

MASTER AGREEMENT

Between

THE WALKERVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION

and

THE WALKERVILLE EDUCATION ASSOCIATION

2004-2006

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Master Agreement	1
II	Purpose	1
III	Extent of Agreement	1
IV	Recognition	1-2
V	Association Rights	2-3
VI	Board Rights	3-4
VII	Teacher Rights and Protection	4-7
VIII	Grievance Procedure	7-9
IX	School Closures	9-10
X	Negotiations Procedure	10
XI	Payroll Deduction	10-12
XII	Teacher Evaluation	12-15
XIII	Working Conditions	15-17
XIV	Teaching Loads and Assignments	17-18
XV	Leave Pay	18-19
XVI	Bereavement Leave/Other Leaves	20
XVII	Unpaid Leaves	21
XVIII	Seniority	21
XIX	Vacancies, Transfers	22-23
XX	Layoff and Recall	23-24
XXI	Fringe Benefits	25-27
XXII	Miscellaneous Provisions	27-28
XXIII	Salary and Extra Duty Pay	28-29
XXIV	Duration of Agreement	30
	 Appendix	
	A Teachers Salary Schedule	31
	B Extracurricular Assignments	32
	Appendix B Duties	33

ARTICLE I

1.0 Master Agreement

- 1.1 This Agreement entered into this 1st day of July 2004, by and between the Board of Education of the Walkerville Public Schools District, hereinafter called the "Board" and the Walkerville Education Association, hereinafter called the "Association".

ARTICLE II

2.0 Purpose

- 2.1 This Agreement is negotiated pursuant to Act 379 of the Michigan Public Acts of 1965, to establish the wages, hours and terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE III

3.0 Extent of Agreement

- 3.1 This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof, may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- 3.2 It supersedes and cancels all previous agreements, verbal or written, or alleged practices between the parties, which are in conflict with this Agreement.
- 3.3 Any individual contract between the Board and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE IV

4.0 Recognition

- 4.1 The Board recognizes the Association as the sole and exclusive bargaining representative for personnel actively engaged in instruction.
- 4.2 The term "certification" as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education. "Valid Michigan teaching certificate" means those certificates issued pursuant to R390.1101, et. seq.

- 4.3 The term "regularly employed classroom teacher" as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teachers, guidance counselors and regularly employed classroom teachers on a part-time basis, specifically excluding from the bargaining unit substitute teachers, non-regularly employed part-time teachers, supervisory staff consisting of the teaching administrators and athletic director, superintendent and principal and all others.
- 4.4 The term "teacher" shall refer to all employees represented by the Association, as herein defined and masculine gender shall include feminine.

ARTICLE V

5.0 Association Rights

- 5.1 The Association shall have the right to use Board buildings at reasonable times and hours for teacher meetings outside their working day when the building is regularly covered by the custodial staff. Such use will be scheduled through the Superintendent or his designee. The Association will pay any extra maintenance or custodial cost incurred by such use.
- 5.2 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided it does not interrupt a teacher's assigned duty. Such visitation(s) during the normal school day shall be reported to the office of the Superintendent at the time of the visit.
- 5.3 The Association shall have the right to use Board equipment including computers and other duplicating equipment, calculators and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The parties will make every effort to produce said copies as expeditiously as possible. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.
- 5.4 The Association may use bulletin boards in rooms used as faculty rooms for Association purposes.
- 5.5 The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the Association President, all financial and

non-confidential personnel information relative to the District, excluding, however, any and all financial information or data which may be held not accessible to teacher bargaining units by any statute or state administrative or judicial body.

- 5.6 At the beginning of every school year, the Association will be credited with twelve (12) days to be used by teachers who are officers or agents of the Association; such use will be at the discretion of the Association. Four (4) days of the twelve shall be fully paid by the Board. The Association shall reimburse the Board for the remaining days at the daily substitute rate. The leave shall not exceed more than two (2) consecutive school days or include more than four (4) officers or agents of the Association at one time. It shall be expressly understood that these days shall not accumulate from one year to the next and may not be used for grievance hearings, but may be used for arbitration hearings. 48 hours notice shall be required.

ARTICLE VI

6.0 Board Rights

- 6.1 The Board on its own behalf and on behalf of the electors of the School District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the School Code and the laws and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include within the working day, by way of illustration and not by way of limitation, the right to:



- a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
- b. Continue its right to adopt policies and practices of determining qualifications, assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing.
- c. Direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, assign work or duties to employees, determine the size of the work force and to lay off employees.

- 6.2 The Board recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities,

duties, and responsibilities, and hereby agrees to be bound by such limitations.

- 6.3 The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District and that the Board has the necessary authority to discharge all of its responsibilities.
- 6.4 In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. New teachers shall be assigned by the administration, a tenured teacher to act as a teacher coach.

ARTICLE VII

7.0 Teacher Rights and Protection

- 7.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher regularly employed by the Board shall have the right freely to join and support the Association for the purpose of engaging in lawful concerted activities for the purpose of collective bargaining or negotiations. The Board undertakes and, agrees that it will not directly or indirectly discourage, or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States.
- 7.2 No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Discipline shall be defined as oral warning, written reprimand, suspension, reduction in compensation, or discharge. Discipline shall be appropriate to the offense in all cases.
- 7.3 The Board agrees that it will not discriminate against teachers covered by this Agreement because of their race, creed, religion, color, national origin, age, sex, marital status, physical characteristics or handicap.

- 7.4 No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Board.
- 7.5 Before any meeting is called for the purpose of disciplinary action, the teacher shall be notified and shall be entitled to have present an Association representative.
- 7.6 A teacher shall have the right to review the personnel file. If the administration is to place complaints, disciplinary reports or letters of reprimand in the teacher's personnel file, the teacher will be given a copy of said complaint, reprimand or recordation of discipline at the time that a copy is placed in the teacher's personnel file. The administration shall have the right to require the teacher to sign a copy of the material at the time of entry. It is expressly understood that the signature thereon denotes only that the teacher has seen a copy of the material and does not necessarily mean that the teacher agrees to the content of the material.
- 7.7 Any case of an assault upon a teacher while performing school-related duties shall be promptly reported to the Board or to its designated representative. The Board shall provide counsel and shall render all reasonable assistance to the teacher in connection with handling of the incident. Time lost by a teacher in connection with any incident mentioned in this 7.7 section shall not be charged against a teacher.
- 7.8 If any teacher is complained against or sued by reason of disciplinary action that is of a reasonable nature taken by the teacher against a student, the Board may provide legal counsel and render all necessary assistance to the teacher in his defense.
- 7.9 Teachers shall exercise care with respect to the safety of pupils and property but shall not be individually liable, except in cases of neglect of duty, for any damage or loss to person or property.
- 7.10 Acceptable Use of Internet.
- a. The parties recognize that the Internet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment related, and Association endeavors.

- b. Bargaining unit members' use of the Internet is appropriate under all of the following circumstances:
1. support of the academic program;
 2. telecommunications;
 3. Association activities; and
 4. Reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.
- c. Bargaining unit members agree that the Internet may not be used for commercial for profit purposes.
- d. The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article VIII), Just Cause (Section 7.2), Association Rights (Article V), Teacher Evaluation (Article XII), Working Conditions (Article XIII), and Teaching Loads and Assignments (Article XIV), remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet use do not supercede any of the other provisions of this Agreement.
- e. The parties agree that use of the Internet is not mandatory for bargaining unit members.
- f. Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet will meet any specific requirements or that they will be error free or uninterrupted.
- g. The parties agree that bargaining unit members will be released from liability for inappropriate acts committed by a student with regard to the Internet included, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.
- h. The Employer agrees not to cease a bargaining unit member's use of the Internet due to an unintentional violation of this Article.
- i. The parties agree that proficiency, or lack thereof, in the use of the Internet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member.
- j. Bargaining unit members shall not be disciplined for a student's misuse of the Internet.

- k. The Employer agrees to provide notice to a bargaining unit member of complaints made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co-workers, and third parties.
- l. Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by a virus.
- m. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
- n. The Employer will provide each bargaining unit member with a password for accessing the Internet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members passwords. The Employer agrees to keep bargaining unit member's passwords confidential.
- o. The Employer agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.

ARTICLE VIII

8.0 Grievance Procedure

8.1 A grievance is a claim by a teacher or group of teachers or by the building representative that there has been a violation or misapplication of any provision of this Agreement.

a. "Days"

"Days" as used in this article shall mean days when school is in session. In the event the school is in summer recess, holiday or vacation, days shall mean Monday through Friday except legal holidays.

8.2 Step One

Within five (5) work days from the time the grievance is reasonably known to exist, a teacher or group of teachers or the building representative shall request a meeting with his/her immediate supervisor in an effort to resolve the matter. The teacher shall have the right to have an Association representative present at this meeting. If the

grievance(s) is/are not satisfied with the result(s) of the meeting, he/she may formalize the grievance in writing and present it to his/her immediate supervisor. The immediate supervisor shall have five (5) workdays to resolve the grievance after he/she receives it in writing.

8.3 Step Two

If a grievance is not resolved at Step One, the written grievance shall be submitted to the Superintendent within ten (10) days of the meeting in Step One. The Superintendent shall within ten (10) days of receipt of the grievance render a written decision. A copy of this decision shall be sent to the grievant(s) and to the Association.

8.4 Step Three

If the Association is not satisfied with the disposition of the grievance at Step Two, it shall transmit the written grievance to the Board of Education or its designee within ten (10) days, after receipt of the Step Two decision. At the Board's next regularly scheduled meeting or within fifteen (15) days, the Board or committee thereof or the Board's designee(s) shall meet with the Association on the grievance. Within ten (10) days of that meeting, the Board or its designee shall render a written decision with copies to the Association and to the grievant(s).

8.5 Step Four

If the Association is not satisfied with the disposition of the grievance at Step Three, it may within ten (10) days after receipt of the Board's decision submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the decision of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The Association and the Board shall share the fees and expenses of the arbitrator equally. The arbitrator's decision shall be consistent with the terms of this Agreement and the arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this

Agreement either directly or indirectly. Matters subject to the provisions of the Teacher Tenure Act (including, but not limited to, the discharge or demotion of a tenured teacher) shall also not be subject to the arbitration procedures established in this Agreement and, accordingly, the arbitrator shall have no power or authority to rule on these matters; provided, however, that this shall not apply to disciplinary action which is less than discharge or demotion of a tenured teacher. The arbitrator shall also have no power or authority to rule upon any grievances considered settled.

8.6 Miscellaneous

8.6.1 Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.

8.6.2 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible thereafter.

8.6.3 In the event that a probationary teacher advances a grievance to step four on the issues of discipline or termination, the arbitration fee shall be paid 75% by the union and 25% by the board.

ARTICLE IX

9.0 School Closures

9.1 Scheduled days which are not held because of conditions not within the control of school authorities, such as, but not limited to, inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by city, county or state health authorities) may be rescheduled to insure the district meets 180 days of student instruction and five (5) days of professional development. Teachers will receive their regular pay for the cancelled days but shall work any rescheduled time with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included in this agreement. Professional Development days will be rescheduled at the agreement of the parties.

The Parties agree that this contract provision has been negotiated with the intention of complying with the provisions of the State Aid Act and to insure that the district will incur no loss of state aid. Further, the parties recognized the school district's obligation to comply with requirements set forth by the State Board of Education respecting the amount of "student instruction" time, as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost student instructional time to insure the minimum amount of instructional time mandated by the Department of Education. Teachers shall receive no additional compensation for such rescheduled time. Make-up time will be at the end of the school year.

ARTICLE X

10.0 Negotiations Procedure

- 10.1 At least sixty (60) days prior to the expiration of this agreement, the parties will likewise begin negotiations for a new contract.
- 10.2 If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- 10.3 There shall be two (2) signed copies of the final Agreement. One copy shall be retained by the Board and one by the Association.
- 10.4 The Board will pay all costs of publication of the Agreement and provide each teacher with a copy. The Board shall also provide the Association the document in an electronic format. Additional copies will be supplied at no cost.

ARTICLE XI

11.0 Payroll Deduction

- 11.1 Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that

policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph 3 and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. It is understood that the Association shall have the right to compromise claims that may arise under this save harmless clause.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs 2 and 3 have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

11.2 The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy (a copy of which is attached to this Collective Bargaining Agreement), and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

11.3 The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the

teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of paragraph 3 shall apply equally. In the event the Association seeks discharge of the bargaining unit member, if mandatory deduction is not permitted by law.

- 11.4 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

ARTICLE XII

12.0 Teacher Evaluation

- 12.1 The work performance of all teachers shall be evaluated in writing. Tenure teachers shall be evaluated at least once every three (3) years. Probationary teachers shall be evaluated not less than three (3) times during the school year; one of which will be the annual year-end performance evaluation. The annual year-end evaluation will include an assessment of the teacher's progress in meeting the goals set in his/her individualized development plan, and shall be based upon at least two (2) classroom observations conducted not less than sixty (60) days apart, unless the teacher and the employer agree to a shorter observation interval.

The teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the

teacher's work, who shall be designated by the Board, shall conduct the evaluations.

- 12.2 Within thirty (30) days after their initial employment, probationary teachers shall be provided with an individualized development plan. The Employer shall prepare this individualized development plan after consultation with the probationary teacher. The Employer shall update the individualized development plan prior to the start of each probationary year of employment.
- 12.3 At least two (2) but not more than five (5) days prior to the teacher's formal observation the evaluator shall meet with the teacher for a pre-observation conference. The purpose is to mutually coordinate the observation schedule and review curriculum units and instructional strategies. Also, at this meeting the evaluator will review expectations based on the evaluation criteria as outlined in the evaluation form and inform the teacher if there are any specific elements of the evaluation criteria that the evaluator will be concentrating on. Additionally, for those teachers who have an IDP, the evaluator shall review those expectations
- 12.4 Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. Formal observations will not normally occur the first or last two (2) weeks of school or on days where special school events or activities are scheduled. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- 12.5 A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth, and shall include specific ways to improve any deficiencies and standards of performance.
- 12.6 A copy of a probationary teacher's annual year-end evaluation will be furnished to the Superintendent. If the report contains a recommendation that the probationary teacher be denied tenure or not continued in employment for the following school year, the teacher shall have an

opportunity to discuss the recommendation with the Superintendent.

- 12.7 A mentor teacher shall be assigned in accordance with the following:
- a. Each bargaining unit member in his/her first year three (3) years shall be assigned a Mentor. Such mentor will be mutually agreed upon by the Administration, Bargaining Association, potential mentor and the mentee.
 - b. The Mentor shall be a tenured member of this bargaining unit, or in the case of employees excluded from coverage under the Tenure Act, the Mentor shall have at least four (4) years seniority. If there is not a mutually agreed upon qualified bargaining member volunteer, the district may fill the mentoring assignment from any source, however, when a teacher volunteer is available the mentor assignment will be changed at the next semester or a time agreed between the parties (Administration, Mentee, and Mentor).
 - c. A mentee shall only be assigned to one (1) Mentor at a time and a Mentor shall only be assigned no more than two (2) Mentees at a time.
 - d. The Mentor assignment shall be for one (1) year subject to review by the Mentor, Mentee, Administration and Bargaining Association. The appointment may be renewed in succeeding years. A mentee shall be assigned to a different Mentor at any time such request is made by either the mentee or the Mentor.
- 12.71 Confidential Relationship: Neither the Mentor nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor shall not be called as a witness by the Administration or the bargaining association in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor.
- 12.72 Mentor Release Time: Upon request, the District shall attempt to make available reasonable release time so the Mentor may work with the Mentee in his/her assignment during the regular workday.
- 12.73 Compensation: Each Mentor Teacher shall be paid three hundred dollars (\$300), in one lump sum at the conclusion of each school year, for each assigned Mentee.

12.74 Training:

- a. When assigned as a Mentor, any bargaining unit member who has not previously received initial training shall be given initial training in the teacher induction process.
- b. Upon being hired, each new bargaining unit member shall receive training in the teacher induction process.

12.8 On the basis of the administration's evaluation, a teacher will be informed of his/her deficiency, if any, and possible solutions to improve the deficiency.

12.9 If the teacher feels that the evaluation was done at an unfavorable time or that the evaluation was unfair in any way, he/she may request a re-evaluation.

12.10 The written evaluation shall contain a section designated for teacher response, where the teacher may respond in writing as to any disagreements he/she may have concerning the evaluation.

12.11 Teachers shall be notified at least two (2) workdays in advance, but *no more than five (5) workdays* in advance of a formal observation.

12.12 The form of the written evaluation shall be one that is jointly developed/approved by both the Board of Education and the Association.

ARTICLE XIII

13.0 Working Conditions

13.1 The regular school workday for all teachers shall be no more than seven (7) hours including one-half hour (30 minutes) duty-free lunch period.

2005-06 The regular school workday for all teachers shall be no more than seven and one-quarter hours (7 hours 15 minutes) including one half hour (30 minute) duty-free lunch period.

13.2 Teachers shall report at 8:00 a.m. and shall conclude the workday at 3:00 p.m. During this time teachers shall have a minimum of 45 minutes planning time, which shall not be scheduled for any administrative or teaching activities. On half days, the teacher shall conclude the workday at

11:30 a.m., or whatever constitutes a credit for a day of instruction per State guidelines.

2005-06 Teachers shall report at 7:50 a.m. and conclude the workday at 3:05 p.m. During this time, teachers shall have a minimum 45 continuous minutes planning time, which shall not be scheduled for any administrative or teaching activities. On half days, the teachers shall conclude the day at 11:35 a.m. Contractual time outside the student day shall be duty-free and will not be counted toward planning time.

- 13.3 The administration may schedule no more than five (5) meetings per semester, per building, to begin no later than 3:15 p.m. and adjourn no later than 4:15 p.m. No more than two (2) meetings per month will be scheduled. Meetings cancelled due to conditions not within the control of school authorities will be rescheduled at a mutually agreed upon time. Exceptions may be made for those involved in scheduled extracurricular contests.
- 13.4 Without notice to, and consent of, the Association and the individual teacher, no teacher may be assigned to more than 5 hours and 35 minutes student contact hours, including recess duty.
- 13.5 There shall be no exceptions or departures from the agreed upon schedules or other requirements of this Article without the prior written agreement of the Association, except in the case of an emergency as provided for in Article IX of this Agreement.
- 13.6 The Board agrees to keep the schools and other District facilities maintained and equipped with instructional materials and equipment.
- 13.7 The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom.
- 13.8 The Board shall provide:
- a. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - b. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities.

13.9 The Board agrees to make available adequate typing, duplicating, stencil, and a copying machine to aid teachers in the preparation of instructional material.

ARTICLE XIV

14.0 Teaching Loads and Assignments

14.1 The following class size shall be considered as maximum:

Kindergarten - 20: if over and up to 28, a full-time aide will be provided.

1st 2nd 3rd Grades - 25: if over and up to 30, a half-day aide will be provided.

4th 5th 6th Grades - 30 - a half-day aide may be provided for up to 35 students.

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.

7th - 12th Grades - 30 - with the exception of Physical Education and Drivers Training which will allow 35 pupils per teacher, and Band which will allow all senior band members.

14.2 In case of a class overload, the following will be done within 10 days after the overload:

- a. Transfer students to another class.
- b. Form another class by dividing the original class.
- c. Whenever class size limits as follow are exceeded, the involved teachers are eligible for a stipend of \$8.73 per student per period (high school) or \$8.73 per student per half day (elementary).

Kindergarten	28
1 st -12 th	30
Excluding PE and Band	

14.3 In the event a split class exists, the class size will be the maximum of the lower grade.

- 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 of their major or minor field of study.
- 14.5 Teachers who will be affected by a change in class or grade assignments will be notified and consulted as soon as practicable, but prior to July 30. Changes in scheduling thereafter can be made only with the consent of the teacher.
- 14.6 In case of unexpected absence, each teacher is to have a substitute file in the principal's office.
- 14.7 Yearly teacher instructional objectives are to be written and turned in to the Superintendent's office on or before the Monday of the sixth (6th) week of instruction.

ARTICLE XV

15.0 Leave Pay

15.1 Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Paid sick leave will be earned by full time employees at the rate of 10 days per year. New teachers who commence work after the first day of school will receive a pro-rated paid sick leave at the rate of one (1) day per eighteen (18) days of employment. Part time teachers, which would include all teachers less than full time would receive paid sick leave pro-rated at the rate of their employment. For example, a half time teacher would receive ten half days.
- (b) Present accumulated sick leave shall be retained. The Board shall furnish each member with a written statement at the beginning of each school year setting forth the total sick leave credit. Teachers whose employment with the District ends after the completion of at least five (5) years of teaching at Walkerville Schools will be paid for up to 180 days of their accumulated but unused sick leave at the rate of Thirty-Five Dollars (\$35.00) per day.

- 15.2 A teacher shall contribute two (2) days of the foregoing sick leave allowance to a common bank, with an accumulation of up to 180 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. The two (2) days contributed to the bank may be withdrawn if the need is shown.
- 15.3 The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total sick leave credit.
- 15.4 Any teacher who is absent because of any injury occurring on the job or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary and fringe benefits until the Board has paid in money the equivalent of the salary which would be paid for by his accumulated sick leave days. The difference will be figured on a twelve-month pay schedule.
- 15.5 Teachers will be granted up to their accumulated sick leave for maternity purposes, illness or injury, including that of immediate (children, spouse, mother, father) family members, if desired.
- 15.6 A teacher shall be able to use three (3) sick leave days each school year for personal leave days. Personal leave days shall not be deducted from sick days for teachers who are on or beyond the twelfth (12th) step. Personal leave days may be taken by a maximum of three (3) staff members, to be determined by the association, the day before or the day after a vacation period.
- 15.7 Both the Board and the teachers agree to abide by the Family Medical Leave Act. Accumulated sick time must be used during FMLA.
- 15.8 Additional state or district required in-service days shall be compensated at a rate of .56% of teachers respected salaries. ($\text{Salary}/180 = .0056$). Additional required meetings, beyond regular contracted hours, will be compensated at 0.08% ($.0056/7$).

ARTICLE XVI

16.0 Bereavement Leave/Other Leaves

16.1 Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

16.2 A maximum of three (3) days for a death in the immediate family (or over three (3) days with the approval of the administration) which refers to the immediate family consisting of parents, spouse, parents of spouse, children, grandparents, grandchildren, brothers, sisters, or any other person(s) living in the same household as the employed.

16.3 The teacher may attend the funeral of any person as a matter of personal business. If the teacher has exhausted all personal business leave then the Superintendent and the teacher may arrange for the granting of additional leave time at the discretion of the Superintendent.

16.4 A teacher may request up to two (2) professional leave days per person to attend conferences in the teachers field of study. If the administration approves the request, reasonable expenses will be paid upon presentation of appropriate vouchers.

16.5 Seniority shall be accrued during any period of paid leaves.

16.6 Jury duty/court appearance

16.6.1 When a teacher is called for jury service, any pay for jury duty must be submitted by the teacher to the school or the teacher will forfeit regular pay for that time.

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.

ARTICLE XVII

17.0 Unpaid Leaves

17.1 Teachers desiring a leave of absence without pay may apply to the Board of Education in writing at least two (2) Board meetings in advance of the beginning of the leave setting forth the reasons for the leave of absence and how it will be beneficial to the Walkerville School system to grant said leave of absence. The leave of absence request shall also state the requested beginning and ending date of the leave of absence. The Board of Education may grant said leave of absence up to a period of one (1) year. The teacher shall submit a letter of intent to return to teaching to Walkerville School system no later than one (1) week prior to the regularly scheduled May Board meeting of the year in which the leave is granted. The teacher shall be guaranteed a job at the end of his/her leave, unless staff reductions were made in accordance with section 20.1. The letter of intent so sent will allow proper notice to the teacher in the position as a result of the leave of absence.

ARTICLE XVIII

18.0 Seniority

18.1 Seniority for all purposes under this Agreement shall be defined as continuous service since the first day worked as a regularly employed teacher in this school system. A teacher shall lose seniority upon resignation, retirement, or discharge for just cause. Refusal of a position equal to or greater than the position from which the teacher was laid off will result in loss of seniority.

18.2 A seniority list consistent with this Agreement shall be prepared by the administration and shall be transmitted to the Association and each teacher by September 30 of each year of this contract. All teachers shall be ranked on the list in order of first day of work in Walkerville School District as set forth in 18.1. In the event more than one teacher has the same first working day, their relative seniority shall be determined by a drawing conducted by the administration and witnessed by the affected teachers and Association representative(s).

18.3 Revisions of the seniority list, if any, will be transmitted to the Association.

ARTICLE XIX

19.0 Vacancies, Transfers

19.1 The term vacancy as used herein shall mean a position that currently exists and no teacher has a right to claim.

19.2 Vacancies shall be posted for at least seven (7) working days in the faculty workrooms with a copy thereof sent to the Association President before being permanently filled.

19.3 During the summer months when regular school is not in session, vacancies will be posted in the office of the superintendent and copies will be mailed to all teachers. It shall be the responsibility of teachers to leave a summer mailing address for this purpose, and the Association will reimburse the Board for the postage involved. The vacancy will remain posted at least ten (10) days and the posting will include a date by which applications must be received.

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

- a. Seniority,
- b. Qualification - major or minor in the area to be taught and/or advanced degrees in the area to be taught,
- c. Teaching experience (in the particular subject matter or grade level),
- 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.

19.5 The Board may fill a vacancy on a temporary basis during the posting period and pending the evaluation of applicants, or, for no more than the completion of the school year when required to maintain efficient operations of the School District.

19.6 A "transfer" shall be defined as either a voluntary or involuntary move from one teaching position to another within the bargaining unit.

- 19.7 A request by a teacher for voluntary transfer may be made at any time. Such requests shall be made in writing to the Superintendent stating the position sought and the applicant's qualifications.
- 19.8 When transfers are to be made, all voluntary requests for transfer from teachers already employed in the system will be considered first.
- 19.9 It is hoped that involuntary transfers can be minimized. If an involuntary transfer is necessary, the least senior teacher having the applicable certification and qualification will be the first teacher transferred.

ARTICLE XX

20.0 Layoff and Recall

- 20.1 No teacher shall be laid off unless there is a decrease in student enrollment, reduction in revenues, or decrease in course offerings.
- 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 pink slips 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.

- 20.3 Certification shall be defined as possessing a valid Michigan provisional, permanent, or continuing certificate.
- 20.4 In the event of a layoff in accordance with the above, the individual teacher will be given thirty (30) calendar days written notice prior to the effective date of layoff. Said notice will be sent either by mail or by personal service upon the employee. If personal service is made, two (2) copies must be signed and dated by both parties. All individual contracts will be made subject to the terms of this Article.
- 20.5 All teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.
- 20.6 The recall of all teachers shall be in the inverse order of layoff. A vacancy shall first be offered to the most senior qualified bargaining unit member on layoff. "Qualified" shall be as defined in 20.2 above.
- 20.7 No new teacher shall be employed by the Board while there are teachers on layoff unless those on layoff are not certified and qualified as herein defined to perform the work; provided, however, that no teacher shall have recall rights for a period of more than three (3) years.
- 20.8 Changes in a teacher's certification while on layoff shall not affect the teacher's status during a layoff period.
- 20.9 The Board shall contact personally or give written notice of recall from layoff by sending a registered or a certified letter to said teacher, with a copy sent to the Association president. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher has thirty (30) days to respond from time of notification.
- 20.10 Refusal or acceptance of a position that is less than a position comparable to the one previously worked shall not affect a teacher's recall rights to a full time position. A teacher who is under contract with another public school at the time of the recall shall retain his/her recall rights if he/she does not accept a recall to a position when offered, provided he/she is available to accept a position the following start of each school year.

ARTICLE XXI

21.0 Fringe Benefits

21.1 Health Insurance

Each member shall make a co-payment for MESSA coverage in accordance with their status as FAMILY or SINGLE coverage, with the EA co-payment obligation remaining the same (4.5%).

The Board shall provide at a cost of 95.5% of the total premium to the teacher the MESSA PAK Program 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). The Board shall sign an employer Participation Agreement.

The Salary Schedule listed in Appendix A shall be the schedule by which each employee shall be compensated annually. However, an employee's salary shall be reduced by an amount equal to that employee's obligatory co-payment of fringe benefit premiums as listed in Article XXL. Such reduction of salary shall be prorated according to the number of pay periods per annum.

Plan A

MESSA Super Care I Health Insurance

\$100/200 Deductible

\$5/10 RX

Preventive Care Rider

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 with AD & D and waiver of premium. An amount of \$10,000.

21.2 Teacher not electing MESSA PAK Plan A will select MESSA 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 E (80-80)
 Class I and Class II per person annual maximum -
 \$1,000
 Orthodontic rider 007 - \$1,300
 Internal and external coordination of benefits
 MESSA VSP 2 Vision Program
 Internal and external coordination of benefits
 MESSA Negotiated Term Life Insurance with AD & D and
 waiver of premium. An amount of \$10,000.

21.3 Teachers electing MESSA PAK Plan B shall receive a cash option in lieu of health benefits, which complies with Section 125 Cafeteria Plan of the Internal Revenue Code. The cash amount shall be equal to the monthly premium for Oceana County Member only rate for MESSA Super Care 1. An open enrollment period shall be provided whenever contribution subsidy amount changes for the groups.

2004-2005	95.5%
2005-2006	95.5%

21.4 If a teacher becomes eligible for Medicare and elects Medicare in lieu of MESSA Super Care I protection, Medicare Part B premiums shall be paid by the Board on behalf of the teacher; spouse and/or dependents as defined by the underwriter.

21.5 In the event a teacher is laid-off, terminated, resigns, or dies during the school year MESSA Super Care I and/or MESSA Limited Medicare Supplement, Life Dental, Vision Care and 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, commencing 7-1-04 and ending 6-30-06 even though the teacher may not be returning the next school year. The Board shall sign an Employer Participation Agreement. 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.

- 21.7 The Board shall provide without cost to the teacher or to the Association all services necessary, including payroll deduction, to enable the teacher to participate in all programs to which he/she may be entitled.
- 21.8 In the event any benefit legislation is enacted that would affect the benefits and/or delivery system of those benefits in the agreement, both parties would agree to meet and negotiate over the impact of such legislation on the benefit package contained in this agreement.
- 21.9 The Board shall provide to the teacher assigned less than a full workload the same MESSA PAK insurance coverage offered to a full time teacher on pro-rata basis. A half time teacher receives half time benefits.

ARTICLE XXII

22.0 Miscellaneous Provisions

- 22.1 Teachers shall be informed of a telephone number they must call between 6:00 a.m. and 6:45 a.m. or before 10:00 p.m. the preceding night to report unavailability for work.
- 22.2 Parent-teacher conferences are to be arranged at a time agreeable to both parent and teacher. A teacher is under no obligation to talk with a parent who has not made a request for a conference through the principal.
- 22.3 Since the classroom teacher is in the best position to determine whether a child is in need of retention or not, it is strongly urged that the teacher's judgment be given first consideration in this matter if he/she has followed administrative guidelines.
- 22.4 The Association shall have the right to negotiate on all aspects of the school calendar. A copy of the calendar shall be included in the Agreement. There shall be no deviation from or change in the calendar except as provided for in the Agreement or agreed upon by the Board and the Association.

22.5 Teachers teaching less than full-time shall receive salary and benefits based on the percentage they work of a seven-hour work day times their appropriate step; a work day being considered 8:00 a.m. to 3:00 p.m.

22.6 There shall be an established curriculum and textbook committee made up of two secondary teachers and two elementary teachers. The committee shall make suggestions and advise the Board through the Superintendent's office on such matters as the grading system, the courses to be offered, and the philosophy of education as concerns the course selections offered in the school system, the use of textbooks, the periodic change of such texts, and the supplementary material which the school should own.

ARTICLE XXIII

23.0 Salary and Extra Duty Pay

23.1 Class sponsors, after missing two class functions, will have twenty dollars (\$20) deducted from their salary for each function missed. Beginning with the third function, a substitute will receive the twenty dollars (\$20) payable at the end of the school year. Class sponsors will receive their salary at the end of the school year.

23.2 Persons involved in extracurricular activities will receive their compensation on the first pay period following the completion of the activity.

23.3 In accordance with the terms of Public Act 244 of the Public Acts of 1974, the Walkerville Board of Education will pay into the Michigan Public School Employees Retirement Fund as required by law.

23.4 Longevity: Eligibility for longevity is based on years of service as a certified teacher for Walkerville Public Schools only. Longevity pay will be calculated and spread beginning the first pay of the current contract. Longevity pay will be based on years of service attained during the current school year.

Longevity Payments:

- 16th through 20th year of employment-
\$250 added to step 15
- 21st through 25th year of employment-
\$500 added to step 15
- 26th through 30th year of employment-
\$750 added to step 15

31st and beyond years of employment—
\$1000 added to step 15

- 23.5 Workshop/In-service: The Board shall pay a stipend of \$45.00 per workshop/in-service attended by teachers outside of the regular contracted workday with the approval of the administration.
- 23.6 Teachers performing homebound teaching duties shall be compensated at an hourly rate \$17.50 and be reimbursed for mileage at the rate of \$0.28 per mile from the school to the residence of the homebound student and back.
- 23.7 A teacher shall be advanced to the BA+20 column of schedule A based upon receipt by the Superintendent of official transcripts or official written verification establishing that the teacher has completed at least 20 hours of credit after completing coursework required for the issuance of their initial teacher's certificate. These 20 hours of credit must be earned at an accredited institution in a planned program leading up to a Master's Degree in an education related field, in a planned program that will qualify the teacher for continuation of the teacher's teaching certificate; or other credits approved by the Superintendent provided that the other credits are related to the teachers' current assignment or are in an education related field. Advancement to the BA+20 or to Masters Credits column shall occur only at the beginning of the school year or at the beginning of the second semester year after the appropriate credit level or degree is reached but will not be implemented retroactively.

ARTICLE XXIV

24.0 Duration of Agreement

24.1 This Agreement shall be effective upon ratification and shall continue in effect until June 30, 2006.

AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Board of Education of Walkerville
Public Schools

By Unice Minkley, President

By Jeanne Z Warmuth, Secretary

Walkerville Education Association

By Michelle J Sweet, President

By Michelle J Sweet, Trustee

APPENDIX A

**SALARY SCHEDULE
2004-2005**

Step	BA	BA+20	MA
1	30678	31725	32783
2	32311	33471	34650
3	33944	35220	36518
4	35579	36966	38382
5	37397	38904	40447
6	39041	40661	42323
7	40682	42416	44202
8	42324	44171	46075
9	43966	45927	47952
10	46277	48382	50555
11	47938	50169	52467
15	49815	52122	54487

**SALARY SCHEDULE
2005-2006**

Step	BA	BA+20	MA
1	31291	32360	33438
2	32957	34141	35348
3	34623	35924	37248
4	36291	37705	39150
5	38145	39682	41256
6	39821	41474	43170
7	41495	43264	45086
8	43171	45055	46997
9	44846	46845	48911
10	47203	49350	51566
11	48896	51172	53517
15	50812	53165	55577

Appendix B Duties

It is understood that Schedule B duties are non-tenure assignments. Further, it is understood that traditionally the Board has hired coaches from outside the bargaining unit and that this practice is permissible to the Association. Both parties recognize that Schedule B duties are annual assignments made by the Board or its designated agent.

It is agreed between the Association and the Board that those employees employed in Schedule B duties during the previous school year shall continue in those positions during the next school year unless they resign or are notified by the Board or its designated agent that they are not to be reemployed for the same position at least sixty (60) days prior to the beginning of the duties, season or school years the case may be.

When vacancies occur, the board will post notice of vacancies at least in the teacher's lounge not less than ten (10) calendar days prior to permanently filling the position. The Board shall be free to accept applicants from both within and without the bargaining unit. When the Board shall determine that the qualifications of the applicants are equal, if one of the "equal" applicants is within the bargaining unit, the bargaining unit member will be given preference. It is understood that qualification for the Schedule B duties are within the discretion of the Board. If qualifications are not equal, the Board shall have the right to hire the most qualified applicant even though the applicant is not within the bargaining unit.

WALKERVILLE PUBLIC SCHOOLS

-AND-

WALKERVILLE EDUCATION ASSOCIATION

Letter of Understanding Regarding Miscellaneous Matters.

The parties are signatory to a collective bargaining agreement effective from ratification through June 30, 2006. In addition to the terms of that agreement, the parties agree as follows:

1. The salary levels called for during 2004-05 shall be paid retroactively to the beginning of that school year.

Walkerville Public
Schools

Uince Muckely
President

Jean F. Warrault
Secretary

Walkerville Education
Association

Michael A. Sweet
President

Michelle Sweet
Trustee