

*Ronald  
8-27-07*

**Walkerville Public Schools  
-and-  
WEA**

*Michelle Sweet  
8-27-07*

**Tentative Agreement of August 27, 2007**

1. All provisions of the collective bargaining agreement effective through June 30, 2006, including all currently applicable Letters of Agreement and Letters of Understanding, shall continue, except as modified by this proposal.

2. All tentative agreements previously reached between the parties as set forth on the attached Summary of Tentative Agreements Reached as of August 17, 2007 and the Summary of Tentative Agreements reached on August 27, 2007.

3. **Extra Work Compensation.** Modify Section 15.8 to read as follows:

Additional state or district required in-service days shall be compensated at the per diem rate (employee salary rate /185). Additional required meetings, beyond regular contracted hours, beyond regular contracted hours, will be compensated at the per diem rate divided by 7.25 hours. Additional administratively approved (non-required) in-service days shall be compensated at \$150 per day or \$25.00 per hour with a \$150/day maximum.

4. **Paid Sick Leave Bank.** Modify the Sick bank as proposed below

**(With Sick Bank Accumulation Recredit Letter of Understanding with actively employed applying to those on the payroll as of the date of ratification).**

15.2 Upon initial hire, (or in the event that a contribution is not made with the initial hire, with the first all staff contribution after the teacher is hired) a teacher shall contribute two (2) days of the foregoing sick

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leave allowance to a common bank, with an accumulation of up to 90 days, to be administered by the Association. Teachers who have exhausted their accumulated sick leave days may make withdrawal for extended illness, accident, or disability as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. A teacher may withdraw any days contributed in a current year to the bank if the need is shown.

The following general guidelines shall apply to all requests for days from the sick bank:

1. A teacher must exhaust all their personal sick leave accumulation. The Bank Committee may grant sick leave from the sick leave bank to a teacher dependent upon demonstrated need.
2. Days shall not be granted retroactively except where the teacher's medical condition prevents timely application or the committee is unable to meet prior to the exhaustion of the teacher's personal sick leave.
3. No days shall be granted by the committee where the applicant is receiving Worker's Compensation or is eligible to receive benefits under the District's LTD plan.
4. The maximum number of days an individual shall be eligible to use from the sick bank shall not exceed 45 days during their service with the District. However, it is expressly understood that an individual must make application to be on the LTD plan provided in Article xxx upon completion of the contractual waiting period.
5. The decision of the committee shall be final and is not subject to the grievance procedure.

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6. When the existing 90 of days are depleted, the Association will replenish the sick bank by making contributions. Each teacher or staff will contribute one sick leave day at the time the bank is depleted. In the event that the sick day accumulation is below 45 days at the beginning of a school year, each teacher on staff will contribute one day to the bank.
  
7. The Walkerville Education Association agrees to hold the Board, including individual Board members and its agents, harmless against any and all claims, demands, lists, suits, or other forms of liability that may arise out of or by reason of action taken by the committee to deny access to leave bank days.
  
8. Absence in excess of accumulated sick days and not granted by the Sick Leave Bank Committee will be considered unpaid leave and deducted from the teacher's pay at the per diem rate of pay from the teacher's scheduled pay for each day absent.

**5. Leaves of Absence.** Modify 17.1 to read as follows:

**17.1. Leaves of Absence.** The Board reserves the right to grant leaves of absence in its discretion in accordance with the following:

**A. Family and Medical Leave.** Teachers who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;
  
- (2) The placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the teacher's spouse, son, daughter, or parent with a serious health condition; and

(4) Because of a serious health condition that makes the teacher unable to perform the functions of his or her job.

An eligible teacher is entitled to a total of 12 workweeks of leave during a school year defined as the period from July 1 through June 30. For purposes of this paragraph, a teacher assigned to a full time teaching position will be considered to work at least 1250 hours during that school year. The provisions of this section are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act. Disputes regarding eligibility for FMLA leave are not subject to resolution through the Grievance and Arbitration provision of this Agreement.

**B. Disability Leave.** After completion of the twelve (12) week family and medical leave taken because of a serious health condition that made the teacher unable to perform the functions of their job, a supplemental disability leave of absence will be granted to teachers who are unable to continue to work for the District because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the District to require a physician's certificate establishing that the teacher is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the teacher has exhausted all accrued paid sick leave and paid sick bank benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the teacher's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the District will grant an extension of the leave for up to an additional twelve (12) months if the teacher can present evidence from their treating physician that there is a substantial likelihood that the teacher will be able to return to work during the

period of extended leave. A teacher whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The District may request at reasonable times, as a condition of continuance of a disability leave of absence, proof of a continuing disability. Teachers who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the teacher continue at work. The teacher's attendance and job responsibilities must be satisfactorily maintained during this time. Teachers are required to notify the District of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the District by the teacher as far in advance as possible. All teachers returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the teacher is medically able to return to work.

**C. Workers' Compensation Leave.** After completion of the twelve (12) week family and medical leave taken because of a serious health condition that made the teacher unable to perform the functions of the teacher's job, a supplemental worker's compensation leave of absence for the remainder of the school year will be granted to teachers who are unable to continue to work for the District because of a work related injury or disease for which the teacher is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the District, subject to the District's right to require medical proof. At the completion of the initial period of the leave, the District will grant an extension of the leave for up to an additional twelve (12) months if the teacher can present evidence from their treating physician that there is a substantial likelihood that the teacher will be able to return to work during the period of extended leave. A teacher whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The District may require at reasonable times, as a condition of continuance of a worker's

compensation leave of absence, proof of a continuing inability to perform work for the District.

*D. unpaid leave*

**D.E. Child Care Leave.** In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office in writing at least three (3) months prior to the requested beginning date of a child care leave so that necessary arrangements can be made to procure the teacher's replacement. Said notification shall request a beginning and ending date of the leave to be agreed upon by the teacher and the administration. In cases of emergency, the three (3) month notification period prescribed herein may be waived by the Superintendent. The agreed-upon date and request shall be referred to the Board of Education for approval. It is understood that each request for child care leave or the extension of a child care leave will be considered for approval on an individual basis. The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the leave, which shall be determined when the leave is granted by the Board. Re-employment will commence upon the date set when the leave (or any renewal thereof) was granted. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of child care leaves on the basis of each individual case.

**F. General provisions applicable to Leaves of Absence.** All leaves shall be without experience credit, and shall be without accrual or accumulation of benefits (e.g., sick leave, seniority, etc.). Re-employment after expiration of any such leave shall be to a position for which the teacher is certified and qualified; however, that a teacher on any such leave of absence shall be subject to layoff to the same extent as if he or she were not on such leave of absence. For District staff planning purposes, the teacher shall notify the Board in writing, of his/her intent

to return not later than the anticipated midpoint of the duration of the leave as determined at the outset of the leave. Failure to return from a child care leave on the date specified in said leave shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date or if the reason for the failure not to timely return is for reasonable cause.

6. **No Child Left behind Compliance Proposal.** Modify Article III by adding the following new section 3.4: (Proposed LOA is rejected, but District will continue to work on an individual basis to assist teachers to become qualified).

3.4 All teachers employed by the Board for a regular teaching assignment must have a Bachelor's Degree from an accredited college or university and a provisional or permanent teaching certificate. Any teacher assigned to teach a core academic subject area such as English, reading, language arts, mathematics, science, foreign languages, civics, government, economics, arts, history or geography must be a highly qualified teacher as that term is defined in the No Child Left Behind Act (ESEA/NCLB Act of 2001 as amended, 20 USC 6301 et seq.) and related Michigan Department of Education regulations. Teachers shall provide the Administration with the necessary credentials as required by the State for proper accreditation and certification.

Add the following Letter of Understanding:

In the event that a teacher's position is eliminated in whole or in part and there is no other position that the teacher can be placed in under the bumping provision of the Agreement because they are not highly qualified for those positions, the District will assist the teacher to become highly qualified in an assignment and reimburse the teacher for the certification endorsement test fees and certification fees required to become highly qualified in the new assignment area. In addition, the District will initiate such other assistance as it deems appropriate in its sole discretion.

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In addition modify section 20.2 and 20.8 to read as follows:

20.2 Teachers subject to layoff for the subsequent school year shall be notified no later than one week after the regularly scheduled April Board meeting. Notification of withdrawal of layoff notices will be made within forty-five (45) days after July 1. However, after July 1, in the event there is a decrease in student enrollment, reduction of revenues or decrease in course offerings at the start of the subsequent school year, the administration reserves the right to enforce layoff.

The least senior teacher shall be the person notified of layoff, provided that the remaining teachers are certified and qualified to perform the remaining work.

For the purpose of this Article, "qualified" shall be determined by the following criteria:

- a. Possession of a major or minor in the subject area.
- b. Ten or more semester hours of course work in the subject area.
- c. Teaching experience in the specified subject area. Experience in the specific subject area shall be defined as having taught the equivalent of a minimum of 4/7 cumulative teaching loads within the previous ten years.
- d. When applicable, status as a highly qualified teacher as that term is defined in the No Child Left Behind Act No Child Left Behind Act (ESEA/NCLB Act of 2001 as amended, 20 USC 6301 et seq.) and related Michigan Department of Education regulations in the area to be taught.



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20.8. [TA 8-27-2007]

**7. 2006-2007 Wages.** 1.00% increase to all steps on the scale. This wage increase will not be paid retroactively, but will be used to calculate the wage increase for 2007-2008.

**8. 2007-2008 Wages.** 2.00% increase to all steps on the scale

**9. 2006-2007 Step Increases.** All eligible employees will advance on the salary scale.

**10. 2007-2008 Step Increases.** All eligible employees will advance on the salary scale.

**11. Working Conditions.** Add the following letter of understanding:

Teachers who volunteer to work an additional class assignment during their preparatory period will be paid an additional 1/6 of their regular salary rate. Teachers who volunteer for such additional assignments will be required to perform that additional assignment on a semester by semester basis.

**12. Teaching Loads and Assignments.** Modify 14.1 to read as follows:

14.1 The following class size shall be considered as the normal maximum size:

- Kindergarten - 25
- 1<sup>st</sup> - 3<sup>th</sup> Grades - 26
- 4<sup>th</sup> - 6<sup>th</sup> Grades - 28

7<sup>th</sup> - 12<sup>th</sup> Grades - 30

Special Education will follow the state guidelines regarding student caseloads. Deviations shall occur when agreed upon by the administrator, special education teacher and compliance officer. These class sizes are not applicable to Physical Education which can have 35 pupils per teacher and Band which will allow all senior band members.

All State and Federal Supplemental Support will be utilized based on student achievement data with collaboration between the program director and building principals in consultation with the teaching staff; and with the superintendent's approval.

**13. Overload pay.** Modify 14.2 to read as follows:

14.2 Whenever class size limits set forth in 14.1 are exceeded, the involved teachers are eligible for a stipend of \$8.73 per extra student per period (high school) or \$8.73 per extra student per half day (elementary) paid retroactively to the first day of the overload.

Kindergarten	25
1 <sup>st</sup> - 3 <sup>rd</sup> <sup>th</sup>	26
4 <sup>th</sup> - 6 <sup>th</sup>	28
7 <sup>th</sup> - 12 <sup>th</sup>	30
Excluding PE and Band	

The District reserves the right to take other action considered to be appropriate, including transferring students to another class or forming another class by dividing the original class.

**14. Health Insurance Plan.** The District proposes to modify Sections 21.1, 21.2, 21.3, and 21.9 to read as follows:

21.1 Health Insurance

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Modify Plan A to read as follows”

**Plan A**

**MESSA Choices II XVA2 with preventative care included**  
**\$100/200 Deductible**  
**\$10/20 RX**

(MESSA Super Care I with \$100/\$200 deductible, \$10/\$20 RX co-pay and Preventive Care Rider health insurance coverage will be offered for those who would prefer and those employees will pay the difference between the MESSA Choices Plan set forth above and Super Care I with \$100/\$200 deductible, \$10/\$20 RX co-pay and Preventive Care Rider coverage. The election for the Super Care coverage can only be added or dropped during the open enrollment period.)

MESSA/DELTA Dental E (80-80)  
Class I and Class II per person annual maximum-\$1,000  
Orthodontic Rider 007 - \$1,300 Maximum  
Internal and external coordination of benefits

MESSA VSP 2 Vision Program  
Internal and external coordination of benefits

MESSA Negotiated Term Life Insurance in an amount of \$10,000  
with AD & D and waiver of premium.

**MESSA LTD 66 2/3% of Maximum Eligible Salary**  
**30 calendar days, modified fill, \$3,000 maximum**  
**COLA No**  
**Alcohol/Drug - Two years**  
**Mental/Nervous - Two years**  
**5% Minimum Payout**

- Pre-existing Limits waived**
- Family Social Security Offset**
- No Survivor Income**
- No Freeze or Offsets**
- No Educational Supplement**
- Two year own occupation**

**[The extra payment for those electing Super Care I coverage shall be effective upon the effective date of the change]**

21.2 Teacher not electing Plan A will select PAK Plan B identified below for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family (as defined by MESSA).

Plan B

MESSA Delta Dental Plan – Same as Plan A

MESSA Vision Care Plan – Same as Plan A

MESSA Life Insurance – Same as Plan A

MESSA Long Term Disability Plan – Same as Plan A

The Board shall pay 95.5% of the total insurance premium for the MESSA insurance program identified as Plan B for a full twelve (12) month period for each year of this agreement for the teacher and their entire family (as defined by MESSA). Each teacher shall make a co-payment for this insurance coverage in an amount of 4.5% of the total insurance premium. This co-payment shall be made by reducing the teacher's annual salary as set forth on the Salary Scheduled listed in Appendix A by an amount equal to that employee's obligatory co-payment for this insurance coverage. This reduction of salary shall be prorated according to the number of pay periods per annum.

21.3 Teachers electing Plan B shall receive a cash option in lieu of health benefits, which complies with Section 125 Cafeteria Plan of the Internal Revenue Code. An open enrollment period shall be provided whenever contribution subsidy amount changes for the groups. The cash amount shall be the following amounts per month:

2007-2008 \$500

2008-2009 \$525

21.9 The Board shall provide to the teacher assigned less than a full workload the same insurance coverage offered to a full time teacher on pro-rata basis. A half time teacher receives half time benefits.

**15. Calendar.** The 2007-2008 and 2008-2009 calendars shall be as set forth on the attached.

**16. lump sum payment.** All teachers actively employed as of June 30, 2007 and the two teachers on District imposed layoff (Grimes, Mertin) shall be paid a lump sum payment of \$250.00. (Mertin gets only \$125 due to half year work)

**17. 2008-2009 Proposal.** A third year will be added to the contract covering the 2008-2009 school year. In 2008-2009 a 1.50% increase will be given to all steps on the scale and step increases will be given to all eligible employees.

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**Walkerville Public Schools  
-and-  
WEA**

**Summary of Tentative Agreements reached as of August 17, 2007**

1. **Regular working hours.** Modify 13.2 to read as follows:

13.2 Teachers shall report at 7:50 a.m. and shall conclude the workday at 3:05 p.m. During this time teachers will have a minimum of 45 minutes of preparation time which will not be scheduled for administrative or teaching activities. On half days, the teacher shall conclude the workday at 11:35 a.m. Contractual time outside the student day shall be duty-free and will not be counted towards planning time.

2. **Court Appearances.** Add new paragraph 16.6.2 to read as follows:

16.6.2. Court appearance as a witness in any cause directly connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding, when testifying in the school's behalf shall not result in any loss of pay for the teacher.

3. **Telephone Numbers.** Modify 22.1 to read as follows:

22.1 Teachers shall be informed of a telephone number that they must call before 6:45 a.m. to report unavailability for work.

4. **Homebound teaching duties.** Modify 23.6 to read as follows:

23.6 Teachers performing homebound teaching duties shall be compensated at an hourly rate \$17.50 and shall be reimbursed for mileage at the IRS mileage rate per mile from the school to the residence of the homebound student and back.

5. **403B plans.** Add new 23.8 to read as follows:

23.8 The District will continue to make available all current 403B plans for which the District is currently forwarding teacher contributions. The District may restrict new enrollments in any plan that drops below two employees.

6. **Temporary Assignments.** Modify 14.4 to read as follows:

14.4 Since pupils are entitled to be taught by teachers who are working within their area of competency, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification, or where applicable the teacher's highly qualified status as defined by Federal statute (ESEA/NCLB Act of 2001 as amended, 20 USC 6301 et seq. and related Michigan Department of Education regulations.)

7. **Certifications and qualifications.** Modify Article XIX, Section 19.4 to read as follows:

19.4 Any teacher may apply for any vacancy provided the teacher has the necessary certification and qualifications therefore. Applicants shall be evaluated on the basis of:

a. Seniority,

b. **Qualification - In order to be qualified for a position the teacher must have a major or minor in the area to be taught, and/or advanced degrees in that area to be taught, and be a highly qualified teacher as that term is defined in Federal statute (ESEA/NCLB Act of 2001 as amended, 20 USC 6301 et seq. and related Michigan Department of Education regulations.) in the area to be taught.**

c. Teaching experience (in the particular subject matter or grade level),

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d. Certification

When qualifications and teaching experience are relatively equal, the applicant with the greater seniority shall be given first consideration provided he/she has been properly certified for the position.



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**Walkerville Public Schools**

**-and-**

**WEA**

**Summary of Tentative Agreements Reached on August 27, 2007**

3. **Parent-teacher conferences.** Modify 22.2 to read as follows:

22.2 Understanding the importance of parent teacher communication, teachers will respond to parental/guardian requests for information and conferences as soon as practicable. Situations may arise in which the teacher or parent/guardian may request the presence of the building principal at the conference. In this case, the conference will be scheduled at a time convenient to all parties.

4. **District Consolidation.** Add the following new section:

District Consolidation, Annexation or other form of reorganization. A decision to recommend the consolidation of the District with another school district, to consent to the District being annexed to another school district or to enter into any other form of school district reorganization is an educational matter over which the District has no obligation to bargain with the Association. The District agrees not to take action to approve the consolidation of the District with another school district, to consent to the District being annexed to another school district or enter into any other form of school district reorganization without providing the Association with at least thirty (30) calendar day's notice of the proposed reorganization, and will endeavor to provide at least seven (7) calendar days notice of the potential action prior to it being announced to the general public.

6. **Leaves of Absence.** Modify 17.1 to read as follows:

**17.1. Leaves of Absence.** The Board reserves the right to grant leaves of absence in its discretion in accordance with the following:

**D. Unpaid Personal Leave of Absence.** The District may in its discretion grant a teacher an unpaid personal leave of absence for reasons not covered by FMLA leave, disability leave or workers compensation leave. Requests for an unpaid personal leave of absence shall be submitted in writing to the Superintendent at least five (5) working days in advance of the date of the requested leave of absence. In emergency situations this timeline may be altered with superintendent approval. All requests shall state the reason for the leave and must be signed by the teacher. With the exception of leaves of absence for child care purposes, unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to one year. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary or benefits.

20.8. Laid off teachers desiring to remain on the District's recall list must advise the District of any changes to their certification status and changes to areas in which they are considered to be highly qualified teachers. Changes in a teacher's certification or areas in which they are considered to be highly qualified while on layoff do not affect a tenured teacher's recall status in regards to positions held by tenured teachers, but are applicable to recall rights for tenured teachers to positions held by probationary teachers.

**8. Bereavement Leave/Other Leaves.** Modify 16.2 to read as follows:

16.2. **Funeral Leave.** A maximum of three (3) consecutive work days leave shall be granted to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children, step-children, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, grandparents,

grandchildren or other person residing in the employee's household at the time of death.

**9. Calendar.** The 2007-2008 and 2008-2009 calendars shall be as set forth on the attached.

21.5 In the event a teacher is laid-off, terminated, resigns, or dies during the school year the health, dental and vision insurance programs set forth in Plan A or Plan B and the Negotiated Life insurance (excluding all salary protection plans) for the teacher and his/her family, (as defined by MESSA), shall be continued by the Board until the teacher has received the full pro-rata portion of the twelve (12) month insurance year earned at the same time of lay-off, termination, resignation or death.

21.6 The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period of each year this agreement even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association, and MESSA including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit. When necessary, contributions on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including application and claim materials.

**Letter of Agreement****Walkerville Board of Education  
And the  
WEA**

SUBJECT: Sick Bank Accumulation Re-credit

In that the parties have agreed to reduce the contractual sick bank accumulation from 180 days to a maximum of 90 days, the parties agree that each teacher currently employed by Walkerville Public Schools, including the teachers on lay-off status. Teachers who contributed sick days to the sick bank will have the teacher's sick leave accumulation re-credited with the days the teacher contributed to the sick bank. If a current teacher has not contributed to the sick bank in the past that teacher is not eligible for any portion of the 90 day reduction, and in no event shall any current teacher be credited with any more days than the teacher contributed to the sick bank. Any days not recredited to a teacher's accumulated leave account will be retained by the district.