27
Teacher Work Day	8/28*
Staff does not report	8/29-8/30
Labor Day	9/2
Students Report	9/3
Professional Development Day (No Students)	11/5
Elementary End of 1 st marking period (1/2 student day)	11/8**
Thanksgiving	11/28-11/29
Winter Break	12/23-1/3
Martin Luther King/Professional Development (No students)	1/20
Secondary exam day (1/2 student day)	1/23***
End of Semester (1/2 day all students)	1/24****
February Break	2/20-2/21
Spring Break	4/7-4/11
Good Friday/Easter Monday	4/18-4/21
Memorial Day	5/26
Last Day for students and teachers (1/2 day all students)	6/13*****

* August 28, 2013 teacher workday. Up to first 3 hours of contractual work day building/department meeting, remainder of day teacher workday at building.

** November 8, 2013 elementary end of first 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.

***January 23, 2014 secondary exam day. Half student day and half teacher workday where secondary teachers will perform their work at location of their choice after notifying their supervisor.

****January 24, 2014 half student day and half workday where all teachers will perform their work at the location of their choice after notifying their supervisor.

*****June 13, 2014 half student day and half teacher workday.

WATERFORD SCHOOL DISTRICT CALENDAR

2014-2015

Probationary Teachers Report	8/21-8/25
All Teachers Professional Development Day	8/26
Teacher Work Day	8/27*
Staff does not report	8/28-8/29
Labor Day	9/1
Students Report	9/2
Professional Development Day (No Students)	11/4
Elementary End of 1 st marking period (1/2 student day)	11/7**
Thanksgiving	11/27-11/28
Winter Break	12/22-1/2
Martin Luther King/Professional Development (No students)	1/19
Secondary exam day (1/2 student day)	1/22***
End of Semester (1/2 day all students)	1/23****
February Break	2/19-2/20
Good Friday/Spring Break	4/3-4/10
Memorial Day	5/25
Last Day for students and teachers (1/2 day all students)	6/11*****

* August 27, 2014 teacher workday. Up to first 3 hours of contractual work day building/department meeting, remainder of day teacher workday at building.

** November 7, 2014 elementary end of first 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.

***January 22, 2015 secondary exam day. Half student day and half teacher workday where secondary teachers will perform their work at location of their choice after notifying their supervisor.

****January 23, 2015 half student day and half workday where all teachers will perform their work at the location of their choice after notifying their supervisor.

*****June 11, 2015 half student day and half teacher workday.

WATERFORD SCHOOL DISTRICT CALENDAR

2015-2016

Probationary Teachers Report	8/27-8/31
All Teachers Professional Development Day	9/1
Teacher Work Day	9/2*
Staff does not report	9/3-9/4
Labor Day	9/7
Students Report	9/8
Professional Development Day (No Students)	11/3
Elementary End of 1 st marking period (1/2 student day)	11/13**
Thanksgiving	11/26-11/27
Winter Break	12/21-1/1
Martin Luther King/Professional Development (No students)	1/18
Secondary exam day (1/2 student day)	1/28***
End of Semester (1/2 day all students)	1/29****
February Break	2/18-2/19
Good Friday/Easter Monday	3/25-3/28
Spring Break	4/4-4/8
Memorial Day	5/30
Last Day for students and teachers (1/2 day all students)	6/17*****

* September 2, 2015 teacher workday. Up to first 3 hours of contractual work day building/department meeting, remainder of day teacher workday at building.

** November 13, 2015 elementary end of first 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.

***January 28, 2016 secondary exam day. Half student day and half teacher workday where secondary teachers will perform their work at location of their choice after notifying their supervisor.

****January 29, 2016 half student day and half workday where all teachers will perform their work at the location of their choice after notifying their supervisor.

*****June 17, 2016 half student day and half teacher workday.

2013/2014 WEA SALARY SCHEDULE
SCHEDULE A

BA	2013-14		BA +20	2013-14	
<u>Step</u>	<u>Schedule</u>		<u>Step</u>	<u>Schedule</u>	
0	37,200		0	39,149	
1	37,944		1	39,932	
2	38,703		2	40,731	
3	39,492		3	41,562	
4	40,282		4	42,393	
5	41,089		5	43,241	
6	42,997		6	45,505	
7	45,148		7	47,891	
8	47,536		8	50,410	
9	49,928		9	52,917	
10	52,549		10	55,658	
11	55,421		11	58,529	
12	58,766		12	61,876	*
13	65,247		13	68,161	**

*Bonus 500

BA +40	2013-14		MA	2013-14	
<u>Step</u>	<u>Schedule</u>		<u>Step</u>	<u>Schedule</u>	
0	41,088		0	41,088	
1	41,910		1	41,910	
2	42,748		2	42,748	
3	43,621		3	43,621	
4	44,493		4	44,493	
5	45,383		5	45,383	
6	48,015		6	48,015	
7	50,634		7	50,634	
8	53,273		8	53,273	
9	55,902		9	55,902	
10	58,766		10	58,766	
11	61,635		11	61,635	
12	64,978		12	64,978	
13	68,800	*	13	68,800	*
14	75,302	**	14	75,302	**

*Bonus 750

*Bonus 750

2013/2014 WEA SALARY SCHEDULE
SCHEDULE A

MA + 15	2013-14		MA +30	2013-14	
<u>Step</u>	<u>Schedule</u>		<u>Step</u>	<u>Schedule</u>	
0	41,964		0	43,038	
1	42,803		1	43,899	
2	43,659		2	44,777	
3	44,550		3	45,690	
4	45,441		4	46,604	
5	46,350		5	47,536	
6	49,091		6	50,164	
7	51,838		7	53,027	
8	54,582		8	55,902	
9	57,332		9	58,766	
10	60,194		10	61,635	
11	63,304		11	64,978	
12	66,648		12	68,313	
13	70,471	*	13	72,145	*
14	76,827	**	14	78,351	**
*Bonus	1,000		*Bonus	1,250	

* Bonus

** Bonus only paid to those employees at top scale in 2011-12.

2013-14	0% increase, two unpaid work days off schedule (not reflected in the salary schedule noted above - see internal document), and Steps are frozen (no step movement from 2012-13).
2014-15	Wage reopener
2015-16	Wage reopener

2013 – 2014 RATES OF PAY SCHEDULE B – EXTRA PAY FOR EXTRA DUTIES

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 and Adult Education
Any class taught by a bargaining unit teacher under the Summer School programs, which, requires a certificated teacher, will be paid at the rate of:

1/1600 of the annual basic teacher's salary
Minimum \$23.25 per hour for 2013 - 2014; and maximum \$28.36 hr (MA step 5)

2. a. Summer Vacation and Saturday Study; 2013 – 2014 \$26.06

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 PomPon (1/2 per season)
HS Head Cheerleading (1/2 each Season)	HS Head Track	HS Gymnastics	HS Asst. Cross Country
HS Head Hockey	HS Head Wrestling	HS Cross Country	HS Head Bowling
	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/Cheerleading (1/2 Season)	
	HS Head Swimming & Diving	HS Asst. Lacrosse	
	MS Band Director	HS Asst. Swim/Diving	

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

2013 – 2014 RATES OF PAY
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 - \$23.03 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 Council - 2% his/her first year; 4% second year
- 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. Service Squad or Safety Patrol - 2% first year; 4% second year. If positions are filled they will be funded.

4. Extra curricular 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, 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.