

# MASTER AGREEMENT

BETWEEN THE

Mayville Community Schools Board of Education

AND THE

Mayville Education Association  
TCBA/MEA/NEA

**July 1, 2018 - August 20, 2021**

**TABLE OF CONTENTS**

PREAMBLE ..... 1  
ARTICLE I - RECOGNITION ..... 1  
ARTICLE II - TEACHER RIGHTS ..... 1  
ARTICLE III – ASSOCIATION RIGHTS ..... 2  
ARTICLE IV - PROFESSIONAL COMPENSATION ..... 3  
ARTICLE V - TEACHING HOURS ..... 6  
ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS ..... 7  
ARTICLE VII - TEACHING CONDITIONS ..... 7  
ARTICLE VIII - VACANCIES AND PROMOTIONS ..... 9  
ARTICLE IX - SENIORITY ..... 9  
ARTICLE X – TRANSFERS ..... 10  
ARTICLE XI - PAID LEAVE ..... 10  
ARTICLE XII - UNPAID LEAVES ..... 12  
ARTICLE XIII - PROTECTION OF TEACHERS ..... 13  
ARTICLE XIV - NEGOTIATIONS PROCEDURES ..... 15  
ARTICLE XV - GRIEVANCE PROCEDURE ..... 16  
ARTICLE XVI - MISCELLANEOUS PROVISIONS ..... 18  
ARTICLE XVII - DURATION OF AGREEMENT ..... 19  
SCHEDULE A - SALARY SCHEDULES ..... 20  
SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE ..... 23  
SCHEDULE C - FRINGE BENEFITS ..... 26  
SCHEDULE D – SCHOOL CALENDAR ..... 27  
LETTERS OF UNDERSTANDING ..... 28

**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 - 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 and current law MCL 423.209.

- B. 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.
- C. 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 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 III – ASSOCIATION RIGHTS**

- A. 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.

- B. 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.

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Between October 1 – 5 of each year, Designated Association Representatives will be given, via e-mail and attached excel document, a complete listing of bargaining unit staff that includes the following:

- First and Last Name
- Start date of employment
- FTE, step, lane placement as well as annual salary
- Building/position/room number assigned
- School email address and Personal email address
- Home/mailing address and phone (cell) number

Designated Association Representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail no later than five (5) business days after the first day of leave.

#### **ARTICLE IV - PROFESSIONAL COMPENSATION**

A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporate in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Said salary shall be paid with the following exceptions:

1. Teachers retiring or leaving the system upon request in writing will be paid the remaining salary prior to June 30.
2. Any member who provides a written letter of resignation from Mayville Community Schools on or before April 1, who will be retiring at the end of the school year, and who will be receiving MPSERS benefits within sixty (60) days of retirement shall be awarded a stipend of \$1000 upon separation from the District. The Board will make medical benefit plan cost, fringe benefit, and premium contributions through July 31<sup>st</sup>.

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 their daily rate.
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. 7:45 a.m. - 3:00 p.m. or 7:35 a.m. -2:50 p.m.) less 1/2-hour lunch. Salary reductions shall be as follows:

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

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

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

(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 imply 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:

Clock Hours Absent (nearest 1/4 hour)

6 <sup>3</sup>/<sub>4</sub>                      X                      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 yearly salary will be divided by 27 bi-weekly pays.

**ARTICLE V - TEACHING HOURS**

- A. The teacher's normal teaching hours shall be comprised of 7<sup>1</sup>/<sub>4</sub> hours per day, including a 30-minute duty-free lunch. The 7<sup>1</sup>/<sub>4</sub>-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 VI - TEACHING LOADS AND ASSIGNMENTS**

- A. 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.

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

#### **ARTICLE VII - 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>	<u>Maximums</u>
6-12	33
Weight Training Classes	30 maximum – no more allowed in any one hour
Industrial Education	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 6<sup>th</sup>-12<sup>th</sup> grade classroom, the teacher will be paid \$2.00 a day per student exceeding the maximum.

The maximums stated above are based on the physical number of children in a classroom, not the number assigned to individual teacher'(s) caseloads.

- 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.
- I. Every student shall have their own computer in classes where a computer is required for classroom work (i.e. one student-one computer).

#### **ARTICLE VIII - 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.

#### **ARTICLE IX - SENIORITY**

- 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.

**ARTICLE X - TRANSFERS**

- A. A teacher who remains in the supervisory or executive position shall lose all seniority and rights granted under this Agreement. However, a teacher returning to the bargaining unit within the twelve-month period shall retain full seniority (including the twelve-month administrative period) and rights granted under this Agreement prior to such transfer to supervisory or executive status.

**ARTICLE XI-PAID LEAVE**Leave Day

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

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

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

- B. Long Term Use of Sick Leave

In cases of long-term disability or illness lasting more than two (2) pay periods, a teacher who is unable to return to work because of medical reason(s) must submit a physician's statement certifying disability or illness.

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

- C. Bereavement

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

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

D. Educational Conferences

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

E. Association Days

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

F. Other Paid Leave Days

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

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

G. Rate of Leave Accumulation

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

---

**H. Incentive Pay for Unused Days**

1. When a teacher leaves the employ of the school District after fifteen (15) years of service in the bargaining unit from the last date of hire, accumulated sick days will be paid off at 50% of the teacher's current daily rate of pay for each unused day provided the teacher submits a letter of resignation to the Superintendent not later than May 1 with an effective date of the last teacher work day in the fiscal year.
2. The maximum accumulation of sick leave shall be one hundred (100) days. When the accumulation of days exceeds one hundred (100) days, the teacher shall receive a payoff equal to the amount specified in H-1 above, per unused day. This payoff shall occur in the first paycheck of October in that year.
3. At the end of each school year, teachers with more than six (6) leave days remaining from the current year's allocation, will have the option to receive a payoff of 40% of the teacher's current daily rate for each leave day over 6 or bank the days up to 100.
4. In the event any teacher qualified for reimbursement under paragraphs 1 & 2 above should die while in service to the district, said entitlement shall be paid to the beneficiary named by the teacher on the bottom of the annual contract.

**I. Leave Accounting**

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

- J. Employees shall receive a \$600.00 stipend for perfect attendance. Perfect attendance shall be defined as not using any paid leave days within the school year. Bereavement and school business are the only days that will not count against perfect attendance. The stipend will be pro-rated for any staff starting after the first day of school. (Refer to Article XI: Sections C-F).

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

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

**B. Leave for Study, Child Care and Adoption**

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

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

Notice of intent for the following year (whether to return to service or extend leave) shall be made annually to the Superintendent by April 1. Upon receipt of the teacher's letter of intent to return. Upon returning from leave, a teacher shall be assigned to the same position, or substantially equivalent position, if available.

**C. Association Leave**

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

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

**E. Military Leave**

Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit in accordance with Federal Law.

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

**ARTICLE XIII - PROTECTION OF TEACHERS**

A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is evident that a particular pupil cannot adhere to school policy, the district will convene a panel of the pupil's teacher(s), administrator(s) and specialized personnel to determine a course of action.

- B. In any case of an alleged assault upon a teacher (either verbal or physical) which arises from employment, the incident shall be promptly reported to the Board or its designated representative. The filing of a complaint with the district shall be the responsibility of the teacher. The district will conduct an investigation and take action it deems appropriate during the investigation and after its completion.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel subject to the provisions of the district's liability policy and render all reasonable assistance to the teacher's defense if not provided by MEA.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

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

- E. Whenever a complaint concerning a teacher is received, the complainant shall make such complaint to the building principal of the school to which the complaint concerns. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the complainant. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the teacher. The principal shall then arrange for a meeting of the complainant and teacher. The meeting shall be conducted in an educationally professional manner. The involved teacher, who may be accompanied, shall be provided with reasonable advanced notice of the nature and time of the meeting. If the teacher is not satisfied with the determination and recommendation of the principal, he/she shall reduce the dissatisfaction to writing and submit said writing to the Superintendent. If the teacher is not satisfied with the determination and recommendation of the Superintendent, he/she may submit said dissatisfaction to the Board of Education. Action taken by the Board upon the submitted dissatisfaction shall be binding.
- F. Any complaint made against a teacher will be promptly called to the attention of the teacher if said complaint is to be placed or retained in any of the records or files of the Board.
- G. Each teacher may review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administration will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.



- H. Teachers shall sign;
- Evaluations;
  - Written complaints;
  - Other materials placed in the personnel file

Such signatures shall be understood to indicate their awareness of the material, but in no case shall said signature be interpreted to mean agreement with the content of the material.

- I. 1. A teacher will be entitled to have an Association Representative present, upon request, during the course of any meeting with the administration in which the teacher believes the information being sought may lead to the issuance of discipline.
2. In meetings with the administration other than those referred to in Section 1 above, the teacher may request to have an Association Representative or another Association member present. Such requests will be viewed as a recommendation.
- J. A contact person will be identified when the principal is out of the building for more than a half-day. In the absence of a designated contact person, questions or issues that can't await the return of the principal should be directed to the central office.
- K. If a teacher has a question after receiving a copy of student discipline referral, the teacher should contact the principal. All information relating to student discipline is confidential and will be handled in conjunction with the school policy and the Family Rights to Privacy Act.

#### **ARTICLE XIV - NEGOTIATIONS PROCEDURES**

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

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

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

## **ARTICLE XV - GRIEVANCE PROCEDURE**

### A. INFORMAL LEVEL

The Association or an individual teacher believing that there has been a violation of an express provision of this Agreement, shall first meet with the building supervisor or administrator, accompanied by an Association representative, to try to solve the problem informally. If the problem involves more than one school building the teacher or teachers shall meet with the Superintendent at this level. The meeting shall take place within fourteen (14) calendar days of the alleged violation.

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

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

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

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

LEVEL 3 - If the Superintendent's decision is unsatisfactory to the Association, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Board must be made within five (5) days of the date the Superintendent's decision was due. Within thirty (30) days from the receipt of the grievance, the Board shall consider the grievance. The Board may

hold a hearing, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall render a final determination regarding the grievance within forty-five (45) days after its consideration by the Board.

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

- B.
  - 1. At the arbitration level of the grievance procedure, neither party shall be permitted to assert any ground or rely upon any evidence not previously disclosed to the opposite party. The decision of the arbitration shall be final and binding, subject to the right of the Board or Association to judicial review. Both parties agree that judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.
  - 2. The arbitrator shall not have power to alter, add to or subtract from the terms of this Agreement.
  - 3. More than one (1) grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the Board and Association.
- C. The time limits in this Article shall be strictly construed. The time limits may only be extended mutually and in writing. Should the Association fail to institute a grievance within the time limits, the grievance shall be denied. Should the Association fail to appeal a decision within the time limits specified, the grievance shall be deemed to be settled on the basis of the last answer.
- D. Arbitration awards will not be made retroactive beyond the date of the alleged violation that the grievance is based upon. In no event, however, shall an arbitration award be retroactive more than thirty (30) days prior to the date that the grievance is filed.
- E. The costs of any arbitration under this Article shall be paid as follows:  
The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. Other expenses shall be borne by the party incurring them.

---

**ARTICLE XVI - MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they shall call one (1) hour prior to the start of school to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto, prior to general publication.
- C. This Agreement shall supersede any rules, regulations or past practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established practices of the Board.
- D. Copies of this Agreement shall be duplicated at the equal expense of the Board and the Association to defray the cost of printing, and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. It is agreed that all contractual issues that need to be discussed by the Superintendent and the President of the Mayville Education Association will happen outside the scope of the normal teaching day whenever possible. However, if the Superintendent feels it is necessary to conduct such business during the President's prep time, the President will receive comp time for the prep time lost. The use of such comp time or accumulated comp time will be at the discretion of the President. The Superintendent and President will mutually agree to the amount of time that will be compensated.
- G. Once a year, teachers shall have the opportunity to provide input on all aspects of their working conditions. Forms will be approved by a committee of the Superintendent and Association representation.

**ARTICLE XVI - DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall continue in effect until August 20, 2021.

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

BOARD OF EDUCATION

MAYVILLE EDUCATION ASSOC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**SCHEDULE A - SALARY SCHEDULES**

STEP	BA	BA+18	MA or BA+35	MA+15	MA+30
1	34306	35988	37665	39345	41026
2	36265	38044	39822	41598	43373
3	38225	40103	41978	43852	45727
4	40186	42161	44133	46110	47723
5	42146	44219	46290	48362	50433
6	44111	46282	48451	50619	52791
7	46074	48344	50608	52877	55144
8	48036	50402	52768	55133	57498
9	49993	52457	54923	57384	59850
10	51956	54514	57077	59639	62202
11	54081	56740	59400	62058	64716

- Salary Schedule A and B will be frozen (0% increase) with steps only for 2018-19.
- If the District receives 25% above the minimum allowance of \$120.00 per pupil, the District will reinstate lanes for the 2018-19 school year.
- If the District receives 60% above the minimum allowance of \$120.00 per pupil, the District will reinstate lanes and longevity for the 2018-19 school year.
- These reinstatements will be enacted after the fall count and retroactive to the beginning of the contract.
- The BOE Negotiator and the PN Team will reopen the salary schedule, longevity, and Schedule B in May of 2019 and again in May 2020. These openings will be restricted to those sections of the contract and will not extend beyond the areas designated above.
  - The negotiation will review the current year's proposed budget as well as current and projected student numbers.
  - Based on the budgetary review, steps, lanes, and longevity will be negotiated for the 2019-20 and 2020-21 school year.
  - All areas of the contract not listed above will remain in place for the remainder of the contract duration.

Teachers with at least 12 years of service to the District, will receive longevity pay in accordance with the following schedule:

YEARS	AMOUNT
12 but less than 15	\$250
15 but less than 20	\$500
20 but less than 25	\$850
25 but less than 30	\$1,100
30 years and over	\$1,350

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

- A. Enrollment Trigger. Following confirmed Fall Student Count: Determination by Administration and Mayville EA leadership of appropriate Enrollment Trigger placement.

In the event the current year fall count has increased from the budget projection presented at the Annual June Board Budget Hearing the following bonus off schedule will occur:

- 1. 10 Students = \$200
- 2. 15 Students = \$300
- 3. 20 Students = \$400
- 4. 30 Students = Salary Schedule A will increase ½%.

- B. All staff will receive a 0.5% increase if the district receives a reward school designation or top to bottom rank improvement. (Offschedule).
- C. Staff will receive \$50 for earning an effective rating on last evaluation. Staff will receive \$125 for earning a highly effective rating on last evaluation. (off schedule)
- D. Fund Equity Trigger. If the fund equity exceeds 12% over the life of the contract as determined by the independent auditor, the Board of Education agrees to add ½% to Salary Schedule A.
- E. Changes in degree lane placement will be made at the start of year and second semester.
- F. All degrees must be conferred by an accredited degree-granting institution as approved by the Michigan Department of Education.
- G. Any newly hired teacher, or any teacher returning to the system who has five (5) years or less experience, shall receive up to five (5) years outside teaching experience. This makes the 6th step the maximum step for these teachers. Any rehired teacher with more than seven (7) years' experience shall return to the same step as their last teaching step in this school system. In case the last teaching step was the maximum step of the schedule, said teacher shall return one (1) step below maximum. The teacher shall provide the Board with

affidavit(s) of previous teaching experience. Up to one (1) year of teaching experience credit may be allowed if a newly hired teacher has completed over ninety (90) days of substituting after obtaining a Provisional Certificate. For vocationally certified newly hired teachers, four (4) years of work experience may be considered as one (1) year of teaching experience. All conditions of Paragraph F, Schedule A also apply. If employed for an extended day or extended year, compensation will be pro-rated.

- H. Active military experience will be accepted for one (1) year teaching.
- I. Hours that are to be counted toward salary schedule improvement shall be only those classes that directly count toward a degree or certified program, or are used to improve the teacher's skills in the teaching assignment he/she at that time holds. Courses shall be approved by the Superintendent.
- J. The credits for advancement on the BA or MA "plus" columns must be earned after the BA or MA degree.



**SCHEDULE B – REGULAR SUPPLEMENTAL PAY SCHEDULE**

A contract will be provided for each Schedule B position prior to the activity. All athletic positions will be contracted through a 3<sup>rd</sup> party contractor.

**ATHLETICS** (See Schedule B Misc. No. 4)

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

**ACADEMICS**

1. Music	
a. Band Director	11.0
b. Choral Director	7.0
c. Choral Accompanist	\$6.50/hr – up to \$850/year
d. Festival Accompanist	\$75/festival
2. High School Play Director	4.0
3. Counselor and Voc. Ag. (summer) per week up to three weeks	3.0
4. H.S. Student Council Advisor	3.5
5. Middle School Student Council Advisor	2.5
6. Advisor of School-Approved Clubs (Other than those specifically mentioned)	2.0
7. Teachers of Drivers Education	\$20.50/hr
8. Class Advisors	
a. Senior Class	5.6
b. Junior Class	5.6
c. Sophomore Class	1.7
d. Freshman Class	1.7
9. FFA, FHA, BPA, Ecology Club	4.0
10. Summer School, Night School, Vocational Education, High School Completion and Adult Enrichment, Student Enrichment and After School Detention	\$21/per clock hour

11. Academic Games	
a. Social Studies	1.0
b. Science	1.0
c. English	1.0
d. Math	1.0
12. Science Olympiad	1.0
13. High School Yearbook	4.0

Miscellaneous Provisions

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

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

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

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

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

5. Any teacher who volunteers to substitute for a class during their prep period or tutoring will receive either \$21.00 per class period or 1 hour of comp time. After a teacher has accumulated 7 comp hours, they will have a sick day added to their sick bank for the following school year.

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

6. Any non-association member filling a supplemental position shall be employed through an outside vendor contracted with the District. Association members having supplemental positions may voluntarily choose to be employed through an outside vendor contracted with the District. The rate of pay in either instance shall be as indicated in Schedule B. Any teacher in a supplemental pay position shall be given a supplemental contract indicating amount of salary and any other conditions of employment.
7. Teachers interested in tutoring students may submit a letter to the Superintendent's office by the end of the second week of school. From the names of teachers submitting a letter, a list will be developed with names listed in seniority order. Tutoring positions will be filled according to the following:
  - A. Subject to the provisions of section C below, the top teacher on the list will be asked first in all instances.
  - B. If the teacher accepts the assignment, the teacher will be placed at the bottom of the list. If the teacher rejects the assignment, the teacher will be left in place on the list.
  - C. Exceptions to the above rotation may be made where special certification (example special education) is needed.
8. If an existing student organization does not have an advisor, the administration will request that a teacher assume that position. If there are not interested members of the instructional staff, the administration may seek advisors from outside the instructional staff.
9. Longevity pay, and pay for a teacher covering classes per #5 Miscellaneous Provisions, will be paid in two separate checks. The first check will be written in December and the second check will be written in June.

**SCHEDULE C - FRINGE BENEFITS**

A. District will provide health insurance up to the hard cap, adjusted annually on January 1<sup>st</sup>. Teachers will pay any difference in health care premium over the hard cap maximum premium set by the State. This difference (if any) will be divided equally and deducted over the pay periods.

B. Plan A - For employees needing health insurance

Health	Bargaining Unit will determine health insurance annually
Delta Dental	MESSA 80/80/80: \$1,300
Life	MESSA \$35,000 AD&D with disability rider
Vision	MESSA VSP-2 Silver
Long Term Disability	MESSA Benefits shall be paid at 70% of salary up to monthly maximum of \$4,000 and shall begin after the expiration of 90 calendar days. Pre-existing conditions will be waived according to underwriting requirements. Benefits shall continue to age 65 if disability occurs prior to age 61 and to age 70 if disability occurs after age 61.

Plan B - For employees not needing health insurance

Delta Dental	MESSA 100: 90/90/90: \$1,500
Life	MESSA \$35,000 AD&D
Vision	MESSA VSP-2 Silver
Long Term Disability	MESSA Same as above.

In addition to the foregoing, Plan B enrollees shall receive \$400 per month in cash under a qualified Section 125 Plan.

The contribution for part-time employees shall be prorated.

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

If required, Administration will front load the deductible into a Health Savings Account. This amount will be deducted from the teacher's paycheck to be paid back at the end of the current school year. If the health premium is less than the hard cap, the difference in the cost would go into the Teacher HSA account without repayment.

The teachers will receive the hard cap maximum premium set by the State.

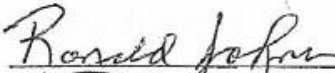
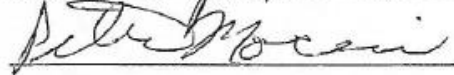
**SCHEDULE D - SCHOOL CALENDAR**

The school calendar shall conform to the TISD calendar to the extent possible. It shall contain at least the number of days and hours required by the State School Code and the State School Aid Act for student instruction and teacher professional development for each year of the Agreement. Any deficiencies will be corrected by the Superintendent in conjunction with the Association Executive Board and such adjustments will not result in additional costs to the district.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**MAYVILLE BOARD OF EDUCATION**  
**AND**  
**MAYVILLE EDUCATION ASSOCIATION**

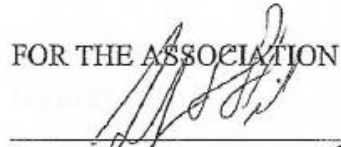

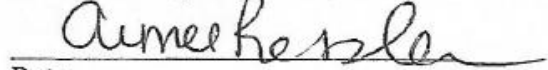
In order to foster support for teachers to attend the High School Graduation, each teacher will receive \$100 for attending the ceremony. The Board agrees to pay for all gowns, hoods, and caps of degree area expenses. Staff must be wearing the gowns and hoods and participate in the ceremony as directed. A separate check will be issued for attending.

FOR THE BOARD

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date:

FOR THE ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date:

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**MAYVILLE BOARD OF EDUCATION**  
**AND**  
**MAYVILLE EDUCATION ASSOCIATION**

When any openings occur within the district, employees who are certified and qualified will be given due consideration for the position. In terms of administrative positions, besides certified and qualified, an individual must show evidence of decision-making and leadership experience within the district. This could be evidenced by: Acting Administrator in charge, job shadowing, internship, etc. These experiences should provide additional positive weight to any decision. However, since administrators are considered part of the districts leadership team the ultimate recommendation lies with the Superintendent.

FOR THE BOARD

Ronald John  
Steve Moran

Date

FOR THE ASSOCIATION

[Signature]  
Anna Resler

Date

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**MAYVILLE BOARD OF EDUCATION**  
**AND**  
**MAYVILLE EDUCATION ASSOCIATION**

After the annual TISD meeting on calendar adjustments, the Mayville PN team and the administration will create the school calendar for the next school year.

FOR THE BOARD

Ronald John  
Peter Moccia

\_\_\_\_\_  
Date

FOR THE ASSOCIATION

[Signature]  
[Signature]  
Aimee Resler

\_\_\_\_\_  
Date