

**Master Agreement**  
Between the  
**Maple Valley Education**  
**Association**  
**ECEA/MEA/NEA**  
And the  
**Maple Valley Schools**



July 1, 2016 – June 30, 2018

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## **AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 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:

### **ARTICLE 1 - 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.
- 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 2 – 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. A copy of the Board of Education policies shall be made available in each building annually.
- L. 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.
- M. The rights granted herein to the Maple Valley Education Association shall not be granted to any other teacher labor organization.
- N. The Board will endeavor to place among the first 5 items under New Business on the agenda, matters involving the Maple Valley Education Association. These must be presented to the Board at least 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 3 – 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 4 – PAYROLL DEDUCTIONS**

- A. 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).
- B. 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 5 – WORKING CONDITIONS AND HOURS**

- A. Workday hours:

*Jr./Sr. High School/Pathways*  
7:40 a.m. – 3:10 p.m.

*Grades 3<sup>rd</sup> – 6<sup>th</sup>*  
7:45 a.m. – 3:25 p.m.

*Pre K – 2<sup>nd</sup>*  
8:05 a.m. – 3:45 p.m.

- Times may be jointly adjusted to ensure Maple Valley Schools meet the minimum student instruction time to receive full state aid.
- Lunch periods for all traditional buildings shall be 30 minutes.
- Lunch period for Pathways building is 26 minutes.

- B. 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. All district teachers shall be expected to attend regularly scheduled staff, curriculum or in service meetings outside of regular employment hours. These meetings shall be held two times per month and are expected to last no more than one hour in duration. Meetings can continue past one hour upon mutual agreement between administrators and a majority of staff that such is necessary and warranted. Individuals are not required to remain at any meeting beyond one hour. Meetings will include at least 1 building meeting as well as either a school improvement meeting, an individual department meeting or an individual grade level meeting. An optional third meeting may be held upon agreement between administrators and a majority of staff that such is necessary and warranted. This optional meeting will always be preceded by at least three days' notice. Acceptable reasons for being absent from any meeting include but are not limited to other professional responsibilities such as Personal Development or coaching responsibilities (excluding

practice times which are expected to be scheduled to not conflict with these meetings), and other reasons as deemed appropriate by the administrator.

Staff meeting agendas will be disclosed 24 hours prior to each meeting. If an agenda is not provided, the meeting shall be cancelled unless an agreement between administrators and a majority of staff is reached indicating that the staff meeting may proceed despite the lack of an agenda 24 hours prior to the meeting. Teachers shall have an opportunity to request that certain items be placed on the agenda by submitting a written request to their building principal, outlining the proposed agenda item, prior to the 24 hour agenda disclosure deadline mentioned above.

3. Planning time:

- Jr/Sr High School: Monday, Wednesday & Friday 7:10-8:00
- Elementary: Monday, Wednesday & Friday 7:25-8:15

- C. If it becomes necessary for the District to revise the instructional workday during the term of this agreement, such reduction/revision will be subject to negotiation between the parties.
- D. In the event it becomes necessary for employees to assume teaching responsibilities or other administratively assigned duties during their conference or preparation period, or when they are 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], they shall be compensated in accordance with this contract.
1. An employee engaged in any of the foregoing activities for less than 30 minutes shall be compensated at one-half (1/2) the rate specified in Article 20, Section H. An employee so engaged for 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.
- E. 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 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.
- F. 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).
- G. In the event a qualified substitute teacher is not available, the regular classroom teacher shall receive additional compensation at the rate specified in Article 20 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.
- H. Specialized teachers required to substitute for regular classroom teachers shall be compensated at the rate specified in Article 20 of this Agreement.
- I. 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 PTO Day when school is closed for the above reasons, they shall suffer neither loss of salary nor loss of leave time.

- J. 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.
- K. Parent-teacher conferences shall be scheduled in accordance with the negotiated calendar as set forth in Appendix A.
- L. 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.
- M. 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 6 – ASSIGNMENTS AND QUALIFICATIONS**

- A. Teachers shall not be assigned outside the scope of their teaching certificates or Highly Qualified status.
- B. 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.
- C. 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.
- D. 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 7 – 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 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 \$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 8 – 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 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 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 9 – 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 10, 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 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 4 workdays of reviewing said list.
- D. In the event of a necessary reduction in staff, the Board agrees to consider requests for unpaid leaves of absence as part of the reduction process at the District's discretion, 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 11, Section G.

## **ARTICLE 10 – PAID LEAVES OF ABSENCE**

- A. At the beginning of each school year, all staff shall be credited with 12 days of paid time off (PTO), the unused portion of which shall accumulate to a maximum of 180 days. Teachers who do not fulfill a contract year shall be allowed 1 day per month on any part of any month worked and shall refund any PTO which may have been advanced.
- 1. Teachers may use all or any portion of their leave to recover from an illness or disability. In addition, teachers may use as many days as necessary of their accumulated PTO for illness in the immediate family, as defined in Section (F)(1) of this Article, below.
  - 2. Part-time, regularly employed teachers shall receive a pro-rated portion of PTO annually.
  - 3. Accumulated PTO 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 2 weeks of the teacher's knowledge.
  - 2. After 5 consecutive PTO days, the administrator may request a physician's statement as to the nature of the disability at issue.

3. Teachers shall be required to furnish medical certification of their continued ability to perform their duties as often as the Board of Education may, in its discretion, request within the doctor's prescribed appointments with the teacher.
  4. Teachers 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 PTO days claimed, teachers shall, upon request, have a physician's certificate verifying physical disability, which prevents them from fulfilling their teaching responsibilities.
  6. To receive PTO payments, teachers 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. Employees absent because of extended or serious illness or injury shall, upon request, present to the Superintendent, prior to their return to service, a statement from their doctor indicating that their health is satisfactory for return to teaching duties.
  8. Teachers 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. Employees who are absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall, if they request, 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 PTO leave providing such is available. If no PTO 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 PTO 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 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 PTO shall be granted for:
1. An emergency not to exceed 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 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 PTO leave shall be granted for the following reasons:
1. Employees may take up to a maximum of 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. Employees may take up to two 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, employees may use PTO 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. Employees 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. 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 3 additional days of release time.

The officers of the Association shall be entitled to a maximum of 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 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 11 – 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 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 employees in writing 30 calendar days prior to the expiration of a leave and advise the employee of their options. Employees shall reply to such notice in writing within 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. For leaves of absence granted by the District that start and end within the same school year, the teacher will be returned to their former position provided:

- a. The District agrees to this stipulation as part of the initial leave of absence approval;
  - b. The position still exists when the teacher returns; and
  - c. The District intends for the position to be maintained for the subsequent school year.
- B. Teachers 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 1 year. In such situations, teachers 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 PTO provisions contained in Article 10, teachers may request and may, at the discretion of the Board, receive a medical leave of absence for 1 year.
1. Upon return from the leave, teachers shall provide medical certification that they are physically able to resume full time employment.
- D. A military leave of absence shall be granted for teachers who are members of any branch of the armed services of the United States. Teachers returning from such leave shall be subject to the provisions of Section H of this Article as well as the following:
1. Received an honorable or medical discharge;
  2. Are still qualified and competent to perform the duties of such teaching position;
  3. Make application to the school district for re-employment within 90 days of discharge; and
  4. Shall be given up to 2 years credit as it applied to salary schedule advancement and PTO.
- 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 2 years;
  2. Teachers shall state their 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, teachers must be enrolled as full time students (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 teacher from grades Kindergarten through 5<sup>th</sup> and one from grades 6<sup>th</sup> through 12<sup>th</sup> 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 employees 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 5 continuous years. In cases of leaves granted at the discretion of the board for an employee to care for a severely ill or injured child, the board may grant health insurance coverage as part of the leave if the teacher has been employed by the District for a minimum of 5 continuous years.

## **ARTICLE 12 – PROFESSIONAL LEARNING**

- A. The Maple Valley School District will provide professional learning opportunities to meet the minimum requirements of the Revised School Code. Professional learning shall be planned in cooperation with school improvement teams. We encourage all staff members to participate in opportunities for additional professional learning.
1. All teachers shall be expected to attend scheduled in-service programs unless excused due to illness or some other unavoidable cause.
  2. The school district will maintain approved professional learning activity documentation. In cooperation with our RESA, the district will submit those approved activities to the department of education to be counted for continuing educational credits that can be used for certification renewal.
  3. Teachers may submit professional learning requests to their building administrator. Building administrators will approve professional learning opportunities with the following criteria:
    - a. Programs to improve the individual's instructional practice.
    - b. Activities that support the school improvement plan.
    - c. Conferences that have approved funding sources.
    - d. Approved number opportunities per teacher dependent on the above.
  4. The school district will provide a process for payment of activities. The school district will pre-pay for registration with advance approval of two-weeks. These may include any of the following: registration fees, travel, accommodations, food allowance, membership fees, and any training materials needed. Approval of such payments will be dependent on allocated and available resources.
- B. The Board shall reimburse any teacher successfully completing any course directly related to education at a National Council for Accreditation of Teacher Education (NCATE) 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 30 days after completion of the course.

3. A maximum of \$1,000.00 per year at the end of each of the first 5 years of teaching in the Maple Valley School District (September 1 through August 31), thereafter \$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 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 1 full school year requirement shall reimburse all tuition monies paid to them by the District in the prior 12 months.
  6. Any required reimbursement may be deducted from the teacher's remaining paychecks.
- C. New professional employees being offered a contract will agree to give two days without pay before school begins for in-service training.
- D. 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 13 – 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 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 their 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, they 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 the student's 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 their 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 their 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 14 – 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 10 school days, have his written objections attached to the item.

- B. 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 5 years.

## **ARTICLE 15 – 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(s), 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 they have been 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 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 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 5 days nor more than 10 days.
  3. Within 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 10 days after receipt of the answer, or if no answer is received, within 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 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 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 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 10 days of the attempt to select and no more than twenty 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 16 – 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, 2018 of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a new contractual agreement.

#### **ARTICLE 17 – MISCELLANEOUS PROVISIONS**

- A. The Board shall maintain a system for hiring substitute teachers.
- B. 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.
- C. The provisions of the Master Agreement shall be incorporated into and considered part of Board Policy.
- D. 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.

- E. There shall be 3 signed copies of the Agreement, one of which shall be retained by the Board, one copy by the Association, and one by the Superintendent.
- F. It is understood and agreed that extra-curricular and supervisory assignments shall not be subject to the Michigan Statutes pertaining to teacher tenure.
- G. No bargaining unit member will be asked to distribute or administer medication to any student without proper training and a proper witness.

#### **ARTICLE 18 – 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.
- D. To accommodate additional time demands as a result of parent-teacher conferences at the elementary school level, mandatory staff meetings shall be reduced by one hour for the months of October and March in order to provide for one additional hour of parent-teacher conference time.

#### **ARTICLE 19 - CONTRACTS**

- A. Probationary and tenure curricular contracts shall be issued by October 1 or within thirty 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 calendar days of employment.
- B. Contracts are to be returned within twenty 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 20 – 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 their 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 Schedule B and Schedule C activities as stated in Appendices B-2 and B-3.
- D. All teachers may be given up to 5 years of credit on the salary schedule for teaching experience outside of the Maple Valley Schools.
  - 1. Credit for experience beyond 5 years may be granted by the Board.
  - 2. 2 years credit on the salary schedule shall be granted for active military service. Said credit may be included as part of the 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 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 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 125 miles from school.] Teachers who prefers to drive their 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 Superintendent Representative). Whenever possible, arrangements should be made with teachers from area schools to travel together and share travel expenses. Only 1 employee of the Maple Valley Schools shall be allowed mileage compensation for driving to a convention when more than 1 person from Maple Valley is in attendance.
- H. Should teachers assume an extra class period assignment or work during planning period, duty-free lunch or before/after normal school day, they shall receive additional compensation at the rate of \$25.00 per hour upon request.
  - 1. When teachers substitute for less than thirty minutes, they shall be compensated at 1/2 the rate specified above. When teachers substitute for thirty minutes or more, they shall be compensated at the full rate. Pro-ration of extra class period/work compensation will apply to

trimester/block scheduling, i.e., 75-minute class periods 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.
- I. In appreciation for services to the Maple Valley School District, employees who have worked at least fifteen years for the District shall be paid for their unused PTO days upon leaving the District. Such rate of compensation shall be \$25.00 for all unused PTO days up to the maximum number of accumulated per Article 10.
- J. Employees who reach the eleventh step shall receive longevity pay of \$2,700.00, less 30% for the 2012-2013 at the rate of \$1,890.00.
- 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 21 or 26 biweekly pays. Those selecting 26 pays may receive the balance of contract salary in a single payment on the 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 21 - EARNED BENEFITS**

- A. The Board shall make contributions equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted to health insurance policies of the MVEA's choice for all full-time employees (See Appendix F-1). The payments will be 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 12-month period.
- B. District contributions toward Long term disability insurance, dental insurance, vision insurance and life insurance premiums will amount to 85% of the cost of those policies.
- C. 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.
- D. Payroll deduction shall be available for all programs.
- E. 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.
- F. 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.



- G. Employee Earned Benefits will continue for 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.
- H. 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 F of this Article and Sections B and H of Article 11 (Unpaid Leaves of Absence).

## **ARTICLE 22 – 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 23 – 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 their first 3 years in the public schools shall be assigned a mentor teacher by the Superintendent or their 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 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 mentor teacher at a time;
6. A mentor teacher may have up to two mentees;
7. The mentor teacher assignment shall be for one year, subject to review by the mentor teacher and mentee after 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 their mentee 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 15 days of professional development during their first 3 years of classroom teaching.

G. Each mentor teacher shall be compensated at the rate of \$500 per mentee.

**ARTICLE 24 – DURATION OF AGREEMENT**

This Agreement shall be effective as of the date of ratification by the Board and shall continue in effect through June 30, 2016. The parties may reopen negotiations for wages and calendar only for the 2015-2016 school year. 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 exception of Appendix A-1 (calendars shall be effective for the years named).*

**FOR MAPLE VALLEY BOARD  
OF EDUCATION**

**FOR MAPLE VALLEY EDUCATION  
ASSOCIATION, ECEA/MEA/NEA**

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

# APPENDIX A-1: CALENDAR

JULY					Early Release	AUGUST					0
M	T	W	T	F	Student Day	M	T	W	T	F	3
				1	Teacher Day	1	2	3	4	5	3
4	5	6	7	8	No School	8	9	10	11	12	0
11	12	13	14	15	Half Day	15	16	17	18	19	0
18	19	20	21	22	Intersession	22	23	24	25	26	0
25	26	27	28	29	Admin	29	30	31			3
<i>Summer School June 13 - July 1</i>					Student Days 0	<i>Open House 8/25</i>					Student Days 3
					Teacher Days 0						Teacher Days 6
					Intersession 0						Intersession 0
SEPTEMBER					1	OCTOBER					1
M	T	W	T	F	19	M	T	W	T	F	19
			1	2	0	3	4	5	6	7	0
5	6	7	8	9	2	10	11	12	13	14	0
12	13	14	15	16	0	17	18	19	20	21	1
19	20	21	22	23	0	24	25	26	27	28	0
26	27	28	29	30	0	31					0
					Student Days 20	<i>Parent Conferences - October 6 &amp; 7</i>					Student Days 21
					Teacher Days 20	<i>10/6 - 4:00 - 7:00 PM</i>					Teacher Days 21
					Intersession 0	<i>10/7 - 12:00 - 3:00 PM</i>					Intersession 0
NOVEMBER					1	DECEMBER					0
M	T	W	T	F	15	M	T	W	T	F	15
	1	2	3	4	0				1	2	0
7	8	9	10	11	2	5	6	7	8	9	6
14	15	16	17	18	1	12	13	14	15	16	1
21	22	23	24	25	0	19	20	21	22	23	0
28	29	30			0	26	27	28	29	30	0
<i>11/30 - Optional PD</i>					Student Days 17						Student Days 16
					Teacher Days 17						Teacher Days 16
					Intersession 3						Intersession 0
JANUARY					1	FEBRUARY					1
M	T	W	T	F	18	M	T	W	T	F	17
					0						0
2	3	4	5	6	2	6	7	8	9	10	1
9	10	11	12	13	1	13	14	15	16	17	1
16	17	18	19	20	0	20	21	22	23	24	0
23	24	25	26	27	0	27	28				0
30	31				0						0
<i>Semester Ends - January 27</i>					Student Days 20						Student Days 19
					Teacher Days 20						Teacher Days 19
					Intersession 0						Intersession 0
MARCH					1	APRIL					1
M	T	W	T	F	20	M	T	W	T	F	12
		1	2	3	0	3	4	5	6	7	0
6	7	8	9	10	1	10	11	12	13	14	6
13	14	15	16	17	1	17	18	19	20	21	1
20	21	22	23	24	0	24	25	26	27	28	0
27	28	29	30	31	0						0
<i>Parent Conferences - March 29 &amp; 30</i>					Student Days 22	<i>Good Friday April 14 Optional PD - 4/19</i>					Student Days 14
<i>3/29 - 4:00 - 7:00 PM</i>					Teacher Days 22	<i>Easter April 16</i>					Teacher Days 14
<i>3/30 - 12:00 - 3:00 PM</i>					Intersession 0	<i>Syrup Festival April 28</i>					Intersession 0
MAY					1	JUNE					0
M	T	W	T	F	20	M	T	W	T	F	5
					0				1	2	0
1	2	3	4	5	1	5	6	7	8	9	0
8	9	10	11	12	1	12	13	14	15	16	1
15	16	17	18	19	0	19	20	21	22	23	0
22	23	24	25	26	0	26	27	28	29	30	0
29	30	31			0						0
					Student Days 22	<i>Semester Ends - June 8</i>					Student Days 6
					Teacher Days 22						Teacher Days 6
					Intersession 0						Intersession 0
											Student Total 180
											Teacher Total 183
											Intersession 3
											Early Release 8
											Admin 3
											PD 3
											Half Days 9
											Student Hours 163 1059.5
											Early Release 8 36
											Half Days 9 27
											180 1122.5
											1098
											24.5

**APPENDIX B-1: SALARY SCHEDULE**

**MAPLE VALLEY SCHOOLS  
TEACHER SALARY SCHEDULE  
2016-17**

Reflects +1%

STEP	BA	BA+20	MA	MA+20	Spec
1	\$ 36,100	\$ 37,488	\$ 38,819	\$ 40,145	\$ 41,475
1.5	\$ 37,056	\$ 38,480	\$ 39,847	\$ 41,210	\$ 42,574
2	\$ 38,012	\$ 39,473	\$ 40,874	\$ 42,274	\$ 43,672
2.5	\$ 39,021	\$ 40,518	\$ 41,958	\$ 43,395	\$ 44,829
3	\$ 40,029	\$ 41,564	\$ 43,041	\$ 44,515	\$ 45,987
3.5	\$ 41,090	\$ 42,667	\$ 44,183	\$ 45,695	\$ 47,206
4	\$ 42,150	\$ 43,768	\$ 45,324	\$ 46,875	\$ 48,424
4.5	\$ 43,268	\$ 44,928	\$ 46,526	\$ 48,116	\$ 49,707
5	\$ 44,385	\$ 46,088	\$ 47,726	\$ 49,358	\$ 50,990
5.5	\$ 45,561	\$ 47,308	\$ 48,990	\$ 50,666	\$ 52,341
6	\$ 46,736	\$ 48,528	\$ 50,254	\$ 51,974	\$ 53,692
6.5	\$ 47,975	\$ 49,815	\$ 51,587	\$ 53,351	\$ 55,139
7	\$ 49,214	\$ 51,101	\$ 52,920	\$ 54,728	\$ 56,587
7.5	\$ 50,518	\$ 52,457	\$ 54,321	\$ 56,180	\$ 58,061
8	\$ 51,822	\$ 53,811	\$ 55,723	\$ 57,631	\$ 59,534
8.5	\$ 53,195	\$ 55,237	\$ 57,200	\$ 59,158	\$ 61,111
9	\$ 54,567	\$ 56,662	\$ 58,676	\$ 60,684	\$ 62,688
9.5	\$ 56,013	\$ 58,165	\$ 60,231	\$ 62,292	\$ 64,351
10	\$ 57,458	\$ 59,667	\$ 61,785	\$ 63,900	\$ 66,014
10.5	\$ 58,422	\$ 60,631	\$ 62,749	\$ 64,864	\$ 66,978
11	\$ 59,386	\$ 61,595	\$ 63,713	\$ 65,828	\$ 67,942

Current teachers hired for the school year beginning in 2009 and who are currently on step 2.5 shall move to step 5 for the 2016-2017 school year.

Current teachers hired for the school year beginning in 1999 and who are currently on step 9 shall move to step 10 for the 2016-2017 school year.

For the 2017-2018 school year there will be a 0.5% on-schedule increase distributed evenly to steps 1-10 of the current salary schedule.

The parties agree to meet beginning in January, 2017 to begin the process of redesigning the salary schedule for the 2017-2018 school year.

The parties agree to meet beginning in January, 2018 to begin the process of redesigning the salary schedule for the 2018-2019 school year.

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

## APPENDIX B-2: SCHEDULE B – ACADEMIC SUPPORT

Amounts are annually based, unless otherwise noted.

### CO-CURRICULAR POSITIONS

<u>HS BAND DIRECTOR</u>	\$4,000.00
<u>MS BAND DIRECTOR</u>	\$1,500.00
<u>FFA</u>	\$4,500.00
<u>SUMMER AGRISCIENCE</u>	\$4,500.00
<u>HIGH SCHOOL VOCAL</u>	\$3,000.00
<u>ELEMENTARY MUSIC</u> *	
Per activity, up to 4 per year	\$ 250.00 (per activity)
<u>FALL MUSICAL</u>	\$1,250.00
<u>SPRING MUSICAL</u>	\$2,000.00
<u>QUIZBOWL</u>	\$ 500.00
<u>QUIZBUSTERS</u>	\$ 500.00
<u>NATIONAL HONOR SOCIETY</u>	\$1,500.00
<u>INTERNATIONAL CLUB</u>	\$ 500.00
<u>SPANISH CLUB</u>	\$ 500.00
<u>ODYSSEY OF THE MIND</u>	\$ 500.00
<u>CHESS CLUB</u>	\$ 500.00
<u>MATH OLYMPIAD (2)</u>	\$ 500.00
<u>SCIENCE OLYMPIAD</u>	\$ 500.00
<u>DECA</u>	\$ 500.00

Longevity for Co-Curricular positions based on experience in position:

<u>5-8 Years:</u>	<u>9-12 Years:</u>	<u>12+ Years:</u>
\$250.00	\$350.00	\$450.00

Longevity payments under this provision do not begin until the 2015-16 school year.

\* Does not qualify for longevity

### OTHER ACADEMIC SUPPORT

<u>CLASS ADVISORS</u>	
Freshman (2)	\$ 350.00 ea.
Sophomores (2)	\$ 350.00 ea.
Juniors (2)	\$ 800.00 ea.
Seniors (2)	\$1,000.00 ea.
Junior High Student Council (2)	\$ 750.00 ea.
PALS (2)	\$ 500.00 ea.

**DEPARTMENT CHAIRS**

Secondary Math	\$ 750.00 ea.
Secondary Social Studies	\$ 750.00 ea.
Secondary Science	\$ 750.00 ea.
Secondary English	\$ 750.00 ea.
Career Tech Education	\$ 750.00
Elementary Grade Level Leaders	\$ 500.00 ea.

**MENTOR TEACHERS**

\$ 500.00 ea.

**SCHOOL IMPROVEMENT**

School Improvement (3 reps per building)	\$ 750.00 ea.
Coordinated School Health (2)	\$ 500.00 ea.
District Leadership Team (5)	\$ 500.00 ea.

**PATHWAYS LEAD TEACHER**

\$6,500.00

## APPENDIX B-3: SCHEDULE C – ATHLETICS

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%
Assistant Varsity	7.0%
Junior Varsity	7.0%
Eighth Grade	5.0%
Seventh Grade	5.0%

### WRESTLING

Varsity	11.0%
Junior Varsity/Assistant	7.0%

### BASEBALL/SOFTBALL

Varsity	9.0%
Junior Varsity	7.0%

### TRACK

Varsity	9.0%
Junior High (Boys and girls combined)	5.0%
Assistant Junior High (Boys and girls combined)	4.0%

### GIRLS VOLLEYBALL

Varsity	9.0%
Junior Varsity	6.0%
8 <sup>th</sup> Grade	4.0%
7 <sup>th</sup> Grade	4.0%

### VARSITY GOLF

7.0%

### CROSS COUNTRY

High School	6.0%
Junior High	4.0%

### BIGGER, FASTER, STRONGER

Coordinator	5.0% Quarterly (including summer)
-------------	-----------------------------------

### SOCCER

Boys	9.0%
Girls	9.0%

**CHEERLEADING**

Varsity Sideline	5.0%
Junior Varsity/Assistant Sideline	3.0%
High School Competitive	6.0%
Junior High Competitive	3.0%

**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.

Persons employed in Schedule C Positions who are not MVEA Bargaining Units will receive the appropriate percentages above based on the BA Step 1.

## **APPENDIX C-1: PROCEDURE FOR JOINT DONATED PTO FOR EXTRAORDINARY NEEDS**

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

1. MVEA members facing the need for PTO leave for a personal or family medical crisis that are on the verge (pay period prior to) of exhausting their PTO leave balance can request through the MVS to have PTO leave donated by fellow members to negate the disruption of their pay during the extraordinary need period.
2. MVEA members with a positive PTO balance may voluntarily contribute one or more PTO days to a fellow member who is in need of PTO for extraordinary needs.
3. The Joint Donated PTO for Extraordinary Needs Form (attached) identifies the recipient, the donors, and the number of PTO days that are being donated as well as includes an authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated PTO balance as used. PTO being donated can only be donated within a bargaining unit.
4. PTO Days being donated will be counted as a full day even if the donors' day is less than a full day. A PTO day is a PTO day.
5. No member who has been approved to receive donated PTO may receive contributions of more than 90 PTO days to implement Long Term Disability Income protection.
6. A member who receives donated PTO is under no obligation to repay the days that may be credited to their personal balance.
7. The parties agree that a member's request will be reviewed by a Joint MVS/MVEA Committee (2 members each), who will approve or disapprove the request. Ties in voting will be broken by a Superintendent vote. The Joint Committee will provide administrative guidance on handling donated PTO for extraordinary needs.





**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: FTE FOR REP REPORTING AND PAY CALCULATION

Junior/Senior High School - based upon full time assignment to teach 6 classes

# of Class Periods Taught	Instructional Time FTE	Planning Time	Planning Time FTE	Total FTE
1	0.14	1/6 of class period	0.03	0.17
2	0.28	1/3 of class period	0.05	0.33
3	0.43	1/2 of class	0.07	0.50
4	0.57	2/3 of class	0.10	0.67
5	0.71	5/6 of class	0.12	0.83
6	.86	Full class period	0.14	1.00

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

# of Days Taught	Instructional Time FTE	Additional Planning Time	Planning Time FTE	Total FTE
1*	0.20	1/5 of 280min	0.03	0.23
2*	0.40	2/5 of	0.06	0.46
3*	0.60	3/5 of 280min	0.09	0.69
4*	0.80	4/5 of 280min	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

APPENDIX F-1: INSURANCE DECLARATION SHEET



Maple Valley Schools  
All Employees  
Assumed Effective Date: 7/1/2016

Current Plan(s) and Segment:	1P	2P	FF	Total Annual Cost
<b>Administrator</b>				
Census	1	4	5	
MESSA ABC Plan 1 \$1300-0%; ABC Rx	Rate \$693.76	\$1,558.40	\$1,942.63	\$111,947
	Census 2	2	2	
<b>Support Staff</b>				
MESSA ABC Plan 1 \$1300-0%; ABC Rx	Rate \$693.76	\$1,558.40	\$1,942.63	\$100,675
	Census 15	4	23	42
<b>Teachers</b>				
MESSA ABC Plan 1 \$1300-0%; ABC Rx	Rate \$693.76	\$1,558.40	\$1,942.63	\$735,846
	TOTALS: 17	7	29	53

Product Name	1P Rate	2P Rate	FF Rate	Total Annual Cost	Estimated Annual Savings
BCBSM SB PPO \$1000-20%; \$10/\$40/\$80 Rx	\$502	\$1,205	\$1,506	\$727,863	\$220,605
BCBSM SB PPO HSA \$1300-0%; \$10/\$40/\$80 Rx	\$491	\$1,179	\$1,474	\$712,014	\$236,454
BCBSM SB PPO HSA \$1300-20%; \$10/\$40/\$80 Rx	\$449	\$1,078	\$1,347	\$651,030	\$297,438
BCBSM SB PPO HSA \$2000-0%; \$10/\$40/\$80 Rx	\$433	\$1,038	\$1,298	\$627,228	\$321,240
BCBSM SB PPO HSA \$2000-20%; \$10/\$40/\$80 Rx	\$399	\$957	\$1,197	\$578,165	\$370,303
BCBSM SB PPO HSA \$3000-0%; \$10/\$40/\$80 Rx	\$397	\$953	\$1,191	\$575,651	\$372,817
BCBSM SB PPO HSA \$3000-20%; \$10/\$40/\$80 Rx	\$370	\$887	\$1,109	\$535,899	\$412,569
McLaren Health Plan	Declined to Quote				
PHP HSA PPO \$1300-0%; \$10/\$20/\$40 Rx	\$612	\$1,375	\$1,710	\$835,535	\$112,933
PHP HSA HMO \$1300-0%; \$10/\$20/\$40 Rx	\$539	\$1,212	\$1,508	\$736,425	\$212,043
PHP HSA POS \$1300-0%; \$10/\$20/\$40 Rx	\$571	\$1,282	\$1,595	\$779,315	\$169,153