

41068

6/30/99

MASTER AGREEMENT

Between

THE WALKERVILLE RURAL COMMUNITIES SCHOOLS
BOARD OF EDUCATION

and

THE WALKERVILLE EDUCATION ASSOCIATION

Walkerville Rural Communities Schools

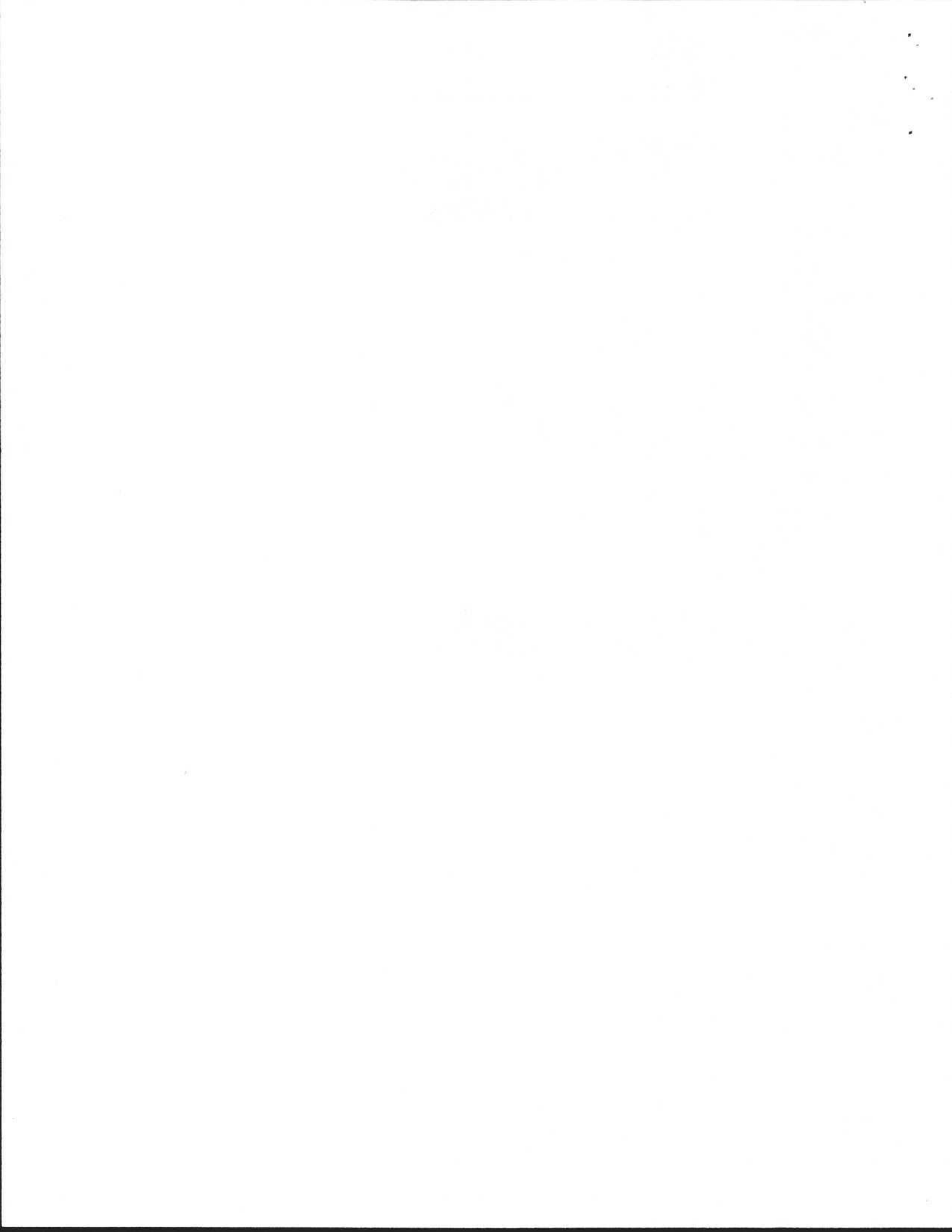
1997-1999

02520 (059)169751.1

Handwritten text in the left margin, possibly a page number or reference.

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	4-5
VIII	Grievance Procedure	5-7
IX	School Closures	7-8
X	Negotiations Procedure	8
XI	Payroll Deduction	8-10
XII	Teacher Evaluation	10-12
XIII	Working Conditions	12-13
XIV	Teaching Loads and Assignments	13-14
XV	Leave Pay	14-15
XVI	Bereavement Leave/Other Leaves	15-16
XVII	Unpaid Leaves	16
XVIII	Seniority	16-17
XIX	Vacancies, Transfers	17-18
XX	Layoff and Recall	18-20
XXI	Fringe Benefits	20-22
XXII	Miscellaneous Provisions	22-23
XXIII	Salary and Extra Duty Pay	23-24
XXIV	Duration of Agreement	25
	Appendix	
	A Teachers Salary Schedule	26
	B Extracurricular Assignments	27



ARTICLE I

1.0 Master Agreement

- 1.1 This Agreement entered into this 17th day of June, 1995, by and between the Board of Education of the Walkerville Rural Communities School 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. Any extra maintenance or custodial cost incurred by such use will be paid by the Association.

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 typewriters, mimeograph machines and other duplicating equipment, calculators, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. In the event the Association wishes to have photocopies involving Association business reproduced, the Association will schedule an appointment with the Superintendent or his designee for the reproduction of said materials. The parties will make every effort to produce said copies as expeditiously as possible.

The Association shall pay for the 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 nonconfidential 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 shall be credited with twelve (12) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. Three (3) 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 two (2) 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.

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 his 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.
- 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.

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 school is in recess due to a holiday or vacation, then 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) work days 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 fees and expenses of the arbitrator shall be shared equally by the Association and the Board. 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 The term "days" when used in this Article shall mean work days.
- 8.6.4 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 of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to insure that there are a minimum of 180 days of student instruction. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included with this Agreement.

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 number of "student instruction" days, 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 days of student instruction (attributable to the above conditions) to insure the minimum number of instructional days mandated by the Department of Education. Teachers shall receive no additional compensation on such rescheduled days. All make-up days will be at end of school year.

ARTICLE X

10.0. Negotiations Procedure

- 10.1 At least 120 days prior to June 30, 1997 midnight, the parties will begin negotiations for a new Agreement.
- 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 the Association with ten (10) copies. Each teacher will be provided with a copy.

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 which 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, applies 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 discharge of the bargaining unit member is sought by the Association, 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 years. Probationary teachers shall be evaluated not less than three 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 their 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.

- 12.2. Within thirty (30) days after their initial employment, each probationary teacher shall be provided with an individualized development plan. This individualized development plan shall be prepared by the Employer after consultation with the probationary teacher. The Employer shall update the individualized development plan prior to the start of each probationary year of employment.
- 12.2. Evaluations shall be conducted by 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. Mentor Teachers. The Employer shall assign a mentor to all new teachers who are in their first three (3) years of classroom teaching.
- 12.7. 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.

- 12.8 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.
- 12.9 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.
- 12.10 Teachers shall be notified at least two (2) work days in advance, but *no more than five (5) work days* in advance of a formal observation.
- 12.11 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 work day for all teachers shall be no more than seven (7) hours including one-half hour (30 minutes) duty-free lunch period.
- 13.2 Teachers shall report at 8:00 a.m. and shall conclude the work day 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.
- 13.3 The administration may schedule no more than one (1) meeting per month, per building, to begin no later than 3:15 p.m. and adjourn no later than 4:15p.m.. Exceptions may be made for those involved in scheduled extracurricular contests.
- 13.4 On Fridays and on all days preceding scheduled vacations, teachers will be free to leave upon the departure of buses.
- 13.5 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.
- 13.6 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.

- 13.7 The Board agrees to keep the schools and other District facilities maintained and equipped with instructional materials and equipment.
- 13.8 The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom.
- 13.9 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.
- 13.10 The Board agrees to make available adequate typing, duplicating, stencil, and mimeograph facilities 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, a teacher may be reimbursed as defined in Section 14.2
- 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.

- 14.2 In case of a class overload, the following will be done after the first official count day or within twenty (20) work days after the overload.
- a. Transfer students to another class.
 - b. Form another class by dividing the original class.

- c. Whenever the class size limits, as stated in Section 14.1 are exceeded, the involved teachers are eligible for a stipend of \$7.50 per student per day.
- 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 175 days of their accumulated but

unused sick leave at the rate of Twenty-five Dollars (\$25.00) 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, if desired.
- 15.6 A teacher shall be able to use two (2) sick leave days each school year for personal leave days. Personal leave days may not be taken the day before or the day after a vacation period.

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 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 which 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.

ARTICLE XXI

21.0 Fringe Benefits

21.1 Health Insurance

The Board shall provide at a cost of 96.32% 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

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 the following amounts to be spent on MESSA fixed options as determined by the association and any remaining dollars to be paid to the teacher by payroll. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amount change for the groups.

1997-98	\$206.03
1998-99	\$216.75

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 7-1-97 and ending 6-30-99 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 be half 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 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 The cheerleading coach shall be responsible for setting up all practices and seeing that there is supervision for the cheerleaders at all games.

- 23.2 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.

- 23.3 Persons involved in extracurricular activities will receive their compensation in a separate check at the end of the activity.

- 23.4 In accordance with the terms of Public Act 244 of the Public Acts of 1974, the Walkerville Board of Education will pay to the Michigan Public School Employees Retirement Fund, five percent (5%) of gross salary.

23.5 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.

- 23.6 Employees who have taught for fifteen (15) or more complete years in the Walkerville Rural Community Schools shall be paid three percent (3.0%) of Step 1 in the employee's respective column. Employees who complete their fifteenth year during a school year shall receive prorated longevity during that year, based upon the ratio of days remaining in the school year to the number of days in a complete school year.
- 23.7 Workshop/Insurance: The Board shall pay a stipend of \$35.00 per workshop/insurance attended by teachers outside of the regular contracted work day with the approval of the administration.
- 23.8 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.

ARTICLE XXIV

ARTICLE XXIV

24.0 Duration of Agreement

24.1 This Agreement shall be effective upon ratification and shall continue in effect until June 30, 1997.

AUTHORIZATION

1999

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

Board of Education of Walkerville
Rural Communitieschools

By Robert M. Fisher., President

By Alan C. Drain YIJ, Secretary

U

Walkerville Education Association

By (C) GrijyK CO. yij^64<*Ls., President

By Joan V. Austin.,

APPENDIX A

**SALARY SCHEDULE
1997-1998**

Step	BA	BA+2	0	MA
1	26005		26894	27790
2	27391		28375	29373
3	28776		29856	30956
4	30161		31338	32538
5	31548		32819	34121
6	32933		34300	35703
7	34319		35781	37285
8	35704		37262	38868
9	37089		38744	40450
10	38475		40226	42032
11	39856		41711	43614
15	40636		42517	44448

**SALARY SCHEDULE
1998-1999**

STEP	B A	B A + 2 0	M A
1	26785	27701	28624
2	28213	29226-	30254
3	29639	30752	31885
4	31066	32278	33514
5	32494	33804	35145
6	33921	35329	36774
7	35348	36854	38406
8	36775	38380	40034
9	38202	39906	41664
10	39629	41433	43293
11	41052	42962	44922
15	41855	43793	45781

APPENDIX B

Extracurricular Assignments

Compensation for extracurricular duties when filled will be as follows:

(Percentages indicated are a percentage of the first step of the B.A. column.)

Varsity Boys Basketball	12%
Varsity Girls Basketball	12%
Marching Band	10%
Varsity Volleyball	9%
Boys Jr. Varsity Basketball	8%
Girls Jr. Varsity Basketball	8%
Baseball	7%
Softball	7%
Boys Track	7%
Girls Track	7%
Cross Country	7%
Cheerleading	7%
Jr. Varsity Volleyball	6%
Jr. High Cross Country	4%
Jr. High Boys Basketball	4%
Jr. High Girls Basketball	4%
Jr. High Volleyball	4%
Jr. High Track	4%
Elementary Basketball	3%
Yearbook	1.5%
Student Council	1.5%
12th Advisor	1.5%
11th Advisor	1.5%
10th Advisor	1.5%
6th-9th Advisor	1%
Quiz Bowl	1%
Math Counts	1%

If activity is year long 1/2 will be paid at the end of each semester.

WALKERVILLE RURAL 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, 1997. In addition to the terms of that agreement, the parties agree as follows:

1. The salary levels called for during 1994-95 shall be paid retroactively to the beginning of that school year.
2. Both the Association and the Board agree to abide by the Family Medical Leave Act.
3. The Board and the Administration will agree to meet concerning the school calendar when the information becomes available from the ISD and West Shore Community College concerning vocational training.

Walkerville Rural
Communities Schools

John W. Bush
President

Joan V. Austin
Secretary

Walkerville Education Association

Robert L. [Signature]
President

Joan C. Blain