

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

2012-2014

PREAMBLE

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

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

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

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

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

ARTICLE I - RECOGNITION

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

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

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

ARTICLE III - EQUAL RESPONSIBILITY SHARING CLAUSE

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

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

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

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

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

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

ARTICLE IV - TEACHER RIGHTS

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

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

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

- C. The Board agrees to furnish to the Association, in response to requests in writing, all available information concerning the financial resources of the District including but not limited to the approved budgets and the annual audits. The Superintendent shall give to the Association proposed budgets after they are reviewed by the Board. Information of the Board negotiation strategy and tactics is specifically excluded. Original records are to be examined only in the Business Office, but copies will be allowed during business hours. A reasonable charge for time and materials may be made by the Board for copies of such materials.

- D. Nothing contained herein shall be construed to deny or restrict any teacher rights under the Michigan School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

- F. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin,

age, sex, marital status, or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE V - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporate in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Said salary shall be paid with the following exceptions:
1. Teachers retiring or leaving the system upon request in writing will be paid the remaining salary prior to June 30.
- B. Teachers shall not be required to report more than three (3) days prior to the beginning of classes for that school year or to remain more than two (2) days (not including Saturday, Sunday, or holiday) after classes end for that school year unless agreed upon by the parties in the negotiated District calendar. This provision will not apply to any newly hired teacher who may be required to report for up to two (2) additional days without supplemental compensation.
- C. 1. The entire school year calendar shall be reviewed annually unless established through multiple year contracts. The number of instructional days and hours shall be in accordance with the State Board of Education regulations. When inclement weather or other emergencies cause the number of days of student instruction to fall below the number required by the State School Aid Act to collect full state aid for a school year, the provisions set forth below shall be in effect:
- a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added to the end of the calendar set forth in Schedule D.
 - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 - c. Past practice would prevail if state rules were rescinded.
2. Act of God Days
- a. In case of "Act of God days," a teacher will be charged with a sick day if he or she reports unavailable for work and a substitute has been paid for the day.

b. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may:

- 1. Use the allotted personal days.
- 2. In the event that all allotted days have been used prior to this time, the teacher may apply for unpaid leave time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Each teacher will receive a contract. Each successive year, he/she will receive a statement of step, educational degree, salary (including supplemental salary) and sick bank status not later than October 1.

J. In the event a teacher is compensated for mileage driven, he/she will be reimbursed at the Internal Revenue Service's current mileage rate schedule.

K. Whenever a school year occurs where there is an additional pay period, the bargaining unit will be the sole determiner as to whether the yearly salary will be divided by 26 or 27 bi-weekly pays. In the event the bargaining unit chooses 26 pays, the unit will also determine when the three-week lapse in pay will occur. The MEA will be notified by the Business Office prior to May 15 of said year and the MEA will notify the Business Office by June 15 of said year of its decision as to when the lapse in pay will occur.

ARTICLE VI - TEACHING HOURS

A. The teacher's normal teaching hours shall be comprised of 7¼ hours per day, including a 30-minute duty-free lunch. The 7¼-hour day provisions will not apply where the teacher is to meet with a parent or to attend an IEPC meeting held later at the request of the parent, or for reasons provided under this Agreement. Any such meetings scheduled outside of the normal hours shall be scheduled with the mutual consent of the teachers involved, to the extent possible.

B. The Board recognizes the principle of a standard forty-hour work-week and will, in so far as possible, set work schedules and make professional assignments, which can reasonably be completed within such standard work-week. The Board will not require teachers to work in excess of such standard work-week within or outside of any school building.

- C. Teachers may be required to remain after the end of or before the regular work day without additional compensation, for up to two (2) hours per month to attend staff meetings published in the principal's bulletin or a special bulletin at least five (5) school days in advance of the meeting. If it is a single meeting, teachers are free to leave after one and one half hours if the meeting is not complete. Teachers may also be required to attend one (1) evening meeting each semester (Parent/Teacher Conferences excluded).

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

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

ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

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

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

- C. Teachers shall not be assigned outside the scope of their teaching certificates or qualifications as determined by law.
- D. Teachers shall be notified of their tentative assignment for the forthcoming year as early as possible, preferably prior to the last teacher work day. Teachers who will be affected by a change in grade, subject assignment, or building shall be notified and given an opportunity to discuss the changes prior to the change becoming final.
- E. Whenever a regular classroom teacher or regular scheduled itinerant teacher is absent, a relief teacher will be provided if available.

ARTICLE VIII - TEACHING CONDITIONS

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

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

<u>Elementary</u>	<u>Maximums</u>
K-1	27
2-4	30
5	32
 <u>Secondary</u>	
6-12	33
Weight Training Classes	30 maximum---no more allowed in any one hour
 <u>Industrial Education</u>	27

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

- B. If the student enrollment exceeds the maximum by one student in each section of a grade at the elementary level, the Board shall employ an additional certified teacher for that grade level.

If the total student enrollment exceeds the maximum for any 6th-12th grade classroom, the teacher will be paid \$2.00 a day per student exceeding the maximum.

- C. The class size shall be assessed on the official fall membership count day.
- D. The Board recognizes that appropriate texts, technology/software, library and reference materials, facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to promptly implement all joint decisions made by the Board and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. Under no condition shall teachers be required to drive a school bus as part of their professional assignments.
- F. The Board shall make available lunchrooms and restroom facilities exclusively for the use of staff who are members of the Mayville Education Association and the Mayville Educational Support Personnel Association bargaining units, and temporary staff hired to substitute for them, and at least one (1) room, appropriately furnished, which shall be reserved for use as a staff lounge.
- G. Telephone facilities shall be made available to teachers for their exclusive use. Only long distance calls for school business may be charged to the school.
- H. Adequate parking facilities shall be made available to teachers for their exclusive use.

ARTICLE IX - VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a position in the unit that (teaching positions and extra duty) was previously filled but is now vacant and the Board intends to continue or a new teaching position covered by this Agreement.
- B. There will be an annual assignment meeting to fill teaching vacancies. The meeting will be conducted no later than the last teacher work day. At least five (5) calendar days prior to the meeting, the district will post notice of all available vacancies and associated qualifications along with the date and time of the meeting. Available vacancies shall be limited to those created as a result of a teacher having submitted a letter of resignation, new positions approved by the board for the upcoming school year and those vacancies which become available as a result of teachers changing assignments at the meeting. Vacancies will be assigned on the basis of seniority to those teachers who are both certified and qualified as defined in Section F.

For any vacancy arising after the annual meeting, the procedures set forth in section D. below will be followed.
- C. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the vacancy by posting notice of such vacancy in each member's school

e-mail account. When school is not in session, postings will be sent through the school e-mail account and any person who wishes to receive the posting through the mail must provide a self-addressed stamped envelopes to the business office for this purpose. All vacancies shall be posted for a minimum of five (5) days prior to the vacancy being filled. An e-mail will be sent to all bargaining unit members with notification of the awarding of the position. All vacancies shall be posted within thirty (30) days of their occurrences and filled no later than fourteen (14) days after the posting period if there are bargaining unit applicants. All postings shall reflect the necessary certification for the position, date of availability of the position, and whether the position is full or part time.

- D. Any certified and qualified teacher may apply for posted vacancies. Whenever one or more members apply for a vacancy, the vacancy shall be filled with the most senior applicant who is appropriately certified and qualified as defined in Section F. In the case of a tie, the following factors shall be considered: degree level in the appropriate field, major vs. minor in the appropriate field and number of semester hours of graduate or undergraduate study in the appropriate field.
1. If filling a vacancy during the school year from inside the bargaining unit creates a second vacancy, this second vacancy shall be filled from outside the bargaining unit and the position reposted the following summer.
 2. In the event that a vacancy occurs after the beginning of the school year and no member applies for this vacancy, the position shall be filled from outside the bargaining unit and the position reposted the following summer.
- E. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive positions.
- F. "Certified" and "Qualified" shall be as established by the State of Michigan and by Federal law and guidelines.

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

ARTICLE X - REDUCTION IN PERSONNEL, SENIORITY AND RECALL

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

In circumstances of more than one individual having the same date of initial contract or date of commitment of employment, criteria for seniority shall be defined by:

1. Months of teaching service
2. Hired date (Board signature on teacher's contract)
3. Number of post graduate hours
4. Draw

When all factors are equal, a drawing will be held to determine a teacher's place on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

The changes made to Article X will apply to all new teachers hired after August 20, 2008. Teachers hired before that date will follow the provisions of the 2004-2008 Master Agreement.

- B. All seniority is lost when employment is severed. Seniority is retained but will not accrue during periods of layoff or unpaid leaves.
- C. Layoffs shall be defined as the necessary reduction in work force due to decreased student enrollment, program elimination, or a shortage of revenue.
- D. An orderly reduction in personnel **that complies with state law** shall be effectuated in the following manner: **all personnel decisions resulting in the elimination of a position or recall of a laid-off teacher will be based on retaining effective teachers. A teacher who has been rated as ineffective under the performance evaluation will not be given any preference that would result in that teacher being retained over a teacher who is evaluated as minimally effective, effective, or highly effective under the performance evaluation system. Effectiveness shall be measured by the performance evaluation system (teacher evaluation). Personnel decisions will be based on the following factors:**
- (1) Individual performance shall be the majority factor. Individual performance shall include evidence of student growth, demonstrated pedagogical skills, class management, and attendance and disciplinary records.**
 - (2) Relevant special training**
 - (3) Significant, relevant accomplishments and contributions**

If a personnel decision resulting in the elimination (layoff) or recall of a position involves 2 or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

*** The bolded language starting in D. will be deleted after the duration of this contract, 2012-2014, if the Public Act of 102 of 2011 is repealed or found unconstitutional. The lined out items below in Article X will be negotiated before reinstatement at the end of this contract (2012-2014) if Public Act 201 of 2011 is repealed or found unconstitutional.**

1. The Administration shall develop the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling teachers). The Association President will be kept informed of staff changes or modifications. The Superintendent will attempt to provide the finalized list of those positions to be eliminated to the Association President by May 1st.
 2. ~~Teachers whose current assignments are to be retained will be kept in those assignments providing they have sufficient seniority and are qualified.~~
 3. ~~Teachers with the most seniority who are qualified will be used to fill the remaining positions as follows:~~
 - a. ~~Beginning with the first name on the remaining seniority list, each individual shall be placed in an assignment according to certification.~~
 - b. ~~Any teacher with sufficient seniority whose position has been eliminated will bump into the lowest senioreed position within the system for which the teacher is certified.~~
 - c. ~~After the foregoing, if no vacancy is available in any grade/department for which the individual is certified in any building, the individual will then be laid off.~~
 4. Any teacher wishing to upgrade his/her certification of seniority status shall notify the Superintendent in writing at least 10 work days prior to the establishment of the seniority list on February 1 of each year.
 5. Qualified shall be as defined in Article IX (F).
 6. ~~Teachers who must be highly qualified under the No Child Left Behind Act, will not be permitted to displace another teacher in either a core or non-core academic area if their position is not being eliminated.~~
- E. A highly effective or effective laid-off teacher shall be recalled to the first vacancy for which he/she is certified and qualified in reverse order of layoff.
- F. A laid-off teacher shall be considered eligible for recall for a period of three (3) years from the effective date of his/her layoff. Refusal of an offer from the Board of a position for which the laid off teacher is certified or failure to respond within fifteen (15) days of receipt of written offer of a position made by the Board shall be cause for immediate termination.