

- 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 senior 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.
- K. If any provision of this agreement conflicts with or is inconsistent with the Revised School Code, The Michigan Teachers' Tenure Act, or the Public Employment Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of this agreement will not be followed or enforceable.

#### 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. This transfer will not take place without discussion with said teacher or reasonable cause.

**ARTICLE XII - PAID LEAVE****Leave Day**

- A. At the start of each new school year, each teacher having one (1) or more years of employment with the District shall be credited with twelve (12) leave days. Teachers with less than one (1) year shall be credited with one (1) day per month starting with the first work day of the year. Leave days may be used by staff in increments of no more than three (3) consecutive work days without the notification of the administrative staff.

Leave day usage that will consist of four (4) or more consecutive work days will require administrative approval at least two (2) days in advance of the first requested day off. The superintendent may waive the requirement in case of an emergency.

At the end of each school year, unused Leave Days will be credited to the teacher's accumulated sick days and may only be used as sick days.

- B. **Long Term Use of Sick Leave**

In cases of long-term disability or illness lasting more than two (2) 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 second pay period.

- C. **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.

- D. **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.

E. 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.

F. 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.

G. Rate of Leave Accumulation

The maximum accumulation from year-to-year will be 100 days.

H. 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.

I. 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 receipt of the teacher's letter of intent to return, the teacher's bidding rights shall be reinstated. 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. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher when possible. Covert surveillance devices shall be strictly prohibited.

B. All evaluations shall be reduced to writing and a copy given to the teacher as soon as possible. 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.

C. 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.

**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 accidental 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 in any arbitrary or capricious manner. Any such discipline, reprimand, reduction in rank or compensation or advantage 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.
  
- 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

empowered with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to the ratification by both the Board and the Association.

- 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.

- C.
  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.

- D. The time limits in this Article shall be strictly construed. The time limits may only be extended mutually and in writing. Should the Association fail to institute a grievance within the time limits, the grievance shall be denied. Should the Association 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.
- E. 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.
- F. 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.
- G. 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.

- F. It is agreed that all contractual issues that need to be discussed by the Superintendent and the President of the Mayville Education Association will happen outside the scope of the normal teaching day whenever possible. However, if the Superintendent feels it is necessary to conduct such business during the President's prep time, the President will receive comp time for the prep time lost. The use of such comp time or accumulated comp time will be at the discretion of the President. The Superintendent and President will mutually agree to the amount of time that will be compensated.

**ARTICLE XIX - DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall continue in effect until August 20, 2014.

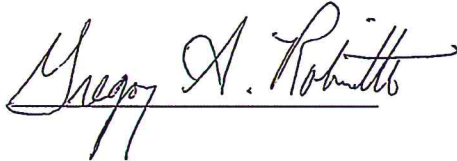
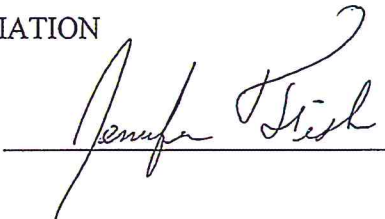
This Agreement may be extended by mutual consent (in writing) and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

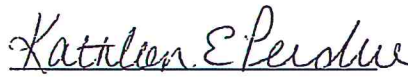
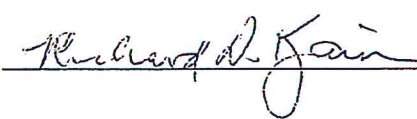
  
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President

  
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Secretary

MAYVILLE EDUCATION ASSOCIATION

  
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TRI-COUNTY BARGAINING ASSOCIATION

  
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