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PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Mayville Community School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize:

In consideration of the above mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Tri-County Bargaining Association (T.C.B.A.), MEA-NEA, hereinafter called the Association, as the exclusive bargaining representative, to the extent required by Act 379, Public Acts of 1965, for all certificated (permit) professional personnel under contract, including classroom teachers, guidance counselors, librarians, school social worker, and supplemental teaching personnel receiving more than half of their total compensation from the school for the performance of these duties. Excluded are principals and assistant principals who officially evaluate teachers as described in Article XIV, Paragraph A.
- B. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, the references to male teachers shall include female teachers.

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE III - EQUAL RESPONSIBILITY SHARING CLAUSE

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an agreement authorizing deductions of membership dues in the Association including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing.

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, or bank (including credit union), savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The deadline for authorizing deductions for insurance and annuities shall be no later than 20 working days after the commencement of the school teachers' work year. Bank deductions will be transmitted no later than five (5) business days from the date of the deduction and other deductions will be made by the end of the month. Payroll checks will be posted on date of check.
- C. All teachers in the bargaining unit (See Article I, A) shall, on or before the sixtieth (60th) day following the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement, whichever is later, as a condition of continued employment, shall either:
1. Become members of the Association or
 2. Pay to the Association a representation benefit fee.

The deduction of dues and fees is required as a condition of the Master Agreement. As such, the district will payroll deduct the dues and services fees pursuant to the authority set forth in MCLA 408.477.

The dues of the Association and the representation benefit fee shall be pro-rated for teachers hired during the school year. Such pro-ratum shall be based on ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)

Substitute teachers shall not be required to join the Association or pay the representative fee.

The total amount of the dues and representation fees shall be deducted in equal bi-weekly withholdings.

- D. The Association agrees to assume and pay the legal expenses of any suit or action brought against the Board regarding Section C of this Article. The Association further agrees to indemnify the Board for any costs or damages that may be assessed against the Board as a result of any said suit of action.

ARTICLE IV - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the code of law of the State of Michigan, 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 Constitution of Michigan and the United States; that it will not discriminate against any teacher by reason of the teacher's membership in the Association, participation in

activities of the Association, collective professional negotiations with the Board, or initiation of any grievance, complaint, or proceeding under this Agreement.

- B. The Mayville Education Association and its officers shall have the right to schedule the reasonable use of school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may charge current custodial wages to the Association. No charge shall be made for the use of school rooms after the commencement of the regular custodian's first shift starting time, nor until after 9 p.m. Room reservations shall be cleared with the building administrator at least 2 workdays in advance of intended use.

One bulletin board in each building shall be provided for association use. Public address systems shall be made available to the Association and its members for their reasonable use. All articles submitted for announcement or posting will have the letterhead of the Association and prior inspection (not approval) of the building principal.

- C. The Board agrees to furnish to the Association, in response to reasonable requests in writing, from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information to process any grievance or complaint. Information of the Board negotiation strategy and tactics is specifically excluded. Original records are to be examined only in the Business Office, but copies will be allowed during business hours. A reasonable charge for time and materials may be made by the Board for copies of such materials.
- D. Nothing contained herein shall be construed to deny or restrict any teacher rights under the Michigan School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE V - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporate in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Said salary shall be paid with the following exceptions:
1. Teachers retiring or leaving the system upon request in writing will be paid the remaining salary prior to June 30.
 2. Special arrangements may be made by mutual agreement between a teacher and the Superintendent, provided special requests shall not exceed 10% of the teaching staff. The Superintendent may waive the 10% provision.
- B. Teachers shall not be required to report more than two (2) days prior to the beginning of classes for that school year or to remain more than two (2) days (not including Saturday, Sunday, or holiday) after classes end for that school year unless agreed upon by the parties in the negotiated District calendar.
- C. 1. The entire school year calendar shall be reviewed annually unless established through multiple year contracts. The number of instructional days and hours shall be in accordance with the State Board of Education regulations. When inclement weather or other emergencies cause the number of days of student instruction to fall below the number required by the State School Aid Act to collect full state aid for a school year, the provisions set forth below shall be in effect:
- a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added to the end of the calendar set forth in Schedule D.
 - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 - c. Past practice would prevail if state rules were rescinded.
2. Act of God Days
- a. In case of "Act of God days," a teacher will be charged with a sick day if he or she reports unavailable for work and a substitute has been paid for the day.
 - b. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may:
 1. Use the allotted personal days.
 2. In the event that all allotted days have been used prior to this time, the teacher may apply for unpaid leave time.

D. Teachers shall not incur loss of salary if engaged in negotiating during school hours, which is required by mediator, arbitrator, fact finder or court of law. The Association will be responsible for the salary of the substitute teacher hired by the Board to replace teachers on negotiations staff.

E. Teachers' absences which are not covered by the applicable sections of Article XII - Paid Leave and Article XIII - Unpaid Leave will have salary reductions as follows:

1. The total instructional wage divided by the actual number of teacher work days equals the average daily rate. (For salary purposes, teacher work days shall include all scheduled instructional days and all other days that teachers are required to be in attendance by the Board, as well as "Act of God" days. Specifically excluded are holidays, vacations, conference days, days lost by teachers due to work stoppage, failure to report, or teacher strikes.)
2. Average daily rate multiplied by the number of teacher work days absent.
3. For partial daily salary a 6 3/4 clock hour day shall be considered standard, (i.e. 7:55 a.m.- 3:10 p.m.) less 1/2 hour lunch. Salary reductions shall be as follows:

$$\frac{\text{Clock Hours Absent (nearest 1/4 hour)}}{6 \frac{3}{4}} \quad \times \quad \text{average daily rate}$$

F. In rare cases of emergency*, a teacher (by mutual consent), may be assigned to a greater than maximum teaching load (as authorized in Article VI - Teaching Hours). A maximum of four such teaching hours would be allowed per building per semester. In excess of four hour classes, a full time teacher would be hired. In this event, extra compensation shall be as follows:

$$\frac{\text{Average Daily Rate}}{6 \frac{3}{4}} \quad \times \quad \begin{array}{l} \text{number of extra hours} \\ \text{assigned to nearest 1/4 hour} \end{array}$$

(In this section the assignment to be made shall be in accordance with other assignments, as outlined in Article VII - Teaching Loads And Assignments.)

*Rare cases of emergency implies shortages of qualified certified personnel caused by abnormal grade enrollment, short term major money shortage due to millage failure, subject selection fluctuations due to fulfilling students' needs, or staff shifts due to leaves of absences. All positions filled in this manner are not to exceed one year.

G. Part time teacher salaries shall be computed as follows:

$$\frac{\text{Clock Hours Assigned}}{6 \frac{3}{4}} \quad \times \quad \text{base annual contracted salary}$$

Other benefits for part-time teachers shall be pro-rated on the same basis as salary.

In the event a teacher is assigned part-time administrative duties (for budget purposes) the amount charged to instructional salaries shall be computed as follows:

$$\frac{\text{Clock Hours Teaching}}{6 \frac{3}{4}} \times \text{base annual teaching salary}$$

- H. Teachers leaving school property during their unassigned period or any assigned period without the express consent of the building principal shall have the following deduction made in their salary:

$$\frac{\text{Clock Hours Absent (nearest 1/4 hour)}}{6 \frac{3}{4}} \times \text{average daily rate}$$

- I. Each teacher will receive a contract. Each successive year, he/she will receive a statement of step, educational degree, salary (including supplemental salary) and sick bank status not later than October 1.
- J. In the event a teacher is compensated for mileage driven, he/she will be reimbursed at the Internal Revenue Service's current mileage rate schedule.
- K. Whenever a school year occurs where there is an additional pay period, the bargaining unit will be the sole determiner as to whether the yearly salary will be divided by 26 or 27 bi-weekly pays. In the event the bargaining unit chooses 26 pays, the unit will also determine when the three-week lapse in pay will occur. The MEA will be notified by the Business Office prior to May 15 of said year and the MEA will notify the Business Office by June 15 of said year of its decision as to when the lapse in pay will occur.

ARTICLE VI - TEACHING HOURS

- A. The teacher's normal teaching hours shall be comprised of 7¼ hours per day, including a 30-minute duty-free lunch. The 7¼-hour day provisions will not apply where the teacher is to meet with a parent or to attend an IEPC meeting held later at the request of the parent, or for reasons provided under this Agreement. Any such meetings scheduled outside of the normal hours shall be scheduled with the mutual consent of the teachers involved, to the extent possible.
- B. The Board recognizes the principle of a standard forty-hour work-week and will, in so far as possible, set work schedules and make professional assignments, which can reasonably be completed within such standard work-week. The Board will not require teachers to work in excess of such standard work-week within or outside of any school building.
- C. Teachers may be required to remain after the end of or before the regular work day without additional compensation, for up to two (2) hours per month to attend staff meetings published in the principal's bulletin or a special bulletin at least five (5) school days in advance of the meeting. If it is a single meeting, teachers are free to leave after one and one half hours if the meeting is not complete. Teachers may also be required to attend one (1) evening meeting each semester (Parent/Teacher Conferences excluded).

The meetings set forth in this section are mandatory unless excused in advance by the building principal.

- D. Supervision of students is the teacher's responsibility with the support of the administration. This supervision includes activities in school areas including classroom, cafeteria, halls, and lavatories, playgrounds and assembly rooms.
- E. In the event a teacher is requested to leave the teacher's classroom by an administrator, the administrator shall place proper supervision in the classroom.
- F. The recess coverage schedule at the elementary level will be mutually agreed upon between the building teaching staff and the building principal to assure that state mandated student instructional time is met.

ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

- A. The Board has the authority within the state guidelines and within the contractual limits to make assignments of teachers and to delegate such authority to administrative personnel.
- B. The normal daily schedule of classroom teachers (excludes the detention center, counselors, social worker, etc.) shall provide an average of 480 minutes every two (2) weeks (5 day weeks) as preparation time for each full time teacher provided full days of instruction are scheduled and conducted. When the regular start of the school day is delayed or if school is dismissed early for professional development or planning, that time shall count as preparation time under this section. On such planned early release or delayed start days, the school schedule shall be rotated or changed to minimize the loss of preparation time for any teacher to the extent possible.

If, or when it becomes apparent that a teacher will not receive the average preparation time specified above over the course of a semester due to such planned shortened days, the teacher shall receive compensatory personal leave time which may be used in accordance with Article XII, C after the teacher has accumulated enough time to equal one work day. Any fractional compensatory days less than a full day shall be paid off at the end of the semester at the hourly rate specified in Schedule B for substituting. A record of accumulation of such compensatory time shall be jointly maintained by the teacher and the teacher's supervisor, who shall notify the superintendent's office in writing when a personal day is to be added to the teacher's accrued days, or how many hours are to be paid off at the end of the semester. A teacher may opt to receive monetary compensation at the existing daily substitute teacher pay rate in lieu of compensatory personal leave time.

- C. Teachers shall not be assigned outside the scope of their teaching certificates.
- D. Teachers shall be notified of their tentative assignment for the forthcoming year by the end of the present school year. Teachers who will be affected by a change in grade, subject assignment, or building shall be notified and given an opportunity to discuss the changes prior to the change becoming final. All changes of assignment shall be voluntary to the extent possible and done for reasonable cause.

- E. Whenever a regular classroom teacher or regular scheduled itinerant teacher is absent, a relief teacher will be provided if available.

ARTICLE VIII - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both teacher and student is desirable to insure the high quality of education that is the goal of both the teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. The pupil-teacher ratio is a vital aspect of an effective and objective educational program; therefore, the following maximums for class size shall be fixed and definite.

<u>Elementary</u>	<u>Maximums</u>
K-1	27
2-4	30
5-6	32
 <u>Secondary</u>	
7-12	33
 <u>Industrial Education</u>	27

Band, choir and physical education classes shall not be subject to the above guidelines. If possible, the number of special education students will be balanced in like classes.

- B. If the student enrollment exceeds the maximum by one student in each section of a grade at the elementary level, the Board shall employ an additional certified teacher for that grade level.
- C. The class size shall be assessed on the official fall membership count day.
- D. The Board recognizes that appropriate texts, library and reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to promptly implement all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. Under no condition shall teachers be required to drive a school bus as part of their professional assignments.
- F. The Board shall make available lunchrooms and restroom facilities exclusively for the use of staff who are members of the Mayville Education Association and the Mayville Educational Support Personnel Association bargaining units, and temporary staff hired to

substitute for them, and at least one (1) room, appropriately furnished, which shall be reserved for use as a staff lounge.

- G. Telephone facilities shall be made available to teachers for their exclusive use. Only long distance calls for school business may be charged to the school.
- H. Adequate parking facilities shall be made available to teachers for their exclusive use.

ARTICLE IX - VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a position in the unit that (teaching positions and extra duty) was previously filled but is now vacant and the Board intends to continue or a new teaching position covered by this Agreement.

- B. There will be an annual assignment meeting to fill teaching vacancies. The meeting will not be conducted later than April 15. At least five (5) calendar days prior to the meeting, the district will post notice of all available vacancies and associated qualifications along with the date and time of the meeting. Available vacancies shall be limited to those created as a result of a teacher having submitted a letter of resignation, new positions approved by the board for the upcoming school year and those vacancies which become available as a result of teachers changing assignments at the meeting. Vacancies will be assigned on the basis of seniority to those teachers who are both certified and qualified as defined in Section F.

For any vacancy arising after the annual meeting, the procedures set forth in section D. below will be followed.

- C. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the vacancy by posting notice of such vacancy in each member's school mailbox. When school is not in session, postings will be sent with each member's paycheck. Those not receiving paychecks during the summer will receive posting through the mail. All vacancies shall be posted for a minimum of five (5) days prior to the vacancy being filled. All vacancies shall be posted within thirty (30) days of their occurrences and filled no later than fourteen (14) days after the posting period if there are bargaining unit applicants. If the position is to be offered to a bargaining unit member, the unit member will be notified within one (1) business day of the district's decision. All postings shall reflect the necessary certification for the position, date of availability of the position, and whether the position is full or part time.
- D. Any certified and qualified teacher may apply for posted vacancies. Whenever one or more members apply for a vacancy, the vacancy shall be filled with the most senior applicant who is appropriately certified and qualified as defined in Section F. In the case of a tie, the following factors shall be considered: degree level in the appropriate field, major vs. minor in the appropriate field and number of semester hours of graduate or undergraduate study in the appropriate field.
 - 1. If no bargaining unit members apply for the vacancy there will not be an involuntary transfer.

2. If filling a vacancy during the school year from inside the bargaining unit creates a second vacancy, this second vacancy shall be filled from outside the bargaining unit and the position reposted the following summer.
 3. In the event that a vacancy occurs after the beginning of the school year and no member applies for this vacancy, the position shall be filled from outside the bargaining unit and the position reposted the following summer.
- E. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive positions.
- F. "Certified" shall be as established by the State of Michigan.

"Qualified" shall be defined as follows:

1. In the event that any school or the district receives accredited status from the North Central Association of Colleges and Schools, or equal accrediting body, that body's standards for academic preparation of professional staff shall be adhered to.
2. For purposes of Reading Recovery, prior completion of the training in the program is required.
3. Special subject area (i.e. art, music and physical education) teachers in grades k-8, must have:
 - A. Masters degree, major or minor in the subject area; or
 - B. At least one (1) year of successful teaching experience in the subject area in Mayville within the last five (5) fiscal years as determined by evaluations on file.
4. In addition to the foregoing, teachers must meet any statutory requirements (i.e. No Child Left Behind Act).

With regard to application of the qualification requirements in the No Child Left Behind Act, the district will accept as evidence of being highly qualified, written verification that the teacher has met any standard approved by the Michigan Department of Education.

ARTICLE X - REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- A. No later than February 1 of each school year, the Board shall update the seniority list. Seniority shall be defined as the length of teaching service with the Mayville Community Schools within the bargaining unit. All teachers shall be ranked on the list by hire date (defined as the first day of work or date of Board action to hire, whichever comes first) on the list.

In circumstances of more than one individual having the same date of initial contract or date of commitment of employment, credit hours earned beyond the bachelor's degree will be the first criterion used to determine placement on the seniority list. When all factors are equal, a drawing will be held to determine a teacher's place on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

- B. All seniority is lost when employment is severed. Seniority is retained but will not accrue during periods of layoff or unpaid leaves.
- C. Layoffs shall be defined as the necessary reduction in work force due to decreased student enrollment, program elimination, or a shortage of revenue.
- D. An orderly reduction in personnel shall be effectuated in the following manner:
1. The Administration shall develop the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling teachers). The Association President will be kept informed of staff changes or modifications. The Superintendent will attempt to provide the finalized list of those position to be eliminated to the Association President at the earliest possible date, but not later than the last day of school.
 2. Teachers whose current assignments are to be retained will be kept in those assignments providing they have sufficient seniority and are qualified.
 3. Teachers with the most seniority who are qualified will be used to fill the remaining positions as follows:
 - a. Beginning with the first name on the remaining seniority list, each individual shall be placed in an assignment according to certification.
 - b. Any teacher with sufficient seniority whose position has been eliminated will bump into the lowest seniored position within the system for which the teacher is certified.
 - c. If no vacancy is available in any grade/department for which the individual is certified in any building, the individual will then be laid off.

4. Any teacher wishing to upgrade his/her certification of seniority status shall notify the Superintendent in writing at least 10 work days prior to the establishment of the seniority list on February 1 of each year.
 5. Qualified shall be as defined in Article IX (F).
 6. Effective with the spring 2006 annual assignment meeting (see Article IX (B), teachers who must become highly qualified by June 30, 2006 under the No Child Left Behind Act, will not be permitted to displace another teacher in either a core or non-core academic area if their position is not being eliminated.
- E. A laid-off teacher shall be recalled to the first vacancy for which he/she is certified and qualified in reverse order of layoff.
- F. A laid-off teacher shall be considered eligible for recall for a period of three (3) years from the effective date of his/her layoff. Refusal of an offer from the Board of a position for which the laid off teacher is certified or failure to respond within fifteen (15) days of receipt of written offer of a position made by the Board shall be cause for immediate termination.
- G. Notification of a recall shall be in writing, with a copy to the Association. Notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Superintendent's office of any change of address.
- H. A recalled teacher shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall and reinstate.
- I. A laid-off teacher may continue his/her health, dental, vision and life insurance benefits by paying the monthly subscriber's group rate premium for such benefits (in advance of due date) to the Business Office.
- J. During a period of impending layoffs, the Board agrees to consider requests for voluntary layoffs submitted prior to the last day of school. After one year the teacher on voluntary layoff will have the option of returning to his/her original position or a less seniored position, if available, for which he/she is certified. The teacher must inform the Board in writing by April 1 of that year following the layoff, if he/she chooses to return to work. If he/she chooses not to return, he/she would be placed in his/her respective position on the recall list until the next school year.

ARTICLE XI - TRANSFERS

- A. Since frequent transfers of teachers from one classroom to another during the school year are disruptive to the educational process, the parties agree that transfer of teachers is to be minimized and avoided whenever possible.
- B. Any teacher who is transferred to a supervisory or executive position shall have one year (twelve months) to decide whether to remain in that position. After that, a teacher who remains in the supervisory or executive position shall lose all seniority and rights granted under this Agreement. However, a teacher returning to the bargaining unit within the twelve-month period shall retain full seniority (including the twelve-month administrative period) and rights granted under this Agreement prior to such transfer to supervisory or executive status.
- C. Transfers are the prerogative of the Board and administration. Whereupon a staff member does not volunteer to be transferred, the least senior teacher who has the minimum qualifications to fulfill the position will be transferred. This transfer will not take place without discussion with said teacher or reasonable cause.

ARTICLE XII - PAID LEAVE

A. Purpose of Sick Leave

The purpose of the sick leave allowance is to cover the absence of teachers from school because of personal or family illness, injury, or disability sufficiently severe that it would make their presence in school inadvisable. Family is defined as spouse and dependent children.

If there is a question or doubt regarding the illness of a teacher, the Superintendent may, after five (5) consecutive days' absence, require a physician's statement verifying the illness or may require the teacher to submit to a medical examination at the District's expense before sick leave is allowed.

B. Long Term Use of Sick Leave

In cases of long-term disability or illness lasting more than three (3) pay periods, a teacher who is unable to return to work because of medical reason(s) must submit a physician's statement certifying disability or illness.

A third check after the commencement of leave will not be issued until the physician's statement is received by the Superintendent. The Superintendent will send a communiqué to the teacher asking the status of the leave if no physician's statement is received before the end of the third pay period.

C. Personal Days

Three (3) days per year may be used at the discretion of the teacher for personal business. These days shall not be deducted from the teacher's accumulated sick leave. Any such days that are not used shall be added to the teacher's accumulated sick leave at the end of the year. The request should be made at least three (3) days in advance, and a response will be given within two (2) days of the request or the teacher shall conclude it is granted. Not more than two (2) persons from each instructional level (K-4), (5-8), (9-12) may have personal days at the same time. In the case of emergency, the superintendent may waive the application timelines and number going per instructional level.

D. Bereavement

Up to five (5) bereavement days per incident for immediate family may be used, not to be deducted from sick leave accumulation. The request should be made as soon as practical. Immediate family is defined as: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, stepbrother, stepsister, and step grandchildren and persons who stand in the stead of the teacher's parents (maximum 2).

One (1) bereavement day, to be deducted from the teacher's accumulated sick leave days, may be used to attend the funeral of a nephew, niece, aunt, uncle, sister-in-law, or brother-in-law. In extenuating circumstances, two additional days may be granted at the discretion of the Superintendent.

E. Educational Conferences

Educational conferences or enrichment programs shall be made available to all teachers. Approval will be based upon available funding, the availability of substitutes, and the relationship between the instructional or Schedule B assignment and the conference or program subject matter. Conference registration fees, and mileage (IRS rate), lodging, and meal expenses will be reimbursed according to Board Policies for reimbursement, for educational conferences or enrichment programs for which prior approval has been given by the Superintendent. Approval or denial of teacher-requested conference days will be communicated to the teacher within five (5) days of request.

F. Association Days

At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than three (3) days in advance of taking such leave and to reimburse the Board for the substitute salary for each day as it is used.

G. Other Paid Leave Days

Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury duty. (Pay for time missed shall be reduced by the amount paid by the court for time spent - not mileage.)
2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding; however, any teacher who engages in an activity unrelated to the teacher's employment in the school District which increases the teacher's exposure to court subpoenas shall be excluded from this provision.
3. Visitation at other schools or conventions approved by the administration.

H. Rate of Leave Accumulation

Newly hired teachers shall accumulate sick leave days at the rate of one (1) day per month up to ten (10) days for their first year of teaching. Starting with the second year of teaching, ten (10) days of sick leave shall be granted at the beginning of the year and each year thereafter. The maximum accumulation from year-to-year will be 100 days.

I. Incentive Pay For Unused Days

1. When a teacher leaves the employ of the school District after fifteen (15) years of service in the bargaining unit from the last date of hire, accumulated sick days will be paid off at 40% of the teacher's current daily rate of pay for each unused day provided the teacher submits a letter of resignation to the Superintendent not later than May 1 with an effective date of the last teacher work day in the fiscal year.
2. The maximum accumulation of sick leave shall be one hundred (100) days. When the accumulation of days exceeds one hundred (100) days, the teacher shall receive a pay off equal to the amount specified in I-1 above, per unused day. This payoff shall occur in the first paycheck of October in that year.
3. In the event any teacher qualified for reimbursement under paragraphs 1 & 2 above should die while in service to the district, said entitlement shall be paid to the beneficiary named by the teacher on the bottom of the annual contract.

J. Leave Accounting

A report of each teacher's sick leave status will be included on the teacher's bi-weekly check register when it is within the capability of the district's computer system. An individual report may be procured upon request. An end of the year sick leave status report will be given to each teacher.

ARTICLE XIII - UNPAID LEAVES**A. Medical Leave**

Any teacher shall be granted a medical leave of absence for personal illness or disability without pay not to exceed one (1) year. Said leave shall be extended but only for one (1) additional year upon written request. Upon returning from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. A teacher returning from medical leave may be requested to provide a physician's statement at Board expense certifying his/her fitness to continue his/her duties.

B. Leave for Study, Child Care and Adoption

Leaves of absence of one (1) year without pay shall be granted upon receiving a written request. The Board may renew the leave for a second year, at its discretion if requested, for the following purposes:

1. Study related to the teacher's licensed field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research, or special training assignment involving probable advantage to the school system.
4. Child care

Notice of intent for the following year (whether to return to service or extend leave) shall be made annually to the Superintendent by April 1. Upon returning from leave, a teacher shall be assigned to the same position, or substantially equivalent position, if available; otherwise to the next vacant position for which he or she is qualified and certified, to which he or she is entitled, based on seniority.

C. Association Leave

Two (2) teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for this Association.

D. No increment shall be given for leaves defined in A, B, or C above.

E. Military Leave

Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of one (1) increment.

F. With the exception of military leaves, all unpaid leaves will expire after two (2) years. Return rights from a military leave will be as determined by law.

ARTICLE XIV - TEACHER EVALUATION

- A. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. Suggested times for those observations are: 1. Fall, 2. winter, 3. spring. Tenured teachers shall be observed for the purpose of evaluation at least once every other year with evaluations being done at least once every two (2) years.
- B. 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.
- C. All evaluations shall be reduced to writing and a copy given to the teacher as soon as possible and not any later than May 1 or when hired during the year, at least sixty (60) calendar days prior to the teacher's anniversary date. A teacher who disagrees with the evaluation may submit a written response which shall be attached to the file copy of the evaluation in question. Each evaluation shall be followed by a personal conference between the teacher and the evaluator for purposes of clarifying the written report. A teacher will be promptly notified of an observed deficiency that may be subject to inclusion in the teacher's evaluation.

In the development of the Individualized Development Plan (IDP), all teachers may have the Association assist them in the meetings with the administration concerning the development of their IDP. The purpose of the evaluation and IDP is improvement in teaching performance. Evaluations should not be viewed as disciplinary in nature.

- D. Once a year teachers shall have the opportunity to evaluate all aspects of their working conditions. Evaluation forms will be approved by a committee appointed in equal numbers by the Board and Association.
- E. The current evaluation form will be used until either party becomes dissatisfied with it, at which time a joint committee of two administrators appointed by the Board, and two teachers appointed by the Association will meet to develop a new evaluation instrument.

ARTICLE XV - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is evident that a particular pupil cannot adhere to school policy, the district will convene a panel of the pupil's teacher(s), administrator(s) and specialized personnel to determine a course of action.
- B. In any case of an alleged assault upon a teacher (either verbal or physical) which arises from employment, the teacher shall be promptly reported to the Board or its designated representative. The filing of a complaint with the district shall be the responsibility of the teacher. The district will conduct an investigation and take action it deems appropriate during the investigation and after its completion.

- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel subject to the provisions of the district's liability policy and render all reasonable assistance to the teacher's defense if not provided by MEA.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

Teachers shall notify the principal and association president in writing of any safety related concerns and will not be disciplined as a result of any injuries or damages that may occur after providing written notification.

- E. Whenever a complaint concerning a teacher is received, the complainant shall make such complaint to the building principal of the school to which the complaint concerns. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the complainant. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the teacher. The principal shall then arrange for a meeting of the complainant and teacher. The meeting shall be conducted in an educationally professional manner. The involved teacher, who may be accompanied, shall be provided with reasonable advanced notice of the nature and time of the meeting. If the teacher is not satisfied with the determination and recommendation of the principal, he/she shall reduce the dissatisfaction to writing and submit said writing to the Superintendent. If the teacher is not satisfied with the determination and recommendation of the Superintendent, he/she may submit said dissatisfaction to the Board of Education. Action taken by the Board upon the submitted dissatisfaction shall be binding.
- F. Any complaint made against a teacher will be promptly called to the attention of the teacher if said complaint is to be placed or retained in any of the records or files of the Board. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimands, discipline, or discharge.
- G. Each teacher may review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administration will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just or reasonable cause. Any such discipline, reprimand, reduction in rank or compensation or advantage including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure hereinafter set forth. This paragraph will not apply to the non-renewal of a probationary teacher.

Bargaining unit members in positions which do not require a teaching certificate shall serve a probationary period of four (4) years.

- I. Teachers shall sign evaluations, as well as any complaints, or other materials placed in the personnel files that are of a disciplinary nature. Such signature shall be understood to indicate their awareness of the material, but in no case shall said signature be interpreted to mean agreement with the content of the material.
- J.
 - 1. A teacher will be entitled to have an Association Representative present, upon request, during the course of any meeting with the administration in which the teacher believes the information being sought may lead to the issuance of discipline.
 - 2. In meetings with the administration other than those referred to in Section 1 above, the teacher may request to have an Association Representative or another Association member present. Such requests will be viewed as a recommendation.
- K. A contact person will be identified when the principal is out of the building for more than a half-day. In the absence of a designated contact person, questions or issues that can't await the return of the principal should be directed to the central office.
- L. If a teacher has a question after receiving a copy of a discipline referral, the teacher should contact the principal. All information relating to student discipline is confidential and will be handled in conjunction with the school policy and the Family Rights to Privacy Act.

ARTICLE XVI - NEGOTIATIONS PROCEDURES

- A. It is contemplated that matters not specifically covered by the Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering hours, terms, and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge the representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

- D. If the parties fail to reach agreement in any such negotiations, either party may invoke mediation or take any other lawful measures it may deem appropriate.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to reemploy any probationary teacher;
 2. The failure to employ or reemploy any teacher to an extra-curricular position;
 3. Any matter involving teacher evaluation or the content of an evaluation;
 4. Any matter that is submitted for adjudication through any state or federal agency i.e., Tenure Commission, Court, etc., shall render any grievance previously filed in the matter null and void.
 5. In the event of a grievance involving the dismissal of a teacher on continuing tenure under the Michigan Teacher Tenure Law, the demand for arbitration will not be filed with the American Arbitration Association until at least thirty (30) calendar days have elapsed from the date on which the Board makes its decision to dismiss the teacher. If the teacher on continuing tenure files an appeal with the Michigan Tenure Commission over his/her dismissal by the Board, any current or future grievance of said dismissal would be waived.

B. INFORMAL LEVEL

The Association or an individual teacher believing that there has been a violation of an express provision of this Agreement, shall first meet with the building supervisor or administrator, accompanied by an Association representative, to try to solve the problem informally. If the problem involves more than one school building the teacher or teachers shall meet with the Superintendent at this level. The meeting shall take place within twenty-five (25) days of the alleged violation.

If the problem is not solved within five (5) days of the informal meeting, the Association or any of its members may file a written grievance. Any statement referring to "days" in the grievance procedure will be considered to mean workdays with the exception of days that fall during the summer break. "Days" which fall during the summer break shall be considered calendar days.

If a grievance involves more than one (1) school building, it shall be filed with the Superintendent at Level 2 of the grievance procedure rather than the building principal at Level 1 of the grievance procedure.

LEVEL 1 - Within five (5) days of receipt of the grievance, the building principal shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at this meeting. If no resolution is reached within five (5) days of the meeting, the Association may appeal to Level 2 by filing a copy of the written grievance with the Superintendent within ten (10) days of the meeting with the building principal.

LEVEL 2 - Within five (5) days from receipt of the grievance, the Superintendent shall render a written decision regarding the grievance, or meet with the Association to try to settle the matter. When such a meeting is held, the Superintendent shall render his/her written decision within five (5) days of the meeting. The Superintendent shall transmit a copy of the Superintendent's decision to the Association President.

LEVEL 3 - If the Superintendent's decision is unsatisfactory to the Association, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Board must be made within five (5) days of the date the Superintendent's decision was due. Within thirty (30) days from the receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall render a final determination regarding the grievance within forty-five (45) days after its consideration by the Board.

LEVEL 4 - If the decision of the Board is not satisfactory to the Association, the Association may submit the grievance to arbitration by providing the Board's secretary with written notice that it intends to appeal. The written notice must be submitted within ten (10) days of the date the Board's decision was due. The Board and Association shall meet within ten (10) days of receipt of the aforementioned written notice of intent to appeal to arbitration in an attempt to agree upon an arbitrator and the Association may do so by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration must be filed within twenty-five (25) days from the date the Board's decision was due. The arbitrator shall then be selected by the American Arbitration Association in accordance with its rules that shall likewise govern the arbitration proceedings.

- B.
1. At the arbitration level of the grievance procedure, neither party shall be permitted to assert any ground or rely upon any evidence not previously disclosed to the opposite party.
 2. The decision of the arbitration shall be final and binding, subject to the right of the Board or Association to judicial review. Both parties agree that judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.
 3. The arbitrator shall not have power to alter, add to or subtract from the terms of this Agreement.
 4. More than one (1) grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the Board and Association.
- C. The time limits in this Article shall be strictly construed. The time limits may only be extended mutually and in writing. Should the Association or Board fail to institute a grievance within the time limits, the grievance shall be denied. Should the Association or Board fail to appeal a decision within the time limits specified, the grievance shall be deemed to be settled on the basis of the last answer.

- D. Arbitration awards will not be made retroactive beyond the date of the alleged violation that the grievance is based upon. In no event, however, shall an arbitration award be retroactive more than thirty (30) days prior to the date that the grievance is filed.
- E. Any teacher for whom a grievance is sustained who shall be found to have been unjustly discharged shall be reinstated with full reimbursement of all professional compensation or advantage, the same or equivalent in money shall be paid to the teacher.
- F. The costs of any arbitration under this Article shall be paid as follows:
- The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. Other expenses shall be borne by the party incurring them.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they shall call one (1) hour prior to the start of school to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto, prior to general publication.
- C. This Agreement shall supersede any rules, regulations or past practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established practices of the Board.
- D. Copies of this Agreement shall be duplicated at the equal expense of the Board and the Association to defray the cost of printing, and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until August 20, 2008.

This Agreement may be extended by mutual consent (in writing) and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

President

Secretary

MAYVILLE EDUCATION ASSOCIATION

President

Secretary

TRI-COUNTY BARGAINING ASSOCIATION

President

Secretary

SCHEDULE A - SALARY SCHEDULES

2004-2005

STEP	BA	BA+18	MA BA+35	MA+ 15	MA+30
1	31,030	32,584	34,134	35,684	37,238
2	32,840	34,483	36,126	37,767	39,407
3	34,651	36,386	38,117	39,849	41,581
4	36,462	38,287	40,108	41,934	43,754
5	38,274	40,188	42,101	44,015	45,928
6	40,088	42,093	44,096	46,101	48,106
7	41,901	43,997	46,090	48,185	50,279
8	43,713	45,900	48,085	50,270	52,455
9	45,522	47,798	50,075	52,349	54,626
10	47,335	49,698	52,066	54,432	56,799
11	49,146	51,603	54,061	56,517	58,972

2005-2006

STEP	BA	BA+18	MA BA + 35	MA+ 15	MA+30
1	31,651	33,236	34,817	36,398	37,983
2	33,497	35,173	36,849	38,522	40,195
3	35,344	37,114	38,879	40,646	42,413
4	37,191	39,053	40,910	42,773	44,629
5	39,039	40,992	42,943	44,895	46,847
6	40,890	42,935	44,978	47,023	49,068
7	42,739	44,877	47,012	49,149	51,285
8	44,587	46,818	49,047	51,275	53,504
9	46,432	48,754	51,077	53,396	55,719
10	48,282	50,692	53,107	55,521	57,935
11	50,129	52,635	55,142	57,647	60,151

2006-2007

STEP	BA	BA+18	MA BA +35	MA+ 15	MA+30
1	32,284	33,901	35,513	37,126	38,743
2	34,167	35,876	37,586	39,292	40,999
3	36,051	37,856	39,657	41,459	43,261
4	37,935	39,834	41,728	43,628	45,522
5	39,820	41,812	43,802	45,793	47,784
6	41,708	43,794	45,878	47,963	50,049
7	43,594	45,775	47,952	50,132	52,311
8	45,479	47,754	50,028	52,301	54,574
9	47,361	49,729	52,099	54,464	56,833
10	49,248	51,706	54,169	56,631	59,094
11	51,132	53,688	56,245	58,800	61,354

2007-2008

STEP	BA	BA+18	MA BA +35	MA+ 15	MA+30
1	32,930	34,579	36,223	37,869	39,518
2	34,850	36,594	38,338	40,078	41,819
3	36,772	38,613	40,450	42,288	44,126
4	38,694	40,631	42,563	44,501	46,432
5	40,616	42,648	44,678	46,709	48,740
6	42,542	44,670	46,796	48,922	51,050
7	44,466	46,691	48,911	51,135	53,357
8	46,389	48,709	51,029	53,347	55,665
9	48,308	50,724	53,141	55,553	57,970
10	50,233	52,740	55,252	57,764	60,276
11	52,155	54,762	57,370	59,976	62,581

In addition to the Schedule A salary, teachers with at least 20 years of service to the district, will receive longevity pay in accordance with the following schedule:

YEARS	AMOUNT
20 but less than 25	\$750
25 but less than 30	\$1,000
30 years and over	\$1,250

Time on unpaid leaves, layoff, service outside of the bargaining unit (including substitute service) and prior service for those who are rehired, will not be credited.

Time on unpaid leaves, layoff, service outside of the bargaining unit (including substitute service) and prior service for those who are rehired, will not be credited.

- B. Changes in degree lane placement will be made at the start of year and second semester.
- C. All degrees must be conferred by an accredited degree-granting institution as approved by the Michigan Department of Education.
- D. Any newly hired teacher, or any teacher returning to the system who has five (5) years or less experience, shall receive up to five (5) years outside teaching experience. This makes the 6th step the maximum step for these teachers. Any rehired teacher with more than seven (7) years experience shall return to the same step as their last teaching step in this school system. In case the last teaching step was the maximum step of the schedule, said teacher shall return one (1) step below maximum. The teacher shall provide the Board with affidavit(s) of previous teaching experience. Up to one (1) year of teaching experience credit may be allowed if a newly hired teacher has completed over ninety (90) days of substituting after obtaining a Provisional Certificate. For vocationally certified newly hired teachers, four (4) years of work experience may be considered as one (1) year of teaching experience. All conditions of Paragraph F, Schedule A also apply. If employed for an extended day or extended year, compensation will be pro-rated.
- E. Active military experience will be accepted for one (1) year teaching.
- F. Hours that are to be counted toward salary schedule improvement shall be only those classes that directly count toward a degree or certified program, or are used to improve the teacher's skills in the teaching assignment he/she at that time holds. Courses shall be approved by the Superintendent.

The credits for advancement on the BA or MA "plus" columns must be earned after the BA or MA degree.

- G. The Board shall pay an incentive of \$6,000 per year for each of three (3) years to any teacher who resigns after ten (10) years of continuous service to the school district. Periods of layoff, unpaid leaves, work outside of the bargaining unit (including substitute service) and prior service for those who are rehired, will not be counted.

Any teacher receiving such incentive who accepts employment which results in contributions being made by or on behalf of the teacher to the Michigan Public School Employees Retirement System in any fiscal year in which he or she receives an incentive payment shall forfeit his/her or her incentive that year, or repay it to the district if the incentive has already been paid.

No more than six (6) applicants per year shall be allowed to avail themselves of this provision, unless this limit is waived by the Board. Acceptance of this provision shall be on a first come first serve basis as determined by written application for the benefit. All applications must be received by May 1, for incentive pay beginning the ensuing school year. Part time teachers shall have this benefit prorated based on the percentage of the day/week worked. The teacher's letter of resignation must be made by May 1 and have an effective date of the last teacher workday of the school year.

Any amounts received by the teacher under the longevity pay provision in Appendix A, Section A (including both direct and indirect costs) beginning in the 2002-2003 contract year, will be deducted from the above referenced amount.

This section will terminate and cease to be binding upon the Board on June 30, 2008.

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE**ATHLETICS** (See Schedule B Misc. No. 4)

1. Head Varsity - Football, Basketball	11.0
2. Assistant Varsity - Football, Basketball	7.5
3. JV Coach - Football, Basketball	7.5
4. Assistant JV Coach	5.5
5. M.S. Coach - Football, Basketball, Track & Cross Country	5.0
6. Freshman: Football, Basketball, Volleyball	5.5
7. Varsity - Baseball, Softball, Volleyball, Track, Wrestling and Cross Country	9.0
8. JV Coach - Baseball, Softball, Volleyball & Wrestling	6.0
9. Assistant Varsity - Baseball, Track & Softball	5.5
10. Golf	5.0
11. Cheerleading	6.5
12. Middle School Cheerleading	2.5
13. Assistant Middle School Track	2.5
14. Middle School Volleyball	4.5
15. Athletic Trainer	12.0

ACADEMICS

1. Music	
a. Band Director	11.0
b. Choral Director	7.0
c. Choral Accompanist	\$6.50/hr - up to \$850 per year
d. Festival Accompanist	\$75/festival
2. High School Play Director	4.0
3. Counselor and Voc. Ag. (summer) per week up to three weeks	3.0
4. H.S. Student Council Advisor	3.5
5. Middle School Student Council Advisor	2.5
6. Advisor of School-Approved Clubs (other than those specifically mentioned)	2.0
7. Teachers of Drivers Education	\$20.50/hr.
8. Class Advisors	
a. Senior Class	5.6
b. Junior Class	5.6
c. Sophomore Class	1.7
d. Freshman Class	1.7
9. FFA, FHA, BPA, Ecology Club	4.0
10. Substituting, Summer School, Night School, Vocational Education, High School Completion and Adult Enrichment, Student Enrichment and After School Detention	\$17.00/hr
11. Academic Games	
a. Social Studies	1.0
b. Science	1.0
c. English	1.0
d. Math	1.0
12. Science Olympiad	1.0
13. High School Yearbook	

Miscellaneous Provisions

1. All supplemental pay schedule positions are indicated for the team or activity. If two (2) persons are sharing the responsibility, the dollar or percentage amount shall be divided between the two (i.e., if two coaches handle the 8th grade team, the amount would be split).
2. In as much as teacher attendance at extracurricular events is desirable, the Board will provide all teachers with an extracurricular pass at no cost to the teacher. Teachers attending these events will be expected to assist in supervisory activities when necessary or requested. All such passes are strictly nontransferable. Abuse of passes shall result in loss of this privilege.
3. All Schedule B positions shall be posted yearly. The position will not be denied to an incumbent bargaining unit member who previously held the posted position, unless the incumbent has received an unsatisfactory evaluation during the prior year's service.

If an existing student organization does not have an advisor, the administration will request that a teacher assume that position. If there are not interested members of the instructional staff, the administration may seek advisors from outside the instructional staff.

The Board shall not be required to appoint a bargaining unit member to a vacancy in any Schedule B position from which he or she has been removed or not re-appointed for cause.

4. The appropriate step shall be based on the number of years of experience in Mayville as a coach in the sport involved and as the director, sponsor, and/or advisor of any academic activity. Maximum level shall be the seventh (7th) step of the BA level.

Advanced credits may be granted at the discretion of the District for such experience outside of the District. Such decisions are not subject to review through the grievance procedure.

5. Any teacher who volunteers to substitute for a class during their prep period or tutoring will receive \$17.00 per hour.

A tutor teacher will receive one (1) hour of preparation time pay at the above rate for each two (2) hours of scheduled tutoring time in a week.

6. Any teacher in a supplemental pay position shall be given a supplemental contract indicating amount of salary and any other conditions of employment.
7. Teachers interested in tutoring students may submit a letter to the Superintendent's office by the end of the second week of school. From the names of teachers submitting a letter, a list will be developed with names listed in seniority order. Tutoring positions will be filled according to the following:

- A. Subject to the provisions of section C below, the top teacher on the list will be asked first in all instances.
- B. If the teacher accepts the assignment, the teacher will be placed at the bottom of the list. If the teacher rejects the assignment, the teacher will be left in place on the list.
- C. Exceptions to the above rotation may be made where special certification (example special education) is needed.

8. If an existing student organization does not have an advisor, the administration will request that a teacher assume that position. If there are not interested members of the instructional staff, the administration may seek advisors from outside the instructional staff.
 NOTE – MOVED FROM ARTICLE 7(E).

SCHEDULE C - FRINGE BENEFITS

- A. Teachers shall have a choice of either MESSA Plan A or Plan B.
- B. Plan A - For employees needing health insurance

Health	* Super Care I with \$5/\$10 drug card
Delta Dental	80/80/80: \$1,300
Life	\$20,000 AD&D with disability rider (\$35,000 effective with the conversion to Choices II Health Care
Vision	VSP-3 (VSP-2 Silver effective with the date of conversion to Choices II)
Long Term Disability	Benefits shall be paid at 70% of salary up to monthly maximum of \$3,000 (\$4,000 effective with the conversion to Choices II Health Care) and shall begin after the expiration of 90 calendar days. Pre-existing conditions will be waived according to underwriting requirements. Benefits shall continue to age 65 if disability occurs prior to age 61 and to age 70 if disability occurs after age 61.

* As soon as possible after ratification of the 2004-2008 Master Agreement, the health care plan will be changed to MESSA Choices II.

Plan B - For employees not needing health insurance

Delta Dental	100: 90/90/90: \$1,500
Life	\$30,000 AD&D (\$35,000 effective with the conversion to Choices II)
Vision	VSP-3 (VSP-2 SILVER effective with the date of conversion to Choices II)
Long Term Disability	Same as above.

In addition to the foregoing, Plan B enrollees shall receive \$225 (effective 2003-04) per month in cash under a qualified Section 125 Plan.

The contribution for part-time employees shall be prorated.

Any amounts in excess of the contribution levels for any employee will be payroll deducted as a condition of this agreement.

SCHOOL CALENDAR

The school calendar shall conform to the TISD calendar to the extent possible. It shall contain at least the number of days and hours required by the State School Code and the State School Aid Act for student instruction and teacher professional development for each year of the Agreement.

MAYVILLE COMMUNITY SCHOOL CALENDAR *
2004 – 2005 Calendar

<u>Date</u>	<u>Event</u>	<u>Student/ Teacher</u>
Monday, August 23	Teachers 1 st Day (Professional Development)	--
Tuesday, August 24	Professional Development	--
Wednesday, August 25	1 st day of school for students -½ day of school, students dismissed at 12:00 - Teacher staff meetings in p.m.	5/7
Friday, September 3 Monday, September 6	Labor Day Holiday – NO SCHOOL	--
Tuesday, September 7	Welcome Back Night (Elementary 5:30 p.m., Middle School 6:30 p.m., High School 7:30 p.m.)	20/20
Monday, October 18	County-wide Prof.. Dev. – NO SCHOOL	--
Friday, October 29	End of 1 st Marking Period	20/21
Thursday, November 4	Full day of school, PT Conferences 3:30 p.m. –8:30 p.m.	--
Friday, November 5	NO SCHOOL PT Conferences 9:00 a.m. - noon Teachers leave at noon	--
Thursday, November 25-26	Thanksgiving Break – NO SCHOOL	19/20
Wednesday, December 22	Last Day of School before Winter Break	16/16
Tuesday, January 4	School Resumes	--
Friday, January 14	End of 1 st Semester ½ day of school for students. Full day for staff	--
Monday, January 17	2 nd Semester Begins	20/20
Monday, February 21	President's Day – NO SCHOOL	19/19
Thursday, March 3	PT Conferences K-12, 1-4 p.m., 5-7p.m. Students dismissed at 12:30	--
Friday, March 4	Professional Development- NO SCHOOL	--
Friday, March 18	Last Day of School before Spring Break	--
Monday, March 28	School Resumes	--
Thursday, March 31	End of 3 rd Marking Period	17/18
Monday, May 30	Memorial Day – NO SCHOOL	42/42
Thursday, June 2	Last Day of School for Students, ½ day for students	2/2
TOTAL		180/185*

*THE EQUIVALENCE OF ONE (1) DAY WILL BE SCHEDULED BY THE PRINCIPAL AT EACH BUILDING ON FULL STUDENT INSTRUCTIONAL DAYS BEFORE AND/OR AFTER SCHOOL FOR PROFESSIONAL DEVELOPMENT.

The 2006-07 and 2007-08 calendar will have the same number of full and half days for students and staff as the 2005-06 calendar.

**2005-2006 Calendar
Mayville Community Schools**

<u>Date</u>	<u>Event</u>	<u>Student/ Teacher</u>
Thursday, August 25	Teachers 1 st Day (Professional Development)	--
Friday, August 26	Professional Development	--
Monday, August 29	1 st day of school for students -1/2 day of school, students dismissed at 12:00 - Teacher staff meetings in p.m.	4/6
Friday, September 2 Monday, September 5	Labor Day Holiday – NO SCHOOL	--
Tuesday, September 6	Welcome Back Night (Elementary 5:30 p.m., Middle School 6:30 p.m., High School 7:30 p.m.)	20/20
Monday, October 17	County-wide Prof.. Dev. – NO SCHOOL	--
Wednesday, November 2	End of 1 st Marking Period	20/21
Thursday, November 10	Full day of school, PT Conferences 3:30 p.m. –8:30 p.m.	--
Friday, November 11	NO SCHOOL PT Conferences 9:00 a.m. - noon Teachers leave at noon	--
Thursday, November 24-25	Thanksgiving Break – NO SCHOOL	19/20
Wednesday, December 21	Last Day of School before Winter Break	15/15
Tuesday, January 3	School Resumes	--
Friday, January 20	End of 1 st Semester-1/2 day for students	--
Monday, January 23	2 nd Semester Begins	21/21
Monday, February 20	President's Day – NO SCHOOL	19/19
Thursday, March 2	PT Conferences K-12, 1-4 p.m., 5-7p.m. Students dismissed at 12:30	--
Friday, March 3	Professional Development- NO SCHOOL	--
Friday, March 17	Last Day of School before Spring Break	--
Monday, March 27	School Resumes	17/18
Friday, March 31	End of 3 rd Marking Period	--
Monday, May 29	Memorial Day – NO SCHOOL	42/42
Monday, June 5	Last Day for Teachers, 1/2 day for Students	3/3
TOTAL		180/185

2006-2007 Calendar
Mayville Community Schools

<u>Date</u>	<u>Event</u>	<u>Student/ Teacher</u>
Thursday, August 24	Teachers 1 st Day (Professional Development)	--
Friday, August 25	Professional Development	--
Monday, August 28	1 st day of school for students -½ day of school, students dismissed at 12:00 - Teacher staff meetings in p.m.	4/6
Friday, September 1 Monday, September 4	Labor Day Holiday – NO SCHOOL	--
Tuesday, September 5	Welcome Back Night (Elementary 5:30 p.m., Middle School 6:30 p.m., High School 7:30 p.m.)	19/19
Monday, October 16	County-wide Prof.. Dev. – NO SCHOOL	--
Wednesday, November 1	End of 1 st Marking Period	21/22
Thursday, November 9	Full day of school, PT Conferences 3:30 p.m. –8:30 p.m.	--
Friday, November 10	NO SCHOOL PT Conferences 9:00 a.m. - noon Teachers leave at noon	--
Thursday, November 23-24	Thanksgiving Break – NO SCHOOL	19/20
Thursday, December 21	Last Day of School before Winter Break	15/15
Wednesday, January 3	School Resumes	--
Friday, January 19	End of 1 st Semester-1/2 day for students	--
Monday, January 22	2 nd Semester Begins	21/21
Monday, February 19	President's Day – NO SCHOOL	19/19
Thursday, March 2	PT Conferences K-12, 1-4 p.m., 5-7p.m. Students dismissed at 12:30	--
Friday, March 3	Professional Development- NO SCHOOL	--
Friday, March 23	Last Day of School before Spring Break	--
Friday, March 23	End of 3 rd Marking Period	16/17
Monday, April 2	School Resumes	--
Monday, May 28	Memorial Day – NO SCHOOL	43/43
Tuesday, June 5	Last Day for Teachers, ½ day for Students	3/3
TOTAL		180/185

**2007-2008 Calendar
Mayville Community Schools**

<u>Date</u>	<u>Event</u>	<u>Student/ Teacher</u>
Thursday, August 23	Teachers 1 st Day (Professional Development)	--
Friday, August 24	Professional Development	--
Monday, August 27	1 st day of school for students -1/2 day of school, students dismissed at 12:00 - Teacher staff meetings in p.m.	4/6
Friday, August 31 Monday, September 3	Labor Day Holiday – NO SCHOOL	--
Tuesday, September 4	Welcome Back Night (Elementary 5:30 p.m., Middle School 6:30 p.m., High School 7:30 p.m.)	19/19
Monday, October 15	County-wide Prof.. Dev. – NO SCHOOL	22/23
Friday, November 2	End of 1 st Marking Period	
Thursday, November 8	Full day of school, PT Conferences 3:30 p.m. –8:30 p.m.	--
Friday, November 9	NO SCHOOL PT Conferences 9:00 a.m. - noon Teachers leave at noon	--
Thursday, November 22-23	Thanksgiving Break – NO SCHOOL	19/20
Friday, December 21	Last Day of School before Winter Break	15/15
Thursday, January 3	School Resumes	--
Friday, January 18	End of 1 st Semester-1/2 day for students	--
Monday, January 21	2 nd Semester Begins	21/21
Monday, February 18	President's Day – NO SCHOOL	20/20
Thursday, March 6	PT Conferences K-12, 1-4 p.m., 5-7p.m. Students dismissed at 12:30	--
Friday, March 7	Professional Development- NO SCHOOL	--
Friday, March 21	Last Day of School before Spring Break	--
Friday, March 21	End of 3 rd Marking Period	15/16
Monday, March 31	School Resumes	--
Monday, May 26	Memorial Day – NO SCHOOL	43/43
Tuesday, June 3	Last Day for Teachers, 1/2 day for Students	2/2
TOTAL		180/185

LETTERS OF AGREEMENT

LETTER OF AGREEMENT
BETWEEN THE
MAYVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION
AND THE
MAYVILLE EDUCATION ASSOCIATION/MEA

RE: SALARY SCHEDULE A

It is hereby agreed by the parties set forth above as follows:

Gary Osowski will continue to be paid on the BA column until sufficient credits are earned to advance laterally.

For The District Date

For The Association Date

LETTER OF AGREEMENT

BETWEEN THE

MAYVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

TRI-COUNTY BARGAINING ASSOCIATION

The parties hereby agree as follows:

1. The district will reimburse for test registration fees for the state of Michigan department of education exams to become highly qualified under the No Child Left Behind Act provided:
 - A. The test involves an area in which the teacher is certified at the time of registering for the exam.
 - B. There will only be one payment made per test and the teacher must pass.
 - C. The test must be taken by December 31, 2005 and the results provided as soon as they are received (but no later than March 15, 2006) to the Business Office.

2. This constitutes the entire understanding of the parties. This agreement shall expire on December 31, 2005.

For the District	Date	For the Association	Date
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LETTER OF AGREEMENT

BETWEEN THE

MAYVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

TRI-COUNTY BARGAINING ASSOCIATION

The parties hereby agree as follows:

Those teachers who did not receive an increment on either the regular or longevity pay schedule or a lane change for 2004-2005, will receive a "one time off- schedule" payment in the amount of \$750 dollars. The payment will be made within thirty calendar days of ratification by the parties. This amount will be deducted from the ERI payments made under Schedule (A)I.

For the District Date

For the Association Date