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

2026 - 2028

Human Resources
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WATERFORD SCHOOL DISTRICT

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MASTER AGREEMENT

THE WATERFORD SCHOOL DISTRICT BOARD OF EDUCATION

and

THE WATERFORD EDUCATION ASSOCIATION

THIS AGREEMENT is entered into this fourth day in August 2026 by and between the Waterford Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "M.E.A.", and the National Education Association, hereinafter called the "N.E.A.", and the Board of Education of the Waterford School District, Oakland County, Michigan, hereinafter called the "Board."

WITNESSETH

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

MASTER AGREEMENT

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ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of Michigan, l965, 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 Board recognizes the bargaining representative of all full-time and part-time Michigan certified teaching personnel, as well as all career and technical education educators, school psychologists, school social workers, counselors, speech and language pathologists, occupational therapist, physical therapists, KMS nurse, interventionist, coordinators and consultants, but excluding the Superintendent, Assistant Superintendent(s), Business Manager, Directors, Principals, Assistant Principals, all other administrative or supervisory employees, and substitute teachers.

D. The term "teacher" refers to a bargaining unit member holding a valid Michigan teaching certificate and working in a position on a part-time or full-time basis for which the Michigan Department of Education requires a teaching certificate. The term "ancillary staff" refers to bargaining unit members employed in one of the following positions: Counselors, Speech and Language Pathologists, School Social Workers, School Psychologists, Occupational Therapists, Physical Therapists, and Registered Nurse.

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
BOARD RIGHTS AND RESPONSIBILITIES

A. The Board accepts 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.

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.

2. The Board will attempt to prevent children from involvement in Association/Board controversies.

3. 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.

4. 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.

5. The Board will give teachers those written policies, rules and regulation for which they are to be responsible.

6. The Board agrees to follow the school code in reference to the changing of a student's grade.

7. 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.

ARTICLE III
ASSOCIATION RIGHTS

A. Association Rights

1. 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.

2. 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.

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

4. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert pressure and or discriminate against a teacher in regard to such matters.

   a. Availability of Membership: The Association must permit teachers to join the Association.

   b. Equal Membership: The Association must allow membership on an equal basis; full participation must be on an equal basis.

5. The interpretation, application, administration and enforcement of this Section shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board, Federal Courts, Michigan Attorney General's Opinions, Michigan Tenure Commission Rulings, and to the extent that it does not conflict with any Federal or State Laws.

6. 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.

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. 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.

9. 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.

10. Political activities of any teacher seeking or holding office or campaigning for candidates shall be outside of school duty hours.

11. If the Association provides lunch for newly hired teachers at the district's new teacher orientation meeting, the Association shall be guaranteed a minimum of one (1) hour for Association Business and lunch.

B. President Release Time

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

2. The President of the Waterford Education Association shall be released up to half-time (50%) as mutually agreed upon between the Association and Board. An exception may be made to the amount of release time if agreed upon by the Association and Board.

   a. If the President is a secondary teacher, and there is a six (6)-class period student day, the 50% shall be equivalent to two (2) classes, and one (1) preparation period with the afternoon released.

   b. If the President is a secondary teacher, and there is a seven (7)-class period student day, the 50% shall be equivalent to two (2) classes, one (1) preparation period, and a thirty (30) minute duty with the afternoon released.

   c. If the President is an elementary teacher, they shall be released in the afternoon.

3. If the Association President is released, the Association will reimburse the Board $8,000 for the president release time.

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

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

C. Seniority

1. Seniority shall be on a district-wide basis, as established per this Agreement, in accordance with the employee's last date of hire into the bargaining unit. In the event of a leave of absence, or layoff, the bargaining unit member's seniority date shall be adjusted by the length of the leave.

2. In the event two (2) or more teachers have the same length of service in the bargaining unit.

   The additional determining factors will be in rank order:

a. Highest degree earned
b. Last four (4) digits of Social Security number (lowest)

ARTICLE IV
COMPENSATION AND FRINGE BENEFITS

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 workdays as agreed upon in Schedule C of this agreement. Deductions for days lost or for a partial year's services shall be prorated on a daily basis. In the event the district exceeds the forgiven time and needs to make up days to meet educational requirements as required by MCLA 338.1701 (3) and (4) of the State School Aid Act, as amended by P.A. 239 of 1984, these days shall not be further compensated.

3. Teachers will receive their annual salary paid over 26 pays. In the event there are 27 pays in the calendar year, teachers shall receive their annual salary paid over 27 biweekly Fridays. 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 and Association Dues (effective for the 2026-2027 school year).

   a. Authorization and Deduction Process

      i. Upon voluntary enrollment in the union, employees shall authorize payroll deduction for union dues in writing. The union shall provide the district with the required dues amount for each participating employee. The district will initiate deductions beginning with the next applicable payroll cycle and continue per the employee's authorization unless amended or revoked in writing.

      ii. Deductions shall be processed on a bi-weekly payroll schedule beginning in October and ending in May. The deductions will appear as a separate line item on employee paystub. Any modifications to deduction amounts must be formally submitted by the union and will be implemented within one payroll cycle following receipt.

   b. Prioritization of Mandatory Deductions and Garnishments

      i. Before processing voluntary deductions, the district shall deduct:

         a). Federal, State, and Local Taxes per IRS and Michigan tax regulations.

         b). Social Security & Medicare Contributions as required by law.

         c). Retirement Contributions and Healthcare Contributions as required.

d). Court-Ordered Garnishments (e.g., child support, levies, legal wage withholding).

ii. If an employee's net earnings after mandatory deductions are insufficient to cover the union dues, the voluntary deduction will not be processed for that pay period. The employee and union will receive notification of the missed deduction, and the union may arrange direct payment with the employee.

c. Reporting of Deductions to the Union

i. The district shall provide the union with a bi-weekly report detailing dues deductions collected for each participating employee. Reports shall include:

a). Employee name

b). Payroll period deduction amount

c). Total amount remitted to the union for all employee deductions

ii. The district shall transfer collected dues to the union via direct deposit to the union's designated account within five (5) business days following each payroll cycle.

d. Amendment and Compliance

This agreement shall be governed by applicable federal and state labor laws. Employees may modify or revoke payroll deduction authorization with formal notice, which must be submitted at least 30 days in advance for processing.

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, and MA+30 Schedules must be:

i. graduate semester hours or their quarterly equivalent;

ii. earned after the date the last degree was awarded;

iii. in the field of education or to add an additional endorsement to their teaching certificate, not in preparation for another occupation such as lawyer, doctor or dentist;

iv. 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;

v. As of February 1, 2021, no additional employees, shall be placed on the BA+40 lane.

7. Credit on the salary schedule may be given to teachers who enter Waterford Schools for previous teaching or appropriate military or work experiences, as judged by the Board. The District may consider awarding credit for ancillary staff clinical experience if applicable to a school setting.

8. Teachers shall be reimbursed for mileage authorized by their immediate supervisors in connection with the use of personal automobiles at the IRS non-taxable rate per mile. The Board

will carry Employers Non- ownership Liability Insurance.

9. Teachers may be employed for additional days at the discretion and approval of their Director.

10. Pay for extension of the work year will be based on the daily rate of the teacher.

11. A teacher who is laid off and who is paid unemployment benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position prior to November 1 of the next school year, shall have his/her teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she received in the summer.

12. Teachers who are involuntarily transferred to a new building or who are required to pack and unpack their classroom due to construction/renovation shall receive a stipend of three-hundred fifty dollars ($350.00) to cover their time of packing and unpacking their classroom. Teachers who are involuntarily transferred to a different classroom after the first teacher workday shall receive a stipend of three-hundred fifty dollars ($350.00) to cover their time of packing and unpacking their classroom. To receive the stipend this work must be completed outside of instructional time.

13. Special Education Stipends: Stipends for KMS, CI, EI, and ASD teachers will be discontinued at the end of the first semester in the 2025-2026 school year.

    a.) Both parties recognize the importance and the demands placed at Kingsley Montgomery School Staff. As such, teachers assigned to KMS shall receive a five thousand ($5,000.00) dollar annual stipend in addition to their per diem rate for their extended school year work. This percentage shall be based on the figure of the BA minimum for the current year. Payments for this stipend shall be paid twice a year upon completion of semester one and semester two. A teacher who leaves prior to the last day of any semester forfeits the stipend for that semester.

    b.) Those employees, both current and new, who hold endorsements and are teaching in CI, EI, and/or ASD classrooms within the early childhood, elementary, middle schools, high schools KMS, and Lifetracks shall receive a stipend of two thousand five hundred ($2,500.00) dollars per endorsement. Payments for this stipend shall be divided into equal installments paid throughout the twenty-two (22) pays between August and June. If a staff member leaves the district during the school year they will forfeit any remaining payments for the stipend. Stipends will be prorated based on FTE and start date.

B. Longevity

1. Payments will be based on the years of continuous service in the bargaining unit. A year of service shall be defined as follows: those individuals hired into the bargaining unit on or before January 15th shall be credited with a full year of service for purposes of determining longevity. Payments will be prorated by FTE. Longevity shall be paid yearly in two (2) equal installments in the second pay of December and second pay of June.

2. The longevity amounts are as follows:

i.	10 to 14 years	$600
ii.	15 to 19 years	$850
iii.	20 to 24 years	$1,100
iv.	25+ years	$2,250

3. In the event an employee terminates their employment with the district prior to the end of the school year, payments shall be made as follows:

   i. Should the employee's last day of work occur prior to the end of the first semester in any given year, the employee shall forfeit the longevity stipend;

   ii. Should the employee's last day of work occur at the end of the first semester or between the end of the first semester and the end of the school year in any given year, the employee shall be paid one-half (1/2) of the longevity stipend earned.

4. In accordance with the Office of Retirement Services and if allowed under Michigan Public School Employees Retirement System (MPSERS) rules, if the Board hires a previously retired teacher, the following provisions will apply:

   i. Placement on the salary schedule will be commensurate with their education level and experience

   ii. MPSER retirees shall not be eligible for medical, dental, vision, life insurance, cash in lieu, or disability insurance if they are eligible for these benefits through MPSERS.

   iii. MPSER retirees shall not be eligible for longevity benefits.

   iv. MPSER retirees shall be considered new hires into the bargaining unit for seniority purposes.

   v. MPSER retirees shall not be eligible for sabbatical or personal leaves.

C. Retirement

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

Notification to the Human Resource office must be made no later than sixty (60) calendar days prior to the employee's last day worked. The payments shall be received in the employee's last paycheck. In the event there are extenuating circumstances these shall be handled on a case-by-case basis.

D. 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. Board insurance will be provided to all eligible part-time teachers with premium costs prorated according to their part-time FTE.

   Board insurance will be provided to all eligible part-time teachers with premium costs prorated according to their part-time FTE. For medical plan coverage from January 1 – December 31, 2026, the district agrees to contribute up to the following amounts towards medical benefit plans:

i. $7,942.09 for single-person coverage*
ii. $16,609.38 for two-person coverage*
iii. $21,660.30 for full-family coverage*

*See Letter of Agreement on page 68

Medical plan coverage for 2027 and 2028 will reflect district contribution amounts as provided by the Michigan Department of Treasury.

Furthermore, the parties agree the district will be exercising its right to determine its status as an 80/20 or a hard cap limit District within the options permissible under the law as established by 2011 Public Act 152 as of January 1, 2014. The Board will determine the appropriate status as a single employee, married employee with spouse or one (1) non-spouse dependent, or an employee with family.

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

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

An election of two thousand five hundred dollars ($2,500) per year. Proof of other coverage is required to receive cash in lieu payments. District will pay the CIL over the terms of the contract in which they are employed – prorated amounts will be issued for hires and or terminations within the calendar.

2. It is expressly understood that "dual" coverage is not allowed for health insurance.

3. The Board shall provide all full-time teachers with a Dental Insurance program with the minimal coverage of: 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. 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 (l/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:

i. Criminal Conduct. You are not covered for a Disability caused or contributed to by your commission of or attempt to commit a felony. You are not covered for a Disability caused as a result of your engaging in an illegal occupation or willful criminal activity.

ii. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.

iii. Imprisonment. No LTD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.

iv. Intoxication. You are not covered for a Disability caused or contributed by your being intoxicated while operating a motor vehicle in violation of section 625 of the Michigan Vehicle Code.

7. All insurance benefits provided herein shall begin the first reporting day of employment after the employee has completed the necessary forms. Such insurance shall terminate when the teacher's employment is terminated or when the teacher is on a leave of absence without pay. However, should an employee go into an unpaid status due to an Earned Sick Time Act (ESTA)-qualified leave, all benefits shall continue for up to six (6) full months, during which time the employee shall prepay the employee premium share no later than the 25th of the month preceding the month of coverage. If an employee fails to make their premium share payment on time, the employer shall provide notice and allow thirty (30) days from the missed payment to make up all unpaid employee contributions before terminating coverage. These premium shares shall not exceed the employee contributions under PA 152, for continued health care coverage.

8. 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.

9. 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 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.

10. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.

E. 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 V
WORKING CONDITIONS

A. Teacher 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.

4. 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.

5. Each teacher shall prepare adequate written lesson plans according to building policy.

6. Teachers shall not use their institutional privileges for monetary gain.

B. Teachers will indicate to the Board electronically on the designated form if they do not intend to return for the coming school year. The Association will assist in the distribution and collection of the "Status Change"/Transfer form, distributed by the Board and returned to Human Resources by April 1st. The Association will attempt to guarantee that the information collected is reliable and can be used by the Board with complete confidence.

C. When the Board of Education closes school to all students due to inclement weather or other conditions, teachers will not be required to report to work. Other conditions include, but are not limited to: loss of power, heat, water, or safety issues.

D. Student teachers shall be assigned to experienced teachers only and may, on special occasions, be used as substitutes in the mentor teachers' classrooms, if the mentor 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.

E. Records Days/Parent-Teacher Conferences

1. Secondary teachers, including middle schools, shall have three (3) student half (1/2) days of instruction at the end of each semester for the grading of exams and records keeping. After student dismissal, half (1/2) days shall have mandatory reporting on-site unless specifically identified in Appendix C.

2. Elementary teachers at the end of the marking periods shall have a half (1/2) day of instruction and half (1/2) for records keeping. After student dismissal, half (1/2) day shall have mandatory reporting on-site unless specifically identified in Appendix C.

3. WEA staff shall be required to provide six (6) hours of parent teacher conferences in the fall and

three (3) hours of parent teacher conferences in the spring that falls outside of their contractual time to be eligible for the compensation days in November and May.

F. Class Size

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

PRE-PRIMARY:	
Junior Kindergarten	22 Pupils
ELEMENTARY:	
Kindergarten	26 Pupils
First and Second Grades	26 Pupils
Third through Fifth Grades	28 Pupils

ELEMENTARY SPLITS:
When practical, the District shall not have splits in Kindergarten through Fifth grades. Should a split become necessary, class sizes shall amend to the following: The class size shall be limited to two (2) less students than the youngest grade level.

MIDDLE SCHOOL/HIGH SCHOOL:

English, Technology Education, Art, Speech		28 Pupils
Social Studies, Mathematics, Languages		30 Pupils
Block, Academic Business		30 Pupils
Science		30 Pupils
Life Skills		30 Pupils
Physical Education		50 Pupils
Special Education		Class in accordance with the State of Michigan revised administrative rules for Special Education
Computer Based CTE and CAD		35 Pupils
Vocational Shops		25 Pupils
Music		45 Pupils
Counselors:	Ratios: Grades 6-8:	425 to 1
	Grades 9-12:	325 to 1
Reading Lab		20 Pupils
Math Lab		20 Pupils
Middle School Enrichment		26 Pupils
Middle School Pirate/Mariner Hour		25 per employee

2. It is agreed by the parties that the above class numbers shall not be applicable to those instances involving certain innovative and/or experimental programs or large group instruction. Such class numbers will not apply for other special grouping arrangements which may be agreed to by the staff and principal.

3. Split Classes:

a. If split classes at the K-5 level become necessary, teachers will receive a One-Thousand Two Hundred Dollars ($1,200.00) stipend for the split classroom for the year. This is for instruction in language arts, math, science, and social studies. If a teacher sends one of the grade levels to another teacher for one of the core content areas, both the teachers involved shall fill out the required form (Appendix D). The receiving teacher will receive one-fourth (1/4) of the stipend and the sending teacher's stipend will be reduced accordingly.

b. If split classes at the secondary level become necessary, teachers will receive Three Hundred Fifty Dollars ($350.00) per class period per semester. A split class shall be defined as two or more curricula being taught in the same period. (i.e. French 3 and 4 taught in the same period).

c. Half of each stipend will be paid upon the completion of each semester for K-5 teachers. Secondary teachers will receive their full stipend upon the completion of each semester. Teachers must submit the required form to his/her principal for approval to qualify for payment.

4. Secondary Co-taught: Administration will strive to have no more than fifty percent (50%) of students with IEPs.

5. Counselors shall work in the summer on designated days and will be compensated at their per diem rate for the completed school year. High School Counselors will work three (3) days in June immediately following the last day and five (5) days in August surrounding registration. Middle School Counselors will work five (5) days in August surrounding registration.

6. Pirate/Mariner Hour: Effective the 2026-2027 school year, **A**ll WEA staff assigned to the building shall be utilized during this time as the teacher of record or co-teacher. Staff shall only be assigned the students assigned to their current team.

G. Class Size Overage Payments:

1. In the event the desirable class size numbers in F.1. above are exceeded, the following shall occur:

a. Building Administration must, to the extent possible, equalize the class size in the same grade or same class within each school.

b. The Assistant Superintendent PreK-5 or Assistant Superintendent 6 - Postsecondary will notify both the teacher involved and the President, in writing, that no other options exist to lower the class size of all classes over the desirable number no later than thirty (30) days into the semester.

2. It is agreed by the parties that temporary overages may occur. However, in the event class size exceeds the class size numbers, as listed in A.1. above, after five (5) consecutive days of the overage, the following payments shall occur:

a. Grades K-5 Classroom teacher's overage payments: three hundred and fifty dollars ($350.00) per student per semester to the teacher of record the student is assigned to. Every effort shall be made that no class shall exceed four (4) students over the class size limit.

b. Grades K-5 encore teacher's overage payments: ten dollars ($10.00) per student per semester to the teacher of record the student is assigned to. This shall include all

mainstreamed Special Educations students. Every effort shall be made that no class shall exceed four (4) students over the class size limit.

c. Grades 6-12 Overage payments: Fifty dollars ($50.00) per student per class period per semester to the teacher of record the student is assigned to. Every effort shall be made that no class period shall exceed four (4) students over the class size limit.

d. If a student with a CI or ASD designation is placed in a general education classroom for more than 50% of the instructional day, the affected teacher shall record the time the student is in the general education classroom to submit a documented attendance log to the building administrator. When a pattern of overage is established by Count Day, the general education classroom teacher will be eligible for the class overage payment

H. In the event an overage of more than four (4) students becomes necessary, the Board shall provide a stipend equal to two times the amount indicated in sections a.- d. above for students, five (5) and above. In the event a class exceeds five (5) or more students the district shall meet with both the teacher and the Association.

I. Stipends shall be paid at the end of each semester and shall be based on Count Days in both Fall and Spring. Teachers will be held harmless for numbers that decrease after Count Day but will receive additional compensation for number that increase by semester.

J. Every effort shall be made to limit the amount of interschool travel. Teachers traveling between buildings will be contained to a minimum. Travel time shall not be considered preparation time. In the event a teacher needs to travel, the following considerations shall be made:

1. Teachers who are assigned to more than one (1) building on a daily basis, shall not be required to use planning time nor their duty-free lunch period to travel between building assignments. Teachers will be provided a minimum of fifteen (15) minutes to travel between building assignments.

   Example: Teacher travels between building A and B, the teacher receives fifteen (15) minutes for travel time. If the teacher then travels from building B to C, on the same day, the teacher will receive two (2) - fifteen (15) minutes periods for travel.

2. All teachers who are assigned to more than one (1) building, shall submit mileage reimbursement forms on a monthly basis.

3. The school day for teachers assigned to two or more buildings shall be determined by the building at which the teacher's day begins. If the teacher's day begins in an elementary assignment, the day will conclude on the elementary schedule, at middle school on the middle school schedule, and at the high school on the high school schedule. Schedules may be extended beyond the provisions set forth by mutual agreement of the teacher and administration. Teachers agreeing to extended schedules shall receive their per diem salary prorated for the time beyond their regular scheduled day.

K. Teaching Hours:

l. 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. In a six (6) period day, Secondary teachers shall not teach more than five (5) periods per day, unless the teacher agrees to an FTE overage. In a seven (7) period day, Secondary teachers shall not teach more than six (6) periods per day, unless the teacher agrees to an FTE overage.

2. Lunch:

a. 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, on a rotating basis, unless by mutual consent. A bargaining unit employee who is required to forego a duty-free lunch period at the request of the building Principal shall receive compensation of thirty-five dollars ($35.00) per missed lunch period.

b. Secondary teachers will be provided with a duty-free lunch period that will be no less than the time provided students. A bargaining unit employee who is required to forego a duty-free lunch period as a result of a meeting, required student responsibilities, or other obligation scheduled by the administration shall receive compensation of thirty-five dollars ($35.00) per missed lunch period.

c. Teachers assigned to K.M.S. shall be provided with one (1) thirty (30) minute duty-free lunch. A bargaining unit employee who is required to forego a duty-free lunch period at the request of the building Principal shall receive compensation of thirty-five dollars ($35.00) per missed lunch period.

3. Preparation Periods

a. Secondary classroom teachers will be scheduled a minimum of one (1) period per day per day for preparation and conference time on regular school days. When a special schedule is in place for standardized testing and mid-term/final exam days, teachers will have one (1) conference hour over the duration of the special schedule. This time shall be equivalent to a class period.

b. Preparation time for Elementary teachers shall occur when their classes are receiving instruction from Encore Staff [a minimum of two hundred (200) minutes per week]. The Board will hire substitutes, if available, whenever the Encore teacher is absent. Building principals shall strive to equally distribute Encore classes for staff throughout the week and every effort will be made to build schedules that provide daily preparation time.

c. Elementary teachers of music, art, physical education, world language, reading interventionists, and student support services staff, shall be provided with relief and preparation time as other elementary teachers in the district. Encore teachers who have preparation time in excess of other elementary teachers may be scheduled to provide classroom coverage for student assessment or other building needs.

d. 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.

e. Teachers assigned to Stepanski shall not have an assigned daily preparation time if there are no classes scheduled for Fridays. The preparation time for these teachers shall occur on Fridays when students are not in session.

f. It is recognized that Counselors, School Social Workers, School Psychologists, Teaching Consultants, Coordinators, Speech-Language Pathologists, Interventionists, Occupational Therapists, Physical Therapists, and Nurses may not have a regularly scheduled preparation

period. Each shall be guaranteed the same amount of preparation time as their grade-level counterparts. Bargaining unit employees who travel between buildings shall not be required to count travel time as planning time. No ancillary staff shall be required act as a substitute for classroom coverage for more than one (1) class period per day unless agreed upon by the employee.

g. Bargaining unit employees who travel between buildings shall not be required to count travel time as planning time.

H. In the event a teacher has to "double up" their class due to a substitute shortage shall be paid an additional two-hundred forty-five dollars ($245.00) for the entire day. If more than one teacher is assigned these students, the substitute rate shall be divided between the teachers.

I. To receive compensation for missed preparation time, working on a duty-free lunch, "doubled up" classes, or any other qualifying extra payment, bargaining unit employees must submit their time sheets to the building office managers no later than thirty (30) days after the work is performed. After thirty (30) days, payment shall be forfeited, unless there is an unforeseen circumstance.

J. 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. A rotation list per class period will be devised by the building and maintained by the office manager to ensure all teachers participate in resolving emergency substitute needs. This list may be viewed by the Association upon request.

K. The Board and the Association recognize a teacher's duties as professional duties, which cannot be confined to a fixed number of hours per day or week. The teachers' responsibilities to their students and their profession entail the performance of duties and the expenditure of a reasonable amount of time beyond regular classroom duty hours.

The Board and the Association recognize the importance of school functions outside working hours and teachers are encouraged to participate in such activities. A total of four (4) administrator-designated activities may be required of each teacher in the Waterford School District. Teachers shall be advised of all evening and weekend activities requiring attendance and provided an opportunity to sign up no later than September 30 of each year.

L. 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.

M. Elementary classroom teachers may take thirty (30) minutes of supervised, non-instructional time per day for recess, snacks, or brain breaks. This time must be mutually agreed upon with the building administration.

N. Core Secondary teachers who are assigned more than three (3) curricular preps per semester, shall receive a payment of three hundred fifty dollars ($350.00) per prep over three (3) preps per semester.

O. Core and World Language Secondary teachers shall not be assigned to deliver more than a single curriculum in a given class period, unless mutually agreed upon. A curricular prep shall be defined as a different curriculum with different assessments.

P. Teachers shall reserve Thursday afternoons for faculty or committee meetings. Part-time employees shall attend all staff meetings, professional development, and evening requirements.

a. Staff meetings: The Board shall have a maximum of one (1) staff meeting a month which may be up to sixty (60) minutes. This meeting shall occur on the second (2nd) Thursday of the month, during PLC meetings. There shall be no more than eight (8) after-school staff meetings in a school year as determined in Appendix C. There shall be no staff meeting in December and June of each school year. In the event staff meetings are used for professional development, and the professional development is more than one (1) hour, these hours shall be SCECH eligible. Administration may call additional voluntary staff meetings in case of emergencies or extenuating circumstances.

b. Professional Learning Communities, or PLC: The Board shall guarantee sixty (60) minutes from the end of the teacher workday on early release) Thursdays, except for staff meeting Thursdays, for the purpose of PLC's. This time shall be used for professional learning, student achievement monitoring, data analysis and staff collaboration towards school improvement goals. This time shall not be used for personal grading or personal planning. Should early-release Thursdays be eliminated, this paragraph shall not be applicable.

c. In the event school is closed due to an "Act of God", meetings may be rescheduled, with a minimum of a forty-eight-hour (48) notice. Meetings shall be held only on a Thursday during the following PLC and notification will be communicated to the Association.

Q. 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.

R. 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.

S. 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 pro-rated spending conditions that apply to the utilization of those funds to ensure access throughout the school year. The amounts will be released no later than September 30th of each school year. It is understood that budgets are subject to change based on funding and pupil enrollment.

T. a) No bargaining unit employee shall be used as a substitute teacher except in cases of a failure of a substitute to arrive on schedule or the inability to secure a qualified substitute teacher. Teachers shall not be used for substitutes in positions outside of the bargaining unit. Bargaining unit employees who substitute shall be paid at the rate outlined for an emergency substitute in Schedule B. If a WEA staff member volunteers to substitute for more than one class period, they will be compensated accordingly. Unfilled substitute positions will be filled in the following order:

1. Teaching staff volunteering to fill in lieu of their preparation period.
2. Non-Classroom, qualified staff volunteering to substitute.
3. Staff covered by this contract who have not volunteered to substitute on a rotating basis.

Documentation of rotation shall be kept by building and accessible to the Association and available upon request.

b) If an IEP or SAT meeting needs to be held during a teacher's planning or lunch period, he/she will be compensated at the rate of Thirty-five Dollars ($35.00) per period (prorate if needed by ½ or full period). If an IEP needs to be held before or after the workday all teachers involved shall be compensated at the rate of Thirty-five Dollars ($35.00) per hour.

U. As a general practice, when a general education classroom includes a Special Education student whose disability/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.

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

W. In the event the secondary semester/final exams need to be rescheduled, due to school closing, Administration will meet with the Association to discuss an adjusted exam schedule.

L. Mentor Teachers

Participation as a mentor teacher shall be voluntary. Probationary teachers in their first, second, or third year of teaching shall not be used as a mentor. The mentor/mentee 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 will provide qualifying educators with a mentor teacher during the new educator's probationary period. Upon completion of the mentor/mentee log of yearly responsibilities, the mentor will receive a stipend paid in June according to Schedule B. The Board shall provide the WEA with a yearly list indicating the name of mentees and mentors. Probationary teachers shall not serve on more than one committee at a time unless they want to do so.

M. The School Calendar

The School Calendar shall be set forth in Appendix 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 VI
SPECIAL EDUCATION

A. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of students. Even the most severely impaired students should be given consideration for being included in their home building and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.

B. The District will make every attempt to provide appropriate special education support staff as outlined in the Michigan Administrative Rules for Special Education (MARSE).

C. The District will provide appropriate training at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the Individual Educational Planning (IEP) and the teachers' pivotal role in the IEP process.

D. Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms in a manner that benefits all students.

E. In the event a teacher requires additional preparation time to complete required accommodation tracking

logs, the teacher may request extra time with their building administration.

F. Stepanski

1. All staff assigned to Stepanski shall sign into the building, as required by law.

2. Bargaining unit employees shall be provided with the required amount of professional development by the District each year regardless of the staff not having early release/PLC time as do their counterparts.

3. Staff receive their contractual preparation time and shall not be required to act as a substitute for another absent teacher for more than one (1) hour per student day.

G. KMS

1. Employees assigned to KMS in the SXI/SCI program shall have an extended year. Bargaining unit employees in the SXI/SCI program shall be paid their per diem rate for each day above the calendar as provided in Appendix C. If the SXI/SCI summer program is reduced in days from the previous year, the Association shall be notified.

2. Employees assigned to the SXI/SCI program shall be able to use their accumulated sick leave/personal leave banks during the extended year program.

H. Special Education Stipends

1. Both parties recognize the importance and the demands placed on the diminished pool of certified personnel qualified for the positions at Kingsley Montgomery School. As such, teachers assigned to KMS shall receive a five thousand ($5,000.00) dollar annual stipend in addition to their per diem rate for their extended school year work. Payments for this stipend shall be divided into equal installments paid throughout the twenty-two (22) pays between September and June. If a staff member leaves the district during the school year, they will forfeit any remaining payments for the stipend. Stipends will be prorated based on FTE and start date.

2. Employees teaching in ECSE, CI, EI, and/or ASD classrooms within the early child hood, elementary, middle schools, high schools, and Lifetracks shall receive a stipend of two thousand two hundred and twenty-five dollars ($2,250.00). Payments for this stipend shall be divided into equal installments paid throughout the twenty-two (22) pays between September and June. If a staff member leaves the district during the school year, they will forfeit any remaining payments for the stipend. Stipends will be prorated based on FTE and start date.

ARTICLE VII
NEW POSITIONS AND VACANCIES

A. Whenever a vacant or new position is determined by the Board, the position shall be published and announced via email.

B. A copy of the postings shall be sent to the Association.

C. A list of teaching vacancies in the district will be available on the district website.

D. Administrative vacancies will be available via the district website, except for those filled by involuntary

transfers.

E. In filling posted 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 based on effectiveness, certification/qualifications, length of service, recency in grade level or content, relevant special training other than mandatory professional development prior to candidates from outside the system.

F. Vacancies shall be filled by recalling a bargaining unit employee placed on layoff status according to the process outlined in Article XXI.

ARTICLE VIII
PLACEMENTS AND ASSIGNMENTS

The statements in this Section apply to the teachers' regular positions as covered by their probationary or tenure contracts, unless specifically stated otherwise.

A. Any Waterford administrator who has earned Tenure as a Waterford Teacher and who is 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.

B. The criteria for filling positions will be evaluation composite score, certification/qualification, length of service in grade level or content, and seniority. The parties recognize, however, that after careful review of applicants, the filling of all vacancies is a prerogative of the Board, and the decision of the Board with respect to such matters will be final.

When two employees have the same evaluation rating (E, D, NS) employees within +/- 0.2 on their composite score will be viewed equally in the criteria for filling the position.

> Example: Two employees are in the effective evaluation rating. Employee #1 has a composite score of 2.91 and Employee # 2 has a composite score of 3.11. These employees will be viewed equally in the criteria for filling the position in the evaluation composite score ranking.

C. Bargaining unit employees shall only be assigned in areas in which they are appropriately certified or licensed. However, temporary and emergency permits obtained by Human Resources may be required to place a teacher in a class outside their certification as needed. In the event a temporary, emergency permit is obtained by Human Resources, the Association shall be notified.

D. Non-building-based instructional and ancillary special education staff are considered district-wide and will be assigned according to FTE (full time equivalency) needs throughout the district. Changes in assignments will be made to minimize the number of buildings and equalize caseloads.

E. When filling a classroom vacancy prior to the start of the school year, voluntary transfers of bargaining unit employees shall be considered prior to external applicants for certified, qualified, or licensed positions.

F. Whenever possible, bargaining unit employees will be retained in their current assignment.

G. Returning teachers will be informed, in writing, of the coming school year's assignment by June 30 of the upcoming school year. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. For other bargaining unit employees, such notice shall include work locations and/or work schedule.

H. If changes are necessitated beyond July 1, up to a week before the new school year, the District will notify the teacher by email, phone and/or 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 (l0) calendar days from the date of the notice.

I. Bargaining unit employee employment shall terminate if the holder's certification and/or licensure is suspended or revoked by proper legal authority. Should an employee's certification/licensure expire and not be renewed, the employee shall be moved to a substitute status without protections of this agreement.

J. All teachers will have the opportunity to discuss with the principal the following school year's teacher assignment.

K. The Association President and MEA Executive Director will have access to all building master schedules by the third week of the current school year.

L. 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.

M. Any bargaining unit employee returning from an approved leave after having fulfilled the requirements as expressed herein, shall be assigned to the first available position for which he/she is qualified based on State licensure, authorization, or certification requirements.

ARTICLE IX
TRANSFERS

The statements in this Section apply to the teacher's regular position as covered by his/her probationary or tenure contract.

A. A "transfer" shall be defined as either a voluntary or involuntary change in:

1. A bargaining unit employee's position to another position or assignment within the bargaining unit,
2. A building assignment,

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. 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 determine availability and suitability. Those teachers who make a formal request to HR will be notified in writing of the decision, and if denied, the reasons for the denial. If an opening occurs during the summer months for which a teacher has requested transfer, the Board may consider the request when filling the position.

C. Voluntary transfers shall be granted to certified, qualified, or licensed bargaining unit employees prior to considering external applicants.

D. In filling transfers, the Board shall strive to transfer the employee most suitable for the position. The criteria for filling transfers will be evaluation composite score rating, certification/qualification, length of service in grade level or content, and seniority. The parties recognize, however, that after careful review of applicants, the filling of all transfers is a prerogative of the Board, and the decision of the Board with respect to such matters will be final.

When two employees have the same evaluation rating (E, D, NS) employees within +/- 0.2 on their composite score will be viewed equally in the criteria for filling the position.

E. If an involuntary transfer is necessary for a reason other than reductions in students or in allocated funds, the change of assignment shall be for the ensuing year and the teacher shall be informed, preferably in person. The teacher and the Association shall be informed of the reasons for such change. If requested, an opportunity will be provided to meet with the appropriate administrator in Human Resources/designee to review the reasons. The transfer shall not be used as a method of discipline. In the event of an involuntary transfer, the teacher will be notified at least five (5) working days prior to the effective date of the transfer. At the request of the teacher, a conference with the teacher, the appropriate administrator in Human Resources/designee, and an Association Representative will be held to explain the reason for the transfer

F. In the event there are non-laid-off teachers, who must be involuntarily transferred due to consolidation, redistricting or building closures, the following language will apply:

1. Affected teachers will be provided an opportunity to request a preferred teaching assignment and, if more than one building is available, a preferred building.
2. Certification endorsements will be considered first when staffing district positions.
3. The parties recognize that after careful review, the filling of all transfers is the prerogative of the Board, and the decision of the Board with respect to such matters will be final.

G. If an involuntary transfer is necessary for a reason other than reductions in enrollment or funding, the teacher and the Association shall be informed of the reasons for such change. The transfer shall not be used as a method of discipline

H. A teacher who is to be involuntarily 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 via email, phone and/or U.S. Mail. Mail shall be sent by registered or certified mail. If the transfer is unacceptable to the teacher, the teacher may resign without prejudice, by giving written notification to the Board.

ARTICLE X
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 XI
IN-SERVICE, PROFESSIONAL DEVELOPMENT, AND PARENT CONFERENCES

A. In-Service

1. 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.

2. After hours courses, conferences and workshops will be offered on a voluntary basis.

3. The Board shall continue to extend the opportunity to teachers for attendance at instruction-related in-services, conventions, and visits to other schools, which are authorized and approved by the Board.

4. When practical and pertinent the District shall inform teachers of in-services and meetings via email.

5. 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.

6. The Board will pay the approved costs for in-service training, for contract personnel, taken with the advance approval of the appropriate supervisor.

7. It is expressly understood that the above limits may be exceeded if approved by the appropriate director.

B. 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.

3. The administration and Association may convene an advisory committee comprised of a representative from each of the following levels: elementary, middle school, high school and special education to meet, as needed, with Staff Development personnel and Board selected administrators to discuss the Staff Development activities.

C. Parent Teacher Conferences

1. 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.

2. Elementary: Fall Parent Conferences shall be held on two (2) evenings and one (1) half (1/2) day, not to exceed a total of nine (9) hours combined. Spring Parent Conferences shall be held on one (1) evening not to exceed three (3) hours. Spring conferences shall be reserved for "high

needs", and all teachers must be present.

Secondary: Fall Parent Conferences shall be held on two (2) evenings, not to exceed a total of six (6) hours combined. Spring Parent Conferences shall be held on one (1) evening not to exceed three (3) hours.

3. Compensation for all teachers shall be the evening conferences shall be the Wednesday before Thanksgiving and one (1) half (1/2) day on Friday before Memorial Day.

D. 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 XII
EVALUATION*

*Language in red font is required by law

A. Evaluations: Beginning with the 2024-2025 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system then includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiply rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. The use of student growth and assessment data or student learning objective metrics as twenty percent (20%) of the year-end evaluation determination. The student growth shall be determined using the percentage of students meeting the growth projections between fall and winter NWEA testing sessions. NWEA shall be used as following:

    a. Elementary, Middle and High School including Durant
        i. All teachers including Special Education, Ancillary Staff, and Counselors: Whole school data 10% math/10% reading

    b. Kingsley Montgomery/Life Tracks
        i. Day Treatment: Growth as determined on IEP
        ii. SXI/SCI: Growth as determined on IEP
        ~~iii.~~ Ancillary staff Growth as determined on IEP

    c. Children's Village
        i. All Staff: Growth as determined on Entrance and Exit Exams

    d. Stepanski
        i. ECSE - Growth as determined on IEP
        ii. Ancillary staff: Growth as determined on IEP

6. A negotiated year-end evaluation form that utilizes other objective criteria for eighty percent (80%) of the year-end evaluation determination.

B. Process:

The negotiated Performance Evaluation system, The Danielson Model, shall be available on the District website and all forms shall be included in an Appendix E of the Collective Bargaining Agreement.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.

   b. Bargaining unit employees shall not evaluate other bargaining unit employees.

   c. Observations conducted by other bargaining unit employees shall not include any type of written feedback used for evaluation purposes.

   d. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator by the end of business the day before the classroom observation. For the unannounced observation or if the administrator cancels an announced observation, the lesson plan shall be available forty-eight (48) hours post observation.

      i. In the event a classroom observation is cancelled, the teacher shall provide a new lesson at the end of the business day before the re-scheduled classroom observation.

      ii. In the event the re-scheduled observation is cancelled again, the teacher shall contact the appropriate Assistant Superintendent for Teaching and Learning Services and report the cancelled observations.

   e. The observation must include a review of pupil engagement in the lesson that is observed.

   f. In order to assure 1.d and 1.e above, observations shall be no less than fifteen (15) minutes and not to exceed the class period/subject lesson.

   g. For tenured staff, there shall be notice of the first observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.d and 1.e before the observation occurs.

   h. For non-tenured staff, the evaluator shall meet with the employee before the first evaluation observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the employee may have. This conference will not be used for employee self-evaluation or evaluation of other employees.

   i. Feedback on both 1.d and 1.e will be included in the discussion during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the observation on the Post-observation feedback form.

j. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least 60 days apart, if possible. One evaluation shall occur in each semester of each school year, if possible.

k. A mid-year progress report (performance update)?) shall be provided to any non-tenured teacher or any tenured teacher who has been placed on an IDP. In addition, if administration has concern that a tenure teacher may receive an overall rating of "needing support", the teacher shall be placed on an IDP and shall also receive a mid-year progress report.

2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
The year-end evaluation determination and form shall be released to the teacher no later than May 15th of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. A Teacher who meets one (1) or more of the following requirements:

   a. Works less than 60 days in any school year;

   b. Who has their evaluation results vacated through the grievance procedure; or

   c. Who is otherwise not evaluated due to extenuating circumstances, which the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association.

   shall not be provided an evaluation rating for that year. Said teachers shall receive the same rating they received in the prior year for the current year if the evaluation was conducted by the district. If the prior year evaluation was not conducted by the district, a "developing" rating shall be assigned.

4. Once a staggered schedule, agreed upon by the District and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. In the event there is evidence a teacher has performance concerns once the staggered schedule has been created, both the teacher and Association shall be notified the teacher will be added to the current evaluation rotation.

5. Administration may still perform walk-through observations of any teacher in non-evaluation years.

6. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

   a. Specifically identified areas that need improvement;

   b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher. Specific performance goals shall be stated in behavioral terms, measurable and observable;

   c. Training, including but not limited to coaching, Professional Development, materials, resources, and/or other support shall be provided by the district to assist the teacher in meeting the goals of the IDP;

d. A mid-year progress report, supported with at least one (1) classroom observation conducted consistent with Section B.1 above that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP. If a teacher is hired by the first Count Day, the mid-year progress report shall be completed no later than February 10. If a teacher is hired after the first Count Day, the due date for the mid-year progress report will be adjusted based on the hire date. If necessary, additional observations may be held;

e. A Mentor teacher.

7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Objective Criteria Weighting/Final Evaluation Results:

1. The objective criteria for the Danielson Model will be weighted as follows:
   i. Planning and Preparation 20%
   ii. Learning Environments 25%
   iii. Learning Experiences 25%
   iv. Principled Teaching 10%
   v. Student Growth 20%
2. The final evaluation ratings shall fall into the following scoring brackets:
   i. Effective Rating 2.91 – 4.0
   ii. Developing Rating: 1.81 – 2.90
   iii. Needing Support: 0.0 - 1.80

D. Rights of Tenured Teachers:

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

   a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

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

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

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

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 12 of the WEA Master Agreement.

E. Probationary Employee Non-Renewal

If a probationary employee is not continued in employment, the employee shall receive notice containing the reasons for their non-renewal. Notice shall be given no later than June 15th of the non-renewal year.

F. Training on evaluation systems, tools, and reporting forms

1. Every year, the district shall provide to probationary teachers initial training on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process. Tenured teachers who are on-cycle for evaluation shall receive a refresher training on the evaluation process at the start of their evaluation year.

2. Each administrator who is assigned to evaluate teachers shall have a "rater reliability" training every three (3) years. That minimally includes all of the following:

   a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix E of the WEA Master Agreement.

   b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

   c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

   d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

   e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE XIII
PROTECTION AND DISCIPLINE

A. Discipline

1. District personnel are required to meet the highest standards of personal integrity, professionalism and performance. District employees whose conduct or performance is inconsistent with District expectations or whose performance falls short of District expectations are subject to disciplinary action.

2. This discipline and discharge policy includes, but is not limited to, District employees whose employment is regulated by the Teachers' Tenure Act (TTA), MCL 38.71 et seq., except that this policy does not apply

to a decision to discharge or not to renew the employment of a probationary teacher. A probationary teacher is considered an at-will employee and his/her employment may be terminated at any time and for any reason that is not in violation of state or federal law.

3. Any incident, complaint, or charge that may form the basis for an investigation for a potential disciplinary action will be provided to the bargaining unit member by oral or written notification. The Board will provide timely notice to the member involved and the Association President prior to the initiation of that member's investigative meeting, unless an emergency is identified. The District shall conduct a fair and impartial investigation into the alleged misconduct including gathering relevant evidence and interviewing witnesses.

B. Progressive Discipline

1. If, following an investigation, the District determines that disciplinary action is warranted, a policy of progressive discipline will be followed. The progressive discipline policy shall include:

    a. Summary of Conversation then
    b. Written warning,
    c. Written reprimand,
    d. One-, two-, or three-day suspension without pay,
    e. Discharge

    It is understood that this policy does not take away the rights provided under the Tenure Law for a Tenured Teacher.

2. The parties recognize that the severity of an offense may precipitate the acceleration of the above progression of discipline. The district reserves the right to apply disciplinary action it deems appropriate to the specific set of circumstances or facts.

3. No suspension shall adversely affect any other rights or benefits under this Agreement.

4. Any disciplinary action taken will not be included in the teacher's year-end evaluation if not related to an evaluation component.

C. Association Representation

1. A bargaining unit member will be entitled to have a representative of the Association present when he/she is being formally reprimanded or disciplined by any member of the Administration for any infraction of the employee code of conduct, board policy, or delinquency in professional performance. Should disciplinary action likely occur at a given meeting, the employee will be advised immediately of said possibility and be advised of the right to be represented under this provision and permitted to meet privately with the bargaining unit employee in advance of such a required meeting.

2. The Association Representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting.

3. The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

4. If a bargaining unit employee is offered representation and they decline, they must put their refusal in writing to the Association.

D. Complaints and Notifications

1. No material, including but not limited to, student, parent, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material.

2. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated.

3. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

4. Whenever the result of a disciplinary action is reduced to writing by the District, the findings and decisions of the District will be presented to the member for their signature confirming awareness, not agreement, of the disciplinary action. The document will be filed in the teacher's personnel file and a copy thereof given to the bargaining unit member. The member will have the right to reply to any such communication and the reply made a part of his/her personnel file.

E. Miscellaneous Protections

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

2. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor.

3. The District shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, State or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

4. In the event a teacher is assaulted and as a result is injured by a student, and time away from work is medically necessary, up to the first three (3) days out shall not come from the teacher's personal leave bank.

5. Any case of alleged assault and/or battery upon a bargaining unit employee, which had its inception in a school-centered problem, shall be promptly reported to the building administrator, Board or its designated representative, and the Association President.

6. If the administration determines that alleged assault and/or battery occurred, and after consulting with the bargaining unit member, they will follow the 7 Factors of Suspension and Expulsion guidance.

7. Whenever an employee is injured on District property, the district shall make a reasonable attempt to permanently preserve any and all video evidence of the incident(s).

8. Bargaining unit employees will follow and enforce building discipline procedures and the Student Code of Conduct for routine discipline problems.

9. Bargaining unit employees who sustain injury caused by a student, shall fill out injury/accident reports. Unless physically unable to do so, the form will be filed within 5 calendar days of the incident.

F. 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.

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

H. 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.

I. 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.

J. Any case of assault upon a teacher in the performance of his/her duties shall be promptly reported to the Board or its designated representative. A determination of the severity of the case will be made by the Board and teacher jointly, and appropriate action may be taken.

K. 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.

L. 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.

M. 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.

N. Personnel File

1. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining

unit employee's file shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

2. Whenever any infraction of discipline is reduced to writing by the administrator, the findings and decisions of the administrator will be filed in the teacher's personnel file and a copy thereof given to the teacher. The teacher will have the right to reply in writing and the reply will be included in their personnel file. Any disciplinary action taken will not be included in the teacher's year-end evaluation if not related to an evaluation component. Documentation of disciplinary action taken by the district against a teacher shall not be attached to the teacher's year-end evaluation.

ARTICLE XIV
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 l 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. Informal Level

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.

2. Level One

If the grievance is not resolved, the matter shall be reduced to writing, by the grievant and submitted to the same principal/supervisor on the proper grievance form (Appendix H) within ten (10) school days from the time of the discussion between the grievant and his/her supervisor. Within ten (10) 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.

3. 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 ten (10) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association or its representative within ten (10) 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 Executive Director of Human Resources, within ten (10) school days after receipt of the grievance from the grievant. Copies shall also go to the designate the appropriate Director Executive Director of Human Resources, and the Principal/Supervisor.

Within ten (10) school days after the Executive Director of Human Resources, 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 designee (omitting Level One), he/she shall meet with the Association within ten (10) school days. The decision on the grievance shall be rendered in writing within ten (10) school days after such hearing; copies sent to the aggrieved, the Association, the Principal/Supervisor, the appropriate Director and the Superintendent.

4. Level Three

a. If the grievance is not settled at Level Two, the Association may, within ten (10) school days, after the receipt of the Board's decision at Level Two, 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. 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.

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.

a) 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.

b) 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.

c) 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).

d) 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 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 Three 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 or Three, 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 on 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 XV
LEAVES OF ABSENCE

A. Leaves of Absence with Pay for personal or family illness.

1. Sick Leave
   a. Sick leave can be used for personal illness, or the illness of a family or household member.

   b. Family members include spouse, children, parents, grandparents, siblings, and children for whom the employee stands in local parentis. The definition also includes domestic partners, and individuals closely associated with the employee, whose relationship is equivalent to a family relationship.

2. In compliance with the Earned Sick Time Act (ESTA), all covered employees shall be entitled to use earned sick leave for qualifying ESTA reasons. ESTA leave shall run concurrently with paid sick leave provided under this agreement and shall not be in addition to the paid leave already offered.

3. 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.

4. The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.

5. 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.

6. If abuse of the sick leave program continues, the principal may require the teacher to present a physician's statement for such absences. If abuse is suspected, the District also maintains the right to send an employee for an Independent Medical Exam (IME) by a Board-appointed physician. All associated costs of the IME shall be covered by the District.

7. An employee shall provide a physician's statement to their Supervisor or Human Resource department under the following instances:

    i. Use of a sick day on the first or last workday of a given school year;
    ii. Use of a sick day either immediately before or immediately after a district recess as delineated in negotiated calendar between the parties as contained in Schedule C;
    iii. Use of three (3) of more continuous sick days.

b. Unused leave days (sick and personal business) shall roll into the next year's sick bank.

c. The unused portion of earned sick time will accumulate to a maximum of one-hundred and twenty (120) days.

8. Each year, teachers shall receive eleven (11) sick leave days. For less than 1.0 positions, days shall be prorated according to the fraction of the position for which the person is employed.

9. Employees may donate days to a colleague from their accumulated bank for a critical personal illness of the employee or maternity leave. No employee may donate more than five (5) days in any school year. Once days are donated, they cannot be returned. The employee receiving donated days from their colleagues may not receive more than thirty (30) days total in any school year. (Form - See Appendix G)

10. In the event an employee is unable to work due to an injury caused by a student, and the district's designated employee injury clinic or emergency services recommends up to three (3) days of absence, the employee shall receive compensation for those days per incident without deduction from their personal sick leave. This provision applies to all WEA employees, including those serving in their probationary period.

B. Personal Days

All teachers shall be allowed up to three (3) personal days each school year. These days shall not be used to extend a school recess on the day before or after a designated recess as negotiated in Appendix/Schedule C nor shall these days be used on the first or last reporting day of the school year. Except in the case of an emergency, teachers must secure approval from his or her administrator at least two (2) business days prior to the day(s) being requested. Unused personal days shall roll-over into personal sick bank totals at the end of each school year. For less than 1.0 positions, personal days will be prorated according to the fraction of the position for which the person is employed.

C. Teachers' Personal Illness/Injury Leave:

1. Other Leaves of Absence with Pay.

The following verifiable leaves with pay shall be granted upon notification and completion of the proper forms (notification to the immediate supervisor.) In an emergency, verbal notification to the Board is

acceptable, but the form shall be completed upon the teacher's return.

a. As may be required for jury duty. The employee will be compensated the difference between his/her regular salary and his/her juror's pay. The teacher does not have to reimburse the Board for jury duty days that fall during Holidays and/or vacation periods. In the event the teacher is on jury duty during scheduled parent teacher conferences, a substitute can be hired so the teacher can hold those conferences, if the principal approves.

b. Time necessary to take the Selective Service physical examination.

c. In the case compensation is paid during an absence, the difference between the teacher's regular salary and such compensation will be paid.

d. A teacher shall be allowed up to three (3) school days in observation of religious holidays.

e. Short-term New Parent Leave: A birthing parent may use accumulated banked days, not to exceed forty (40) workdays for a Short-term New Parent Leave, as verified by a physician's statement. If a birthing parent request time off beyond their physician's release date, the employee shall move into an unpaid leave status, under the New Parent Leave. A non-birthing parent may use accumulated banked sick days, not to exceed thirty (30) workdays for a Short-term New Parent Leave. If a non-birthing parent requests time off beyond the thirty-first (31st) workday, then employee shall move into an unpaid status, under the New Parent Leave.

2. Bereavement

a. In the event of death of an immediate family member, the individual is allowed up to three (3) days with full pay, not to be charged against their annual personal days. Family members include spouse, domestic partner, children, parents, grandparents, siblings, grandchildren, in-laws, and children for whom the employee stands in local parentis. Up to an additional two (2) days, if requested, may be granted and deducted from their annual personal days if approved by the Superintendent or designee.

b. Death of Other Persons: In the event of the death of other persons, one (1) day per occurrence will be allowed and deducted from their personal days until days are exhausted and then come from the employees accumulated sick leave bank. If the employee does not have personal days remaining in their bank, the day shall be deducted from their sick bank or be unpaid.

c. When the funeral is three hundred and fifty (350) miles or more from Waterford, an extra day of traveling time will be allowed, upon request, and deducted from their annual personal days. If the employee does not have personal days remaining in their bank, the day shall be deducted from their sick bank or be unpaid.

d. To use bereavement, leave, employees must submit proof of their relationship to the deceased to Human Resources.

E. 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) workdays).

b) Activities of the Association.

c) Duty with the military reserves or National Guard when such obligations cannot be fulfilled on nonwork days.

d) Involuntary military leave, other than the draft, for the period of such involuntary service.

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 personal illness or 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;

i. 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.

ii. 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. New Parent Leave

a) A New Parent leave of absence without pay shall be granted for up to one year for the purpose of parental bonding time for either the birthing parent or the non-birthing parent. This time shall be consecutive. Non-birthing parent bonding time shall include time for: adoption, foster care, or surrogacy.

b) The application for such leave, for either the birthing or non-birthing parent, shall be received by the Executive Director of Human Resources no later than thirty (30) calendar days prior to the effective leave and shall include a statement of the exact date on which the teacher wishes to begin his/her leave of absence. A New Parent Leave may be renewed for one (1) additional year, upon approval of the Board.

c) Non-birthing Parent Leave shall begin any time during the first (1st) year of parenthood.

d) 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 thirty (30) calendar days prior to the date he/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 any teacher to employment until a position for which he/she is certified and qualified for is available.

e) If a teacher does not comply with the above conditions, the right to such leave and/or the right to return may be denied by the Board.

5. Sabbatical Leave

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 unpaid sabbatical leave for up to two years.

F. General Conditions for All Paid and Unpaid Leaves

1. 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.

2. Teachers on an approved leave of absence (paid or unpaid) of thirty (30) workdays or less shall be returned to their regular positions.

3. 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.

4. 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.

5. 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.

G. 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.

H. Sick Leave Donation Program - Employees may donate accumulated sick leave days to a colleague experiencing a critical personal illness or for maternity leave, subject to the following conditions:

1. Eligibility of Recipient: To receive donated days, an employee must be on an approved medical leave and have fully exhausted their own accumulated leave bank.

2. Definition of Critical Illness: For the purposes of this section, a "critical personal illness" is defined as a serious health condition, injury, or illness of the employee that requires inpatient care, continuing treatment by a healthcare provider, or an extended absence from work as certified by a licensed physician.

3. Utilization of Days: Donated days shall only be used during the duration of the employee's approved medical leave. Donated days may not be used, carried over, or banked once the employee has been cleared to return to work.

4. Donation Limits: No employee may donate more than five (5) days in any single school year. Once days are transferred, they are non-refundable and cannot be returned to the donor unless the recipient's need changes, and is able to return to work earlier than originally stated.

5. Receipt Limits: An eligible employee may not receive or utilize more than thirty (30) total donated days in any single school year. *(Form - See Appendix G)*

ARTICLE XVI
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 representative 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 XVII
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 XVIII
ADMINISTRATION-ASSOCIATION STUDY COMMITTEE

A. An Administration-Association Study Committee is hereby established for the purpose of reviewing matters affecting teaching personnel and for maintaining regular communication between the Association and the Administration.

B. The Committee shall be composed of up to six Association members appointed by, and including, the President and/or his/her designee; and up to six representatives of the Administration appointed by, and including, the Superintendent or his/her designee. Ad Hoc Sub-committees may be created and supervised by the Administration-Association Study Committee to consider specific problems. The initial meeting of the committee shall be called within fifteen (15) school days of whatever date one of the parties submits an agenda to the other party.

C. When the Administration-Association Study Committee reaches an agreement, the Committee will present its recommendation to the Board. The Board agrees to accept, reject or refer for further study the Administration-Association Study Committee's recommendations.

ARTICLE XIX
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 XX
MISCELLANEOUS PROVISIONS

A. This Agreement shall be made available by the Board and provided electronically on the District's Transparency page.

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.

D. 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.

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.

ARTICLE XXI
REDUCTION OF PERSONNEL AND RECALL

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. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.

   a. Certification – Shall be defined as holding the required certificates, endorsements, licenses and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit employee's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a bargaining unit employee on file with the District shall be considered conclusive for all purposes under this Agreement.

   b. Evaluation Composite Score– The District shall reduce staff starting with the teacher with the lowest effectiveness composite score and proceeding toward the teacher with the highest effectiveness composite score in the department, unless such reduction will result in a classroom not having a certified teacher. When two employees have the same evaluation rating (E, D, NS) employees within +/- 0.2 on their composite score will be viewed equally in the criteria for the reduction of the position.

c. Length of service in a grade level or content.

d. Seniority

2. The bargaining unit employee shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon.

3. The Board will give teachers to be laid off at least thirty (30) calendar days' notice before the effective date of layoff.

4. Bargaining unit employees, on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit employee may continue his/her insurance benefits in accordance with the Carrier's layoff/benefit continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

D. Recall

The Board will make all transfers necessary to prevent layoffs of bargaining unit employees. No external candidates shall be considered prior to an employee on layoff.

1. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be first to fill such positions. Notification shall be given to all laid off bargaining unit employees and recall shall occur in the following order:
   a. Bargaining unit members with the highest, most recent effective evaluation composite score shall be offered the position.

   b. Bargaining unit members with an evaluation rating of developing composite score will be offered the position.

   c. Bargaining unit members with an evaluation rating of needing support composite score will be offered the opportunity to interview for the vacancy for which they are qualified.

   When two employees have the same evaluation rating (E, D, NS) employees within +/- 0.2 on their composite score will be viewed equally in the criteria for recall.

2. When evaluation composite scores are the same, the bargaining unit member with greatest length of service in the grade level or content area shall be recalled. Where the length of service is the same, the highest seniority member shall be offered the position. Where seniority is the same, the tie breaker number shall be used.

3. 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.

4. A laid off bargaining unit employee shall retain recall rights for a period of three (3) years following the layoff.

ARTICLE XXII
DURATION OF AGREEMENT

This agreement shall be effective from the 1st day of July 2026, and shall continue in effect until 11:59p.m., June 30, 2028. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Susan Y. Fitch — 10/13/2026

For the District — Date

Mary Crute — 10/13/2026

For the Association — Date

APPENDIX A

SALARY SCHEDULE
2026-2027

As of February 1, 2021, no additional employees shall be placed on the BA+40 lane					
Step	**BA**	**BA+20**	**BA+40**	**MA**	**MA+30**
2027	Salary	Salary	Salary	Salary	Salary
1	$43,992	$45,221	$48,303	$48,303	$49,480
2	$46,149	$47,383	$51,061	$51,061	$52,118
3	$48,306	$49,545	$53,819	$53,819	$55,062
4	$50,463	$51,708	$56,577	$56,577	$58,005
5	$52,620	$53,870	$59,335	$59,335	$60,949
6	$54,777	$56,033	$62,094	$62,094	$63,893
7	$56,244	$58,195	$64,852	$64,852	$66,837
8	$58,318	$60,357	$67,610	$67,610	$69,780
9	$60,392	$62,520	$70,368	$70,368	$72,724
10	$62,466	$64,682	$73,126	$73,126	$75,668
11	$64,540	$66,845	$75,884	$75,884	$78,611
12	$66,614	$69,007	$78,642	$78,642	$81,555
13	$68,501	$71,169	$81,400	$81,400	$84,499
14	$70,575	$73,332	$84,158	$84,158	$87,443
15	$75,750	$77,799	$89,631	$89,631	$93,767

APPENDIX A

SALARY SCHEDULE
2027-2028

As of February 1, 2021, no additional employees shall be placed on the BA+40 lane

Step	BA	BA+20	BA+40	MA	MA+30
	Salary	Salary	Salary	Salary	Salary
1	$44,652	$45,899	$49,028	$49,028	$50,222
2	$46,841	$48,094	$51,827	$51,827	$52,900
3	$49,031	$50,289	$54,627	$54,627	$55,888
4	$51,220	$52,483	$57,426	$57,426	$58,875
5	$53,409	$54,678	$60,225	$60,225	$61,863
6	$55,599	$56,873	$63,025	$63,025	$64,851
7	$57,088	$59,068	$65,824	$65,824	$67,839
8	$59,193	$61,263	$68,624	$68,624	$70,827
9	$61,298	$63,458	$71,423	$71,423	$73,815
10	$63,403	$65,653	$74,223	$74,223	$76,803
11	$65,508	$67,847	$77,022	$77,022	$79,791
12	$67,613	$70,042	$79,822	$79,822	$82,778
13	$69,529	$72,237	$82,621	$82,621	$85,766
14	$71,634	$74,432	$85,421	$85,421	$88,754
15	$76,886	$78,966	$90,976	$90,976	$95,173

APPENDIX/SCHEDULE B
EXTRA PAY FOR EXTRA DUTIES RATES OF PAY

A. The listing of all positions under Schedule B is not authorization to have the positions. The Board shall determine whether to have or not have a position. If a position is grant funded, and grants are not renewed, the positions associated with that funding source may or may not be renewed at the District's discretion. All Assistant Coach positions shall be filled based on student participation and District approval.

B. In the event an employee involved in a Schedule B position elects not to complete the season or year, or if the activity is terminated due to a lack of participants, the employee shall receive a pro rata portion of the Schedule B payment.

C. Unless more than one (1) FTE is allocated for any specific position, if a position is shared between employees, it is understood the pay for the position shall also be equally divided as determined by the sharing parties.

D. Prior to beginning a Schedule B position, every selected employee holding a Schedule B position shall be required to fill out a Schedule B contract for the school year. Schedule B contracts shall include, but not be limited to: reporting administrator, length of assignment (year or season), starting date and ending dates, and total compensation for position.

E. Vacancies in Schedule B:

1. In filling vacancies for extra pay, teachers within the building shall have first consideration. If no teacher within the building applies, or is deemed qualified for said position, the position shall be posted district wide. If no teacher within the District receives said position, the Board may fill the position from outside the bargaining unit.

2. Employees interested in any position(s) shall apply through the appropriate means (building administration if posted within a building or via the Oakland County Consortium).

F. Athletic Coaching:

1. Pay – Based on percentage of the BA Step 1 as listed in Appendix A

Years of Experience	Category 1	Category 2	Category 3	Category 4	Category 5
0	11.5	7.5	5.5	4.5	2.5
1	12.5	8.5	6.5	5.5	3.5
2	13.5	9.5	7.5	6.5	4.5
3	14.5	10.5	8.5	7.5	5.5
4	15.5	11.5	9.5	8.5	6.5

2. HIGH SCHOOL

SPORT	COACH	CATEGORY PAY
Baseball - Boys	Varsity Head Coach	2
	JV Head Coach	3
	Freshman Head Coach	3
	Assistant Coach - Varsity (1)	3
Basketball	Varsity Head Coach	1
	JV Head Coach	2
	Freshman Head Coach	2
	Assistant Coach - Varsity (1)	2
Bowling	Varsity Head Coach	3
	JV Head Coach	4
Cheer - Competitive	Varsity Head Coach	2
	JV Head Coach or Assistant Coach – Varsity	3
Cheer – Sideline	Varsity Head Coach	3
	JV Head Coach or Assistant Coach – Varsity	4
Color Guard	Varsity Head Coach	4
	JV Head Coach or Assistant Coach - Varsity	5
Cross County	Varsity Head Coach	3
	Assistant Coach - Varsity (1)	3
Dance	Varsity Head Coach	3
	JV Head Coach or Assistant Coach – Varsity	4
Diving	Varsity Head Coach	3
Field Hockey	Varsity Head Coach	2
	JV Head Coach	3
	Assistant Coach (1) - Varsity	3
Football	Varsity Head Coach	1
	JV Head Coach	2
	Freshman Head Coach	2
	Assistant Coach – Varsity (4)	2
	Assistant Coach – JV (1)	3
	Assistant Coach – Freshman (1)	3
Golf	Varsity Head Coach	3
	JV Head Coach	4
	Assistant Coach (1)	4
Gymnastics	Varsity Head Coach	3
	Assistant Coach (1) – Varsity	4
Hockey	Varsity Head Coach	1

	Assistant Coach (1) – Varsity	3

SPORT	COACH	CATEGORY PAY
Lacrosse	Varsity Coach	2
	JV Head Coach	3
	Assistant Coach (1) – Varsity	3
Ski	Varsity Head Coach	3
	Assistant Coach (1) – Varsity	4
Soccer	Varsity Head Coach	2
	JV Head Coach	3
	Freshman Head Coach	3
	Assistant Coach (1) – Varsity	3
Softball - Girls	Varsity Head Coach	2
	JV Head Coach	3
	Freshman Head Coach	3
	Assistant Coach (1) – Varsity	3
Swimming	Varsity Head Coach	2
	JV Head Coach or Assistant Coach (1) – Varsity	3
Tennis	Varsity Head Coach	3
	JV Head Coach or Assistant Coach (1) – Varsity	4
Track	Varsity Head Coach	2
	Assistant Coach (2)	3
Volleyball	Varsity Head Coach	2
	JV Head Coach	3
	Freshman Head Coach	3
	Assistant Coach (1) – Varsity	3
Wrestling	Varsity Head Coach	2
	JV Head Coach	2
	Assistant Coach (3 – Boys)	3
	Assistant Coach (1 – Girl)	3

3. MIDDLE SCHOOL

Middle School Assistant Coaches who were employed in the 2023-2024 school year and earned Category 4 pay will be grandfathered to retain the Category 4 pay for the 2025-2026 school year. Upon ratification of this agreement, all newly hired Middle School Assistant Coaches will be paid under Category 5.

SPORT	COACH	CATEGORY PAY
Basketball	8th Grade Head Coach	4
	7th Grade Head Coach	4
	Assistant Coach (1)	5
Cheer	Head Coach	4
	Assistant Coach (1)	5
Cross Country	Head Coach - Boys	4
	Head Coach - Girls	4
	Assistant Coach (1)	5
Dance	Head Coach	4
	Assistant Coach (1)	5
Football	8th Grade Head Coach	4
	7th Grade Head Coach	4
	Assistant Coach (1) – 8th Grade	5
	Assistant Coach (1) – 7th Grade	5
Track	Head Coach – Boys	4
	Head Coach – Girls	4
	Assistant Coach (3)	5
Volleyball	8th Grade Head Coach	4
	7th Grade Head Coach	4
	Assistant Coach (1)	5
Wrestling	Head Coach	4
	Assistant Coach (2)	5

G. Non-Athletic/Extra Curricular Activities: Pay Based on percentage of BA at Step 1 unless otherwise noted.

District-wide Positions

Consultants/Coordinators with SSS	7%
Curriculum Leaders	7%
Emergency Substitute	$35.00 per hour
Summer School, Extended Day/Tutoring, and Additional Duty.	$30.00 per hour
Summer Vacation and Saturday Study	$33.00 per hour
Event Supervisors	$18.62 per hour
Event Workers	$13.50 per hour
Girls Who Code (Grant Funded)	$500.00
Google CS First (Grant Funded)	$500.00
Hour of Code (Grant Funded)	$150.00
K-12 Robotics Coordinator	Category I Athletics Scale
Intramurals (Special Olympics Coach, Destination Imagination, Future Problem Solvers, Coordinator Leaders and Readers, or Math Pentathlon Coordinator)	2% per season
LEO Coach (Grant Funded)	7%
Mentor Teacher: Stipend Categories and Amounts:	MDE Induction Mentors: • Year 1= $600 for 20 hours of mentoring • Year 2= $300 for 10 hours of mentoring • Year 3= $100 for 3.3 hours of mentoring Full-Year Sub Permit Mentors: • follow years of service lane to determine stipend amount • If mentee has more than three years of service, they will receive the Year 3 mentor amount ($100) MDE Evaluation Mentors • Received a rating of "developing" or "needs support"- MDE language requires mentor • 10 hours for $300 First year in Waterford with more than 3 years of experience • 10 hours for $300
School Sponsored Club Advisor (Approved by District)	2% per club

Elementary Positions

Cardboard Challenges Lead (Grant Funded)	$300.00	
PBL Leader K-5 (1 per building)	$1,500.00	
Student Leadership Groups (Student Council, Service Squad, Safety Patrol, Lighthouse Groups, etc.)*	first year 2%	second year 4%
Teacher Leader	$1,000.00	
VEX 123 Stem Club (Grant Funded)	$500.00	
VEX Go Stem Club (Grant Funded)	$500.00	

*Two positions are allotted for each building; if additional positions are District approved, they will be funded.

Middle School Positions

Band Director	Category II Athletics Scale
Camp/Washington DC Trip – Overnight	$76.11 per night
Camp/Washington DC Trip Coordinator	2%
Choir Director	3%
Jr. National Honor Society	2%
Musical/Play Director*	4% per production
Orchestra Director	Category II Athletics Scale
On-site Camp/Trip Program Director	$86.22 per night (maximum 3 nights)
PBL Leader (2 per building)	$1,500.00
Student Council Advisor	5%
Teacher Leader	$1,000.00
Yearbook	5%
Web (2 positions per Middle School)	3%

* Maximum of one (1) staged production per year per Middle School not to exceed two (2) Directors per Middle School

High School Positions

Band Director	Category I Athletic Scale
Band Director - Assistant	Category II Athletic Scale
Choir Director	Category II Athletic Scale
Class Sponsor	2%
DECA Advisor	5%
Debate Coach	5%
E-Sports Coach	6% per season
Forensics Coach	5%
Link (3 positions per comprehensive High School)	5%
Marching Band Director	Category I Athletic Scale
Marching Band Director - Assistant	Category II Athletic Scale
Musical Stage Director*	4% per production
Musical Technical Director*	4% per production
Musical Vocal Music Director*	4% per production
Musical Pit Conductor*	4% per production
Orchestra Director	Category I Athletics Scale
Play Stage Director#	4% per production
Play Technical Director#	4% per production
National Art Honor Society	2%
National Honor Society	2%
National Honor Society - Additional (per approval)	2%
Newspaper	Period with students or 7%

Robotics Advisor	6% per season
Student Activities Coordinator – Leadership Teacher	5%
Student Council Advisor	5% if needed time is not given for the activity
Teacher Leaders	7% plus additional planning time
Yearbook Advisor	Period with students and 7%

* There shall be a maximum of one (1) musical per year per High School
# There shall be a maximum of two (2) play productions per High School per year

H. In the event of consolidation, redistricting, or building closures, the following language will apply:

1. Affected WEA staff will be provided with an opportunity to request a preferred Schedule B assignment.
2. The Board will determine final placement based on building need and student participation.
3. The parties recognize that after careful review, the filling of teachers in Schedule B positions, is the prerogative of the Board, and the decision of the Board with respect to such matters will be final. This determination will be final and not subject to the grievance process.

APPENDIX C

WSD 2026-2027 SCHOOL CALENDAR

Aug-26

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27*	28	29
30	31					

Student	/	Teacher
2	T	3
		6(NT)

Sep-26

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25*	26
27	28	29	30			

Student	/	Teacher
20	T	20

Oct-26

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	~~EL~~	31

Student	/	Teacher
22	T	22

Nov-26

S	M	T	W	TH	F	S
1	2	3*	4	5	6	7
8	9	10	11	12	13	14
15	16	17	~~EL~~	19	20	21
22	23	24	C	26	27	28
29	30					

Student	/	Teacher
18	T	19

Dec-26

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
					18	~~ALL~~

Student	/	Teacher
14	T	14

Jan-27

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Student	/	Teacher
19	T	19

Feb-27

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Student	/	Teacher
17	T	18

Mar-27

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	~~EL~~	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Student	/	Teacher
19	T	19

Apr-27

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Student	/	Teacher
20	T	20

May-27

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	~~C~~	29
30	31					

Student	/	Teacher
20	T	20

Jun-27

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
					11	~~ALL~~

Student	/	Teacher
9	T	9

Jul-27

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Student	/	Teacher
	T	

	No Students - Non Tenured Teacher Work Days
	End of Marking Period
	Student Days
	Exams - PM 1/2 day HS (3 - 1/2 days for MS and 1 - 1/2 day for EL)
C	Teacher Comp Day
	Holiday
	Break/Recess
EL	Oct 30: EL Records Day - 1/2 day PM Nov 18: Parent Teacher Conferences 1-4 PM
PD	30 hours DPPD = 9 hours Aug 25-27, 6 hours Sept 25, 6 hours Nov 3, 6 hours Feb 5, 3 hours during PLC TBD
3*	PD Day - counted as a day of instruction: Aug 27, Sept 25 & Nov 3
Note:	Teachers work in afternoons on December 18, 2026 and June 11, 2027 from location of their choice

Mth	Stud	Tchr	NT
AUG	2	3	7
SEP	20	20	
OCT	22	22	
NOV	18	19	
DEC	14	14	
JAN	19	19	
FEB	17	18	
MAR	19	19	
APR	20	20	
MAY	20	20	
JUN	9	9	
Total	**180**	**183**	**186**

MONTH	PD HOURS
AUG	9
SEP	6
NOV	6
FEB	6
PLC	3
TOTAL	30

CONFERENCES				COMP DAY
EL	HRS	SECONDARY	HRS	
17-Nov	3	TBD	3	25-Nov
19-Nov	3	TBD	3	25-Nov
TBD	0			
TBD	3	TBD	3	28-May

WSD 2027 - 2028 SCHOOL CALENDAR

Aug-27

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25*	26	27	28
29	30	31				

Student	/	Teacher
3	T	4
		7(NT)

Sep-27

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24*	25
26	27	28	29	30		

Student	/	Teacher
20	T	20

Oct-27

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	~~EL~~	30
31						

Student	/	Teacher
21	T	21

Nov-27

S	M	T	W	T	F	S
	1	2*	3	4	5	6
7	8	9	10	11	12	13
14	15	16	~~EL~~	18	19	20
21	22	23	C	25	26	27
28	29	30				

Student	/	Teacher
19	T	20

Dec-27

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
					17	~~ALL~~

Student	/	Teacher
13	T	13

Jan-28

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Student	/	Teacher
20	T	20

Feb-28

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

Student	/	Teacher
18	T	19

Mar-28

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	~~EL~~	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
					17	~~EL~~

Student	/	Teacher
18	T	18

Apr-28

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Student	/	Teacher
19	T	19

May-28

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	~~C~~	27
28	29	30	31			

Student	/	Teacher
22	T	22

Jun-28

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
					9	~~ALL~~

Student	/	Teacher
7	T	7

Jul-28

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Student	/	Teacher
	T	

2027-2028, PAGE 2

	No Students - Non Tenured Teacher Work Days
	End of Marking Period
	Student Days
	Exams - PM 1/2 day HS (3 - 1/2 days for MS and 1 - 1/2 day for EL)
C	Teacher Comp Day
	Holiday
	Break/Recess
EL	Oct 29: EL Records Day - 1/2 day PM Nov 17: Parent Teacher Conferences 1-4 PM
PD	30 hours DPPD = 12 hours Aug 24-25, 6 hours Sept 24, 6 hours Nov 2, 6 hours Feb 4
*	PD Day - counted as a day of instruction:
Note:	Teachers work in afternoons on December 17, 2027 and June 9, 2028 from location of their choice

Mth	Stud	Tchr	NT
AUG	3	4	7
SEP	20	20	
OCT	21	21	
NOV	19	20	
DEC	13	13	
JAN	20	20	
FEB	18	19	
MAR	18	18	
APR	19	19	
MAY	22	22	
JUN	7	7	
Total	**180**	**183**	**186**

MONTH	PD HOURS
AUG	12
SEP	6
NOV	6
FEB	6
TOTAL	30

CONFERENCES				COMP DAY
EL	HRS	SECONDARY	HRS	
16-Nov	3	TBD	3	24-Nov
18-Nov	3	TBD	3	24-Nov
TBD	0			
TBD	3	TBD	3	26-May

APPENDIX D
EXTRA DUTY ASSIGNMENT FORM

NAME: _____ EMPLOYEE ID:_____

HOME
SCHOOL _____

Please complete only what is applicable to your assignment:

You are assigned to the Extra Duty of:

_____ _____
(Name of Assignment/Event) Amount

This assignment is listed in the Master Agreement under Category _____ Yrs. Exp. _____ Percent _____

BA Minimum at _____ for the school year _____ to _____

PLEASE CHARGE TO ACCOUNT # _____

CONTRACT END DATE: _____

I ELECT TO HAVE REIMBURSEMENT FOR THE Extra Duty Assignment paid:
Bi Weekly ☐ 2 Payments (end of semesters, NON ATHLETIC only) ☐ Contract End Date ☐

I ELECT TO SHARE THIS ASSIGNMENT*: ☐ Shared with: _____
*SEE SCHEDULE B PARAGRAPH C

Provisions of the Tenure Act, Act 4 of the Michigan Public Acts of 1937, as amended, do not apply to Extra Pay Assignments.

Please sign and return all copies to the administrator authorizing this position. The Executive Director of Human Resources will return one copy to you upon execution of this instrument.

MADE THIS_____DAY OF_____20____

I hereby accept the above appointment for the Extra Duty Assignment between the Board of Education of the Waterford School District and myself, as stated for the year listed and agree to the terms and conditions as established and the job description duties. I realize that this contract will become null and void if there is insufficient student participation for the activity.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seal this day and years first above written.

_____ _____
Employee Signature Date Appropriate Administrator Date

_____
Exec. Director of Human Resources Date

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

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

Teacher ASSIGNED the split class: _____
(please print)

Teacher RECEIVING students: _____
(please print)

Core Instruction (please circle one):

English Language Arts Mathematics

Science Social Studies

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

_____ _____
ASSIGNED Teacher's Signature Date

_____ _____
RECEIVING Teacher's Signature Date

For Office Use Only:

Principal's Approval: ***YES*** ***NO***

_____ _____
Principal's Signature Date

Date Received by Payroll: _____

APPENDIX F-1

Authorization Agreement for Payroll Dues Deduction for Association Dues

I hereby authorize the Michigan Education Association and Waterford School District to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Waterford School District to adjust entries to correct errors. It is agreed that these withdrawals, deposits, and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employe Name : _____

Employe ID (District): _____

Local Association: **Waterford Education Association**

Michigan Education Association Member ID: _____

Total Dues for Year: _____

Amount to be Deducted per pay: _____ (to be determined by number of remaining payroll deductions)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Waterford School District a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary from month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Waterford School District may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed name _____

Signature _____Date_____

APPENDIX F-2

Union Dues - Payroll Dues Deduction - Change Form

Michigan Education Association

Waterford School District

Employee Name _____

Employee ID (District) _____

Local Association **Waterford Education Association**

Michigan Education Association Member ID _____

NEW Authorization:
Total Dues Amount _____

Amount Per Pay _____

First Payroll Date for Deduction _____

END Authorization:
Last Payroll Date for Deduction _____

Current Amount _____

Adjustments (if applicable):

_____

CHANGE in Authorization Amount:
Current Amount _____

New Amount _____

Effective Date _____

Explanation (if applicable):

_____

Submitted By _____ Date_____

APPENDIX G
Waterford Education Association Donation of Sick Days Form

I hereby authorize the Waterford School District to transfer days from my personal sick leave to the bank of the employee listed below. This authorization is permanent and cannot be transferred back to me or to another employee in Waterford School District.

Number of Days to Transfer (cannot exceed five (5) days): _____

Transfer FROM:

Employee Name _____

Employee ID (District) _____

Transfer TO:

Employee Name _____

Employee ID (District) _____

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

Printed Name: _____

Signature: _____ Date: _____

For Office Use Only:

Received by: _____ *Date:* _____

Processed Date: _____

Appendix H

WATERFORD SCHOOL DISTRICT - GRIEVANCE REPORT

Grievant: Date of Violation:

Work Assignment: Date of Grievance: Grievance No.

1. What Contract item has been violated?

2. How was it violated?

3. Remedy sought by Grievant:

_____ _____ _____

Signature of Grievant Date Bargaining Unit

LEVEL ONE ANSWER Date Received: _____ Hearing Date: _____

_____ _____

Date of Decision Signature of Administrator

LEVEL TWO ANSWER Date Received: _____ Hearing Date: _____

_____ _____

Date of Decision Signature of Administrator

LEVEL THREE ANSWER Date Received: _____ Hearing Date: _____

_____ _____

Date of Decision Signature of Administrator

Letter of Understanding
Between the
Waterford School District
And the
Waterford Education Association

RE: 2027 Hard Cap Limits

The Waterford School District (hereafter referred to as "the District") and the Waterford Education Association, MEA/NEA (hereafter referred to as "the Association"), agree to the following:

Board insurance will be provided to all eligible part-time teachers with premium costs prorated according to their part-time FTE. For medical plan coverage from January 1 – December 31, 2026, the district agrees to contribute up to the following amounts towards medical benefit plans:

i. $7,942.09 for single-person coverage*
ii. $16,609.38 for two-person coverage*
iii. $21,660.30 for full-family coverage*

Board insurance will be provided to all eligible part-time teachers with premium costs prorated according to their part-time FTE. For medical plan coverage from January 1 – December 31, 2027, the district agrees to contribute up to the following amounts towards medical benefit plans:

i. $8,180.35 for single-person coverage
ii. $17,107.66 for two-person coverage
iii. $22,310.11 for full-family coverage

This memorandum is non-precedent setting and expires December 31, 2027.

Susan H. Fil
For the District

10/13/2026
Date

Mary Crute
For the Association

10/13/2026
Date