

Master Agreement

**Between the
Maple Valley Education
Association,
ECEA/MEA/NEA**

And the

Maple Valley Public Schools

July 1, 2012– June 30, 2013

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AGREEMENT

This Agreement entered into this 1st day of July, 2012 by and between the Board of Education, Maple Valley Schools, Vermontville, Michigan, hereinafter called the "Board", and the Eaton County Education Association, hereinafter called the "Association".

WITNESSETH

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. In consideration of the following covenants, it is hereby agreed as follows:

ARTICE I - RECOGNITION

- A. The Board recognizes the Maple Valley Education Association, the Michigan Education Association and the Eaton County Education Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all certified teaching personnel including alternative education teachers, and speech and hearing therapists, guidance counselors and librarians, but excluding community education employees, athletic director, aides, substitute teachers, supervisors and all other employees.
- B. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. All references to male teachers shall include female teachers.
- C. The term "supervisor", when used hereinafter in the Agreement, shall refer to any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees; or to direct them, adjust their grievances or to effectively recommend such action provided that the exercise of such authority with regard to the foregoing is not merely routine or clerical in nature, but requires the use of independent judgment.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Act, the Board hereby agrees that every employee of the Board covered in the Agreement shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiations. As a duly-elected body exercising governmental power under the color of the 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 the Act; that it will not

discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to use rooms in the school building for meetings. Said rooms to be arranged with the building representative of the Board of Education upon request of the Association.
- D. The Association representatives shall be permitted to transact Association business on school property at a time outside of school hours. Any organized transaction of Association business during regular hours must be with the approval of the Building Principal, providing that this business shall not interfere with or interrupt normal school operations.
- E. The Association and its members shall have the right to use school equipment in the preparation of Association business. Said equipment shall be used at the normal location of the equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Non-teaching office personnel may assist when advisable.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the teacher mailboxes for communication with teachers and the general building delivery service.

The association has the right to use the district server and computer e-mail system to communicate union business. The Association also has the right to use the district interoffice mail system and mailboxes to distribute communications. The Association acknowledges that anything on a district server can be obtained through FOIA.

- G. The Board of Education agrees to make available to the Association tentative budgets, approved operational budgets, general school district financial information related to the school district, annual financial reports, register of certified personnel and addresses, agenda and minutes of Board meetings, membership data, and any other information that is actually public information. Salaries of teachers and step on the salary schedule will be provided annually. Said information shall be provided upon request by the Association.
- H. Prior to implementation, the Board may consult with the Association representatives on any new or modified fiscal, budgetary or tax programs, construction program, or major revisions of education policy, which are proposed or under consideration.
- I. The Board shall make available in each building a room to be used as a lounge/work room by teaching, non-teaching and administrative personnel. This

room shall be for the exclusive use of the teaching, non-teaching, and administrative personnel.

- J. A copy of the Board of Education policies shall be made available in each building annually.
- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, disability or national origin.
- L. The rights granted herein to the Maple Valley Education Association shall not be granted to any other teacher labor organization.
- M. The teacher shall be entitled to full rights of citizenship and no religious, political, or personal activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. If the teacher's personal behavior interferes with the normal classroom activities or student-teacher relationship, then a joint meeting of Board and Association representatives will discuss the situation with the teacher and take any necessary action.
- N. The Board will endeavor to place among the first five items under New Business on the agenda, matters involving the Maple Valley Education Association. These must be presented to the Board at least nine (9) calendar days preceding the regular Board meeting.
- O. The existing telephone facilities will be made available to teachers for their reasonable use. Long-distance calls shall be charged to the teacher placing the call unless the call was made for school business and approved by the Building Principal.
- P. The duties of any newly-created position with the bargaining unit which are in conflict with the Master Agreement shall be subject to negotiations between the parties.
- Q. Adequate off-street parking facilities shall be provided whenever possible and advisable. Reserved parking will be provided all staff members in buildings which have off- street parking. An adequate number of spaces will be reserved for staff cars, except in cases of emergency.

ARTICLE III – MANAGEMENT RIGHTS

- A. The Board of Education on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to their professional employment.
 2. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees; continue to determine qualifications of all employees and the conditions for their continued employment or dismissal or demotion; and to promote and transfer all employees.
 3. Determine the hours of work, starting times and scheduling of the work force in accordance with local conditions and/or requirements of the State of Michigan.
 4. Determine the services, supplies, equipment, facilities, methods, schedules, means and processes for carrying on the general school operations as directed by local conditions and/or the State of Michigan.
 5. A physical examination, as a condition of employment, possibly will be required at Board expense.
 6. Determine the number, location, relocation or grade level division of all school facilities.
 7. Determine the placement of operations, service and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 9. Determine the size of the management organization; its functions, authority and the amount of supervision necessary to operate the schools in accordance with local conditions and/or the laws of the State of Michigan.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The matters contained in the Agreement and/or exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement without mutual approval of both parties.

ARTICLE IV – PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an authorization for Professional Dues deductions as established by the Association. Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues from the second regular salary check beginning in September and ending in May each year. Such deductions shall be forwarded to the Association.
- B. Any teacher not a member in good standing or who does not make application for membership within thirty (30) days from commencement of his/her teaching duties, shall pay a representative benefit fee to the Association in an amount determined by the Association. The teacher may authorize payroll deduction for such fee in the same manner as provided for Association members in preceding Section A.
- C. It is understood that bargaining unit members in arrears are subject to court action, costs and fees. The Board bears no responsibility for non-compliance by an individual bargaining unit member.
- D. The Association will protect and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of action or non-action by the Board or its agents for purposes of complying with this Article.
- E. Section D of this Article is valid and enforceable by the Board only when they are in substantial compliance with its provisions.
- F. Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for annuities credit union and buy-out plan for Michigan Public School Employees Retirement System (MPSERS).
- G. All new employees will be required to use the Maple Valley Schools' direct deposit system with their financial institution(s). The district may require that all present employees use direct deposit in compliance with Michigan law.

ARTICLE V – WORKING CONDITIONS AND HOURS

- A. The normal workday in the Junior and Senior High Schools shall be as follows:
 - *MONDAY/WEDNESDAY/FRIDAY JH/HS: 7:10 A.M. – 3:05 P.M.
 - * TUESDAY & THURSDAY: 8:00 A.M. – 3:05 P.M.

B. The normal workday in grades K-5 shall be as follows:

*MONDAY/WEDNESDAY/FRIDAY ELEM: 7:25 A.M. – 3:20 P.M.

* TUESDAY & THURSDAY: 8:20 A.M. – 3:20 P.M.

* Times may be jointly adjusted to insure Maple Valley Schools meet the minimum student instruction time to receive full state aid.

* Lunch periods at least of thirty (30) minutes each.

C. Normal Teaching Assignments

The following guidelines shall apply to all teachers:

1. Any time a specialist is absent from school and normally the specialist is responsible for all the students within a given regular classroom, an attempt will be made to provide a substitute teacher.

2. Teachers in all buildings shall be expected to attend staff, curriculum or in-service meetings outside of regular employment hours with said meetings to be limited in number. Teachers shall have an opportunity to have items placed on the meeting agenda, providing the building principal is notified at least three (3) days prior to the date of the meeting.

Staff meetings shall be one (1) per month with the option of a second staff meeting to be called if determined necessary by principal and staff, consensus required for second staff meeting with three (3) days prior notification of staff meeting(s).

3. Planning time:

Jr/Sr High School: Monday, Wednesday & Friday 7:10-8:00

Elementary: Monday, Wednesday & Friday 7:25-8:15

D. The Association agrees that lack of student enrollment in a specific class or subject area could result in an appropriate reduction of staff. Should declining enrollment and/or reduced funding necessitate a revision in the instructional workday, such revision shall be subject to negotiations between the parties.

E. No teacher at the Junior High School level shall be assigned more than four (4) preparations each trimester and at the Senior High School no more than four (4) preparations. More than four (4) preparations shall be by mutual consent between the teacher and Administration. A reasonable effort will be made to keep preparations limited to three (3), primarily for probationary teachers. The Association will be notified of any such agreements.

- F. In the event it becomes necessary for an employee to assume teaching responsibilities or other administratively assigned duties during his/her conference or preparation period, or when he/she is administratively assigned any duty in addition to the normal instructional day [i.e. noon supervision, bus supervision, recess duty (except for normal recess rotation) and all other such non-teaching duties], he/she shall be compensated in accordance with this contract.
1. An employee engaged in any of the foregoing activities for less than thirty (30) minutes shall be compensated at one-half (1/2) the rate specified in Article XXI, Section H. An employee so engaged for thirty (30) minutes or more shall be compensated at the full rate specified in this contract.
 2. It is understood that the Board is not obligated for the extra pay provisions on days when it is necessary to dismiss school early because of inclement weather or other emergency.
- G. All staff members, except those involved with in-school suspension room program or other mutually agreed programs, shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. The matter of compensation for assigned lunch duties in such programs shall be negotiated with the Association at the time such programs are being implemented.
- H. When determined by the Board that there is a student need and financial resources are available, the Board shall employ teachers in specialized areas including art, physical education, vocal music, instructional music, and library (as maintained by librarians or library aides).
- I. In the event a qualified substitute teacher is not available, the regular classroom teacher shall receive additional compensation at the rate specified in Article XXI of this Agreement. In the event that a co-teacher is absent, the district will provide a substitute teacher unless OK'd by the working teacher.
- J. Specialized teachers required to substitute for regular classroom teachers shall be compensated at the rate specified in Article XXI of this Agreement.
- K. Teachers are not expected to report to school on snow days when school is not in session. In the event a teacher has requested a Sick Leave Day or a Personal Business Day when school is closed for the above reasons, he/she shall suffer neither loss of salary nor loss of leave time.
- Negotiated arrangements will have to be made to make up Act of God days in compliance with state guidelines to receive state aid. The plan to make up Act of God days will be listed with the School Calendar as miscellaneous information.
- L. Parent-teacher conferences shall be scheduled in accordance with the negotiated calendar as set forth in Appendix A.

- M. There may be job sharing with pro-ration of benefits and pay. However, teachers who are employees for less than half time shall not receive health, dental, vision or long term disability insurance. Seniority shall not be pro-rated.
- N. The parties shall meet and review the recess and lunch hour operation in the elementary buildings no later than the end of the first marking period.

ARTICLE VI – ASSIGNMENTS AND QUALIFICATIONS

- A. It is the intent of the Board of Education to employ only teachers for regular teaching assignments who possess a minimum of a Bachelor's Degree from an accredited college or university; and hold a Permanent, Provisional, Continuing, or Professional Certificate. General state certification regulations shall be followed, and the employment of teachers on a full year permit basis shall be permitted only in cases of absolute necessity or in a special area of instruction with approval of the State Department of Education Certification Office. The use of the Official Michigan Highly Qualified Teacher Report-Revised May 8, 2006 will confirm and document those teachers who are "Highly Qualified" mandated by Federal No Child Left Behind legislation. (Highly Qualified Report form in Appendix F-1)
- B. Teachers shall not be assigned outside the scope of their teaching certificates or Highly Qualified status.
- C. Each teacher shall maintain with the office of the Superintendent of Schools and the building Principal the current address and telephone number which may be used to contact him/her in emergency matters while in the employ of the school district.
- D. The building Principal and teachers are encouraged to meet before the close of the school year and discuss general teacher assignments for the coming year. All teachers shall be given written notice of tentative schedules for the forthcoming school year no later than the close of school in June of the preceding school year. In the event that changes in such schedules are proposed, all teachers shall be notified and consulted by their principal as soon as possible.
- E. Elementary teachers shall be reassigned to their current position except in the following circumstances:
 - 1. A teacher applies for, and is awarded, a vacancy.
 - 2. There will be less sections of a given grade level the following year.
 - a. If the number of sections of a given grade level decreases, the least senior teacher(s) at that grade level will be displaced unless a more senior teacher voluntarily accepts displacement.

- b. If there is an overall reduction of elementary positions, layoff will occur in accordance with Article IX (Layoff and Recall).
- F. With the recommendation of teachers within a department, the Principal may select a Department Chairperson.
 - 1. The Department Chairperson shall:
 - a. Coordinate programs and materials within the department.
 - b. Serve as the instructional liaison between the teacher of the department and the school administration.
 - c. Assist in the evaluation of department curriculum.
 - 2. Department Chairpersons shall not be considered executive or supervisory employees.

ARTICLE VII – CLASS LOAD AND SUPPLIES

- A. Because the Board of Education has the statutory duty to educate all children, and because the student-teacher ratio is an important aspect of an educational program, and because the number of students and teachers required to instruct them has a direct bearing on the amount of work required of the individual teacher, the Association and Board agree that the size of the individual classes shall be given careful consideration; and any inequalities adjusted upon the request of the teacher if economically and educationally feasible and desirable. The parties recognize that the availability of adequate school facilities is desirable to insure the high quality of education, and that it is the goal of the Association and the Board.
- B. The Board and the Association agree that class size shall meet the following desired objectives except in traditional large group (possible team teaching) instruction, experimental-type classes, or ability grouping resulting in an uneven number of students in various class sections where the Association has agreed in writing to exceed the maximum. Every attempt will be made by administration to equally distribute students per class/per grade/subject level.

In grades K-5, maximum class size shall be 28, or a maximum of 34 with an aide. If the listed class sizes are exceeded, an aide shall be employed for a minimum of two (2) hours per day in the classroom where the overload exists. The teacher involved reserves the right to refuse the services of an aide, and shall state the same in writing to the building Principal. The Board reserves the right to employ and assign aides in special situations although the class size is lower than the established maximum limitations as stated in this Article. The Association agrees to release the Board from the class size and aide agreement in the event the Board furnishes the Association proof that the Board is financially unable to meet the agreement. (see letter of agreement between parties for 2012-2013)

A teacher refusing the services of an aide does not set a precedent for other teachers.

C. In the Junior-Senior High School, the Board and the Association agree that the student-teacher ratio considering a regular classroom certified teacher shall not exceed an average of 30 to 1 per class in the aggregate for the teacher's total normal work day. Excludes Physical Education, Band, Choir, etc. Counselors, librarians, and remedial reading teachers shall not be included in figuring this ratio. The time spent for any teachers teaching only part-time in the Jr.-Sr. High School shall be pro-rated for the amount of time teaching at the Jr.-Sr. High School. The administration shall make every effort to balance classes within subject areas.

D. Materials and Supplies:

1. The Board and Association recognize the importance of the availability of adequate teaching materials, texts, library materials, equipment and general test materials.
 - a. Representatives of the Board will confer with the teachers regarding the above-listed items.
 - b. A system of building requisition will be maintained for the above-mentioned items.
2. Present office services shall be maintained in each building.
3. The Board agrees to keep the schools adequately equipped and maintained within financial limitations.
4. The Board agrees to provide five-hundred dollars (\$500.00) on an annual basis for the maintenance of a reference library for teachers in each of the District's K-12 buildings. One-half (1/2) of the allotment shall be used in the elementary building and the remaining half used at the Jr.-Sr. High School.
 - a. Materials for the respective building libraries will be purchased upon teacher request of the building librarian and Principal.
 - b. Said materials will be located in the building where the request originated.

ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS

A. For purposes of this Agreement, a vacancy shall be defined as a newly created position or a position, which has been occupied by an employee who will not be employed in that position for the ensuing school year.

- B. Whenever a vacancy in any assignment within the bargaining unit shall occur, the Board shall publicize same by giving written notice of such vacancy to the Association President and provide for the appropriate posting in the teachers' lounges of each building for a period of six (6) workdays as well as posted on the District's website. In cases of emergency, the Association may agree to reduce the posting period.
1. At the completion of the posting period the position will be awarded. Employees bidding on and being awarded posted positions shall not be allowed to retract their bids. Transfer to a position will be at the discretion of the Employer, provided such transfer shall be no later than the start of the next full school year.
 2. In the summer months, such lists shall be posted in the Superintendent's office for ten (10) calendar days as well as on the District's website.
- C. Any teacher may apply for a vacancy in the bargaining unit. The application shall set forth the school, grade or position sought and the applicant's academic background. The decision shall be made by the Superintendent and the building Principal. All applicants currently employed by the Board shall be notified of the decision in writing.
- D. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary school grades and transfers between schools may be necessary.

ARTICLE IX – SENIORITY

- A. Seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit in the Maple Valley School District. Seniority shall be computed on the basis of paid days of employment. Leaves of absence granted pursuant to Article X, Paid Leaves of Absence, shall be considered as paid days of employment.
1. Time spent on layoff shall not be construed as a break in continuous service. Seniority, but not placement on the salary schedule, shall continue to accrue.
 2. Time spent on an unpaid leave of absence shall not constitute a break in continuous service, however, seniority and salary schedule credit shall not continue to accrue.
 3. A part-time employee shall have seniority computed on a pro-rata basis to coincide with the ratio of instructional time for which he is contracted to the instructional time of an equivalent full time position.
 4. Should two (2) or more teachers share the same first day and year of work, relative seniority rankings shall be determined according to the following criteria in the order stated:

- a. Date of Board action to hire;
 - b. Date of individual signing of initial contract; and
 - c. The individual with the lowest social security number will be first with notification of ranking made at date of hire.
5. After the effective date of this Agreement, only members of the bargaining unit shall possess, accrue and/or retain seniority within the bargaining unit.
- C. The Board shall provide the Association with a copy of the seniority list on or before August 15 annually. Such seniority list shall update the bargaining unit member's seniority through the end of the preceding school year.
- 1. The Association shall have the right to review the seniority and layoff lists prior to the implementation of layoff.
 - 2. In the event of a dispute, the Association shall have the right to file a written grievance with the Superintendent within four (4) workdays of reviewing said list.
- D. In the event of a necessary reduction in staff, the Board agrees to consider any and all requests for unpaid leaves of absence irrespective of the employee's position on the seniority list, provided that the granting of such requests does not necessitate the hiring of new staff.
- 1. Extensions of such leaves will be at the discretion of the Board.
 - 2. Requests for leaves shall be granted on a semester or school year basis.
 - 3. Seniority, but not salary schedule placement, shall accrue under leaves granted pursuant to Article IX, Section G.

ARTICLE X – PAID LEAVES OF ABSENCE

- A. At the beginning of each school year, all staff shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of 180 days. A teacher who does not fulfill a contract year shall be allowed one (1) day per month on any part of any month worked and shall refund any sick leave pay which may have been advanced.
- 1. The teacher may use all or any portion of his/her leave to recover from his/her illness or disability. In addition, the teacher may use as many days as necessary of his/her accumulated sick leave for illness in the immediate family as defined in Section F., 1., of this Article.

2. Part-time, regularly employed teachers shall receive a pro-rated portion of sick leave annually.
 3. Accumulated sick leave shall be maintained for the period of a Board approved leave of absence.
- B. Teachers who have knowledge of an impending condition, including but not limited to surgery, pregnancy, etc., shall notify the Board.
1. Notification shall be filed with the Superintendent within two (2) weeks of the teacher's knowledge.
 2. If requested, a physician's statement of the nature of the disability shall be provided by teacher.
 3. The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education may, in its discretion, request within the doctor's prescribed appointments with the teacher.
 4. The teacher may be required to submit to physical examinations by a physician selected by the Board. The Board agrees to pay all costs of such examinations.
 5. For all sick leave days claimed, the teacher shall, upon request, have a physician's certificate verifying physical disability, which prevents said teacher from fulfilling his/her teaching responsibilities.
 6. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties certified by the physician.
 7. Any employee absent because of extended or serious illness or injury shall, upon request, present to the Superintendent, prior to his/her return to service, a statement from his/her doctor indicating that his/her health is satisfactory for return to teaching duties.
 8. The teacher shall provide in writing general lesson plans and other materials required by the Principal for the duration of the absence in order to maintain curricula continuity through the substitute.
- C. Any employee who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall at the request of the employee receive from the Board of Education only the difference between the disability benefits provided by the Michigan's Worker's Compensation Law and the regular daily salary which shall be charged to the employee's accumulated sick leave providing such is available. If no sick leave is available, the District shall have no liability for payment beyond what worker's compensation provides. Such payment by the district shall be pro-rated to the equivalent amount of the employee's accumulated sick leave at the option of the employee.

- D. Employees shall be required to notify the building Principal or designee in the event of an absence due to sickness or injury before 6:15 a.m. of the morning of the expected day of the absence so that a substitute may be obtained. When circumstances make such notification impossible or unreasonable, it will be necessary for the employee to communicate with the Principal concerning the reason for failure to notify.
- E. Leaves of absence with pay chargeable to the employee's sick leave shall be granted for:
1. An emergency not to exceed three (3) days per school year. The building Principal shall be notified as soon as the nature of the emergency permits.
 2. Attendance at the school graduation of a spouse or children not to exceed one (1) day unless travel requires additional time.
 3. Emergency reasons as defined by the Superintendent.
- F. Leaves of absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:
1. The employee may take up to a maximum of five (5) consecutive school days per death in the immediate family. Immediate family is defined for purposes of this Article as spouse, parents, brother or sister, children, grandchildren, father or mother-in-law, grandparents, grandparents-in-law and others living within the teacher's household for whom he/she has custodial responsibility.
 2. The Employee may take up to two (2) days of paid leave per year for attendance at a funeral service of a member of their extended family. With prior approval by the district, the employee may use sick days, personal days or take an uncompensated day to attend the funeral services of a person whose relationship to the employee warrants such attendance.
 3. There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. The employee shall receive full daily salary with the jury pay being returned to the Board of Education less meal expenses when not provided by the Court.
- G. Two (2) personal leave days shall be granted each year.
1. Unused personal days shall carry over into the next year, with a maximum accumulation of five (5) days. Such days are intended for use for purposes that the teacher could not reasonably complete outside the normal school day.

2. It is understood that a personal day may not be used on the workday immediately preceding or immediately following a vacation day or holiday or the first or last day of the school year.
 3. Personal leaves are granted at the discretion of the district. The request must be in writing on an approved form at least three (3) working days prior to the date for which the leave is requested. An answer must be provided within two (2) working days after the day the form is turned into the building Principal.
 4. No more than three (3) personal leaves at Fuller Elementary, three (3) personal leaves at the Jr.-Sr. High School, and (2) personal leaves at the Alternative School shall be approved for the same day unless approved by the building administrator.
 5. Unused Personal Days, beyond five (5) shall be added to a teacher's accumulated sick leave at the end of each school year.
- H. Should a bargaining unit member be elected as an officer of the ECEA, the Association shall have the right to purchase up to a maximum of three (3) additional days of release time.

The officers of the Association shall be entitled to a maximum of twelve (12) school days per year, which may be used to attend Association meetings. Attendance at such meetings shall be by mutual agreement of the officers of the Association and building Principal; and not more than three (3) teachers who are officers at the local district, regional or state Association may be absent the same day. Any member of the bargaining unit serving as an officer of the ECEA may also attend such meetings within the days allowed so long as such member continues as a county officer. The Association agrees to reimburse the Board of Education for any salary paid substitute teachers during the absence of any officer of the Association on approved Association business.

ARTICLE XI – UNPAID LEAVES OF ABSENCE

A. General Leave Provisions

1. Applications for leave shall be submitted in writing at least ninety (90) calendar days prior to the commencement of the leave. The notification period may be waived at the Board's discretion.
2. Applications for leave shall include a statement of the beginning date of the leave and the date of return to regular employment.
3. Leaves of absence shall not exceed one (1) calendar year.
4. The Board, at its discretion, may grant an extension of any leave upon written request, provided such request is submitted at least thirty (30) days prior to the expiration of the leave.

5. Early termination or cancellation of any leave may be made upon mutual agreement of the parties.
 6. The Board shall notify the employee in writing thirty (30) calendar days prior to the expiration of a leave and advise the employee of his/her options. The employee shall reply to such notice in writing within fifteen (15) days of the Board's written notice.
 7. During a period of impending staff reduction, the Board agrees to consider all requests for unpaid leaves of absence.
 8. Upon return from an unpaid leave of absence which is less than one (1) school year, (from the first teacher workday through the last teacher workday), the teacher shall be returned to his/her former position. Teachers on leave are not required to return to their positions by the end of the school year to retain said positions, provided they have notified the Board of their intent to return from leave of absence and work the next school year.
 9. Upon return from an unpaid leave of absence which is equal to or more than one (1) school year, (from the first teacher workday through the last teacher workday), a teacher shall have the right to displace the least senior employee in a position for which he/she is certified.
- B. A teacher unable to teach because of personal illness or disability may be granted a leave of absence for the duration of such illness or disability for up to a period of one (1) year. In such situations, the teacher will be provided with insurance benefits, at no cost to the district, in accord with the rules and regulations of the insurance carrier for the duration of the leave.
- C. In lieu of the sick leave provisions contained in Article X, a teacher may request and may, at the discretion of the Board, receive a medical leave of absence for one (1) year.
1. Upon return from the leave, the teacher shall provide medical certification that he is physically able to resume full time employment.
- D. A military leave of absence shall be granted for any teacher who shall be inducted into any branch of the armed services of the United States. A teacher returning from such leave shall be subject to the provisions of Section H of this Article and the following:
1. Received an honorable or medical discharge;
 2. Is still qualified and competent to perform the duties of such teaching position;

3. Make application to the school district for re-employment within ninety (90) days of discharge; and
 4. Shall be given up to two (2) years credit as it applied to salary schedule advancement and sick leave.
- E. A leave of absence may be granted to any teacher for the purpose of participating in the Peace Corps, Teacher Corps, or Job Corps as a full time participant subject to the following:
1. The original leave may be for up to two (2) years;
 2. The teacher shall state his/her intention to return to this school system; and
 3. The time served shall be allowed for salary schedule advancement.
- F. The Board may grant a leave of absence for the purpose of further education improvement study subject to the following:
1. For the purpose of an educational study leave, the teacher must be enrolled as a full time student twelve (12) semester hours or term hours during the semester of approved leave.
 2. Application for such leave shall be made no later than April 1 of the year in which the leave is to commence; and
 3. Only one (1) teacher from grades Kindergarten through fifth (5) and one (1) from grades six (6) through twelve (12) may be on educational leave at the same time.
- G. The Board, at its sole discretion, may grant a leave of absence for other reasons.
- H. A leave of absence may be granted to an employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness.
1. Said request shall specify the beginning and anticipated ending dates of the leave and, where applicable, be accompanied by a doctor's verification of the nature of the child's illness.
 2. In case of leaves for illness, injury or child care, the Board agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the teacher has been employed by the Board for a minimum of five (5) continuous years.

ARTICLE XII – PROFESSIONAL IMPROVEMENT

- A. In-service and Professional Development programs shall be planned cooperatively by representatives of the Professional Development Committee to meet at a minimum the requirements of the Revised School Code.
1. One (1) elementary and one (1) secondary principal and two (2) other administrators shall be the representatives of the Board at planning meetings.
 2. Four (4) teachers (two from Fuller, one from the Jr. High, and one from the High School) shall be selected by the Association to represent the teaching staff. If required by law, a fifth teacher shall be appointed by the Association.
 3. All teachers shall be expected to attend scheduled in-service programs unless excused due to illness or some other unavoidable cause.
- B. Professional improvement shall be defined as professional improvement or subject matter improvement and shall not be considered as taking a specific course or number of courses.
- C. The Board shall reimburse the staff for expenses incurred as approved by the Professional Development Committee.
- E. The Board shall reimburse any teacher successfully completing any course directly related to education at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university with the following limitations:
1. Said course must have approval by the School administration prior to completion of the course.
 2. Any reimbursement requests for credits earned must be filed not later than thirty (30) days after completion of the course.
 3. A maximum of one-thousand dollars (\$1,000.00) per year at the end of each of the first five (5) years of teaching in the Maple Valley School District (September 1 through August 31), thereafter one-thousand dollars (\$1,000.00) for the remainder of the teacher's employment with the District shall be paid for advanced credits earned subject to the requirements herein.
 4. Only credits earned after the approval of this contract shall be considered for reimbursement under these terms.
 5. Any teacher receiving reimbursement payment under this provision shall stay with the District for at least one (1) full school year after receiving any payment. Any reimbursement payment received after the start of a school year shall require the teacher stay through the following school year.

Teachers leaving the District before fulfilling this one (1) full school year requirement shall reimburse all tuition monies paid to them by the District in the prior twelve (12) months.

6. Any required reimbursement may be deducted from the teacher's remaining paychecks.
- F. New professional employees being offered a contract will agree to give two (2) days without pay before school begins for in-service training.
 - G. There shall be professional development in the following areas as required for the specific staff member following state standards in CPR, AED, blood borne pathogens and distribution of medication if teachers are to witness Support Staff Personnel in the distribution.

ARTICLE XIII – PROFESSIONAL BEHAVIOR

- A. A teacher shall be entitled to have present a representative of the Association when he/she is being disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, unless necessity dictates immediate action. If, due to the unavailability of the employee and/or the building representative, a meeting to discuss the discipline has not been scheduled to be held within five (5) workdays, the administrator may proceed with the discipline. The administrator involved may also have another administrator present at the meeting.
- B. Complaints by a parent or a student directed toward an employee that cannot be resolved by the administrator at the time the complaint is brought to him/her shall be called to the attention of the employee. The administrator shall:
 1. Provide the employee an opportunity to meet with the parent or student with the administrator to reach resolution.
 2. Provide the employee an opportunity to reduce the employee's version of the matter to writing and to have that version attached to any written record of the matter; and
 3. Provide the employee with a copy of the written record, which the administrator expects to place in the employee's file.
- C. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom.
 1. If a pupil is excluded from the classroom, the teacher will furnish his/her administrator pertinent details of the incident(s) as promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal

or assistant returns the pupil to the classroom, he/she shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.

2. When requested by the teacher, the administrator will make reasonable attempts to arrange a conference including the student and his/her parent or legal guardian.
 3. Whenever it appears to the teacher and administrator that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take such steps as may be necessary to relieve the employee of responsibility with respect to such pupil.
- D. Any case of assault upon a teacher, which is related to the teacher's responsibilities in the District, shall be reported promptly to the administration and Board.

The Board shall provide the services of an attorney to advise the teacher of his/her rights and obligations with respect to the criminal prosecution of the assailant. The teacher shall cooperate with the proper legal authorities in the apprehension and prosecution of the assailant.

- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, shall provide legal counsel if requested in writing by the teacher and render necessary assistance to the teacher in his/her defense providing the teacher acted within the scope of Board of Education policy. Such Board action shall be in connection with coverage also involved through the Michigan Education Association Liability Program or the school district's liability insurance carrier.

Any injury, which arises out of or occurs within the course of the employee's employment shall be promptly reported to the building Principal. The employee shall be supplied with the appropriate form in the event a Worker's Compensation claim is to be filed.

- F. The Board shall investigate any matter covered under this Article and if they find the teacher was not responsible or is unjustly charged, they shall provide the necessary time off for the teacher to aid in the prosecution of an assailant and/or defense of litigation against the teacher. Such time off shall be without the loss of compensation and shall not be charged against any paid leave time.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- H. The discipline policies set forth in the respective student handbooks of the District will be made available to all students and staff at the beginning of each school year. Said discipline policies will set forth the general standards of

behavior expected of students enrolled in the District whether in the classroom, elsewhere on school premises, on a school bus or other school-related vehicle or at a school sponsored activity or event.

ARTICLE XIV – EVALUATION PROCEDURE

- A. No written reprimands, evaluations or written complaints shall be placed in a teacher's personnel file without his knowledge. Should an employee disagree with the contents of the item being placed in the file, he may, within ten (10) school days, have his written objections attached to the item.

Upon request of an employee, a committee composed of the Board's Labor/Management Committee, the employee, and an administrator shall convene and by a majority vote purge a written reprimand, evaluation, or written complaint which has been in the file more than five (5) years.

ARTICLE XV – GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written teacher personnel policies (only those board policies within the 3,000 series) directly applicable to wages, hours, or conditions of employment adopted by the Board and may be processed as a grievance as hereinafter provided:
1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services of or a failure to re-employ any probationary teacher;
 - b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule without good and sufficient reason.
 - c. Any subjective matter involving teacher evaluation.
 - d. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or dismissal).
- B. The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- C. A grievance may be withdrawn at any level without prejudice or record.
- D. In the judgment of the Association, if the grievance affects a group of teachers, the Association may reduce it to writing and process it at the Superintendent's level.

- E. The term "days" as used herein shall mean days when school is in session, except that during summer months when school is not in session, the term "days" shall mean Monday through Friday, excluding holidays.
- F. A written grievance shall contain the following:
1. It shall be signed by the grievant or grievants, or, if it affects the entire Association, by the Association representative.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the sections or sub-sections of the Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- G. A teacher or the Association, believing himself wronged by an alleged violation as specified in Section A, shall orally discuss the grievance with the building Principal either personally or accompanied by an Association representative within ten (10) days of when he should have been reasonably expected to have knowledge of the alleged occurrence.
1. The teacher shall advise the Principal that the discussion does in fact deal with a grievance.
 2. If the Association is not satisfied with the disposition of the grievance, or if no disposition is made within ten (10) days of the oral discussion of the grievance with the building Principal, the grievant may reduce the grievance to writing and submit it to the Principal within no less than five (5) days nor more than ten (10) days.
 3. Within ten (10) days of receipt of the written grievance, the Principal shall issue a written disposition of the grievance and shall furnish a copy to the grievant and the Association.
- H. If the Association is not satisfied with the disposition of the grievance, or if no disposition is made, the Association shall present the grievance to the Superintendent no more than ten (10) days after receipt of the answer, or if no answer is received, within ten (10) days of the last date such answer should have been given. The Superintendent or designee shall meet with the grievant and/or Association representative regarding the grievance. The Superintendent shall issue a written disposition of the grievance within ten (10) days of such meeting; and shall furnish a copy thereof to the Association, the grievant and the building Principal, and place a copy of same in the central administration file.

- I. If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made, the grievance may be submitted to binding arbitration. No later than fifteen (15) working days after the meeting with the Superintendent, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to mutually select an arbitrator.

If the parties are unable to mutually select an arbitrator, the party choosing arbitration shall file within ten (10) days of the attempt to select and no more than twenty (20) days after receipt of the Superintendent's answer a "Voluntary Labor Arbitration Demand" form with the regional office of the American Arbitration Association. Thereafter, selection of an arbitrator shall be in accordance with the Association's rules and procedures.

Upon selection, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

- J. The following provisions apply:

1. Neither the Board nor the Association shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.
3. The decision of the arbitrator shall be final and binding upon the parties subject to the right of either party to judicial review.
4. Should the Board challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.
5. The arbitrator shall interpret state and federal law only to the extent that he finds they affect the grievance on which he has been asked to rule. He shall cause to be changed only those rules and policies or actions of the Board, which he finds inconsistent with the negotiated Master Agreement.
6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative or representatives are to be at their assigned duty stations.
7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.

ARTICLE XVI – NEGOTIATION PROCEDURES

- A. In any negotiations between the parties, neither shall have any control over the selection of the bargaining representatives of the other. Each party may select its representatives from within or outside the school district. The parties mutually pledge that such representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations subject only to final ratification of the parties.
- B. Matters not specifically covered by the Agreement, but of common concern to the parties, may be subject to negotiations upon mutual agreement of the parties.
- C. The Association shall designate Association Representatives.
- D. Before February 1, 2013 of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a new contractual agreement.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

- A. The Board shall maintain a system for hiring substitute teachers.
- B. Within thirty (30) days of ratification, the final draft of this Agreement shall be prepared for printing by the District. Copies of this Agreement shall be printed at the expense of the Board and presented within sixty (60) days of ratification to all bargaining unit members now employed or hereafter employed by the Board. The Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use and publish a copy of the agreement on the District's Web site.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual teacher contract.
- D. The provisions of the Master Agreement shall be incorporated into and considered part of Board Policy.
- E. If any provision of the contract or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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. There shall be three (3) signed copies of the Agreement, one (1) of which shall be retained by the Board, one (1) copy by the Association, and one (1) by the Superintendent.
- G. It is understood and agreed that extra-curricular and supervisory assignments shall not be subject to the Michigan Statutes pertaining to teacher tenure.
- H. No bargaining unit member will be asked to distribute or administer medication to any student without proper training and a proper witness.

ARTICLE XVIII – SCHOOL CALENDAR

- A. The parties agree that the school calendar is negotiable including the length of the school year. It is further agreed that the calendar shall be negotiated to correspond with the duration of the Agreement.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by county or state health authorities) will be rescheduled to ensure that there are a minimum of student instruction as is required by the State School Aid Act. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the Calendars included within this Agreement.

The parties further agree that this contract provision has been negotiated with the intention of complying with the above provisions of the State Aid Act and to ensure that the District will incur no loss of State Aid. Should the State Aid Act be repealed and/or modified (with respect to Act of God days) during the term of this Agreement, the parties agree to comply with the minimum standards specified in the revised legislation.

- C. The school calendar is attached to and incorporated into this Agreement as Appendix A.

ARTICLE XIX - CONTRACTS

- A. Probationary and tenure curricular contracts shall be issued by October 1 or within thirty (30) calendar days of ratification of this contract, whichever is later. Any teacher employed after the ratification of this contract shall be issued said contract within thirty (30) calendar days of employment.
- B. Contracts are to be returned within twenty (20) calendar days from the date of issuance. If a teacher fails to return the contract within the specified time limit, or receives an extension from the Superintendent, he shall be subject to progressive discipline procedures.

ARTICLE XX – PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix B-1, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. The salary schedule is based upon a normal weekly teaching load, as herein defined by the accepted school calendar, including teacher meetings and parent-teacher conferences scheduled outside of the normal regular school hours. A teacher teaching beyond the normal weekly teaching load will be compensated by pro-rating his/her salary accordingly. Appendix H-1 will be used for pro-ration purposes.
- C. Teachers who are under contract with the Board shall receive compensation for extra-curricular activities in accordance with this Agreement as stated in Appendix B-2.
- D. All teachers may be given up to five (5) years of credit on the salary schedule for teaching experience outside of the Maple Valley Schools.
 - 1. Credit for experience beyond five (5) years may be granted by the Board.
 - 2. Two (2) years credit on the salary schedule shall be granted for active military service. Said credit may be included as part of the five (5) years allowance. Military service must be after a time when the teacher earned a Provisional Teaching Certificate and had been employed on a full time teaching basis for a minimum of one (1) year at Maple Valley.
- E. Increments shall become effective at the beginning of each school year.
- F. A teacher who acquires additional hours and/or degrees as designated in Appendix B-1 shall be advanced on the salary schedule at the beginning of each semester provided he has presented proper evidence of such additional hours and/or degrees at least one (1) week prior to the beginning of each semester. A college transcript or a letter from the course instructor or the college registrar's office shall constitute proper evidence.
- G. Teachers who are required in the course of their work to drive their personal automobiles on school business will be compensated at the IRS rate [or according to Board policy when the trip exceeds one-hundred twenty-five (125) miles from school.] A teacher who prefers to drive his/her personal automobile when a school vehicle is available will not receive this car allowance. Approval of requests for such trips and use of the school vehicles shall be determined by the Superintendent or his/her representative. Whenever possible, arrangements should be made with teachers from area schools to travel together and share travel expenses. Only one (1) employee of the Maple Valley Schools shall be allowed mileage compensation for driving to a convention when more than one (1) person from Maple Valley is in attendance.

- H. Should a teacher assume an extra class period assignment or work during planning period, duty-free lunch or before/after normal school day, he/she shall receive additional compensation at the rate of twenty dollars (\$20.00) per hour upon request.
1. When a teacher substitutes for less than thirty (30) minutes, he/she shall be compensated at one-half (1/2) the rate specified above. When a teacher substitutes for thirty (30) minutes or more, he/she shall be compensated at the full rate. Pro-ration of extra class period/work compensation will apply to trimester/block scheduling, i.e., seventy five minutes class period will result in teacher being paid 1.25 times the extra class period rate.
 2. Extra pay compensation accruing under this Article shall be remitted in the pay period following the time when the additional work occurs providing a proper request for payment has been made.
 3. The option of earning compensatory time in lieu of pay for extra work within the school day will apply as follows:
 - a. A teacher must accumulate seven (7) hours of compensatory time to earn a day off.
 - b. A maximum accumulation of two (2) days per teacher at any one time.
 - c. A teacher with an accumulation of two (2) days will be paid according to H-1.
 - d. Unused earned compensatory time may carry over to the next school year.
 - e. The granting of earned compensatory time will be according to Article X-G-2, 3, and 4 as with Personal Leave.
- I. In appreciation for services to the Maple Valley School District, employees who have worked at least fifteen (15) years for the District shall be paid for his/her unused sick days upon leaving the District. Such rate of compensation shall be twenty-five dollars (\$25.00) for three-fourths of unused sick days.
- J. Any employee who reaches the eleventh step shall receive longevity pay of two thousand seven hundred dollars (\$2,700.00), less 30% for the 2012-2013 at the rate of one thousand eight hundred and ninety (\$1,890) dollars.
- K. Compensation shall be delivered from central office in envelopes or via electronic direct deposit.
- L. Teachers shall have the option of receiving salary in twenty-one (21) or twenty six (26) biweekly pays. Those selecting twenty-six (26) pays may receive the balance of contract salary in a single payment on the twenty-first (21st) pay.

Under new IRS rules this is a one time only annual decision made at the beginning of each year.

- M. The alternative education employees will now follow the MVEA salary schedule. The alternative Education salary schedule is null and void. Alternative Education teachers will be placed on steps based on their hire date.

Article XXI- Earned Benefits

- A. The Board shall make the following maximum contributions toward the payment of health, LTD, dental, vision and life insurance premiums to a policy of the MVEA choice, for all full-time employees, with the payments being pro-rated for eligible part time employees who are one-half time or more who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. These contributions shall be equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted. The Association agrees to make the Board the Policyholder in order to qualify for State of Michigan 'best practices' eligibility.

Health Insurance:

Full Family	\$1,250 per month or \$15,000 per year
Employee Plus Spouse	\$ 958 per month or \$11,500 per year
Single	\$ 459 per month or \$ 5,500 per year

Dental Insurance:

Full Family	\$ 78 per month or \$927 per year
Employee Plus Spouse	\$ 62 per month or \$741 per year
Single Subscriber	\$ 26 per month or \$309 per year

Vision Insurance:

Full Family and Two Party	\$14.71 per month or \$176 per year
Single Subscriber	\$ 5.32 per month or \$ 64 per year

Long Term Disability/ Life	\$ 240.00 per year
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- B. Bargaining unit members electing to receive health, dental, vision, and or long-term disability insurance shall have shared premium amounts deducted through the District's Flexible Benefits Plan including Flexible Spending Accounts for members.
- C. Payroll deduction shall be available for all programs.
- D. No insurance subsidy will be paid to an individual to cover costs of a policy written by a company other than the carrier of the school group policy. The

individual must be part of the total group covered and not sign an individual policyholder form.

- E. Employees who work less than full time and half time or more shall receive a pro-rated share of fringe benefits. Such benefits shall be continued until the employee has received the pro-rata portion of the twelve-month insurance year earned as of the last day of employment, i.e., the number of calendar days divided by the number of teacher days equals the number of calendar days of fringe benefit coverage for each day worked and/or paid.
- F. Employee Earned Benefits will continue for twelve (12) months including through the end of the month the benefit was originally initiated, provided the employee has worked for the entire school year.

In cases where an employee does not work a full school year their Employee Earned Benefits will be pro-rated based on the number of days the employee worked that school year.

- G. The Board will not contribute toward the cost of health care insurance for a teacher on an unpaid leave of absence, except as provided in Section E of this Article and Sections B and H of Article XI (Unpaid Leaves of Absence).

ARTICLE XXII – LEAST RESTRICTIVE ENVIRONMENT & MEDICALLY FRAGILE STUDENTS

- A. The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member, except a school nurse, shall be required to provide school health services for any student except in an emergency situation.
- C. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures. The Employer shall pay all costs in connection with the training.
- D. For the purposes of this Article, the term "school health services," shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

ARTICLE XXIII – MENTOR TEACHERS

- A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the public schools shall be assigned a mentor teacher by the Superintendent or his/her designee. The mentor teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
 - 1. The mentor shall be a tenured member of the bargaining unit.
 - 2. Participation as a mentor teacher shall be voluntary.
 - 3. The Board shall immediately notify the Association when a mentor teacher is matched with a bargaining unit member (mentee). The assignment of the mentor teacher shall be finalized by the Administration within ten (10) workdays of the knowledge that a mentor teacher is needed.
 - 4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
 - 5. A mentee shall be assigned to only one (1) mentor teacher at a time.
 - 6. A mentor teacher may have up to two (2) mentees.
 - 7. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after six (6) months. The appointment may be renewed in succeeding years.
 - 8. If no tenured member of the bargaining unit agrees to take a mentee assignment, the Board may seek a mentor teacher outside of the bargaining unit in consultation with the Association.
- D. The Board and Association agree the relationship shall be confidential between the mentor and mentee. It shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee; because the purpose of the mentor-mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction.
 - 1. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

- E. Upon request, the administration shall make available reasonable release time so the mentor teacher may work with the mentee is his/her assignment during the regular workday with mutual agreement between the Administration and the mentor. Where possible, the mentor teacher and mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.
- G. Each mentor teacher shall be compensated at the rate of \$500 per mentee

ARTICLE XXV – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

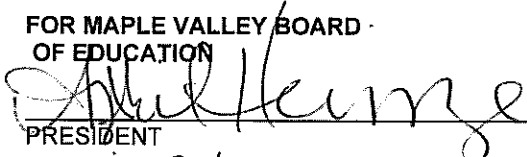
All negotiated changes in language shall become effective upon ratification of this Agreement by both parties with the following exception:

- 1. In Appendix A, calendars shall be effective for the years named.

Miscellaneous:

An Emergency Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

FOR MAPLE VALLEY BOARD
OF EDUCATION



PRESIDENT

6-25-2012

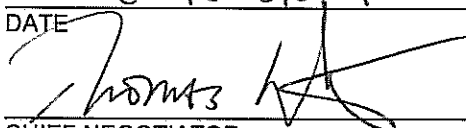
DATE

Andrea Montgomery

SECRETARY

6-25-2012

DATE

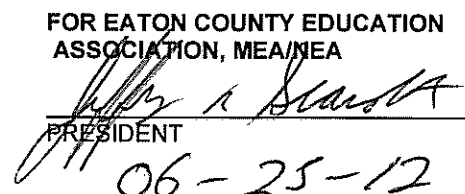


CHIEF NEGOTIATOR

6-25-2012

DATE

FOR EATON COUNTY EDUCATION
ASSOCIATION, MEA/NEA



PRESIDENT

06-25-12

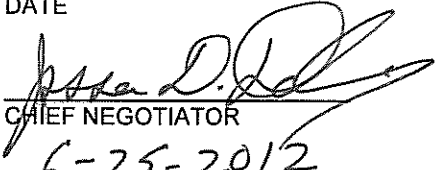
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Marijo Kralick

SECRETARY

6-25-12

DATE



CHIEF NEGOTIATOR

6-25-2012

DATE

Appendix A-1

MAPLE VALLEY SCHOOLS/2012-2013 Calendar

Staff PD	August 22
Staff Work Day & open house.....	August 28
Students begin full day of classes.....	September 4
Jr/Sr Conferences 4-7	October 24
Jr/Sr Conferences 4-7	October 25
No School	October 26
Elementary Conferences 4-7	November 6
Elementary Conferences 4-7	November 7
Elementary Conferences 4-7	November 8
Jr./Sr. Exams.....	November 19
Jr./Sr. Exams & End of first trimester [55 student days]	November 20
Records Day (No Students).....	November 21
Thanksgiving	November 22
No School	November 23
Begin Trimester 2	November 26
Winter Break – Begins after School.....	December 21
School Resumes	January 7
No School	January 21
Jr/Sr Conferences 4-7	January 30
Jr/Sr Conferences 4-7	January 31
No School	February 1
No School	February 18
Jr./Sr. Exams.....	February 27
Jr./Sr. Exams & End of second trimester [56 student days].....	February 28
Records Day (No Students).....	March 1
Begin Trimester 3	March 4
Elementary Conferences 4-7	March 26
Elementary Conferences 4-7	March 27
Elementary Conferences 4-7	March 28
No School Spring Break Begins.....	March 29
School Resumes	April 8
Jr/Sr Conferences 4-7	April 24
Jr/Sr Conferences 4-7	April 25
No School	April 26
No School	April 29
Memorial Day/ No School.....	May 24 & May 27
Jr./Sr. Exams.....	June 4
Jr./Sr. Exams.....	June 5
Jr./Sr. Exams End of third trimester [59 student days] ½ day for students	
Records Day for staff in Afternoon.....	June 6

Kids Days 169 full 1 - half days Total of 170 student days

Staff Days 174.5 plus 24 hours of PD time outside the contractual /Guidelines developed by PD Team/PD hours not completed by 4/15/13 will be deducted from payroll at \$20 per/hr

If necessary to add additional hours to meet the requirements for receiving full state aid, said hours shall be added before final exams.

Appendix B-1
2012-13 Salary Schedule

	BA	BA+20	MA	MA+20	Spec
1	35,389	36,749	38,054	39,354	40,658
1.5	36,326	37,722	39,062	40,398	41,735
2	37,263	38,695	40,069	41,441	42,811
2.5	38,252	39,720	41,131	42,540	43,946
3	39,240	40,745	42,193	43,638	45,081
3.5	40,280	41,826	43,312	44,795	46,276
4	41,319	42,906	44,431	45,951	47,470
4.5	42,415	44,043	45,609	47,168	48,728
5	43,510	45,180	46,786	48,385	49,985
5.5	44,663	46,376	48,025	49,668	51,310
6	45,815	47,572	49,264	50,950	52,634
6.5	47,030	48,833	50,571	52,300	54,053
7	48,244	50,094	51,877	53,650	55,472
7.5	49,523	51,423	53,251	55,073	56,917
8	50,801	52,751	54,625	56,495	58,361
8.5	52,147	54,149	56,073	57,992	59,907
9	53,492	55,546	57,520	59,488	61,453
9.5	54,909	57,019	59,044	61,065	63,083
10	56,326	58,491	60,568	62,641	64,713
11	58,216	60,381	62,458	64,531	66,603

The district will pay for fingerprinting and background checks made for any current employee as it pertains to PA 138 of 2005.

This schedule includes no movement for years of experience or additional education between the 2011-2012 and 2012-2013 school years.

APPENDIX B-2: EXTRA – CURRICULAR SCHEDULE

2012-13 MAINTAIN 5% Decrease in schedule wages

Teachers will be given consideration for all extra-curricular openings.

FOOTBALL

Head Varsity	11.0%
Assistant Varsity	7.0%
Assistant Varsity	7.0%
Head Junior Varsity	7.0%
Assistant Junior Varsity	6.0%

BASKETBALL

*Head Varsity	11.0%
*Junior Varsity	7.0%
Ninth Grade	6.0%
*Eighth Grade	5.0%
*Seventh Grade	5.0%

WRESTLING

Varsity	11.0%
Junior Varsity	7.0%
Junior High	3.0%

BASEBALL/SOFTBALL

*Varsity	9.0%
*Junior Varsity	7.0%
Freshman	5.0%

TRACK

*Varsity	9.0%
Junior High	
(Boys and girls combined)	4.5%
Assistant Junior High	
(Boys and girls combined)	3.0%

GIRLS VOLLEYBALL

Varsity	9.0%
Junior Varsity	6.0%
Freshman	6.0%
8 th Grade	4.0%
7 th Grade	4.0%

<u>VARSITY GOLF</u>	7.0%
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<u>CROSS COUNTRY</u>	6.0%
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<u>WEIGHT ROOM (Strength Condition Coach)</u>	5.0% per season
<u>Boys/Girls Soccer</u>	9.0%
<u>Elementary Vocal</u>	3.0%
<u>High School VOCAL MUSIC</u>	6.0%

Includes concerts, contests, graduation, community activities, PTO meetings, and other such events where the vocal group will be participating outside school hours.

* For coach of boys team or coach of girls team.

<u>BAND DIRECTOR</u> All present duties and concerts	12.0%
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<u>F.F.A.</u>	7.0%
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<u>CHEERLEADING</u>	
High School Varsity and J.V. Football	3.0%
High School Varsity and J.V. Basketball	3.0%
Ninth Grade	2.0%
Junior High	2.0%
Competitive Cheer	3.0%

<u>PLAY DIRECTION</u>	
All-school Drama Director	5.0%
All-school Musical or Follies (Director)	5.0%
(Assistant Director)	3.0%

<u>AGRI-SCIENCE - SUMMER</u>	10.0% of instructor's salary
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<u>YEARBOOK</u>	5.5%
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<u>CLASS ADVISORS (maximum of 2 per class)</u>	
Junior and Senior Classes (Based on Step 1 of BA Schedule)	3.0%
Freshman and Sophomore Class	1.0% (based on Step 1 of BA Schedule)

<u>JUNIOR HIGH STUDENT COUNCIL ADVISOR</u>	2.0%
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<u>QUIZ BOWL</u>	2.0%
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<u>NATIONAL HONOR SOCIETY</u>	3.0%
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<u>SPANISH CLUB</u>	\$200.00
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<u>DEPARTMENT CHAIRPERSONS</u>	\$550.00 all
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<u>BUILDING/DISTRICT SCHOOL IMPROVEMENT</u> <u>CHAIRPERSON (one Elementary & One Jr/Sr High)</u>	\$500.00
<u>ELEMENTARY GRADE CHAIR</u>	\$500.00
<u>VIRTUAL CLASSES</u>	10.0%

NOTE: In the event that financial difficulties preclude any sports program or extra-curricular activity from running a full season, such salaries shall be pro-rated for that portion of the season worked.

All salaries based on BA schedule and individual's years of experience at that position unless otherwise noted. / All the flat rates on Schedule B will go up the same % as BA Base beginning with 2006 contract.

Appendix C-1 Procedure for Joint Donated Sick Leave for Extraordinary Needs

The Maple Valley Schools (MVS), the Maple Valley Education Association (MVEA) and the Maple Valley Educational Personnel Association (MVESPA) mutually agree to the following:

1. Members facing the need for sick leave for personal or family medical crisis that are on the verge (pay period prior to) of exhausting their sick leave balance can request through the MVS to have sick leave donated by members of the MVEA or MVESPA or MVS to negate the disruption of their pay during the extraordinary need period.
2. Members of either, MVEA or MVESPA or MVS with a positive personal sick leave balance may voluntarily contribute one or more sick leave day(s) to a member of MVEA or MVESPA or MVS, who is in need of sick leave for extraordinary needs.
3. The Joint Donated Sick Leave Form (attached) identifies the recipient and the donors and the number of sick leave days that they are donating and their authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated sick leave balance as used. Sick Leave Days being donated can only be donated within a bargaining unit.
4. Sick Leave Days being donated will be counted as a full day even if the donors' day is less than a full day. A sick leave day is a sick leave day.
5. No member facing an extraordinary personal medical crisis who is facing exhaustion of his/her sick leave balance may receive contributions of more than ninety (90) sick leave days to implement Long Term Disability Income protection.
6. A member who receives donated sick leave is under no obligation to repay the days that may be credited to his/her personal balance.
7. The parties agree that a member's request will be reviewed by a Joint MVS/MVEA/MVESPA Committee (two (2) members each), who will approve or

disapprove the request with ties being decided by the Superintendent. The Joint Committee will provide administrative guidance on handling donated sick leave for extraordinary needs.

Joint Donated Sick Leave for Extraordinary Needs Form

We authorize the Maple Valley Schools (MVS) to deduct the identified number of sick leave days from my accumulated sick leave balance to be assigned to _____ as outlined in Appendix C-Procedure for Joint Donated Sick Leave for Extraordinary Needs in the Collective Bargaining Agreement.

Name	Signature	Number of Days
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX D-1 EMPLOYEE'S WARNING RECORD

**MAPLE VALLEY SCHOOLS
EMPLOYEE'S WARNING RECORD**

EMPLOYEE'S NAME: _____ **DATE:** _____

DEPARTMENT: _____

SUPERVISOR'S NAME: _____

DATE OF VIOLATION: _____ **TIME OF VIOLATION:** _____

NATURE OF VIOLATION: _____

STEP OF DISCIPLINARY ACTION:

- _____ **COUNSELED**
- _____ **VERBAL WARNING**
- _____ **WRITTEN WARNING**
- _____ **SUSPENSION (without pay)**
- _____ **TERMINATION**

DATE OF PREVIOUS WARNING: _____ **WHAT STEP:** _____

EMPLOYER REMARKS: _____

EMPLOYEE'S REMARKS: _____

My signature below is verification that I have received documentation of this written warning. It does not necessarily indicate agreement. I understand that I have 10 days to submit a rebuttal for attachment to this document.

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

SUPERVISOR'S SIGNATURE: _____ **DATE:** _____

CONFIDENTIAL:

CC: Personnel files

APPENDIX E-1 Computing FTE for REP Reporting and Pay Calculation

High School - based on Full Time assignment to teach 4 classes

# of Class Periods Taught	FTE	Planning Time	FTE	Total FTE
1	0.20	1/4 of class period	0.05	0.25
2	0.40	1/2 of class period	0.10	0.50
3	0.60	3/4 of class period	0.15	0.75
4	0.80	Full class period	0.20	1.00

Jr. High - based on Full Time Assignment to teach 5 classes

# of Class Periods Taught	FTE	Planning Time	FTE	Total FTE
1	0.1667	1/5 of class period	0.0333	0.20
2	0.3334	2/5 of class period	0.0667	0.40
3	0.5000	3/5 of class period	0.0999	0.60
4	0.6667	4/5 of class period	0.1332	0.80
5	0.8333	Full class period	0.1667	1.00

Elementary - based on Full Time Assignment to teach 5 days (Planning time not included in days less than 5)

# of Days Taught	FTE	Additional Planning Time	FTE	Total FTE
1*	0.20	1/5 of 280min (56)	0.03	0.23
2*	0.40	2/5 of 280min(122)	0.06	0.46
3*	0.60	3/5 of 280min (168)	0.09	0.69
4*	0.80	4/5 of 280min (224)	0.12	0.92
5	1.00	Included		1.00

* Full day teaching. No breaks or planning time during the day

Planning time FTE calculation:

280 minutes/week of planning time = .15 of full teaching assignment

1/5 of .15= 0.03 FTE for each full day of teaching

Letter of Understanding between the Maple Valley Education Association and the Maple Valley Educational Support Personnel Association with the Maple Valley Schools Board of Education

The purpose of this letter of understanding is to reflect the agreement between the above referenced parties relative to the scheduling of days and hours of employment for teachers and support staff for the 2012-13 school year.

This letter is necessary because the parties are involved in negotiations for comprehensive collective bargaining agreements (Master Agreements) to cover the 2012-13 school year that are not completed at this time. However, given the immediate need for development of student schedules, and the resulting impact on staff schedules, the parties wish to state their mutual, binding agreement for starting and ending times, and student and staff schedules, covering the 2012-13 school year.

The parties hereby agree that the school schedule and hours for the 2012-13 school year shall be as follows:

High School and Middle School

The high school and middle normal school day shall begin for teachers at 7:10 am on Mondays, Wednesdays and Fridays with a joint planning time from 7:10 a.m. to 8:00 a.m. On Tuesdays and Thursdays, teachers shall be in their classrooms and prepared to teach at 8:00 a.m. The teachers' normal work day shall end at 3:05 pm except when meetings are scheduled beyond the normal school day pursuant to the Master Agreement between the parties. Teachers shall continue to be entitled to a minimum 30 minute duty free lunch.

Elementary School

The elementary normal school day shall begin at 7:25 a.m. on Monday, Wednesdays and Fridays, with a joint planning period from 7:25 to 8:15 a.m. On Tuesdays and Thursdays, teachers shall be in their classrooms and prepared to teach at 8:20 a.m. The teachers' normal work day shall end at 3:20 p.m. except when meetings are scheduled beyond the normal day pursuant to the Master Agreement between the parties. Teachers shall continue to be entitled to a minimum 30 -minute duty free lunch. The District will continue to offer physical education specials for the 2012-2013 year.

It is understood that by moving to this schedule teachers in the high school and middle school will teach an additional class period, allowing the district to offer more electives to students. The board wishes to express its appreciation to all staff for agreeing to this change, and for the positive impact it will have on students and the district program.

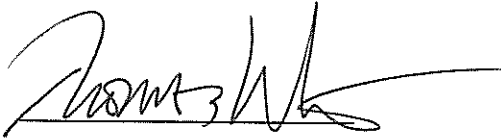
It is also understood that the agreed changes in scheduling may alter (reduce and or increase) the hours for employees covered by the Master Agreement between the district and the Maple Valley Educational Support Personnel Association.

It is intended that all aspects of the Master Agreements between the parties for the 2012-13 school year will be changed to be consistent with the above schedule. If there is any conflict between the 2011-12 contract and this Letter of Understanding, this Letter of Understanding shall prevail.

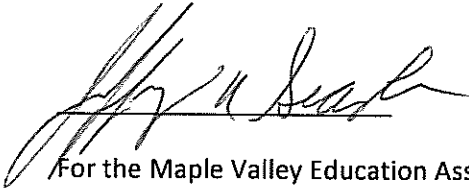
A copy of the staff and school schedule as agreed between the parties is attached to this Letter of Understanding... (SEE ATTACHED SCHEDULE SHEET)

This agreement may be changed only by a subsequent, signed agreement between the parties.

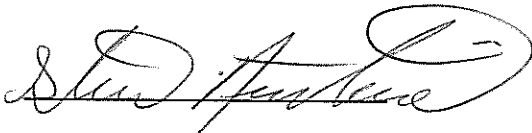
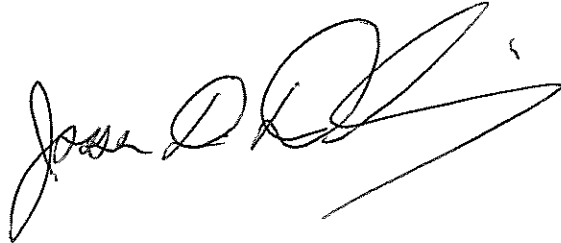
Executed on ~~March 23~~^{April 24}, 2012.



For the District



For the Maple Valley Education Association



For the Maple Valley Education Support Personnel Association

Below is the contract language that will be returned to the collective bargaining agreement between the parties subject to the Letter of Understanding to which these are attached.

Article VIII- Vacancies, Promotions and Transfers

- A.
 - 1. All persons who possess bargaining unit seniority, whether actively employed in the unit, on leave or layoff, who desire to return to the unit, shall be employed and assigned on the basis of seniority and certification until all bargaining unit positions are filled.
 - 2. Teachers who have voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority and certification. Such voluntary part-time teachers may apply for transfer to a vacancy in a full time position in accordance with this Article.

ARTICLE IX – LAYOFF AND RECALL and SENIORITY

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure shall apply:
 - 1. Probationary teachers shall be laid off first provided there are more senior teachers who are certified to fill the remaining positions.
 - 2. In the event a tenure teacher must be laid off, layoff will be on the basis of seniority and certification. Those teachers who are “Highly Qualified” mandated by Federal No Child Left Behind legislation will be confirmed and documented by the Official Michigan Highly Qualified Teacher Report – Revised May 8, 2006. (Highly Qualified Report form in Appendix F-1)
 - 3. No new teachers will be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified to fill the vacancy.
- B. Seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit in the Maple Valley School District. Seniority shall be computed on the basis of paid days of employment.

Leaves of absence granted pursuant to Article X, Paid Leaves of Absence, shall be considered as paid days of employment.

1. Time spent on layoff shall not be construed as a break in continuous service. Seniority, but not placement on the salary schedule, shall continue to accrue.
 2. Time spent on an unpaid leave of absence shall not constitute a break in continuous service, however, seniority and salary schedule credit shall not continue to accrue.
 3. A part-time employee shall have seniority computed on a pro-rata basis to coincide with the ratio of instructional time for which he is contracted to the instructional time of an equivalent full time position.
 - a. Teachers who have voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority and certification. Such voluntary part-time teachers may apply for transfer to a vacancy in a full time position in accordance with Article VIII.
 - b. A teacher whose position is reduced from full time due to a partial layoff shall have the right to a position for which he is certified and which is occupied by a bargaining unit member with the least district-wide seniority.
 4. Should two (2) or more teachers share the same first day and year of work, relative seniority rankings shall be determined according to the following criteria in the order stated:
 - a. Date of Board action to hire;
 - b. Date of individual signing of initial contract; and
 - c. The individual with the lowest social security number will be first with notification of ranking made at date of hire.
 5. After the effective date of this Agreement, only members of the bargaining unit shall possess, accrue and/or retain seniority within the bargaining unit.
- C. The Board shall provide the Association with a copy of the seniority list on or before August 15 annually. Such seniority list shall update the

bargaining unit member's seniority through the end of the preceding school year.

1. The Association shall have the right to review the seniority and layoff lists prior to the implementation of layoff.
 2. In the event of a dispute, the Association shall have the right to file a written grievance with the Superintendent within four (4) workdays of reviewing said list.
- D. In the event it is necessary to reduce staff, affected staff shall be notified at least thirty (30) calendar days prior to the effective date of layoff.
- E. Teachers who are laid off during a contract year shall be credited with an advancement of one (1) semester on the salary schedule provided they were employed for a minimum of sixty (60) days. A full year advancement on the salary schedule shall be credited to teachers employed one hundred and twenty (120) days or more of the school year.
- F. Recall shall be in reverse order of layoff provided the senior teacher(s) is certified for the open position(s).
1. Employees who are notified in writing of recall and fail to respond within five (5) workdays or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.
 2. The employee shall lose his right to recall upon refusal of the district's offer of a position which is substantially equivalent to that held at the time of layoff, provided the employee is not under contract with another school district.
 3. The Board shall contact teachers on layoff annually with regard to the teacher's desire to remain on the district's recall list. Such notification shall be by certified mail. Failure to respond within thirty (30) days of notification shall be considered a resignation.
- G. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence irrespective of the employee's position on the seniority list, provided that the granting of such requests does not necessitate the hiring of new staff.
1. Extensions of such leaves will be at the discretion of the Board.
 2. Requests for leaves shall be granted on a semester or school year basis.

3. Seniority, but not salary schedule placement, shall accrue under leaves granted pursuant to Article IX, Section G.

Article XI- Unpaid Leaves of Absence

- A. 10. Should a teacher returning from an unpaid leave of absence which is equal to more than one (1) school year (from the first teacher workday through the last teacher workday) not possess sufficient seniority and the appropriate certification to displace a less senior employee, he/she shall be subject to layoff pursuant to Article IX (Layoff and Recall) of the Master Agreement.

Article XIII- Professional Behavior

- C. No teacher shall be disciplined in an arbitrary or capricious manner.

Letter of Agreement

Maple Valley Public Schools (MVPS)
and
Maple Valley Education Association (MVEA)

The parties hereby agree that for the 2012-13 school year Article VII (B) of the collective bargaining agreement between the parties, which relates to class size and the districts obligation to hire teacher aides when class sizes exceed a minimum of 28 students, shall be suspended as the District is financially distressed and unable to meet this requirement for the 2012-13 school year. In return, the District agrees that it will make reasonable efforts to balance class size within grade levels in its elementary schools.

Within the first two weeks of the 2012-13 school year, the District will meet with the Association to discuss the balance of student loads for the elementary schools and will make reasonable efforts to address concerns raised by the Association.

This LOA represents the parties' entire understanding as to the matters to which it relates, and no other agreement on these matters is binding unless executed in writing and signed by the parties.

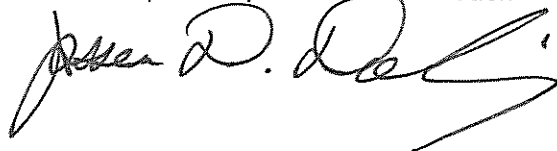
This letter of agreement shall expire on June 30, 2013.

Dated 6-25-2012 2012

For the Maple Valley Public Schools



For the Maple Valley Education Association



Letter of Agreement

Maple Valley Public Schools (MVPS)

and

Maple Valley Education Association (MVEA)

This Letter of Agreement (LOA) is being executed contemporaneously with the parties' approval of a tentative agreement of the collective bargaining agreement between the parties for the 2012-13 school year.

As a result of the enactment of PA 103 of 2011 a number of items in the current collective bargaining agreement between the parties have been rendered as "prohibited" under the Michigan Public Employment Relations Act, relative to the wages, hours and working conditions of persons working within the bargaining unit represented by the MVEA.

In an effort to comply fully with the law, the parties have identified provisions within the collective bargaining agreement that contain topics which are considered prohibited topics for bargaining and are therefore not included as part of the 2012-13 collective bargaining agreement between the parties.

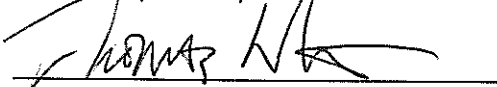
It is the understanding of the parties that a proposed Constitutional amendment will be on the ballot in November 2012, which, if passed, may reverse the impact of PA 103. In the event that the Constitutional amendment passes and is held to render the items referenced under the PA 103, as mandatory topics for negotiation, the following provisions which were part of the 2011-12 agreement between the parties (attached) shall be re-inserted into the collective bargaining agreement between the parties: Article IX; Article XI, A (10); Article XIII, A; Article XIII (C) which shall be worded as follows: "No teacher shall be disciplined in an arbitrary or capricious manner."

The parties understand that a court or administrative agency of competent jurisdiction may deem this LOA to be unenforceable since it relates to prohibited subjects of bargaining. However, the parties sign this LOA in the good faith belief that it is enforceable as written, and in the best interest of positive labor relations between the parties.

This LOA represents the parties' entire understanding as to the matters to which it relates, and no other agreement on these matters is binding unless executed in writing and signed by the parties.

Dated 6-25-2012 2012

For the Maple Valley Public Schools



For the Maple Valley Education Association

