MASTER CONTRACT

between

Northern Berrien County Education Association/ The Watervliet Education Association

and

The Watervliet Board of Education

For

2024-2025 2025-2026 2026-2027

Watervliet Public Schools Watervliet, MI 49098

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MASTER CONTRACT

between

NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/ THE WATERVLIET EDUCATION ASSOCIATION

and

THE WATERVLIET BOARD OF EDUCATION

The agreement entered into this day of June 27, 2024 by and between the Northern Berrien County Education Association, hereinafter called the Association and its local affiliate the Watervliet Education Association, affiliated with the MEA and the NEA and the Board of Education of the Watervliet Public Schools of Watervliet, Michigan, hereinafter called the Board.

This agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2027. This agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated.

WITNESSETH:

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

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

WHEREAS, the parties following bargaining have reached certain understandings which they desire to honor, In consideration of mutual covenant it is hereby agreed as follows:

Article 1 - Recognition

A. Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel including classroom teachers instructional coaches, and guidance counselors as defined by the Michigan School Code 380.1236 employed by the Board, but excluding supervisory and administrative personnel, office, clerical, adult and community education teachers, aides, maintenance and operating employees, and any substitute teachers. R-15

B. Exclusive Unit

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

C. Priority of Agreement

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

D. Contrary to Law Provision

If any provision of this Agreement or any application thereof is found to be contrary to any law or laws passed during the timeline of this agreement, such provision(s) shall be rendered invalid at the expiration of this agreement, when specifically allowed by law, but all other provisions or applications shall remain in full force and effect.

Article 2 - Board Rights

A. Powers of the Board

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

- B. Both parties acknowledge that, except as specifically changed or amended by the other Articles of this Agreement, the Board's rights, responsibilities, etc., as referred to in paragraph A above, shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and administer the school system, its properties and facilities, and its business operations.
 - 2. Determine overall educational goals and objectives, as well as the general policies affecting the educational programs.
 - 3. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system.
 - 4. Give direction to both the professional and non-professional staffs, including the right to hire all employees, determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
 - 5. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
 - 6. Decide upon what services, supplies, and equipment are necessary to continue the school system's operation, and to establish standards for their use and operation.

Article 3 - Teacher Rights

A. Right to Organize

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

B. Constitutional Rights

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

C. Rights Under State Statute

Nothing contained herein shall be construed to deny or restrict to any teacher his/her rights he/she may have under *the Revised School Code*. The rights granted to teachers hereunder shall be deemed in addition to those provided by law.

D. Equal Application of Agreement

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

E. Mail

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

F. Teacher Retirement or Release

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

Article 4 - Association Rights

A. Use of School Facilities

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

B. Public Information

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

C. Posting and Notices

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

D. Interschool Mail

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

E. Salary Protection

A teacher engaged during the school day in bargaining on behalf of the Association with any representative of the Board or participating in any grievance negotiation shall be released from regular duties without loss of salary, provided that the Superintendent has approved such release time in advance. R-00

F. Association Involvement

The Board and Association President shall collaborate, where appropriate, to assure that any policy changes comport with this contract, and vice versa. All Board policies shall be posted on the district website, and the President of the Association will be notified in advance when the Board will be addressing policy changes.

- G. The Association president shall be free to use up to one period of preparation time per week in handling Association business. The Association vice president, secretary, and treasurer shall be free to use up to one period twice a month.
- H. The Association will inform bargaining unit members of their rights under Bullard-Plawecki *Right to Know* Act and *NLRB v J. Weingarten* (1975).

Article 5 - Payroll Deductions

A. Deduction Authorization

The Board shall make payroll deductions available upon written authorization from the teacher for approved payroll deductions; to include scholarship fund, assessment fees, credit union, annuities, savings bonds, United Way, and M.I.P.

B. Notification

The Association will be notified of all new bargaining teacher hires so that the Association may provide written notification to all new teachers hired after the effective date of this Agreement of the agency shop provisions of this contract.

Article 6 - Professional Compensation

A. Teachers Salaries

The salaries of teachers are set forth in addenda and shall remain in effect until the expiration of this agreement, subject to wage and benefit freezes under 2011 PA 54.

B. Work Year

The salary schedule is based on July 1 to June 30 year with duty days as shown in the adopted school calendar (Addendum).

C. Watervliet Credit

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

With the beginning of the 2003-04 school year, teachers hired no later than November 1 will be credited a full year service credit. Teachers hired after November 1 but before April 1 shall be credited with ½ year increments.

In the event a teacher has had step increments or scheduled salary improvements withheld, the teacher shall be eligible to be restored, upon achievement of effective in two (2) consecutive years, to such increment or scheduled salary improvement on the salary scale to which his/her years of service within the District place him/her.

D. Outside Experience Credit

Credit may be given to newly hired teachers for any successful teaching experience outside of the Watervliet Public Schools. Increment allowances also may be made available to the ten (10) year maximum for work experience in fields directly related to teaching assignments.

E. Extra Duty Schedule

Compensation for extra duty assignments are set forth in addenda and shall be compensated in accordance with the provisions of this Agreement.

F. Additional Hours, Certification or Degrees

For horizontal advancement on the salary schedule evidence of hours earned or requirements completed must be submitted within the first marking period of a school semester. Such evidence shall consist of official university transcripts showing recommendation for change of certification or degree. Such advancement shall be based upon completion of graduate level hours earned after BA or BS, related to education or approved by the Superintendent.

G. Insurance

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

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

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

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

H. Full Year Protection

Other fringe benefits provided in this contract shall not be compromised due to an employee exhausting accrued sick leave, except as allowed under the Family and Medical Leave Act.

I. Long Distance Telephone Calls

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

J. Travel Reimbursement

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

K. Method of Pay

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

- 1. 24 equal pays, September through August.
- 2. 20 equal pays as in #1 above and the twenty-first being 4/24 of annual salary. Lump sum payment of remaining salary on the twenty-first scheduled pay must be selected prior to May 1.
- 3. 20 equal pays September through June.

L. Per Diem Rate

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

Contracted Annual Salary
Number of Contracted Work Days

= Per Diem Rate

- 2. Any authorized work performed in addition to the regular school calendar shall be paid in accordance with the above formula except where otherwise recognized or defined elsewhere in this agreement. However, probationary teachers required by statute to attend seminars or other professional development in excess of the number of contracted work days shall not be provided compensation beyond the salary schedule.
- 3. Any authorized work performed by a teacher in addition to the regular school calendar under the auspices of special programs funded by a grant of monies shall be paid as directed by an approved budget for those state, federal or local grants.

M. Part-time Teachers

Part-time teachers shall be compensated on a pro-rata basis in accordance with the teaching load the part-time teacher has in relation to the teaching load of the full time teacher. Fifteen minutes of preparation/parent contact time will be spent at school for each instructional hour taught.

(Example: A full time teacher at the high school teaches five classes per day. A part-time teacher is hired to teach two classes per day. The part-time teacher would be given 40% of the appropriate step on the salary schedule plus uncompensated preparation/parent contact time at fifteen minutes per instructional hour)

Benefits will be pro-rated as follows:

- Insurance If taking Plan A, the employee will receive a pro-rated amount of the benefit (example: a three-fourth teacher receives three-fourth of the benefit, etc.) All employees who are at least one half time may take Plan B at no cost.
- 2. Sick leave will be determined by the number of hours worked per day. Parttime employees will have 12 sick leave "days" the length of the day worked. Accumulated sick leave will be figured in hours.
- 3. Seniority will be pro-rated.
- 4. The district shall not hire more than eight part-time employees during any given school year without negotiating with the association (WEA).

N. School Improvement/Curriculum Committee

District authorized voluntary school improvement, district curriculum council, and/or general curriculum work performed after regular school hours (summers, evening, or weekend) will be remunerated at the rate of \$35 per hour.

O. Payout of Unused Sick Leave

For each member of the bargaining group, unused sick leave remaining from the current year allocation shall be paid out by the last payroll in July according to the following schedule:

- Ten (10) unused days will receive \$1,000
- Nine (9) unused days will receive \$850
- Eight (8) unused days will receive \$650
- Seven (7) unused days will receive \$450
- Six (6) unused days will receive \$200
- Less than six (6) will receive no additional compensation
- Values in this schedule will be prorated for part-time staff

Remaining unused sick days may be accumulated up to 100 total days

Upon retirement, and after a minimum of ten (10) years of service to the district, a teacher shall be paid \$40 per each day of the unused portion of sick leave accumulated up to one-hundred (100) days.

Bargaining Unit employees are eligible for the payout of unused sick leave at retirement only if the employee provides written notification of their retirement no later than April 15th and prior to Retirement.

P. Merit-Based Bonus Pay

The Board of Education establishes process and performance measures each year to measure continuous improvement both in action and in outcomes in the pursuit of the Goals and Targets in its Strategic Plan. These measures are established as soon as practicable following the release of previous-school-year state testing data each summer.

District Administration, in consultation with the WEA, will develop a plan to use these measures to allocate an aggregate bonus pay of up to \$100,000 for each year of this agreement. The bonus will be paid in a share-and-share-alike manner to all qualifying employees who are members of the workgroup covered by the WEA Master Contract.

Qualifying employees and payout provisions are as follows:

 Those members of the workgroup covered by the WEA Master Contract who complete a given school year, return to work in the next school year, and work for the District at least until Thanksgiving Break or those who retired from the District at the end of the school year.

Qualifying members will receive an equal share portion of the aggregate \$100,000 amount.

The bonus payout will be distributed to all qualifying members when the targets are met or to no members when the targets are not met.

The bonus pay will be included in the first regular payroll in December of the school year following the release of state testing data for the previous school year.

Q. Non-Per-Diem Compensation

Compensation for extra-duty services provided by teachers, and not otherwise indicated in this agreement, will be compensated at the rate of \$35 per hour. Duties that fall under this provision include:

- Voluntary curriculum work outside of contracted hours.
- Voluntary school improvement work outside of contracted hours
- Summer School instruction
- KDG Placement Testing (mandatory for certified staff in KDG and Young-5's)
- 6th and 9th Grade Orientation Days (mandatory for all certified teacher in these grade levels)
- Other voluntary work not defined elsewhere in the Master Agreement and approved by the Superintendent.

<u>Article 7 - Teaching Hours and Class Loads</u>

A. Responsibilities During the Teacher Duty Day

Some teacher responsibility outside the classroom and during the teacher duty day is necessary to the operation of a school system, and is expected of every teacher. Elementary teachers who volunteer for dismissal duty at the conclusion of the school day will receive a stipend outlined in Addendum D of this agreement. If there are no volunteers, teachers may be assigned on a rotating basis. Other assignments shall be made by the building principal.

B. Arrival and Departure

Teachers shall be required to teach the number of instructional hours and instructional days mandated by the State of Michigan required to receive full state funding.

The regular pupil day shall be:

High School	8:10 AM – 3:10 PM
Middle School	8:10 AM – 3:10 PM
North Elementary School	7:50 AM – 3:00 PM
South Elementary School	7:40 AM – 2:50 PM

The regular teacher duty day shall be:

High School	7:45 AM – 3:20 PM
Middle School	7:45 AM – 3:20 PM
North Elementary School	7:35 AM – 3:10 PM
South Elementary School	7:25 AM – 3:00 PM

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

C. Conferences

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

Reasonable efforts will be made to avoid holding such conferences on Fridays or days preceding holidays unless a student emergency (immediate physical or mental health) has arisen.

D. Faculty Meetings

Faculty meetings on a departmental basis, building basis, or system wide basis may be called as necessary for the official functioning of the school. Administrators will use written memos as much as they can in an effort to minimize the amount of time devoted to staff meetings. All meetings will be scheduled on Mondays after school and last no longer than 65 minutes. No more than two (2) meetings per month shall be held. Attendance at each meeting is required of each teacher unless previous arrangements have been

made with the supervising principal. An unexcused absence may result in disciplinary action against the absent teacher.

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

E. District School Improvement

All teachers will participate in the District School Improvement Process through workgroups established by the district and for the purpose of implementing the District Strategic Plan. Twenty hours will be scheduled annually in the negotiated calendar for this work.

F. Duty Free Lunch

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

G. Preparation Time

Elementary teachers shall have a minimum of 300 pupil-free minutes per week which shall also be used for conferences and preparation, including recess, noon, before and after school time.

<u>Secondary Teachers:</u> Any secondary teacher whose schedule does not include a full conference period shall be compensated at their prorated, hourly rate. This does not refer to intermittent substitute teaching in other teacher's classrooms.

H. Secondary Teaching Loads - High School/Middle School

The parties recognize that teachers shall work at least the state mandated instructional days and instructional hours necessary for the district to receive its full state aid. One individual preparation/conference period equal to at least fifty (50) minutes shall be provided to each certified staff member each full day of school. Assignment to supervise a student conference period shall be

considered teaching time for the purposes of this article. No teacher shall be assigned more than four (4) preparations in an academic subject unless the curriculum cannot be maintained without such an assignment.

Secondary teachers shall be compensated at the rate of \$1,500 per year (prorated) per preparation over four (4). For each preparation in excess of four (4) that is a direct credit, dual enrollment, or early-middle college course, an additional \$500 per such preparation (prorated) shall be added to the stipend.

I. Teaching Assignment Notification

Each teacher shall be given written notice of his/her tentatively scheduled assignment of the next school year by July 15. Changes made after July 15, shall be made only after a conference with the teacher involved.

J. Substitute Teachers

When all means to obtain qualified regular substitute teachers have been exhausted, the building principal will ask available teachers to substitute. If there are no volunteers, the building principal will assign the teacher with the least amount of accrued substituting time. Any teacher who substitutes shall be paid \$35.00 per period.

K. Lesson Plans

Teachers shall complete and have available in their room, a copy of the weekly lesson plans in brief outline form prior to 8:00 a.m. each Monday morning. Administration may make written requests to individual teachers for submission of lesson plans to the office.

L. Extended Contracts

When a member of the bargaining unit is requested by an administrator to work more than the days of the contract, he/she shall be paid at the per diem rate (their current salary / no. of contract days).

M. Dual Building Teachers are defined as teachers who are assigned to travel to more than one building in the same day. If the teacher, on his/her own volition, creates a schedule that results in assignment to two buildings in a day, the teachers will not be a dual building teacher.

Article 8 - Teaching Conditions

A. Class Size

The Board agrees to keep class size to a number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the students. Toward this end, the parties agree that class size shall be governed by the Elementary Class Size Protocol in Addendum E, and, in secondary, whenever possible,

- Regular classroom student-to-teacher ratio of 25 to 1 or less, except music and physical education
- Physical education classes shall not exceed a student-to-teacher of 30 to 1 or music education classes a ratio of 50 to 1, except in the case of special programs designed for larger student groups.

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

B. Special Education and Section 504 Students

Necessary accommodation information shall be available to teachers regarding the special needs, problems, and appropriate educational strategies for supporting special education students. All efforts will be made to equalize special education students among available staff.

C. I.E.P.C.

Classroom teachers shall be invited to IEPC and 504 meetings and shall attend for the duration of the meeting or until dismissed. Meetings conducted after school hours will be scheduled at a mutually agreed upon time.

D. Teaching Supplies

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

E. Non-Assigned Tasks

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

F. Daily Records

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

G. Minimum Comforts

The Board shall make available:

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

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

H. Telephone Privacy

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

I. Vending Machines

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

J. Parking

A designated parking space shall be made available for each staff member for their use during school hours. Parking facilities will be maintained in all weather conditions. R-03

K. Calendar Adjustment Days

Teachers will not be required to report to school and shall suffer no loss of pay nor fringe benefits when the administration determines that regular scheduled days of pupil instruction shall not be held because of conditions not within the control of school authorities, such as inclement weather days, fires, epidemics, or health conditions. Once the District has exhausted allowable days under the State Aid Act for uncontrollable events, then virtual learning days may be used to keep from adding days to the end of the school year.

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

L. Room Temperature

Each classroom temperature will be maintained between 60 degrees Fahrenheit and 90 degrees Fahrenheit. In the event that this is not possible, the students and teachers will not be required to remain in the room. Each computer lab shall be air conditioned.

M. Responsibility for Pupil Behavior

Teachers and administrators will collaborate to accept responsibility, during teacher duty day, for correcting the deportment of any pupil enrolled in Watervliet Public Schools while on school property and in accordance with District policy, guidelines, handbooks, and other District guidance. Teachers shall be able to attend events as spectators and not be expected to be on duty unless acting in the role of chaperone, coach, or any other extra-duty assignment. The Board accepts responsibility to support teachers in carrying out this charge.

N. Care of Teaching Materials

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

O. Personnel Folder

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

Information contained in teacher personnel files shall be consistent with the requirements of the Bullard-Plawecki Employee Right to Know Act and other relevant statutes.

If the Board or its agents receive a Freedom of Information Act (FOIA) request to view a teacher's file, that teacher shall be notified. The Administration shall provide the teacher an opportunity to review the file prior to its release, provided such review does not prevent the district from a timely response to the FOIA request. The teacher shall be permitted to attach statements or to request that personal information be omitted from the file prior to its release.

P. Teacher Signature

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

Q. Right to Expunge

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

R. Notification of Complaints

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

S. Medically Fragile Students

Teachers shall not be required, except in emergency situations to provide medical and related services, including but not limited to, catheterization, suctioning, colostomy, tracheostomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, postural drainage or percussion, and any other medical procedures that can be performed without a medical degree.

T. Electronic Monitoring

Any electronic recording and/or monitoring of the classroom by students will be permitted only with the prior knowledge of the teacher and the building principal.

Article 9 - Hiring, Vacancies, Promotion and Transfers

A. Assignment Outside Certification

Should the Board place the teacher in an assignment outside his/her area of certification, the Board will pay for tuition for one approved university course per semester toward certification for that teacher assignment at a rate of 100%. Any reimbursement for course work must have Board approval in advance of the course work being taken.

B. Defining a Vacancy and Transfer Requests

A vacancy, which the Board intends on filling, is defined as a newly created position or a present position that becomes vacant by reason of resignation, retirement, transfer, extended leave of absence, death or long term illness of the employee formerly in said position.

C. Extra-Curricular and Summer Assignments

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

- 1. All such positions shall be posted in all buildings for a minimum of seven (7) calendar days during the school year. For positions which are filled outside the school year, teachers must indicate their interest in such positions in writing to the Board. The Board shall then notify those teachers of positions which become open a minimum of seven (7) calendar days before the position is filled.
- 2. If there are no applicants from the bargaining unit qualified for the position, the district may employ any other person.
- 3. It is fully understood that teachers in these positions do not obtain tenure in positions.

4. The administration will strive to rotate summer positions every other year among the qualified internal applicants.

D. Placement and Transfer

Except as otherwise described in this agreement, both parties recognize that Board Policy 3130 and related Administrative Guidelines govern the placement, hiring, and transfer of employees in the District.

E. Layoff and Recall

Except as otherwise described in this agreement, both parties recognize that Board Policy 3131 and related Administrative Guidelines govern the layoff and recall of employees in the District.

Article 10 - Absence and Leaves

A. Leave Accumulation

Each teacher shall be granted thirteen (13) days of leave each year (10 illness and three (3) personal). Leave will be prorated for less than a full year worked. Any unused sick leave shall be allowed to accumulate from year to year up to 100 days. Any unused personal days may accumulate to a maximum of 4 days. Any unused personal days over 3 will automatically accumulate into sick days.

<u>Crisis Leave Bank:</u> An employee may voluntarily contribute to a crisis leave bank which holds in reserve days that may be used for extended personal illness or injury when all of an individual's personal sick leave days have been exhausted. The Association shall be responsible for the administration of the crisis leave bank, but agrees to notify the District of any such use. Teachers may apply for a maximum of fifteen (15) crisis leave days per application. Teachers may reapply for additional days for the same illness or injury. The purpose of the crisis leave bank is to provide protection for those people in need until they are covered by another loss-of-compensation benefit.

B. Leaves Chargeable to Accrued Time and with Pay

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

1. Personal Illness or Disability

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

2. Medical or Nursing Care

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

3. Doctor Appointments

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

4. Extended Illness - Doctor Verification

Should a personal illness or disability extend beyond five (5) consecutive work days, or where there is a pattern of absenteeism or the administration suspects an abuse of sick leave, the Board may request the teacher to provide a statement from his/her physician indicating the reason for the confinement and/or a prognosis of a date when the teacher should be able to return to work. With reasonable cause, the Superintendent may, at the Board's expense, require a teacher to submit to a physical/mental examination by an appropriate health care provider to determine whether the employee can perform the essential functions of his or her position with or without accommodation.

Return from Extended Illness

After any extended absence of five (5) consecutive work days due to illness or disability, the Board may require a notification from the physician stating that the teacher is able to return to work.

6. Funeral Leave

Teachers shall be allowed, per school year, up to eight days (8) days funeral leave. Additional leave under this clause may be granted by the Superintendent. Verification of funeral attendance may be requested by Administration.

7. Personal Days

Teachers shall be granted a maximum of three (3) days per year for personal use. Personal days may not be used during the following days:

 Other employment or seeking new employment, or when on layoff status.

- 2. During parent/teacher conferences, exam days, or general or specific open house events
- To begin or extend a school vacation period, nor before or after a holiday. Emergency situations may be presented to the Superintendent for consideration.

Teachers shall notify the district, in writing to the building principal, of the need to use personal leave as far in advance of the event as possible.

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

8. Disability Offset

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

- 9. Teachers who are assigned by a principal to chaperone a school sanctioned field trip shall be considered to be on school business and shall not be charged personal leave time, or have pay withheld regardless of subject area.
- C. Leaves Not Chargeable to Accrued Time and With Pay
 - 1. Jury Duty

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

2. Subpoena

A teacher who is required to give testimony in an event not related to official school business, for that time during which he/she must necessarily be absent from his/her teaching duties for such purpose, shall be paid the difference between what he/she received as witness fees for so testifying and what he/she would have earned from his/her employment by the district on such day or days unless the teacher shall be found guilty of a criminal violation, pleads guilty to a criminal violation, or tortiously liable by a court of competent jurisdiction.

A teacher who is required to give testimony for issues regarding official school business shall be paid in full unless the teacher shall be found guilty of a criminal violation, pleads guilty to a criminal violation, or tortiously liable by a court of competent jurisdiction.

3. Duty or School Related Funeral or Bereavement Leave

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

- D. Leaves Not Chargeable to Accrued Leave and Without Pay
 - 1. Leaves of absences not to exceed one year without pay may be granted upon written request and approval of the Board for the following reasons:
 - a. Study related to the teacher's licensed field.
 - b. Study to meet eligibility requirements for a teaching license other than that held by the teacher.
 - c. Study, research, or a special teaching assignment involving probable advantage to this school system.
 - d. Child Care.
 - e. Adoption
 - f. Public Office
 - g. Military Duty
 - h. The Board may grant other leaves not listed above.

2. Extended Personal Illness Leave

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

3. Application

All requests for leave of absence will be applied for and will be granted or denied in writing. Written reasons for approval or denial shall be made within five (5) days after official Board action. The teacher must apply for the leave, except for disability, at least sixty (60) days prior to its commencement, except in cases of emergency or urgency, or hardship for teachers.

4. Intention to Return

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

Non-Accrual of Benefits

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

6. Continuation of Benefits During Leave

In all circumstances involving the leave provisions of this Master Agreement, the teacher shall be provided health insurance coverage for the first sixty-days (60) as required by the Family Medical Leave Act (FMLA). If the employee voluntarily fails to return to work, he/she shall reimburse the district for the insurance premium paid by the employer in accordance with the federal Family Medical Leave Act.

E. Association Leave

Leave days not to exceed twelve (12) per year shall be available to the Association for MEA workshops and meetings. Requests for such days shall be made to the Superintendent by the Association President at least five (5) days in advance. The Association shall reimburse the Board for all costs incurred in providing substitute teachers for such days and the cost of the absent employee's state retirement contribution.

F Sabbatical Leave

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

Article 11 - Teacher Evaluation

A. Procedure

The District and Association will comply with all laws, rules, and regulations associated with the Public Employee Relations Act (PERA), the Revised School Code, and the Michigan Teacher Tenure Act.

Teachers who have received the highest effectiveness ratings in their most recent two evaluations shall be evaluated biennially unless an issue of significant concern to administration arises that warrants intervention.

For the duration of this agreement, the state-approved evaluation tool shall be the Danielson Model.

WPS will conference and collaborate with WEA concerning the metrics used for the student growth portion or other portions of the educator evaluations, with the Board having final approval. In the event no agreement is reached by the Regular Board meeting in October of each school year, the Board will make the final determination.

B. Guidelines for Evaluation of Professional Staff

Except as otherwise described in this agreement, both parties recognize that Board Policy 3220, Policy 3221 and their related Administrative Guidelines govern the evaluation of professional staff in the District.

Article 12 - Miscellaneous Personnel Provisions

A. Seniority

Seniority shall be defined as length of continuous service in the district beginning with the first day of work during the regular school year. The Board shall prepare a seniority list and transmit a copy of the same to the Association on or before October 1 of each year of this contract. The Association has until October 15 to review the list and to notify the Board of any errors. If no errors are reported, the Board may assume the list is accurate.

B. Degrees and Certification

Teachers are responsible to provide to the Board, no later than September 30 of each school year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year if they desire that information to be included in compiling the current seniority list. The Board will compile the current seniority list and provide the Association with a copy no later than October 30 of each school year. Within thirty (30) days of posting the seniority list, any objections to the list shall be asserted. Thereafter, the list shall be final and conclusive.

C. Elimination of Benefits

All benefits accrued to teachers under this contract will terminate immediately upon severance. Should severance occur after working any portion of the first semester, the teacher will receive any current health insurance coverage for one month from the date of severance. If the severance occurs after working one full semester plus any portion of the second semester, then the teacher will receive insurance coverage through the first June 30th following severance. If the employee returns from severance, the individual's employment contract and all benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full.

Article 13 - Protection of Teachers

A. Special Student Needs

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

B. Student Discipline

Teachers shall observe rules published by the Board regarding the discipline of students. Teachers shall establish effective classroom discipline. Except in cases of emergency or severe misbehavior, teachers shall conform to the following guidelines prior to the first referral: develop classroom rules and consequences, counsel the student, contact parents as needed.

In cases of chronic student disrespect or serious discipline problems, the Board agrees to facilitate teacher/parent conferences and provide appropriate support.

The Board shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations, contained in the student handbooks, shall be distributed by the employer to students, teachers, and parents at the commencement of each school year. The teacher may request a discussion with the administrator of any deviation of consequences from the student's handbook. Administrators will provide teachers opportunities for input on changes to student handbooks in their buildings.

Administrators shall, in a timely manner, notify teachers of the outcome of due process whenever a student disciplinary referral is submitted by a teacher.

Written statements by the employer governing use of corporal punishment and disciplining of students shall be provided to all teachers no later than the first week of each school year. A teacher may, at all times, use such reasonable force as is necessary to protect himself/herself, a fellow teacher, district employee or administrator, or student from attack, physical abuse or injury in compliance with Board of Education Policy.

C. Assaults

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

If a student physically assaults a teacher (hit, slaps, pushes, or otherwise physically strikes), at a minimum the student, at the discretion of the classroom teacher, will not be returned to a classroom on the same day of the assault and an investigation will be conducted into the incident.

D. Personal Property Protection

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

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

E. Unsafe Conditions

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

F Rules and Regulations

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

G. Legal Counsel

If any teacher is complained against or sued as a result of reasonable disciplinary action taken by the teacher as judged by the building administrator and/or superintendent and WEA representative against a student, the Board shall provide legal counsel and render assistance to the teacher in his/her defense.

H. Termination by Teachers

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

I Academic Freedom

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

J. Representation

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

Article 14 - Professional Behavior

A. Association Self-Monitoring

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

The Association will investigate breaches of professional behavior by any bargaining unit member after the WEA President has received a communication substantiating the problem. If the Association feels a bargaining unit member is in breach of professional behavior, the WEA President will request a meeting between a WEA Union Representative, and bargaining unit member to discuss the breach of professional behavior.

B. Teacher Health

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

Article 15 - Student Teaching Program Assistance

A. Supervising Teacher Experience

Supervising teachers shall have at least four (4) years of teaching experience with at least one (1) year in the local system and shall be a tenure teacher. No student shall be assigned to any supervising teacher without a joint agreement between the classroom teacher and the building principal.

B. Coordination of Program

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

C. Teacher Materials

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

D. Evaluation of Student Teacher

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

E. Limits per Year

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

F. Management of Student Teachers

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

G. Remuneration

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

Article 16 - Bargaining Procedures

A. Successor Agreement

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

B. Selection and Power of Bargaining Teams

In any bargaining described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party nor may each party select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and counter

proposals, or make concessions in the course of bargaining, subject only to ultimate ratification.

C. <u>District Leadership Team</u>

The parties agree that a District Leadership Team (DLT) will meet a minimum of three times (October, February, May), which may be increased only by mutual consent, to discuss issues of mutual concern. The meetings shall not exceed two hours in length. The committee shall serve in a problem-solving and advisory capacity. The parties may have as many as four (4) representatives each on the DLT and will include a representative from the Board of Education. Participants shall receive a \$100 per meeting stipend.

The sole purpose of these conferences is to provide communication between the Board and Association, to gain better insights and better understanding between the parties, and to promote closer cooperation in all relationships concerning this Agreement. A letter of understanding may be the outcome of these meetings.

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

D. Bargaining During Closed Contract Periods

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

Article 17 - Grievance Procedure

A. Right to File

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

B. Rights Under law

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

C. Individual Right

Any teacher may process a grievance without intervention of the bargaining representative up to the Board level, provided the Association has been given the opportunity to be present at all meetings and any adjustment of the grievance is not inconsistent with the terms of the collective bargaining agreement.

D. Prior Adjudication

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

E. Form of Grievance

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

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

F. Procedure

The grievance procedure shall operate as follows:

- The number of days indicated at each level should be considered as maximums and every effort should be made to expedite the grievance process. The teacher shall have ten (10) school days from occurrence of any alleged contract violation or ten (10) school days from the time the alleged violation should have been discovered through the exercise of reasonable diligence to file for relief in writing with his/her principal or supervisor.
- 2. Principals shall have five (5) school days within which they may respond to a grievance.
- 3. Within ten (10) school days following the principal's response or fifteen (15) school days after the initial filing, a grievance may be appealed to the Superintendent.
- 4. The Superintendent shall have fifteen (15) school days within which he may respond to a grievance. Any amendment made by the Association to the grievance cannot raise new contract violation or substantive claims that could have been raised at the first step of the grievance procedure.
- 5. Within twenty (20) school days following the Superintendent's response, the grievance may be appealed to the Board of Education or to designated representatives of the Board (to consist of three (3) members of the Board).
- 6. The Board shall have thirty (30) school days within which it may respond to a grievance.
- 7. Within twenty (20) school days following the Board's response, or if the Board does not respond, the grievance may be submitted to binding arbitration. Individual grievants may not pursue arbitration, without the Association's agreement to bring the claim to arbitration. The selection of an arbitrator and the procedures governing arbitration, shall be in accordance with the rules and procedures of the American Arbitration Association, provided however that the Association shall be solely authorized to file for Arbitration.
- 8. All costs of arbitration shall be borne equally by both the Association and the District.
- 9. If school is not in session, "school days" shall refer to days when the Superintendent's office is open (Monday through Friday, 8:00 4:00).

G. Powers of the Arbitrator

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

- 1. He may not add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- 2. He shall have no power to establish salary scales.
- 3. He may not change any practice, policy or rule of the Board not inconsistent with the Agreement, nor may he substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule not inconsistent with this Agreement.
- 4. He shall have no power to decide questions relating to discharge or demotion under the Teachers Tenure Act, or rule on matters which are prohibited subjects of bargaining.

H. Claims for Back Pay.

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

I. Failure to Appeal

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

J. Time Limit

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

K. Non-Grievable Items

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

- 1. Failure to re-employ or the termination of services of any probationary teacher, unless the failure to re-employ is deemed for purposes of subterfuge or in bad faith.
- 2. The offer or withdrawal of extra duty assignments from year to year.
- 3. The content of teacher evaluations.
- 4. Discharge or demotion under the provisions of the Michigan Teachers Tenure Act.

Article 18 - Miscellaneous Provisions

A. Calling for Illness

Teachers shall be informed of a website they may access before 6:15 a.m. to report unavailability for work. If a teacher fails to report unavailability for work by 6:15 a.m., on the first day of such absence he/she may be subject to the loss of a day's pay. Teachers shall inform the principal's office no later than thirty (30) minutes prior to the close of the school day if they know they will be absent for another day and such absence has not already been noted by the office. R-18

B. Contract Incorporated into Board Policy

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Teacher Familiarity with Policy

The Board will post board policies on the District website. Teachers are expected to be familiar with and conform to such pertinent policies.

D. Distribution of Agreement

Copies of this Agreement shall be posted to the District website.

E. Marking Periods

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

F. Teacher Input on Performance of Principal

To provide input concerning the performance of building administrators, a performance form for administrators shall be available to each building staff during the month of November to be completed by December 1 of each year. The WEA shall have the responsibility for providing the performance forms to the teachers. A composite form will be given to the Building Principal and Superintendent. This form will not become part of the principal's personnel file, unless requested by the principal.

G. Mentor Teachers

1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.

- 2. Probationary teachers in his/her first four (4) years of teaching shall be assigned a mentor teacher by the Administration.
- 3. If a mentor teacher is from the bargaining unit:
 - a. The mentor teacher shall be a tenured member.
 - b. Participation as a mentor teacher shall be voluntary.
 - The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and probationary teacher after four (4) months. The appointment may be renewed in succeeding years.
 - d. The mentor teacher shall be compensated in the first year at 2% of the Schedule D base, after submission of a 30-week log (1 hour per week); second year 1.33% after 20 week log (1 hour per week); third year 0.66% after 10 week log (1 hour per week); fourth year 0.66% after 10 week log (1 hour per week). The log shall specify topics and conversations.
 - e. Each mentor and probationary teacher shall be given a set of guidelines.

H. Section 125 Cafeteria Plan

The Board shall establish and maintain a Cafeteria Plan that is designed to satisfy the requirements for tax favored status under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow employees to make elections among certain taxable and non-taxable benefits. The specific benefits that shall be provided to employees under the Cafeteria Plan will be, as follows:

1. <u>Waiver of Health Insurance Coverage:</u> Employees will be allowed to waive the health insurance coverage provided by the Board and, in lieu of receiving health insurance coverage, employees will receive a cash benefit (in the form of additional compensation) as set forth in Addendum A.

The Cafeteria Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by an employee individually, outside of the Cafeteria Plan, and in accordance with the rules under Code Section 403(b).

- 2. <u>Medical Premium Conversion Option:</u> Employees who are required to pay a portion of their medical insurance premiums will be able to enter into a salary reduction agreement under the Cafeteria Plan and to pay the required amounts with pre-tax dollars.
- 3. Other Qualified Insurance Option: Employees who want to pay the insurance premiums to receive other qualified insurance options (dental, vision, long-term disability, short-term disability, and life insurance up to \$10,000) will be permitted to apply their cash benefit derived from the waiver of health insurance coverage, and/or enter into a salary reduction agreement under the Cafeteria Plan, and pay the required amounts with pre-tax dollars.

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration and claims procedure. All disputes concerning the payment of claims under the Cafeteria Plan will be resolved under the Claims Procedure set forth in the Cafeteria Plan. The Board and Association may amend any provisions under the Cafeteria Plan in order to maintain its tax favored status (such as amendments necessitated by changes in the Code or the Treasury Regulations) provided that the Board may not unilaterally amend the Cafeteria Plan in a manner that will alter the eligibility of employees covered by this Agreement to participate in the Cafeteria Plan, or that will reduce benefit levels under the Cafeteria Plan; and, further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 30 calendar days before the amendment is to take effect.

I. Professional Development

- 1. Professional development is defined as a continuous process aimed at improving student achievement and promoting responsible citizenship in alignment with district outcomes, benchmarks, school improvement plans and/or individual IDPs.
- 2. The Revised School Code sets a minimum amount of professional development time which teachers must satisfy each year.
- 3. The district shall provide opportunities to meet these requirements.
- 4. Teachers shall utilize Michigan's Online Educator Certification System to record days and hours of professional development activities. The District provided Professional Development form needs to be completed and returned to the building administrator at the conclusion of the school year. Teachers are responsible for maintaining record of their professional development activities.

J. Teachers who are enrolled in college classes may count class time toward their professional development requirements. Those planning to do so should have their request pre-approved by the building principal, and be prepared to show how the class is applicable to the current curriculum.

K. Emergency Financial Manager

If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

L. Grades Due

Grades to be posted on report cards shall be due to the office no later than 8:00 AM on the first business Tuesday following the end of the grading period.

M. Return from Supervisory or Executive Position

Any teacher who shall serve in a supervisory or executive position within the Watervliet Public Schools and who shall later return to teacher status in this district, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such service in an administrative position. Years spent in a supervisory or executive position shall be considered as teaching years for computation of salary, seniority, and other benefits. Administrators who have not previously been employed as teachers in the Watervliet Public Schools may enter vacancies in the bargaining unit and be credited with years spent in administrative capacity for purposes of salary, seniority, and other benefits, but only if such entry into the bargaining unit does not cause displacement of any other teacher, whether then actively employed or on layoff status.

N. Unauthorized Work Stoppages and Lockouts

Unauthorized work stoppages by public schools employees and lockouts by public school employers are illegal under the Public Employment Relations Act (Section 423.202a). The parties agree that the District will not conduct a lockout and the Association will not conduct an unauthorized work stoppage for the duration of this agreement.

Article 19 - Signatures

NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/WEA/MEA/NEA	BOARD OF EDUCATION WATERVLIET PUBLIC SCHOOLS
-	
Signed this day	

Article 19 - Signatures

NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/WEA/MEA/NEA	BOARD OF EDUCATION WATERVLIET PUBLIC SCHOOLS
Lu Co	Bria SA more al
	John Olykon
	Salgo Syperiatender
Signed this day (127/24	

GRIEVANCE

GRIEVANCE REPORT FORM (Article 17) Watervliet Public Schools

1				1
1	1	1	1	<u>_</u>
1 Building	1 Assignment	 Name of Grievant 	 Date Filed 	1
1	1	1	1	1
1	1	1	1	1
1	1	1	1	1

STEP I

A.	Date Cause of Grievance Occurred:

- 1. Article & Section violated
- 2. Statement of Grievance:
- 3. Relief Sought:

_	Signature	Date
C.	Disposition of Principal:	
	Signature	Date
D.	Disposition of Grievant and/or Association:	

Signature Date Grievance Report Form Page Two

Α.	STEP II Date Received by Superintendent or Designee:		
B.	Disposition of Superintendent or Designee:		
C.	Signation of Grievant and/or Association:	ture	Date
_	Signat STEP III	ture	Date
A. B.	Date Submitted to the Board of Education: Disposition of Board of Education:		
_	Signature of Boa	rd Secretary	Date
C.	Position of Grievant and/or Association:	,	
	Signature STEP IV		Date
D.	Date Submitted to Arbitration:		

ADDENDUM A

Insurance Schedule for Enrollment Years 2025, 2026, 2027

DISTRICT-SUBSIDIZED HEALTH INSURANCE SUMMARY

For those taking Choice A insurance the district will pay the applicable Hard Cap amount (single, two person, or full family) towards the cost of the plan. Any remaining cost for the plan will be deducted from that employee's paycheck in 24 equal installments. In the event that MCL 15.563 of 2018 PA 477 is repealed by the Legislature, the District will increase their contribution to the premium subsidy for health insurance by the increase in health insurance from the approved plan premiums, beyond the amount allocated by the legislature for such a repeal, or 3%, whichever is less, for each successive year of this agreement. 100% of any money provided by the legislature and earmarked for such a repeal will be used to offset the costs of premiums.

For those taking Choice B insurance the district will pay a cash option (cash in lieu) of \$550 per month, paid on the second payroll of each month. Members electing this option must provide proof of credible health care coverage from another source

For those taking Choice C insurance or Choice D insurance, the district will pay the applicable Hard Cap amount (single, two person, or full family) towards the plan. Any remaining cost for the plan will be deducted from that employee's paycheck in 24 equal installments. In addition, the district will deposit 50% of an employee's health savings account (HSA) contribution on Jan 1st and the other 50% on July 1st. The total yearly amount deposited into an employee's HSA account will be deducted from that employee's paycheck in 24 equal installments. Should an employee need the second 50% of their HSA money before July 1st, they can request to have it deposited before that date.

For all plans the district will pay 100% of premiums for ancillary coverages for dental, vision, limited life, accidental death and disability, and long-term disability insurance.

ADDENDUM B

2024-25				
Effective Years				
of Service	Level	BA	MA	NBCT
1 to 5	Α	\$ 48,500	\$ 52,000	\$ 53,000
6 to 10	В	\$ 55,250	\$ 59,000	\$ 60,000
11 to 15	С	\$ 61,750	\$ 66,250	\$ 67,250
16 to 20	D	\$ 68,250	\$ 74,250	\$ 75,250
21 to 25	Е	\$ 72,750	\$ 81,500	\$ 82,500
26 to 30	F	\$ 72,750	\$ 82,750	\$ 83,750
31+	G	\$ 72,750	\$ 84,000	\$ 85,000

NBCT -> National Board Certified Teacher

Schedule Conditions:

This salary schedule will remain in effect as long as the following prioritized conditions are met:

- Districts in the BRESA consortium will be exclusively used for salary comparisons
- The salary schedule at WPS will be evaluated no later than May 15 each year, and will use the most recently published schedules. Contracts settled after May 15 will be used in the next evaluation
- The highest BA and MA schedules from county schools will be used in the evaluation
- For each level, the salary paid by WPS will be in the top 4 in the county for the first 2 years and no lower than the top 7 for any year thereafter
- When Condition 4 is no longer sustained, the schedule will be adjusted to assure that Condition 4 is met

ADDENDUM C 2024-25

BASE \$ 48,500

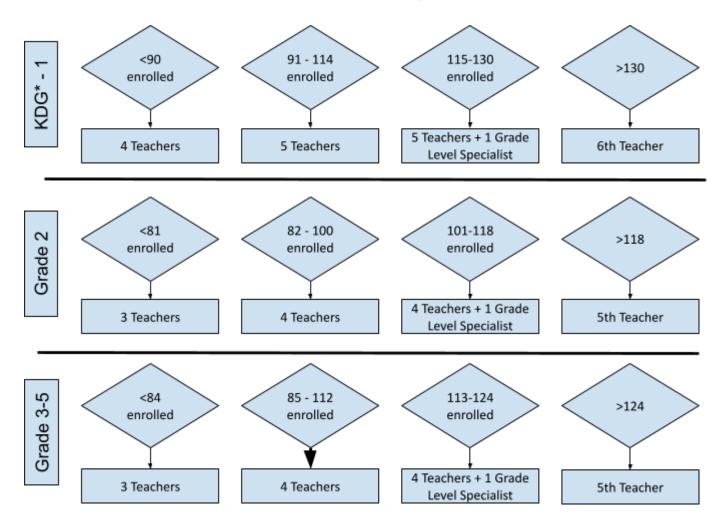
	\$ 48,500												
Position	1st		3rd			5th						y Bonus*	
	Index	Salary	Index	1	alary	Index		Salary		years	15 years	20 years	25 years
Head Football	0.170	\$ 8,245	0.180		8,730	0.190	\$	9,215	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Assistant Football	0.085	\$ 4,123	0.09	_	4,365	0.095	\$	4,608	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Assistant Football Assistant Football	0.085 0.085	\$ 4,123 \$ 4,123	0.09	_	4,365 4,365	0.095 0.095	\$	4,608 4,608	\$	500.00	\$ 1,000.00 \$ 1,000.00	\$ 1,500.00 \$ 1,500.00	\$ 2,000.00
	0.085	\$ 4,123 \$ 4,123	0.09		4,365	0.095	\$	4,608	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
J.V. Football	0.065	\$ 5,772	0.09	_	6,111	0.095	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JH Football - HC	0.085	\$ 4,123	0.09	_	4,365	0.133	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JH Football	0.058	\$ 2,813	0.062	_	3,007	0.066	\$	3,201	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JH Football	0.058	\$ 2,813	0.062		3,007	0.066	\$	3,201	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Girls Head Basketball	0.170	\$ 8,245	0.180		8,730	0.190	\$	9,215	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst. Girl's Basketball	0.089	\$ 4,317	0.094		4,559	0.099	\$	4,802	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JV Girls Basketball	0.119	\$ 5,772	0.126	_	6,111	0.133	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Girls Basketball (A)	0.068	\$ 3,298	0.072	\$	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Girls Basketball (A)	0.068	\$ 3,298	0.072	\$	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Girls Basketball (B - opt)	0.068	\$ 3,298	0.072	\$	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Girls Basketball (B - opt)	0.068	\$ 3,298	0.072	\$	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
9th Grade Girls Basketball	0.085	\$ 4,123	0.090	\$	4,365	0.095	\$	4,608	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Boys Basketball	0.170	\$ 8,245	0.180	_	8,730	0.190	\$	9,215	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst. Boys Basketball	0.089	\$ 4,317	0.094	_	4,559	0.099	\$	4,802	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JV Boys Basketball	0.119	\$ 5,772	0.126	_	6,111	0.133	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
9th Grade Boys Basketball	0.085	\$ 4,123	0.090		4,365	0.095	\$	4,608	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Varsity Wrestling Coach	0.128	\$ 6,208	0.135		6,548	0.142	\$	6,887	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Wrestling Asst	0.068	\$ 3,298	0.072		3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Wrestling Coach	0.051	\$ 2,474	0.054	_	2,619	0.057	\$	2,765	\$	500.00	\$ 1,000.00 \$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Boys Basketball (A)	0.068	\$ 3,298 \$ 3,298	0.072		3,492	0.076 0.076	\$	3,686 3,686	\$ \$	500.00 500.00	\$ 1,000.00	\$ 1,500.00 \$ 1,500.00	\$ 2,000.00
MS Boys Basketball (A) MS Boys Basketball (B - opt)	0.068	\$ 3,298	0.072 0.072		3,492 3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Boys Basketball (B - opt)	0.068	\$ 3,298	0.072		3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Basketball Assistant	0.051	\$ 2,474	0.054	_	2,619	0.057	\$	2,765	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Elementary Boys Basketball	0.012	\$ 582	0.0125	_	606	0.0135	\$	655	\$	163.69	\$ 327.38	\$ 491.06	\$ 654.75
Elementary Girls Basketball	0.012	\$ 582	0.0125		606	0.0135	\$	655	\$	163.69	\$ 327.38	\$ 491.06	\$ 654.75
HS Cross Country	0.128	\$ 6,208	0.135	_	6,548	0.142	\$	6,887	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
HS Cross Country Asst (20+ trigger)	0.055	\$ 2,668	0.058	_	2,813	0.061	\$	2,959	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Cross Country	0.051	\$ 2,474	0.054	_	2,619	0.057	\$	2,765	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Cross Country ASST (20+ trigger)	0.026	\$ 1,261	0.029	\$	1,407	0.032	\$	1,552	\$	388.00	\$ 776.00	\$ 1,164.00	\$ 1,552.00
Head Volleyball	0.170	\$ 8,245	0.180	\$	8,730	0.190	\$	9,215	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JV Volleyball	0.119	\$ 5,772	0.126	_	6,111	0.133	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
9th Grade Volleyball	0.085	\$ 4,123	0.090	_	4,365	0.095	\$	4,608	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Volleyball	0.068	\$ 3,298	0.072		3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Volleyball	0.068	\$ 3,298	0.072		3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Volleyball (B - opt)	0.068	\$ 3,298	0.072	_	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Volleyball (B - opt)	0.068	\$ 3,298	0.072	_	3,492	0.076	\$	3,686	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Golf Acet (42) Trigger\	0.119	\$ 5,772	0.126	1	6,111	0.133	\$	6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Golf - Asst (12+ Trigger) Head Boys Track	0.060 0.128	\$ 2,910 \$ 6,208	0.064 0.135	_	3,104 6,548	0.068 0.142	\$	3,298 6,887	\$	500.00 500.00	\$ 1,000.00 \$ 1,000.00	\$ 1,500.00 \$ 1,500.00	\$ 2,000.00
Asst Track	0.128	\$ 4,317	0.135	_	4,608	0.142	\$	4,802	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Head Girls Track	0.009	\$ 6,208	0.095	_	6,548	0.099	\$	6,887	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst Track	0.089	\$ 4,317	0.095	_	4,608	0.099	\$	4,802	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Boys Track	0.051	\$ 2,474	0.054	_	2,619	0.057	\$	2,765	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Girls Track	0.051		0.054		2,619	0.057		2,765	\$	500.00			\$ 2,000.00
MS Track Asst (40+trigger)	0.030		0.034		1,649	0.038		1,843	\$	460.75	\$ 921.50	\$ 1,382.25	\$ 1,843.00
Head Baseball	0.128	\$ 6,208	0.135	\$	6,548	0.142	\$	6,887	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst Baseball	0.062	\$ 3,007	0.066	\$	3,201	0.07	\$	3,395	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst Baseball	0.062		0.066	_	3,201	0.07		3,395	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JV Baseball	0.085		0.091		4,414	0.097		4,705	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Head Softball	0.128		0.135		6,548	0.142		6,887	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst Softball	0.062		0.066		3,201	0.07		3,395	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Asst Softball	0.062		0.066		3,201	0.07		3,395	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
JV Softball	0.085		0.091		4,414	0.097		4,705	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Boy's Soccer - Varsity	0.119		0.126		6,111	0.133		6,451	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Boy's Soccer - Asst	0.089	\$ 4,317	0.095		4,608	0.099		4,802	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Girl's Soccer - Varsity Girl's Soccer - Asst	0.119 0.089		0.126	_	6,111 4,608	0.133 0.099		6,451	\$	500.00 500.00	\$ 1,000.00	\$ 1,500.00 \$ 1,500.00	\$ 2,000.00
Varsity Cheerleader	0.089		0.095 0.072		3,492	0.099		4,802 3,686	\$	500.00	\$ 1,000.00 \$ 1,000.00	\$ 1,500.00	\$ 2,000.00 \$ 2,000.00
JV Cheerleader	0.068		0.072		2,134	0.076		2,231	\$	500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
MS Cheerleader	0.042		0.044		606	0.046		655	\$	163.69	\$ 1,000.00	\$ 491.06	\$ 654.75
MS Cheerleader	0.012		0.0125		606	0.0135		655	\$	163.69	\$ 327.38	\$ 491.06	\$ 654.75
	0.012								\$	250.00	\$ 500.00	\$ 750.00	\$ 1,000.00
Athletic Dept Tech Support	0.000	\$ 2,910	0.065	ĮΨ	3,153	0.07	Þ	3,395	Þ	∠50.00	00.000 φ	φ /50.00	φ 1,000.00

^{*} Longevity Bonus:

Addendum D 2024-25

POSITION INDEX SALARY POSITION INDEX SALARY CREEK CHAIR - Y5S 0.0200 970 HS Yearbook 0.0500 2.425 EL CHAIR-K 0.0200 970 HS English Chair 0.0200 970 EL CHAIR-T 0.0200 970 HS Salence Chair 0.0200 970 EL CHAIR-2 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-3 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Ind Arts 0.0300 1.455 EL Chair El Spec ED-North 0.0100 485 HS Weightroom 0.0350 1.698 EL Chair El Spec ED-South 0.0100 728 Unich Room Supervision (HS) (2) 1.500 Intervention Coordinator South 0.0400 1.940 MS 6th Chair 0.0200 970 PBIS Lead - North 0.0400 1.940 MS 6th Chair 0.0200 970 Musical-South 0.0400 1.940 MS 7th Chair 0.0200 970 Musical-North 0.0300 1.455 MS 6irl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728 MS Girl Power Adsistant 0.0100 485 South Student Council (2) 0.0150 728 MS Girl Power Advisor 0.0150 728 MS Glar Power Advisor 0.0150 728 MS Power Advisor 0.0150 728 MS Glar Power Advisor 0.0150 728 MS Power Advisor 0.0150 728 MS Glar Power Advisor 0.0150 728 MS Power Advisor 0.0150 728 MS Glar Power Advisor 0.0150 728 MS Power Advisor 0.0150 728 MS Power Advisor 0.0500 1.455 MS Special Ed. Chair 0.0200 970 Musical-North 0.0500 1.455 MS Special Ed. Chair 0.0200 970 Musical-North 0.0500 1.455 MS Special Ed. Chair 0.0200 970 MUSA Special Ed. Chair 0.0200 970 MS Variety Show 0.0300 1.455 MS Power Advisor 0.0500 1.455 MS Power Advisor 0.0500 1.455 MS Power Advisor 0.0500 1.455 MS Special Ed. Chair 0.0200 970 MUSA Special Ed. Chair 0.0200 970 MS Variety Show Asst 0.0200 970 MS Power Advisor 0.0500 1.455 MS Power Advisor 0.
EL CHAIR-K 0.0200 970 HS English Chair 0.0200 970 EL CHAIR-1 0.0200 970 HS Math Chair 0.0200 970 EL CHAIR-2 0.0200 970 HS Science Chair 0.0200 970 EL CHAIR-3 0.0200 970 HS Special Ed Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Special Ed Chair 0.0300 1,455 EL Chair El Spec ED-North 0.0100 485 HS Weightroom 0.0350 1,698 EL Chair El Spec ED-South 0.0100 485 HS Weightroom 0.0350 1,698 EL Chair El Spec ED-South 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 Intervention Coordinator South 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 PBIS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 Musical-South 0.0400 1,940 MS 6th Chair 0.0200 970 Musical-South 0.0300 1,455 MS 8
EL CHAIR-1
EL CHAIR-2 0.0200 970 HS Science Chair 0.0200 970 EL CHAIR-3 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-4 0.0200 970 HS Special Ed Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Ind Arts 0.0300 1,455 EL Chair EL Spec ED-North 0.0100 485 HS Weightroom 0.0350 1,698 EL Chair EL Spec ED-South 0.0100 485 World Languages Chair 0.0200 970 Intervention Coordinator South 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 Intervention Coordinator North 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 PBIS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 PBIS Lead - South 0.0400 1,455 MS 8th Chair 0.0200 970 Musical-North 0.0300 1,455 MS 6th Chair 0.0200 970 Musical-North 0.0300 1,455
EL CHAIR -3 0.0200 970 HS Soc Studies Chair 0.0200 970 EL CHAIR-4 0.0200 970 HS Special Ed Chair 0.0200 970 EL CHAIR-5 0.0200 970 HS Ind Arts 0.0300 1,455 EL Chair El Spec ED-North 0.0100 485 HS Weightroom 0.0350 1,698 EL Chair EL Spec ED-South 0.0100 485 World Languages Chair 0.0200 970 Lunch Room Supervision (HS) (2) 1,500 1,500 1,500 1,500 Intervention Coordinator South 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 PBIS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 PBIS Lead - South 0.0400 1,940 MS 7th Chair 0.0200 970 Musical-North 0.0300 1,455 MS 8th Chair 0.0200 970 Musical-North 0.0300 1,455 MS Girl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728
EL CHAIR-4
EL CHAIR-5 0.0200 970 HS Ind Arts 0.0300 1,455 EL Chair El Spec ED-North 0.0100 485 HS Weightroom 0.0350 1,698 EL Chair EL Spec ED-South 0.0100 485 World Languages Chair 0.0200 970 Intervention Coordinator South 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 Intervention Coordinator North 0.0400 1,940 MS 6th Chair 0.0200 970 PBiS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 Musical-South 0.0400 1,940 MS 7th Chair 0.0200 970 Musical-South 0.0300 1,455 MS 8th Chair 0.0200 970 Musical-North 0.0300 1,455 MS Girl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728 MS Girl Power Assistant 0.0100 485 South Student Council (2) 0.0150 728 MS Honor Club (2) 0.0150 728 HS Band
EL Chair El Spec ED-North 0.0100
EL Chair EL Spec ED-South 0.0100 485 World Languages Chair Lunch Room Supervision (HS) (2) 0.0200 970 (1,500) Intervention Coordinator South Intervention Coordinator North 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 PBiS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 PBiS Lead - South 0.0400 1,940 MS 7th Chair 0.0200 970 Musical-South 0.0300 1,455 MS 8th Chair 0.0200 970 Musical-North 0.0300 1,455 MS Girl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728 MS Girl Power Assistant 0.0100 485 South Student Council (2) 0.0150 728 MS Honor Club (2) 0.0150 728 Accompanist 0.0500 2,425 MS Special Ed. Chair 0.0200 970 Auditorium Director 0.0250 1,213 MS Student Council (2) 0.0150 728 HS Band 0.1000 4,850 MS Variety Show Asst 0.0200
Lunch Room Supervision (HS) (2) 1,500 Intervention Coordinator South 0.0150 728 Intervention Coordinator North 0.0150 728 Intervention Coordinator North 0.0150 728 Lunch Room Supervision (MS) (2) 1,500 PBiS Lead - North 0.0400 1,940 MS 6th Chair 0.0200 970 PBiS Lead - South 0.0400 1,940 MS 7th Chair 0.0200 970 Musical-South 0.0300 1,455 MS 8th Chair 0.0200 970 Musical-North 0.0300 1,455 MS Girl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728 MS Girl Power Advisor 0.0150 728 North Student Council (2) 0.0150 728 MS Honor Club (2) 0.0150 728 Accompanist 0.0500 2,425 MS Special Ed. Chair 0.0200 970 Auditorium Director 0.0250 1,213 MS Student Council (2) 0.0150 728 HS Band 0.1000 4,850 MS Variety Show 0.0300 1,455 HS Choir 0.0750 3,638 MS Variety Show Asst 0.0200 970 Non Wea FR Class Advisor 0.0150 728 MS Robotics Coach (addition to stipend 0.0300 1,455 WEA Freshman Class Advisor 0.0150 728 MS Book Club/Library Advisor 0.0500 2,425 WEA Freshman Class Advisor 0.0150 728 MS Book Club/Library Advisor 0.0500 2,425 WEA Freshman Class Advisor 0.0150 728 Drama (NS) - 2 positions 0.0200 970 WEA Soph Class Advisor 0.0150 728 Drama (NS) - 2 positions 0.0200 970 WEA Soph Class Advisor 0.0200 970 Building Leadership Team Members (max 0.0200 970 WEA Soph Class Advisor 0.0250 1,213 NS Yearbook 0.0150 728 Non WEA JR Class Advisor 0.0250 1,213 NS Yearbook 0.0150 728 Non WEA JR Class Advisor 0.0250 1,213 NS Yearbook 0.0150 728 Non WEA JR Class Advisor 0.0250 1,213 NS Yearbook 0.0150 728 Non WEA JR Class Advisor 0.0250 1,213 Selementary Dismissal Asst semester 0.0110 534 WEA Junior Class Advisor 0.0250 1,213 Elementary Dismissal Asst semester 0.0110 0.0150 728 Non WEA JR C
Intervention Coordinator South
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WEA Senior Class Advisor 0.0300 1,455 K-12 Mentor Yr 4 0.0066 320
WEA Senior Class Advisor 0.0300 1,455
K-12 Dual Building 0.0075 364
HS National Honor Society 0.0350 1,698
HS Dance Advisor 0.0250 1,213
HS Quiz Bowl 0.0350 1,698 HS Science Olympiad 0.0200 970
HS Student Council (2 positions) 0.0175 849 MS Science Olympiad (3) 0.0100 485
HS Fine Arts Director 0.0700 3,395 North Science Olympaid (3) 0.0100 485
HS Fine Arts Asst. 0.0500 2,425 School Store (North) 0.0100 485
HS Fine Arts Asst. 0.0500 2,425
HS Fine Arts Asst. (Musical Only) 0.0500 2,425 Band Camp 0.0400 1,940

ADDENDUM E Class Size Protocol Proposal - 2024



Grade Level Specialist Description:

A Grade Level Specialist is a certified teacher or an experienced paraprofessional in a teaching program. This position serves with the grade level team and takes direction from the team to deliver direct instruction or supplemental instruction as the team requires. While this person will not have a separate homeroom, dynamic groupings may be built from one or more homerooms to take pressure off of the class loads during core instruction.

This person will be given a one-year term as a contracted services employee through EduStaff. They will be paid at "Step 1" of the Master Agreement Salary Schedule. They will not earn service credit in the role.

It is agreed that this position will be in addition to base-level staffing, as a measure to reduce class size pressures, and the addition of staff under this provision will not be the primary reason for reducing paraprofessional or other support staff within the building where deployed.

^{*} Does not include Young 5's enrollment, which is determined by hard caps in the two sections.



Watervliet Public Schools

OFFICE OF THE SUPERINTENDENT

450 E. ST JOSEPH AVE, WATERVLIET, MI 49098 269-463-0300

	20	24-2025 Calendar
Fri	Aug 16	New Teacher Orientation and PD
Mon	Aug 19	Floating Teacher Work Day
Tue	Aug 20	District Breakfast and Kick Off; District PD - 3hrs; Staff Meetings - 3 hrs; WEA Meeting - 1hr
Wed	Aug 21	District Professional Development Day - All Staff 8AM - 3PM; Open Houses all buildings - 4-6 PM
Thurs	Aug 22	District Professional Development Day - All Staff 8AM - 3PM
Mon	Aug 26	1st day of school- 1/2 day students, Teacher work time in PM
Fri-Mon	Aug 30- Sep 2	No School - Labor Day Weekend
Wed	Sept 18	2 hr- Early Release District SI
Fri	Oct 4	Mid-Trimester Progress Report (Elem)
Mon	Oct 14	No School for students; District PD Day - 6hrs
Wed	Oct 16	1/2 day Elem only- Afternoon and Evening Conferences
Thurs	Oct 17	1/2 day All Students and staff; PT Conf 12:30 - 3:00 and 4:00 - 6:00 PM
Fri	Oct 18	1/2 Day - Students and staff (comp time for teachers)
Wed	Oct 23	2 hr- Early Release District SI
Fri	Oct 25	MS/HS Progress Reports
Wed	Nov 6	2 hr- Early Release Building DPPD
Fri	Nov 15	End 1st Trimester (Elem) 1/2 Day (Virtual Records)
Wed	Nov 20	2 hr- Early Release District SI
Wed-Fri	Nov 27-29	Thanksgiving Break
Wed	Dec 11	2 hr- Early Release District SI
Mon-Fri	Dec 23-Jan 3	Christmas Break



Watervliet Public Schools

OFFICE OF THE SUPERINTENDENT

450 E. ST JOSEPH AVE, WATERVLIET, MI 49098 269-463-0300

Mon	Jan 6	Students Return
Wed - Fri	Jan 15-17	1/2 day HS/MS Exams (Virtual Records)
Fri	Jan 17	Mid-Trimester Progress Report (Elem); End Semester 1 (Secondary)
Mon	Jan 20	Students No School - Staff PD Day - 6 hrs
Wed	Jan 29	2 hr- Early Release Building DPPD
Thurs	Feb 6	1/2 day Elem- Afternoon/Evening Conferences
Thurs	Feb 6	Full Day MS/HS- Evening Conferences
Fri	Feb 7	1/2 day All students and staff
Mon	Feb 10	No School- Mid-Winter Break
Wed	Feb 26	2 hr- Early Release District SI
Fri	Feb 28	End of 2nd Trimester (Elem)-1/2 day Elem records; Full day for Secondary
Wed	Mar 12	2 hr- Early Release District PD
Wed	Mar 26	2 hr. Early Release Building SI
Fri	Mar 28	½-day Students and Staff - Secondary Progress Reports
Mon-Fri	Mar 31-Apr 4	Spring Break
Mon	Apr 7	School Resumes
Fri	Apr 18	No School - Good Friday
Fri	Apr 25	Mid-Trimester Progress Report - Elementary
Wed	May 7	2 hr- Early Release Building SI
Mon	May 26	No School-Memorial Day
Wed	June 4	1/2 day all Students- HS/MS Exams (Virtual Records optional), Elem EOY Parent meetings
Thurs	Jun 5	1/2 day all Students- HS/MS Exams (Virtual Records optional), Elem EOY Parent meetings
Fri	Jun 6	1/2 day all Students- HS/MS Exams (Virtual Records optional), Elem EOY Parent meetings

If WPS participates in a full-day county-wide PD, then the following changes will take place. Thursday, August 22th, becomes all-day District SI, Wed Oct 23th, Wed Jan 29th, Wed May 7th all become full days of school.

2025 - 2026 Calendar - Proposed April 15, 2024

Date	Days	Explanation	
Aug 15	F	New Teacher Orientation Day	
Aug 18	М	Floating Teacher Work Day	
Aug 19	Т	District Breakfast and Kick Off; District PD - 3hrs; Staff Meetings - 3 hrs; WEA Meeting - 1hr	
Aug 20	W	District Professional Development Day - All Staff 8AM - 3PM; Open Houses all buildings - 4-6 PM	
Aug 21	ТН	District Professional Development Day - All Staff 8AM - 3PM	
Aug 25	М	1st day of school- 1/2 day students, Teacher work time in PM	
Aug 29 and Sept 1	F, M	No School - Labor Day Weekend	
Sept 17	w	2 hr- Early Release District SI	
Oct 3	F	Mid-Trimester Progress Report (Elem)	
Oct 13	М	No School for students; District PD Day - 6hrs	
Oct 15	W	½ Day Elem Only- P/T Conference Afternoon and Evening	
Oct 16	тн	½ Day All Students - P/T Conferences Afternoon and Evening	
Oct 17	F	½ Day for Students and Staff	
Oct 22	w	2 hr- Early Release District SI	
Oct 24	F	First Semester Progress Report (MS/HS)	
Nov 5	w	2 hr- Early Release Building DPPD	
Nov 14	F	End 1st Trimester (Elem) 1/2 Day (Virtual Records)	
Nov 19	w	2 hr- Early Release Building DPPD	
Nov 26, 27, 28	W, TH, F	No School- Thanksgiving Break	
Dec 10	w	2 hr- Early Release District SI	
Dec 22- Jan 2	M-F	No School- Holiday Break	
Jan 5	М	Students Return	
Jan 14 - 16	W, TH, F	½ Day for HS/MS Students - HS and MS Exams - Virtual Records PM	

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Jan 16	F	Mid-Trimester Progress Report (Elementary), End of Semester 1 (MS/HS)
Jan 19	М	No School for Students - Teacher PD (6 hours)
Jan 28	W	Early Release- Teacher PD (2 hours)
Feb 5	ТН	½ Day Elem Only- P/T Conferences Afternoon and Evening Full Day of School for HS and MS- P/T Conferences Evening
Feb 6	F	½ Day for Students and Staff
Feb 9	М	No School - Mid-Winter Break
Feb 25	W	2 hr- Early Release District SI
Feb 27	F	End 2nd Trimester (Elem) 1/2 Day (Virtual Records)
March 11	W	2 hr- Early Release District PD
March 25	W	2 hr. Early Release Building SI
March 27	F	½ Day for Students and Staff / Second Semester Progress Report (MS/HS)
March 30 - April 3	M-F	No School- Spring Break
April 6	М	Classes Resume
April 24	F	Mid-Trimester Progress Report (Elem)
May 6	W	2 hr- Early Release Building SI
May 25	М	No School- Memorial Day
June 1	М	1/2 day all Students- HS/MS Exams, Elem EOY Parent meetings, Virtual Records PM
June 2	Т	1/2 day all Students- HS/MS Exams, Elem EOY Parent meetings, Virtual Records PM
June 3	W	1/2 day all Students- Last day of School; End Semester 2 (Secondary), Virtual Records PM

2026 - 2027 Calendar - Proposed April 15, 2024

Date	Days	Explanation
Aug 21	F	New Teacher Orientation Day
Aug 24	М	Floating Teacher Work Day
Aug 25	Т	District Breakfast and Kick Off; District PD - 3hrs; Staff Meetings - 3 hrs; WEA Meeting - 1hr
Aug 26	W	District Professional Development Day - All Staff 8AM - 3PM; Open Houses all buildings - 4-6 PM
Aug 27	TH	District Professional Development Day - All Staff 8AM - 3PM
Aug 31	М	1st day of school- 1/2 day students, Teacher work time in PM
Sept 4 and 7	F, M	No School - Labor Day Weekend
Sept 23	W	2 hr- Early Release District SI
Oct 9	F	Mid-Trimester Progress Report (Elem)
Oct 12	М	No School for students; District PD Day - 6hrs
Oct 21	W	½ Day Elem Only- P/T Conference Afternoon and Evening
Oct 22	тн	½ Day All Students - P/T Conferences Afternoon and Evening
Oct 23	F	½ Day for Students and Staff
Oct 28	W	2 hr- Early Release District SI
Oct 30	F	First Semester Progress Report (MS/HS)
Nov 4	W	2 hr- Early Release Building DPPD
Nov 18	W	2 hr- Early Release District SI
Nov 20	F	End 1st Trimester (Elem) 1/2 Day (Virtual Records)
Nov 25, 26, 27	W, TH, F	No School- Thanksgiving Break
Dec 9	W	2 hr- Early Release District SI
Dec 21- Jan 1	M-F	No School- Holiday Break
Jan 4	М	Students Return
Jan 18	М	No School for Students - Teacher PD (6 hours)

Jan 20 - 22	W, TH, F	½ Day for HS/MS Students - HS and MS Exams - Virtual Records PM
Jan 22	F	Mid-Trimester Progress Report (Elementary), End of Semester 1 (MS/HS)
Jan 27	W	2 hr- Early Release Building DPPD
Feb 11	тн	½ Day Elem Only- P/T Conferences Afternoon and Evening Full Day of School for HS and MS- P/T Conferences Evening
Feb 12	F	½ Day for Students and Staff
Feb 15	М	No School - Mid-Winter Break
March 3	W	2 hr- Early Release District SI
March 5	F	End 2nd Trimester (Elem) 1/2 Day (Virtual Records)
March 10	W	2 hr- Early Release District PD
March 24	W	2 hr. Early Release Building SI
March 25	Th	½ Day for Students and Staff / Second Semester Progress Report (MS/HS)
March 26	F	Good Friday - no school for students or staff
March 29 - April 2	M-F	No School- Spring Break
April 5	М	Classes Resume
April 30	F	Mid-Trimester Progress Report (Elem)
May 12	W	2 hr- Early Release Building SI
May 31	М	No School- Memorial Day
June 8	M	1/2 day all Students- HS/MS Exams, Elem EOY Parent meetings, Virtual Records PM
June 9	Т	1/2 day all Students- HS/MS Exams, Elem EOY Parent meetings, Virtual Records PM
June 10	W	1/2 day all Students- Last day of School; End Semester 2 (Secondary), Virtual Records PM
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