MASTER AGREEMENT

Between

THE WALKERVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION

and

THE WALKERVILLE EDUCATION ASSOCIATION

2025-28

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ARTICLE I

1.0 MASTER AGREEMENT

1.1 This Agreement entered into this 23th day of June 2025, 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.

3.4 All teachers employed by the Board for a regular teaching assignment must possess any and all certifications required in order to carry out any and all requirements of his/her position. Teachers shall provide the Administration with the necessary credentials as required by the State for proper accreditation and certification.

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 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 designated faculty rooms for Association purposes. It is expressly understood that the Board has the right to monitor such bulletin boards to determine the appropriateness of its contents.

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, as required by legal statute.

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, 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:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
2. 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.
3. 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 subject to all applicable laws.

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 mentor.

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 or freely not to join 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 for a reason that is arbitrary or capricious. Discipline shall be defined as oral reprimand, 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 his 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. A teacher may respond in writing as to any disagreements he/she may have concerning any documents placed in the teacher's personnel file. The response shall be attached to the referenced document.

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. The Board will consult with an assaulted teacher before determining the appropriate disciplinary action (including classroom return) for the student who committed the assault. 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.

1. 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.
2. 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.

3. Bargaining unit members agree that the Internet may not be used for commercial for profit purposes.
4. The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article VIII), Disciplinary Action (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 supersede any of the other provisions of this Agreement.
5. 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.
6. 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.
7. The Employer agrees not to cease a bargaining unit member's use of the Internet due to an unintentional violation of this Article.
8. Bargaining unit members shall not be disciplined for a student's misuse of the Internet.

9. 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.
10. Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by a virus.
11. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
12. 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.
13. 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.
14. The use of video or audio surveillance devices shall not be used in classroom settings without the agreement of the teacher involved. If the District's professional growth plan involves videotaping of a teacher's classroom performance for self-reflective purposes, the administration may openly and with at least 24 hours' notice video tape a lesson without consent provided the video tape is reviewed jointly and used for professional growth. Video tape obtained in this manner will be erased upon a teacher's request after the parties have reviewed the content. It is understood that the District's video surveillance devices are for building security and will not be utilized to monitor teachers, but may be utilized to document or dismiss the validity of observations or reported incidents.
15. Within thirty (30) days after their initial employment, probationary teachers shall be provided with an individualized development plan. The school administrator or designee shall develop, in consultation with the teacher, an individualized development plan that includes goals and training and is designed to assist the teacher to improve his or her effectiveness.
16. 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.

17. Mentor teachers shall be assigned in accordance with applicable state law and regulations.

    -Each bargaining unit member in his/her first 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.

-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 mutually agreed upon qualified bargaining member volunteer is available the mentor assignment will be changed at the next semester or a mutually agreed upon time between the parties (Administration, Mentee, and Mentor).

-A mentee shall only be assigned to one (1) Mentor at a time and a Mentor shall only be assigned to two (2) Mentees at a time.

-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.

-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.

-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.

-Compensation: Each Mentor Teacher shall be paid six hundred dollars ($600), in one lump sum at the conclusion of each school year, for each assigned Mentee. Mentor pay shall increase by $100 per year for each of the second and third years when the mentor/mentee relationship is continued.

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.

***"Days" as used in this article shall mean days when school is in session.

8.2 Step One

Within five (5) 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 is not satisfied, the grievance may be formalized in writing and presented to the grievant's immediate supervisor. The immediate supervisor shall have five (5) days to resolve the grievance after he 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 final course of action 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 may within ten (10) days after receipt of the Superintendent'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.

8.5 Miscellaneous

8.5.1 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.

8.5.2 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.

8.5.3 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

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 ensure the district meets the state required student instruction time and professional development time. 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 ensure 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 instruction time to ensure 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 WORKING CONDITIONS

11.1 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.

11.2 Teachers shall report at 8:00 a.m. and shall conclude the workday at 3:15 p.m. During this time, teachers will have a minimum of 45 minutes of preparation time, which will not be scheduled for administrative or teaching activities. On half days, the teacher shall conclude the workday at 11:45 a.m. Contractual time outside the student day shall be duty-free and will not be counted towards planning time.

11.3 Without notice to, and consent of, the Association and the individual teacher, no teacher may be assigned to more than 5 hours and 40 minutes student contact hours, including recess duty.

11.4 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.

11.5 The Board agrees to keep the schools and other District facilities maintained and equipped with instructional materials and equipment.

11.6 The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom.

11.7 The Board shall provide:

1. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
2. Materials required in daily teaching responsibilities.

11.8 The Board agrees to make available the necessary equipment and materials required to aid teachers in the preparation of instructional material.

ARTICLE XII

12.0 TEACHING LOADS AND ASSIGNMENTS

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

-K=25, 1-3=26, 4-5= 28, 6= 30, 7-8= 32, 9-12=33

Special Education will follow the state guidelines regarding student caseloads. Deviations shall occur when agreed upon by the administrator, special education teacher and compliance officer.

These class sizes are not applicable to Physical Education which can have 35 pupils per teacher and Band. which will allow all senior band members.

These class sizes are not applicable to on-line environments in which students are engaged with curriculum offered by an outside vendor.

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

12.2 Whenever class size limits set forth in 12.1 are exceeded, the involved teachers are eligible for a stipend of $8.73 per extra student per period (high school) or $8.73 per extra student per half day (elementary) paid retroactively to the first day of the overload.

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

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

12.4 Teachers who will be affected by a change in class or grade assignments will be notified as soon as practicable.

12.5 In case of unexpected absence, each teacher is to have a substitute file in the principal's office.

ARTICLE XIII

13.0 LEAVE PAY

13.1 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 granted **to** full time employees at the rate of 13 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 (13.85) 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 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 Forty-Five Dollars ($45.00) per day.

(c) Sick leave is to be used for personal or familial illness and medical related appointments. Teachers must complete the leave of absence form in an expedient manner.

6. .

13.3 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 accumulate sick leave days. The difference will be figured on a twelve-month pay schedule.

13.4 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.

13.5 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 during their 12th year of teaching service (or beyond) at WPS. 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.

13.6 Both the Board and the teachers agree to abide by the Family Medical Leave Act. Accumulated sick time must be used during FMLA.

ARTICLE XIV

14.0 BEREAVEMENT LEAVE/OTHER LEAVES

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

14.2 A maximum of three (3) consecutive workdays leave shall be granted to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children, step-children, sister, brother, sister-in-law, brother-in law, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or other person residing in the employee's household at the time of death.

14.3 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.

14.4. A teacher may request to attend conferences in his field of study. If the administration approves the request, including reasonable expenses, employee will be reimbursed upon presentation of appropriate receipts.

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

14.6. Jury duty/court appearance

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. The teacher shall report to work directly after dismissed of jury duty.

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

ARTICLE XV

15.0 UNPAID LEAVES

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

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

(1) The birth of a son or daughter, and to care for the newborn child;

(2) The placement with the employee of a son or daughter for adoption or foster care;

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

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

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

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

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

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

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

E. Child Care Leave. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office in writing at least three (3) months prior to the requested beginning date of a child care leave so that necessary arrangements can be made to procure the teacher's replacement. Said notification shall request a beginning and ending date of the leave to be agreed upon by

the teacher and the administration. In cases of emergency, the three (3) month notification period prescribed herein may be waived by the Superintendent. The agreed-upon date and request shall be referred to the Board of Education for approval. It is understood that each request for child care leave or the extension of a child care leave will be considered for approval on an individual basis. The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the leave, which shall be determined when the leave is granted by the Board. Re- employment will commence upon the date set when the leave (or any renewal thereof) was granted. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of child care leaves on the basis of each individual case.

F. General provisions applicable to Leaves of Absence. All leaves shall be without experience credit, and shall be without accrual or accumulation of benefits (e.g., sick leave, seniority, etc.). Re-employment after expiration of any such leave shall be to a position for which the teacher is certified and qualified; however, a teacher on any such leave of absence shall be subject to layoff to the same extent as if he or she were not on such leave of absence. For District staff planning purposes, the teacher shall notify the Board in writing, of his/her intent to return not later than the anticipated midpoint of the duration of the leave as determined at the outset of the leave. Failure to return from a child care leave on the date specified in said leave shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date or if the reason for the failure not to timely return is for reasonable cause.

ARTICLE XVI

16.0 SENIORITY

16.1 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.

16.2 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).

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

ARTICLE XVII

17.0 FRINGE BENEFITS

17.1 Health Insurance

Health insurance plans offered include Priority Health HMO HSA 1,600 - 10%; $5/$20/$60/$80/20%/20%RX

The Board shall pay the insurance cap (determined by the state) toward insurance with the employee paying the remainder through payroll deduction. Insurance premium below the insurance cap shall result in a contribution by the employer to the employees HSA.

Employees shall pay 12.5% of the cost for Dental/Vision/Life/LTD coverage.

The Board shall provide the insurance identified above for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family.

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.

Other insurance:

MESSA/DELTA Dental
Class I, II, III per person annual maximum-$1,000
Class IV Lifetime maximum $1,300
Orthodontic Rider 007
Internal and external coordination of benefits

MESSA VSP 2 Vision Program
Internal and external coordination of benefits

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

MESSA LTD 66 2/3% of Maximum Eligible Salary
60 calendar days, modified fill, $3,000 maximum
COLA No
Alcohol/Drug – Two years
Mental/Nervous – Two years
5% Minimum Payout
Pre-existing Limits waived
Family Social Security Offset

No Survivor Income
No Freeze or Offsets
No Educational Supplement
Two year own occupation

17.2 Teacher not electing Health Insurance shall be enrolled in the benefits identified below for a full twelve (12) month period, for each year of this agreement, for the teacher and his/her entire family.

MESSA Delta Dental Plan - Same as above

MESSA Vision Care Plan – Same as above

MESSA Life Insurance – Same as above

MESSA Long Term Disability Plan – Same as above

17.3 Section 125 Plan. Teachers who have available health insurance through a plan with their spouse's employer and elect to drop out of the District's health care plan shall be eligible to receive $450 per month in lieu of health insurance. This election shall be made on an annual basis and shall be effective for that full year. In the event that an employee loses coverage under the health insurance plan with their spouses' employer, they shall be returned to coverage under the District's health insurance plan in accordance with the plan terms.

17.4 If a teacher becomes eligible for Medicare and elects Medicare in lieu of Health Insurance 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.

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

17.6 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 of this agreement even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association, and MESSA including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit. When necessary, contributions on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including application and claim materials.

17.7 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. 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.

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

ARTICLE XIIX

18.0 MISCELLANEOUS PROVISIONS

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

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

18.3 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.

18.4 The Association shall have the right to negotiate on all aspects of the school calendar that are permitted by state law. 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.

18.5 Teachers teaching less than full-time shall receive salary and benefits based on the percentage they work of a 7.25 hour work day times their appropriate step; a work day being considered 8:00 a.m. to 3:15 p.m.

18.6 There shall be an established curriculum and textbook committee made up of no less than 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.

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

18.8 IRS Mileage Rate. The District will agree to reimburse employees for required travel (excluding normal home to work) at the IRS approved mileage rate. Mileage will be paid from the teacher's home or from the District offices, whichever is shorter. School vehicle will be used as the first form of transportation for out of district trips. Mileage will only be paid to personnel that try to car pool in circumstances where the school vehicle is not available.

18.9 Teachers shall advise the District of any changes to their certification status and changes to any areas in which they are considered to be highly effective.

18.10 It shall be the responsibility of each teacher to notify the District of any changes to their address, phone number and emergency contact information.

ARTICLE XIX

19.0 SALARY AND EXTRA DUTY PAY

Annual Salaries. The salaries for teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. The salary levels established in Appendix A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a pro-rata salary determined by the number of days contracted to work and the number of days of work in a full school year. A teacher who works less than a full day's schedule shall receive a pro rata salary determined by the number of hours worked each day to the number of hours in a full time schedule.

Each salary step shall represent one full school year of employment with the Board. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works more than one half (1/2) of the scheduled duty days in the school year. Days absent from school for sick leave or any other purpose do not count as days actually worked. All new teachers shall be hired at the base step; provide, however, that the Board in its discretion may hire a teacher at up to step 6 based upon that teacher's prior teaching experience or other related work experience. All teachers who qualify for a step increase based upon their service in the prior year and who received an effective evaluation for that year shall be advanced a step on the salary schedule at the beginning of the next school year. Employees who receive a needing support evaluation will not be eligible for a step increase, but an employee who receives a developing evaluation will only be denied a step increase if it is the second consecutive year with a developing evaluation.

19.1 Teachers who sub during their class period will be paid $20 per occurrence.

19.2 Persons involved in extracurricular activities will receive their compensation based on Schedule B Extracurricular Assignments.

19.3 Longevity: Eligibility for longevity is based on years of service as a certified teacher for Walkerville Public Schools only. Longevity pay is to be paid when the teacher begins the following years of extended service at Walkerville Public Schools. Longevity pay will be calculated and spread beginning the first pay of the current contract Effective July 1, 2025 the longevity schedule will be as follows:

16 & 17 years of service - 3% of the BA base column
18 & 19 years of service - 4% of the BA base column
20 & 21 years of service - 5% of the BA base column
22 & 23 years of service - 6% of the BA base column
24 & 25 years of service - 7% of the BA base column
26 & 27 years of service - 8% of the BA base column
28 & 29 years of service - 9% of the BA base column
30 and over years of service - 10% of the BA base column

19.4 Additional state or district required professional development days beyond the agreed upon calendar shall be compensated at the per diem rate based on 180 required work days. Additional required meetings, beyond regular contracted hours, will be compensated at the rate of $30 per hour.

19.5 Teachers performing homebound teaching duties shall be compensated at an hourly rate $40.00 and be reimbursed for mileage at the IRS rate from the school to the residence of the homebound student and back. Home Bound instruction is not required of any teaching staff. It is important that everyone's safety and health be considered when Home Bound instruction is required. Homebound Student instruction shall occur in a

safe, smoke free environment, and when possible, in the school facilities after hours. Any teacher who feels threatened or in danger in a homebound situation must report the circumstances to the employee's immediate supervisor. Immediate action will be taken to address the situation.

19.6 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. A teacher will be advanced to the MA column of Schedule A based upon receipt by the Superintendent of official transcripts or official verification establishing that the teacher has completed a Masters degree in an education related field. Advancement to the BA+20 or to the MA credits column shall only occur at the beginning of the school year or at the beginning of the second semester after the appropriate credits or degree have been earned and verification provided to the Superintendent, but will not be implemented retroactively if verification is not received in a timely manner. Column advancement that occurs at the beginning of the second semester second will result in only half of the full column increase being paid in that school year.

19.7 The District will continue to make available all current 403(b) plans for which the District is currently forwarding teacher contributions. The District may restrict new enrollments in any plan that drops below two employees. The available vendor options currently include MEA Financial-Paradigm Equities. The District agrees not to contract with a TPA that will charge employees any direct fees for participation. In the event that the District desires to modify the current TPA agreement, it will provide the proposed agreement to the Association in a timely way for review and comment prior to executing the new agreement.

ARTICLE XX

20.0 DURATION OF AGREEMENT

20.1 This Agreement shall be effective upon ratification and shall continue in effect until June 30, 2028.

AUTHORIZATION

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

Board of Education of Walkerville Public Schools

By _____, President

By _____, Secretary

By _____, Superintendent

Walkerville Education Association

By _____ President

By _____ Trustee

APPENDIX A

SALARY SCHEDULE 2025-2026

Step	BA	BA+20	MA
1	42540	44242	46011
2	44408	46184	48031
3	46277	48128	50053
4	48143	50069	52072
5	49919	51916	53993
6	52641	54747	56937
7	53694	55842	58075
8	54769	56959	59238
9	55864	58098	60422
10	58121	60446	62863
11	61061	63503	66044
12	63504	66044	68685
13	66044	68686	71433
14	68685	71433	74290
15	70231	73040	75962

SALARY SCHEDULE 2026-2027

Step	BA	BA+20	MA
1	42965	44684	46471
2	44852	46646	48512
3	46739	48609	50553
4	48625	50570	52593
5	50419	52435	54533
6	53168	55294	57506
7	54231	56400	58656
8	55316	57529	59830
9	56422	58679	61026
10	58702	61050	63492
11	61672	64138	66704
12	64139	66704	69372
13	66705	69373	72148
14	69372	72147	75033
15	70933	73770	76721

SALARY SCHEDULE 2027-2028

Step	BA	BA+20	MA
1	43825	45578	47401
2	45749	47579	49482
3	47674	49581	51564
4	49597	51581	53644
5	51427	53484	55623
6	54231	56400	58656
7	55316	57528	59829
8	56423	58679	61027
9	57551	59853	62247
10	59876	62271	64762
11	62905	65421	68038
12	65421	68038	70760
13	68039	70760	73591
14	70760	73590	76534
15	72352	75246	78256

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.)

Position paid over the course of the athletic season:

Varsity Boys Basketball	12%
Varsity Girls Basketball	12%
Varsity Football	12%
Marching Band	10%
Varsity Volleyball	9%
Boys Jr. Varsity Basketball	8%
Girls Jr. Varsity Basketball	8%
Baseball	9%
Softball	9%
Track	7%
Cross Country	7%
Jr. Varsity Football	6%
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%

Positions paid at the end of the activity:

Spring Theatre Production	4%
Quiz Bowl	1%
Math Counts	1%

Positions paid at ½ at the end of each semester:

Robotics	4%
Yearbook	1.5%
National Honor Society	1.5%
Student Council	3%
12th Advisor	1.5%
11th Advisor	1.5%
10th Advisor	1.5%
8th-9th Advisor	1%

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.

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.