

8-26-75

A G R E E M E N T

Between The

MAYVILLE BOARD OF EDUCATION

And The

MAYVILLE EDUCATION ASSOCIATION
**LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Michigan State University

August 27, 1974

Through

August 26, 1975

Mayville Community School

*Mayville Community School
6250 Fulton St.
Mayville, Mich. 48744*

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EDUCATION ASSOCIATION AGREEMENT

THIS AGREEMENT, entered into this 27th day of August, 1974, by and between the Board of Education of the Mayville Community Schools, Mayville, Michigan, hereinafter called the "Board", and the Mayville Education Association, hereinafter called the "Association";

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 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, 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. 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, and references to male teachers shall include female teachers.

B. Only the Association may be allowed to process a Grievance.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

A. 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 assignment authorizing deductions of membership dues in the Association including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the following method will be used to deduct such dues:

The total amount of dues shall be subtracted from the annual base salary; the salary shall then be pro-rated over the twenty-six (26) bi-weekly pay periods. The amount of said dues shall then be added, in total, to the gross wages on the first pay check, and then deducted in full on the same pay check.

B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

C. All teachers in the bargaining unit (see ARTICLE I, Pg. 2) 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 employment or of continued employment, either:

1. Become members of the United Profession, or

2. Pay to the Association an amount of money equal to the dues of the United Profession as a representation benefit fee.

The dues of the United Profession or 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.)

Teachers paid the substitute salary shall not be required to join the Association or pay the representation benefit fee.

D. The Association agrees to assume and pay the legal expenses of any suit or action brought against the Board regarding Section C of the Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of any said suit or 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 negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement. This section pertains to the rights of the teacher only under grievance procedure.

C. The Association and its members shall have the right to use the school building facilities at all reasonable hours for meetings. No teachers shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. However, all articles submitted

should have the letterhead of the Association, and prior inspection (not approval) of the building principal.

D. The Board agrees to furnish to the Association, in response to reasonable requests in writing, from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information to process any grievance or complaint. 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.

ARTICLE V - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Said salary shall be paid in twenty-six (26) equal bi-weekly installments with the following exception:

1. Teachers retiring or leaving the system upon request in writing, be paid the remaining salary prior to June 30th.
2. Special arrangements may be made by mutual agreement between a teacher and the superintendent.

B. Teachers shall not be required to report more than two (2) 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.

C. The entire school year calendar shall be reviewed annually. The number of instruction days shall be in accordance with the State Board of Education regulations. (See Appendix "B" of this contract).

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

E. Teacher absences which are not covered by the applicable sections of ARTICLE XII - LEAVE PAY and ARTICLE XIII - LEAVES OF ABSENCE 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 instruction 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, 8:10 AM - 3:25 PM, less 1/2 hour lunch. Salary reductions shall be as follows:

$$\frac{\text{clock hours absent (nearest } \frac{1}{4} \text{ hour)}}{6 \frac{3}{4}} \times \text{average daily rate}$$

F. Contracted compensation for Sub-Certified teachers shall terminate on October 1st if an approval application for a certificate has not been made to the Department of Education. This teacher will then be reimbursed on the substitute pay schedule at the time such application is submitted.

G. In rare cases of emergency, a teacher, (by mutual consent), may be regularly assigned to a greater than maximum teaching load (as outlined in ARTICLE VI, TEACHING HOURS.) In this event, extra compensation shall be as follows:

$$\frac{\text{average daily rate}}{6 \frac{3}{4}} \times \text{number of extra hours assigned to nearest } \frac{1}{4} \text{ hour}$$

(In this section the assignment to be made shall be in accordance with other assignments, as outlined in ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS.)

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

$$\frac{\text{clock hours assigned}}{6 \frac{3}{4}} \times \text{base annual contracted salary}$$

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:

$$\frac{\text{clock hours teaching}}{6 \frac{3}{4}} \times \text{base annual teaching salary}$$

L. 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:

$$\frac{\text{clock hours absent (nearest } \frac{1}{4} \text{ hour)}}{6 \frac{3}{4}} \times \text{average daily rate}$$

ARTICLE VI - TEACHING HOURS

A. The teacher's normal teaching hours shall be as follows:

1. Teachers in assigned building twenty (20) minutes prior to start of school
2. Teachers at assigned place of duty no later than ten (10) minutes prior to start of class
3. Teachers shall leave school no earlier than ten (10) minutes after the release of classes
4. Normal high school student day 8:30 AM - 3:15 PM
5. Normal teacher day (high school) 8:10 AM - 3:25 PM

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. Classroom teachers of grades K - 6 will be provided a fifteen (15) minute relief time per day.

D. Teachers may be required to remain after the end of or before the regular work day without additional compensation, for up to one (1) hour, not to average oftener than twice a month, to attend meetings called by the school administration. Teachers may be required to attend one (1) evening meeting each semester, (Parent-Teacher Conferences ex-

cluded).

- E. All teachers shall have thirty (30) minutes duty free, for lunch period.
- F. Teachers failing to attend a duly called meeting* as set forth in Item D above, will be required to contribute the sum of \$5.00 to the Mayville Education Association. This \$5.00 will be deducted from the next pay check by the Board, and deposited to the Association treasurer upon notification by the President of the Association to the Business Office of the absence.

* a duly called meeting is one that has been published in the principal's Bulletin or a special bulletin at least five (5) days in advance of the meeting.

G. Supervision of students is the teachers' responsibility with the support of the administration. This supervision includes activities in school areas including classrooms, cafeterias, halls, lavatories, playgrounds, and assembly rooms.

H. When the regular classroom teacher is replaced by an itinerant teacher, the regular classroom teacher must remain with the class unless this period is scheduled as a relief period, or the itinerant teacher wishes otherwise.

ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

A. It is recognized that the Board has the authority to make assignments of teachers and to delegate such authority to administrative personnel.

B. Elementary - (See page 10, ARTICLE VI - TEACHING HOURS, C. and E.) Secondary - (7-12) - The normal daily class schedule in secondary schools shall provide for one unassigned preparation period for each full time teacher, the length of this preparation period shall be no less than the shortest assigned instructional period.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Whenever a regular classroom teacher is absent, a relief teacher will be provided.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades will be notified and consulted with by their principal as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

E. If an existing student organization does not have an advisor, the administration will request a faculty member assume that position. If there are no volunteers, the organization will be dropped.

F. In the event that a faculty member must be absent for less than one-half ($\frac{1}{2}$) of a teaching day, the administration has the right to assign another faculty member to cover the absent member's classes as a part of his regular job assignment providing the teacher assignment does not violate conditions

of ARTICLE VI, B and ARTICLE VII, B.

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. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that a continued effort to reach the state recommended class size standard be maintained.

B. The Board recognizes that appropriate texts, library and reference 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 and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. Under no condition shall a teacher be required to drive a school bus as part of his professional assignments.

D. The Board shall make available lunchrooms, restroom and lavatory facilities exclusively for teachers' use, and at least one (1) room, appropriately furnished which shall be reserved for use as a faculty lounge in which smoking may be permitted at the discretion of the Association.

E. All rest rooms and lavatories that are now available in all buildings for strictly adult use will be maintained.

F. 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.

G. Adequate parking facilities shall be made available to teachers for their exclusive use.

H. 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.

I. 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 (retirement policy excluded), 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.

J. There is hereby established a permanent Professional Study Committee (PSC) composed of representatives appointed in equal number annually by the Association President and the Board.

1. The PSC should meet at least once each school month to discuss and study subjects and problems relating to the school system. The first meeting of the PSC is to be called by the Association President.

2. The Chairman shall be elected by the group at their first meeting.

3. The PSC is empowered to appoint sub-committees composed of teachers and administrators to study and report upon any mutually agreed upon subject.

4. All reports of the PSC or its sub-committees shall be submitted in writing to all members of the PSC.

5. Upon completion of its study and report on the subject assigned to it, each sub-committee shall be considered dissolved.

6. The parties agree that the PSC and its sub-committees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

ARTICLE IX - VACANCIES AND PROMOTIONS

For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position, a change from no supplemental pay to supplemental pay, or assistant supplemental to higher supplemental pay, and; a vacancy shall mean an opening occurring anywhere in the system.

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. No vacancy shall be filled, except in case of an emergency, on a temporary basis until such vacancy shall have been posted for at least five (5) school days during regular session.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. An applicant with less service shall not be awarded such position unless his qualifications are superior to the applicant with greater service. "Service" in the system, for the purpose of this Agreement, shall mean continuous employment in the school district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

C. During a time when school is not in session, notices of all vacancies and newly created positions shall be given if possible, to all teachers who have previously expressed interest in such positions, and who meet the qualifications. A teacher may apply for any position at any time. Such application should be submitted in writing and renewed annually.

ARTICLE X - ECONOMIC DEFICIENCY CLAUSE

A. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas or disciplines to be preserved.

1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.

2. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off, provided they are qualified to fill existing positions. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

ARTICLE XI - TRANSFERS

A. Since frequent transfers of teachers from one classroom to another during the school year is disruptive of the educational process, the parties agree that transfer of teachers is to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, until the end of the school year, lists of available positions in other school buildings shall be posted in the same manner as provided in ARTICLE IX - VACANCIES AND PROMOTIONS.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

D. Transfers are the prerogative of the Board and Administration, but even though they have the authority to make such transfers, they will not assign or transfer a teacher without discussion with said teacher, and whenever possible, the transfer will be voluntary, and may be taken through the grievance procedure as outlined in ARTICLE XVIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE.

ARTICLE XII - LEAVE PAY

The following compensable leave provisions shall be in effect from the first day of school to the end of the school year in June for the year 1974-75. At that time, representatives of the Board and the Association shall meet to evaluate the success of the program in meeting the needs of teachers. If either side sees the program as unsatisfactory, the compensable leave provisions and the long term disability provisions in effect in the Agreement between the Board and the Association reached August 27, 1973, shall take effect. At that time, any accumulated leave "frozen" under section 1 below, shall again be placed at the disposal of affected teachers.

Section I. Freezing of Accumulated Sick Days:

Accumulated sick days available as of June 30, 1973, shall be frozen.

Section 2. Personal Illness and Disability:

Each teacher shall have placed at his disposal, ten (10) days at the start of the 1974-75 school year. Teachers who are on non-compensable leave shall have pro-ration of the ten (10) days placed at their disposal upon their return to work. These days may be used for personal illness or disability.

If by reason of discharge, non-compensable leave, or termination a teacher leaves before the end of the school year, his pro-rated unused sick days shall be placed in the District Central Bank described in section 3 below. If an employee has used more than one (1) day a month at the time of termination, his pay will be adjusted a commensurate amount; similarly, any overdraft of sick leave allotment will be docked, and replaced in the bank.

Section 3. District Central Bank:

A District Central Bank shall be created effective the first day of employment for the 1974-75 school year, by placing the proceeding years' (1973-74) unused days from each teacher's ten (10) day allotment at the disposal of the district's teacher's use after depletion of their current year's ten (10) day allotment. Business days must be taken from the current ten (10) day allotment, and can not be allocated from the bank once that ten (10) days have been exhausted.

Use of days from the District Central Bank shall be supervised by the Superintendent of Schools and the Association President. In case of disagreement, the matter shall be referred to step "C" of the grievance procedure.

Medical verification may be requested by either the Association or the Board after the first ten (10) days of illness, or thereafter as deemed necessary at ten day intervals unless the doctor states that the teacher should remain away from work for a specified amount of time. If the Board or Association wish consultation from a doctor of their choice, they may request it according to the limitations listed above, and will assume the cost resulting from such consultation or from medical verification by the teacher's doctor.

This bank is intended to provide each teacher with comprehensive protection from the financial burdens imposed by long term illness, accident, chronic short illness, disability, and death or serious illness in the immediate family.

If during the school year, the bank should become depleted, teachers may draw upon their personal sick leave accumulated prior to June 30, 1973.

The number of days in the Bank shall not exceed the amount of ten (10) days per Association member. If the bank is continued beyond the 1974-75 school year and the quota is reached, unused sick leave would be paid off at a figure to be determined by the Board and the Association.

ARTICLE XIII - LEAVES OF ABSENCE

A. Any teacher shall be granted a leave of absence for personal illness or disability without pay for a period not to exceed one (1) year. Upon returning from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. Loss of pay will be determined as outlined in ARTICLE V - PROFESSIONAL COMPENSATION.

B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. Two (2) days may be used for personal business when the following procedure is adhered to:
 - a. persons must apply in writing to the building principal three (3) days prior to absence.
 - b. Not more than two (2) persons from each instructional level, (K-3), (4-8), (9-12) may be on business leave at the same time.
 - c. No personal business days shall be granted the last day of school prior to a vacation period or the first day of school immediately following a vacation period.
 - d. Lesson plans are available to the substitute teacher. (These procedures may be waived in cases of emergency at the discretion of the administration).
 - e. The use of these days for recreation, vacation or other non-business activities is to be discouraged.

2. Five (5) days may be used in cases of serious illness or death of immediate family (which is interpreted to include wife, husband, child, mother, father, sister, brother, mother-or-father-in-law, grandfather and grandmother, under ordinary circumstances.) (These procedures may be waived in cases of extreme emergency, at the discretion of the administration.)

C. 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.
3. Visitation at other schools or for attending educational conferences or conventions approved by the administration.
4. Time necessary to take Selective Service examinations.

D. Leaves of absence without pay shall be granted upon application for the following purposes:

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

5. Five (5) years leave of absence shall be granted for child rearing, commencing at the time pregnancy is established by the doctor, or at its termination.

E. 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.

F. No increment shall be given for leave D or E listed above.

G. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of one (1) increment.

H. At the beginning of every school year, the Association shall be credited with six (6) 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.

ARTICLE XIV - TEACHER EVALUATION

A. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. Suggested times for these observations are: (1) fall, (2) winter, (3) spring. Tenure teachers shall be observed for the purpose of evaluation at least once every other year.

B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

C. All evaluations shall be reduced to writing and a copy given to the teacher as soon as possible. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question. Each evaluation shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the written report.

D. Any complaint made against a teacher will be promptly called to the attention of the teacher if said complaint is to be placed or retained in any of the records or files of the Board. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimands, discipline, or discharge.

E. Each teacher may review the contents of his 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.

F. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

G. In the event of a grievance involving the dismissal of a teacher on continuing tenure under the Michigan Teacher Tenure Law, the Demand for Arbitration will not be filed with the American Arbitration Association until at least thirty (30) calendar days have elapsed from the date on which the Board makes its decision to dismiss the teacher. If the teacher on continuing tenure files an appeal with the Michigan Tenure Commission over his dismissal by the Board, any current or future grievance of said dismissal will be waived.

H. If a teacher signs material placed in his file, such signature shall be understood to indicate their awareness of the material, but in no case shall said signature be interpreted to mean agreement with the content of the material.

I. Once a year, teachers shall have the opportunity to evaluate all aspects of their working conditions. Evaluation forms will be approved by a committee appointed in equal numbers by the Board and Association.

ARTICLE XV - RETIREMENT

A. Regular retirement age from Mayville Community Schools is sixty five (65). Teachers reaching sixty five on or before September 1st shall submit a complete physical examination by a physician. The fee for this examination will be paid for by the Board, provided that the teacher elects to use the services of the physician approved by the Board.

B. Teachers reaching age sixty five on or before September 1st shall be hired on a probationary contract as provided for in the State Tenure Act.

C. Probationary contracts issued to persons over the retirement age shall be kept to a minimum and evaluated on an individual basis.

ARTICLE XVI - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher which arises from employment shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.

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 and render all reasonable assistance to the teacher in his defense if not provided by MEA.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XVII - NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. 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 this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party shall select its bargaining representatives from within the school district. 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 that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVIII -

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. The Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment, or any other provision of law (except a statute specifically establishing a procedure for redress relating to wages, hours, terms or conditions of employment) may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one (1) school building.

B. Within ten (10) 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 such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five (5) days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within thirty (30) days from receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing thereon, 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.

D. In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than forty-five (45) days after its consideration by the Board.

E. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on evidence not previously disclosed to the opposite party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgement thereon may be entered in any court of competent jurisdiction.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

G. The costs of any arbitration under this article shall be paid as follows:

1. Determination by the arbitration in favor of the Board, cost of arbitration is completely the responsibility of the teacher or the Association.

2. Determination by the arbitration in favor of the teacher or the Association, costs of arbitration are completely the responsibility of the Board.

ARTICLE XIX - 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. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Association and its membership shall define acceptable criteria of professional behavior.

D. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established practices of the Board.

E. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of this 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.

G. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, and for the Board of Education, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association, its counsel, or counsel for the Board as party to this Agreement, which shall be exclusively between the Board and the Association named in the first paragraph of this Agreement.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of August 27, 1974, and shall continue in effect for one (1) year until August 26, 1975.

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

George Sullivan, President

Anita Tompkins, Sec.

MAYVILLE EDUCATION ASSOCIATION

Frank Pliska, President

Betty Easton, Sec.

SCHEDULE "A"

I. Salary

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>EDS/D</u>
1	8,430	8,710	8,890	9,170	9,450
2	8,890	9,170	9,450	9,730	10,010
3	9,320	9,600	9,880	10,160	10,440
4	9,780	10,060	10,340	10,620	10,900
5	10,260	10,540	10,820	11,100	11,380
6	10,750	11,030	11,310	11,590	11,870
7	11,200	11,480	11,760	12,040	12,320
8	11,700	11,980	12,260	12,540	12,820
9	12,300	12,580	12,860	13,140	13,420
10	12,900	13,180	13,460	13,740	14,020
11	13,500	13,780	14,060	14,340	14,620

SCHEDULE "A"

A. All 1974-75 instructional salaries shall be based on this Schedule. Any contract written prior to the date of ratification shall be updated.

B. Persons hired on any schedule adopted in prior years shall be protected by a "Grandfather Clause" and shall remain on the schedule under which they were originally hired.

C. Bachelor's to Master's to Diploma: \$280.00 to be added to the base salary when fifteen (15) semester, graduate hours have been completed beyond either a Bachelor's or Master's degree.

D. Any teacher within the system with five (5) or more years of resident teaching will be given a maximum of five (5) years credit on the degree schedule upon receiving a Bachelor's degree.

E. All degrees must be conferred by an accredited degree-granting institution as approved by the Michigan Department of Education.

F. Any new hire teacher, or any teacher returning to the system who has seven (7) years or less experience, shall receive up to seven (7) years outside teaching experience. This makes the 8th step the maximum step for these teachers. Any rehire 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 new hire teacher has completed over ninety (90) days of substituting after obtaining a Provisional Certificate.

G. For vocationally certified new hire 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. Credits accumulated up to the start of the second semester of each year will be recognized during the current year.

II. INSURANCE:

The Board shall provide \$606.00 annually to be applied toward MESSA or Blue Cross Health Care Package for a full twelve-month period. Additional programs available through MESSA shall be available at the employee's expense through payroll deduction.

Employees not wishing health care protection may apply the equivalent toward the options listed below:

1. MESSA "Survivors' Income Benefits" for eligible employees.
2. Tax deferred annuities.
3. Group Life Insurance protection that will be paid to the teacher's designated beneficiary.
4. Dependent Life Insurance for spouse and/or dependent children.
5. If the entire \$606.00 is not spent for the above health insurance protection and/or options, the remainder will be applied to salary.

III. REGULAR SUPPLEMENTAL PAY SCHEDULE:

The following amounts will be paid in addition to the regular established schedule:

* A. Head Varsity Coach - Football, Basketball	700.00
B. Assistant Coach, Varsity - Football, Basketball	475.00
C. Junior Varsity Coach - Football, Basketball	500.00
D. 9th Grade Basketball	400.00
E. Junior High Coach - Football, Basketball	335.00
* F. Varsity Coach - Baseball	450.00
G. Assistant Coach, Varsity - Baseball	225.00
H. Junior Varsity Coach - Baseball	400.00
I. Assistant Coach, Jr. Varsity - Football	325.00
* J. Varsity Coach - Track	450.00
K. Assistant Coach, Varsity - Track	400.00
L. Junior High Coach - Track	325.00
M. Assistant Coach, Jr. High - Track	100.00
N. Cross Country Coach	450.00

O. Band Director	800.00
P. Counselor and Vo-Ag, (summer)	225.00/week up to three (3) weeks
Q. Play Director	225.00
R. Special Education - Type "A"	375.00
S. Driver Education Instructor	5.00 per hour + 100.00 Organization & Administration
T. Junior High Girls Recreation Coach	150.00
U. Junior High Cheerleading Coach	150.00
V. Girls Basketball Coach	300.00
W. Girls Volleyball Coach	200.00
X. Girls Softball Coach	200.00
Y. Girls Track Coach	100.00
Z. Junior High Girls Track Coach	100.00
AA. Cheerleading Coach, High School	300.00
AB. Pom Pom Girls Coach	100.00

AC. Golf	225.00
AD. F. F. A.	325.00

* If the positions so indicated do not have an hour for coaching during the school day, or if that hour is the coach's preparation period, then the salaries of those coaches shall be increased by \$100.00.

SCHEDULE "B"

August 29-30, 1974	Teachers' Meetings
September 2, 1974	Labor Day - No School
September 3, 1974	First Day of School
November 8, 1974	Parent-Teacher Conferences - No School
November 28-29, 1974	Thanksgiving Vacation - No School
December 20, 1974	Christmas Vacation be- gins at 3:30 PM
January 2, 1975	School Resumes
February 14, 1975	In-Service Day
March 27, 1975	Easter Vacation begins at 3:30 PM
April 2, 1975	School Resumes
May 26, 1975	Memorial Day - No School
June 5, 1975	Last Day of School

NOTES