

6/30/93

MASTER AGREEMENT

between the

MAPLE VALLEY SCHOOLS

and the

**EATON COUNTY EDUCATION ASSOCIATION,
MEA/NEA**

July 1, 1992 - June 30, 1993

Maple Valley Schools

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AGREEMENT

This Agreement entered into this 1st day of July, 1992 by and between the Board of Education, Maple Valley Schools, Vermontville, Michigan hereinafter called the "Board", and the Eaton County Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment. In consideration of the following covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

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

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Act, the Board hereby agrees that every employee of the Board covered in the Agreement shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiations. As a duly-elected body exercising governmental power under the color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to use rooms in the school building for meetings. Said rooms to be arranged with the building representative of the Board of Education upon request of the Association.
- D. The Association representatives shall be permitted to transact Association business on school property at a time outside of school hours. Any organized transaction of Association business during regular hours must be with the approval of the Building Principal, providing that this business shall not interfere with or interrupt normal school operations.
- E. The Association and its members shall have the right to use school equipment in the preparation of Association business. Said equipment shall be used at the normal location of the equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Non-teaching office personnel may assist when advisable.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the teacher mailboxes for communication with teachers and the general building delivery service.
- G. The Board of Education agrees to make available to the Association tentative budgets, approved operational budgets, general school district financial information related to the school district, annual financial reports, register of certified personnel and addresses, agenda and minutes of Board meetings, membership data, and any other information that is actually public information. Salaries of teachers and step on the salary schedule will be provided annually. Said information shall be provided upon request by the Association.
- H. Prior to implementation, the Board may consult with the Association representatives on any new or modified fiscal, budgetary or tax programs, construction program, or major revisions of education policy, which are proposed or under consideration.
- I. The Board shall make available in each building a room to be used as a lounge/work room by teaching, non-teaching and administrative personnel. This room shall be for the exclusive use of the teaching, non-teaching, and administrative personnel.
- J. A copy of the Board of Education policies shall be made available in each building annually.

- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or martial status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, martial status, or national origin.
- L. The rights granted herein to the Maple Valley Education Association shall not be granted to any other teacher labor organization.
- M. The teacher shall be entitled to full rights of citizenship and no religious, political, or personal activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. If the teacher's personal behavior interferes with the normal classroom activities or student-teacher relationship, then a joint meeting of Board and Association representatives will discuss the situation with the teacher and take any necessary action.
- N. The Board will endeavor to place among the first five items under New Business on the agenda, matters involving the Maple Valley Education Association. These must be presented to the Board at least nine (9) calendar days preceding the regular Board meeting.
- O. The existing telephone facilities will be made available to teachers for their reasonable use. Long-distance calls shall be charged to the teacher placing the call unless the call was made for school business and approved by the Building Principal.
- P. The duties of any newly-created position with the bargaining unit which are in conflict with the Master Agreement shall be subject to negotiations between the parties.
- Q. Adequate off-street parking facilities shall be provided whenever possible and advisable. At the Kellogg Elementary School, parking shall be allowable on the school grounds during a period beginning November 25 through March 20. During the balance of the school year, cars at Kellogg building shall be parked on the street. Reserved parking will be provided all staff members in buildings which have off-street parking. An adequate number of spaces will be reserved for staff cars, except in cases of emergency.

ARTICLE III: MANAGEMENT RIGHTS

- A. The Board of Education on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to their professional employment.

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

ARTICLE IV: PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an authorization for Professional Dues deductions as established by the Association. Pursuant to such authorization, the Board shall deduct one-fifth (1/5) of such dues from the second regular salary check beginning in September and ending in January each year. Such deductions shall be forwarded to the Association.

- B. Any teacher not a member in good standing or who does not make application for membership within thirty (30) days from commencement of his/her teaching duties, shall pay a representative benefit fee to the Association in an amount determined by the Association. The teacher may authorize payroll deduction for such fee in the same manner as provided for Association members in preceding Section A.
- C. It is understood that bargaining unit members in arrears are subject to court action, costs and fees. The Board bears no responsibility for non-compliance by an individual bargaining unit member.
- D. The Association will protect and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of action or non-action by the Board or its agents for purposes of complying with this Article.
- E. Section D of this Article is valid and enforceable by the Board only when they are in substantial compliance with its provisions.
- F. Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for annuities and credit unions.

ARTICLE V: WORKING CONDITIONS AND HOURS

- A. The normal workday in the Junior and Senior High Schools shall be as follows:

8:00 a.m.	Teachers Report
8:05 a.m.	Teachers at Stations
8:20 - 9:17	First Hour
9:17 - 9:21	Exchange of classes
9:21 - 10:18	Second Hour
10:18 - 10:22	Exchange of classes
10:22 - 11:19	Third Hour
11:19 - 11:23	Exchange of classes
* 11:23 - 1:01	Fourth Hour
1:01 - 1:05	Exchange of classes
1:05 - 2:02	Fifth Hour
2:02 - 2:06	Exchange of classes
2:06 - 3:03	Sixth Hour

* Lunch periods (3) - of thirty minutes each.

- B. The normal workday in the elementary schools shall be as follows:

8:00 a.m.	Teachers Report
8:10 - 10:00 a.m.	Instructional Responsibilities
10:00 - 10:15	Recess
10:15 - 11:20	Instructional Responsibilities
11:20 - 12:00 noon	Lunch Period
12:00 - 1:30	Instructional Responsibilities

1:30 - 1:45	Recess
1:45 - 2:30	Instructional Responsibilities
2:35 p.m.	Walkers Dismissal
2:42 p.m.	Bus Students Dismissal

- C. 1. It is understood that the above time periods for recess, lunch and instructional responsibilities may vary from elementary school to elementary school, but the length of the recess time, the length of the conference/preparation period, the time spent in instructional responsibilities and the length of the lunch period will not vary from elementary school to elementary school.
2. Kindergarten and Development Kindergarten will have the following schedule:
- | | |
|--------------------|------------------------|
| Morning session: | 8:10 a.m. - 10:50 a.m. |
| Afternoon session: | 11:50 a.m. - 2:42 p.m. |
3. Teachers at the Jr.-Sr. High School shall have the option of electing to come in at 7:30 a.m. and leave at 3:05 p.m. or to come in at 8:00 a.m. and leave at 3:30 p.m.
4. The teachers at the elementary school level may elect morning preparation time from 7:20 a.m. to 8:00 a.m. or afternoon preparation time from 2:42 p.m. to 3:30 p.m.
5. The following guidelines shall apply to all teachers:
- At the beginning of each school year, the teacher shall notify his/her immediate supervisor as to which of the foregoing options he/she has elected.
 - Teachers shall be permitted to change the initial election twice each year provided the immediate supervisor is notified one (1) week in advance of the effecting date of the change.
 - It is recognized that preparation periods will operate primarily on an honors system and that violations in connection with the teacher workday may result in the removal of the foregoing options.
- D. The Association agrees that lack of student enrollment in a specific class or subject area could result in an appropriate reduction of staff. Should declining enrollment and/or reduced funding necessitate a revision in the instructional workday, such revision shall be subject to negotiations between the parties.
- E. No teacher at the Jr.-Sr. High School level shall be assigned more than four (4) preparations each semester. More than four (4) preparations shall be by mutual consent between the teacher and Administration. A reasonable effort will be made to keep preparations limited to three (3), primarily for probationary teachers. The Association will be notified of any such agreements.

- F. In the event it becomes necessary for an employee to assume teaching responsibilities or other administratively assigned duties during his/her conference or preparation period, or when he is administratively assigned any duty in addition to the normal instructional day, i.e. noon supervision, bus supervision, recess duty, except for normal recess rotation, and all other such non-teaching duties, he shall be compensated in accordance with Article XXI, Section H.
1. An employee engaged in any of the foregoing activities for less than thirty (30) minutes shall be compensated at one-half (1/2) the rate specified in Article XXI, Section H. An employee so engaged for thirty (30) minutes or more shall be compensated at the full rate specified in Article XXI, Section H.
 2. It is understood that the Board is not obligated for the extra pay provisions on days when it is necessary to dismiss school early because of inclement weather or other emergency.
- G. On Fridays and days preceding a vacation or holiday recess, teachers at the Jr.-Sr. High School are free to leave at 3:10 p.m. Elementary teachers are free to leave at 2:50 p.m.
- H. All staff members, except those involved with in-school suspension room program or other mutually agreed programs, shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. The matter of compensation for assigned lunch duties in such programs shall be negotiated with the Association at the time such programs are being implemented.
- I. When determined by the Board that there is a student need and financial resources are available, the Board shall employ teachers in specialized areas including art, physical education, vocal music, instructional music, and library (as maintained by librarians or library aides).
- J. Elementary teachers may use for preparation all the time during which their entire class is receiving instruction from the various teaching specialists. Any time a specialist is absent from school and normally the specialist is responsible for all the students within a given regular classroom, an attempt will be made to provide a substitute teacher.
- K. In the event a qualified substitute teacher is not available, the regular classroom teacher shall receive additional compensation at the rate specified in Article XXI of this Agreement.
- L. Specialized teachers required to substitute for regular classroom teachers shall be compensated at the rate specified in Article XXI of this Agreement.
- M. Teachers in all buildings shall be expected to attend staff, curriculum or in-service meetings outside of regular employment hours with said meetings to be limited in number. Teachers shall have an opportunity to have items placed on the meeting agenda providing the building principal is notified at least three (3) days prior to the date of the meeting. Staff meetings shall not exceed one (1) per month with three

(3) days prior notification of said meeting, except in the case of emergency.

- N. Teachers are not expected to report to school on snow days when school is not in session. In the event a teacher has requested a Sick Leave Day or a Personal Business Day when school is closed for the above reasons, he/she shall suffer neither loss of salary nor loss of leave time.

Negotiated arrangements will have to be made to make up Act of God days in compliance with state guidelines to receive state aid. The plan to make up Act of God days will be listed with the School Calendar as miscellaneous information.

- O. Parent-teacher conferences shall be scheduled in accordance with the negotiated calendar as set forth in Appendix A. In addition to the foregoing, the administration shall employ a substitute teacher(s) for the regularly assigned Kindergarten teacher with a double session for an extra one-half (1/2) day to conduct Fall parent-teacher conferences. A double class load of fifty-two (52) or more students shall entitle the Kindergarten teacher to the services of a substitute teacher for an additional full day to conduct Fall parent-teacher conferences.
- P. The normal teaching assignment at the Jr.-Sr. High School level will be five (5) teaching periods per day plus one (1) preparation period as part of the present six-period day. A study hall assignment shall be considered bargaining unit work and shall count as one of the assigned five (5) teaching periods. An additional sum of 1/6 of the teacher's base salary shall be paid for an additional sixth period on a regular basis.
- Q. There may be job sharing with pro-ration of benefits and pay. Seniority shall not be pro-rated.
- R. The parties shall meet and review the recess and lunch hour operation in the elementary buildings no later than the end of the second marking period.

ARTICLE VI: ASSIGNMENTS AND QUALIFICATIONS

- A. It is the intent of the Board of Education to employ only teachers for regular teaching assignments who possess a minimum of a Bachelor's Degree from an accredited college or university; and hold a Permanent, Provisional or Continuing Certificate. General state certification regulations shall be followed, and the employment of teachers on a full year permit basis shall be permitted only in cases of absolute necessity or in a special area of instruction with approval of the State Department of Education Certification Office.
- B. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except temporarily and for good cause, and the Association shall be notified in each instance.

- C. Each teacher shall maintain with the office of the Superintendent of Schools and the building Principal the current address and telephone number which may be used to contact him in emergency matters while in the employ of the school district.
- D. The building Principal and teachers are encouraged to meet before the close of the school year and discuss general teacher assignments for the coming year. All teachers shall be given written notice of tentative schedules for the forthcoming school year no later than the close of school in June of the preceding school year. In the event that changes in such schedules are proposed, all teachers shall be notified and consulted by their principal as soon as possible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change or such re-assignment is advisable for general operational purposes.
- E. With the recommendation of teachers within a department, the Principal may select a Department Chairperson.
 - 1. The Department Chairperson shall:
 - a. Coordinate programs and materials within the department.
 - b. Serve as the instructional liaison between the teacher of the department and the school administration.
 - c. Assist in the evaluation of department curriculum.
 - 2. Department Chairpersons shall not be considered executive or supervisory employees.

ARTICLE VII: CLASS LOAD AND SUPPLIES

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

In grades K-6, maximum class size shall be 28, or a maximum of 34 with an aide. If the listed class sizes are exceeded, an aide shall be employed for a minimum of two (2) hours per day in the classroom where the overload exists. The teacher involved reserves the right to refuse the services of an aide, and shall state the same in writing to the building Principal. The Board reserves the right to employ and assign aides in special situations although the class size is lower than the established maximum limitations as stated in this Article. The Association agrees to release the Board from the class size and aide agreement in the event the Board furnishes the Association proof that the Board is financially unable to meet the agreement.

C. In the Junior-Senior High School, the Board and the Association agree that the student-teacher ratio considering a regular classroom certified teacher shall not exceed 30 to 1. Counselors, librarians, and remedial reading teachers shall not be included in figuring this ratio. The time spent for any teachers teaching only part-time in the Jr.-Sr. High School shall be pro-rated for the amount of time teaching at the Jr.-Sr. High School. The administration shall make every effort to balance classes within subject areas.

D. Materials and Supplies:

1. The Board and Association recognize the importance of the availability of adequate teaching materials, texts, library materials, equipment and general test materials.
 - a. Representatives of the Board will confer with the teachers regarding the above-listed items.
 - b. A system of building requisition will be maintained for the above-mentioned items.
2. Present office services shall be maintained in each building.
3. The Board agrees to keep the schools adequately equipped and maintained within financial limitations.
4. The Board agrees to provide the following amounts on an annual basis for the maintenance of a reference library for teachers:

Kellogg Elementary School	\$ 70.00
Fuller Street Elementary School	95.00
Maplewood Elementary School	95.00
Jr.-Sr. High School	185.00

- a. Materials for the respective building libraries will be purchased upon teacher request of the building librarian and Principal.
- b. Said materials will be located in the building where the request originated.

ARTICLE VIII: VACANCIES, PROMOTIONS AND TRANSFERS

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created position or a position which has been occupied by an employee who will not be employed for the ensuing school year. A position which is open for less than a full school year does not constitute a vacancy, unless the opening is the result of a permanent termination, in which case the opening shall be posted as a vacancy the summer following that school year. The person hired to fill the position for the remainder of the school year shall be notified in writing at the time of hire that the position will be posted as a vacancy the following summer.
1. All persons who possess bargaining unit seniority, whether actively employed in the unit, on leave or layoff, who desire to return to the unit, shall be employed and assigned on the basis of seniority and certification until all bargaining unit positions are filled.
 2. Teachers who have voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority and certification. Such voluntary part-time teachers may apply for transfer to a vacancy in a full time position in accordance with this Article.
- B. Whenever a vacancy in any assignment within the bargaining unit shall occur, the Board shall publicize same by giving written notice of such vacancy to the Association President and provide for the appropriate posting in the teachers' lounges of each building.
1. No vacancy shall be permanently filled until such vacancy shall have been posted with the Association for at least ten (10) calendar days.
 2. A copy of all posted vacancies and accompanying position requirements shall be sent by registered mail to all employees on leave or layoff status at their last known address.
 3. In the summer months, such lists shall be posted in the Superintendent's office for ten (10) calendar days.
 4. Employees desiring to have vacancy notices sent to them during the summer months shall leave their name and address with the Superintendent's office during the last week of the academic school year. Only teachers certified for such vacancies will be mailed vacancy notices.
- C. Any teacher may apply for a vacancy in the bargaining unit. The application shall set forth the school, grade or position sought and the applicant's academic background. Vacancies shall be filled on the basis of seniority and certification with consideration for the number of transfers in the previous two (2) years. The decision shall be made by the Superintendent and the building Principal. All applicants currently employed by the Board shall be notified of the decision in writing.

- D. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary school grades and transfers between schools may be necessary. If the Board deems that such transfers are necessary, they shall attempt to make such transfers on a voluntary basis. If a voluntary transfer is not possible, transfer will then be based on seniority and certification.
- E. The rights created under this Article may not be exercised in such a manner so as to exclude the employment of a person who has more unit seniority than an employee requesting transfer.
- F. On or before March 15 of each year, all teachers shall supply the Superintendent with a letter indicating if they plan to return to teaching duties in the Maple Valley School system during the forthcoming year.

ARTICLE IX: LAYOFF AND RECALL

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure shall apply:
 - 1. Probationary teachers shall be laid off first provided there are more senior teachers who are certified to fill the remaining positions.
 - 2. In the event a tenure teacher must be laid off, layoff will be on the basis of seniority and certification.
 - 3. No new teachers will be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified to fill the vacancy.
- B. Seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit in the Maple Valley School District. Seniority shall be computed on the basis of paid days of employment. Leaves of absence granted pursuant to Article X, Paid Leaves of Absence, shall be considered as paid days of employment.
 - 1. Time spent on layoff shall not be construed as a break in continuous service. Seniority, but not placement on the salary schedule, shall continue to accrue.
 - 2. Time spent on an unpaid leave of absence shall not constitute a break in continuous service, however, seniority and salary schedule credit shall not continue to accrue.
 - 3. A part-time employee shall have seniority computed on a pro-rata basis to coincide with the ratio of instructional time for which he is contracted to the instructional time of an equivalent full time position.

- a. Teachers who have voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority and certification. Such voluntary part-time teachers may apply for transfer to a vacancy in a full time position in accordance with Article VIII.
 - b. A teacher whose position is reduced from full time due to a partial layoff shall have the right to a bargain for which he is certified and which is occupied by a bargaining unit member with the least district-wide seniority.
4. Should two (2) or more teachers share the same first day and year of work, relative seniority rankings shall be determined according to the following criteria in the order stated:
- a. Date of Board action to hire;
 - b. Date of individual signing of initial contract; and
 - c. A lottery.
5. After the effective date of this Agreement, only members of the bargaining unit shall possess, accrue and/or retain seniority within the bargaining unit.
- C. The Board shall provide the Association with a copy of the seniority list on or before August 15 annually. Such seniority list shall update the bargaining unit member's seniority through the end of the preceding school year.
1. The Association shall have the right to review the seniority and layoff lists prior to the implementation of layoff.
 2. In the event of a dispute, the Association shall have the right to file a written grievance with the Superintendent within four (4) workdays of reviewing said list.
- D. In the event it is necessary to reduce staff, affected staff shall be notified at least thirty (30) calendar days prior to the effective date of layoff.
- E. Teachers who are laid off during a contract year shall be credited with an advancement of one (1) semester on the salary schedule provided they were employed for a minimum of sixty (60) days. A full year advancement on the salary schedule shall be credited to teachers employed one hundred and twenty (120) days or more of the school year.
- F. Recall shall be in reverse order of layoff provided the senior teacher(s) is certified for the open position(s).
1. Employees who are notified in writing of recall and fail to respond within five (5) workdays or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.

2. The employee shall lose his right to recall upon refusal of the district's offer of a position which is substantially equivalent to that held at the time of layoff, provided the employee is not under contract with another school district.
 3. The Board shall contact teachers on layoff annually with regard to the teacher's desire to remain on the district's recall list. Such notification shall be by certified mail. Failure to respond within thirty (30) days of notification shall be considered a resignation.
- G. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence irrespective of the employee's position on the seniority list, provided that the granting of such requests does not necessitate the hiring of new staff.
1. Extensions of such leaves will be at the discretion of the Board.
 2. Requests for leaves shall be granted on a semester or school year basis.
 3. Seniority, but not salary schedule placement, shall accrue under leaves granted pursuant to Article IX, Section G.

ARTICLE X: PAID LEAVES OF ABSENCE

- A. At the beginning of each school year, all staff shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of 180 days. A teacher who does not fulfill a contract year shall be allowed one (1) day per month on any part of any month worked and shall refund any sick leave pay which may have been advanced.
1. The teacher may use all or any portion of his/her leave to recover from his/her illness or disability. In addition, the teacher may use up to five (5) days of his/her accumulated sick leave for illness in the immediate family as defined in Section F.1 of this Article.
 2. Part-time, regularly employed teachers shall receive a pro-rated portion of sick leave annually.
 3. Accumulated sick leave shall be maintained for the period of a Board approved leave of absence.
- B. Teachers who have knowledge of an impending condition, including but not limited to surgery, pregnancy, etc., shall notify the Board.
1. Notification shall be filed with the Superintendent within two (2) weeks of the teacher's knowledge.
 2. If requested, a physician's statement of the nature of the disability shall be provided by teacher.

3. The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education may, in its discretion, request within the doctor's prescribed appointments with the teacher.
 4. The teacher may be required to submit to physical examinations by a physician selected by the Board. The Board agrees to pay all costs of such examinations.
 5. For all sick leave days claimed, the teacher shall, upon request, have a physician's certificate verifying physical disability which prevents said teacher from fulfilling his/her teaching responsibilities.
 6. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties certified by the physician.
 7. Any employee absent because of extended or serious illness or injury shall, upon request, present to the Superintendent, prior to his/her return to service, a statement from his/her doctor indicating that his/her health is satisfactory for return to teaching duties.
 8. The teacher shall provide in writing general lesson plans and other materials required by the Principal for the duration of the absence in order to maintain curricula continuity through the substitute.
- C. Any employee who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board only the difference between the disability benefits provided by the Worker's Compensation Law and the regular daily salary. Such days covered under the Michigan Worker's Compensation Act shall not result in loss of sick leave days.
- D. Employees shall be required to notify the building Principal or designee in the event of an absence due to sickness or injury before 6:30 a.m. of the morning of the expected day of the absence so that a substitute may be obtained. When circumstances make such notification impossible or unreasonable, it will be necessary for the employee to communicate with the Principal concerning the reason for failure to notify.
- E. Leaves of absence with pay chargeable to the employee's sick leave shall be granted for:
1. An emergency not to exceed three (3) days per school year. The building Principal shall be notified as soon as the nature of the emergency permits.
 2. Attendance at the school graduation of a spouse or children not to exceed one (1) day unless travel requires additional time.
 3. Emergency reasons as defined by the Superintendent.

F. Leaves of absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:

1. The employee may take up to a maximum of five (5) days per death in the immediate family. Immediate family is defined for purposes of this Article as spouse, parents, brother or sister, children, grandchildren, father or mother-in-law, grandparents and others living within the teacher's household for whom he has custodial responsibility.
2. The employee may take one (1) day for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
3. There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. The employee shall receive full daily salary with the jury pay being returned to the Board of Education less meal expenses when not provided by the Court.
4. Time necessary to take the selective service physical examination.

G. Two (2) personal business leave days shall be granted for business which cannot be handled outside the regular teaching hours with the following provisions.

1. Unused Personal business days shall be added to a teacher's accumulated sick leave at the end of each school year.
2. Should personal business days be used improperly, it will result in the loss of salary for the day in question.
3. It is understood that a personal business day may not be used on the workday immediately preceding or immediately following a vacation day or holiday for the first or last day of the school year.
4. Prior approval must be given by the building Principal. The request must be in writing on an approved form at least three (3) working days prior to the date for which the leave is requested. An answer must be provided within two (2) working days after the day the form is turned into the building Principal.
5. Personal business shall be acceptable reason for matters related to health or legal matters. General reasons will have to be stated in other matters.
6. No more than two (2) personal business leaves at Fuller Elementary, one (1) personal business leave at Kellogg Elementary, two (2) personal business leaves at Maplewood Elementary and three (3) personal business leaves at the Jr.-Sr. High School shall be approved for the same day.

7. Personal business leave shall not be used for any of the following:

- a. Recreational pursuits;
- b. Social functions including weddings (special consideration for direct participation in wedding activities);
- c. Other employment; and
- d. General child care.

H. Should a bargaining unit member be elected as an officer of the ECEA, the Association shall have the right to purchase up to a maximum of three (3) additional days of release time.

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

ARTICLE XI: UNPAID LEAVES OF ABSENCE

A. General Leave Provisions

1. Applications for leave shall be submitted in writing at least ninety (90) calendar days prior to the commencement of the leave. The notification period may be waived at the Board's discretion.
2. Applications for leave shall include a statement of the beginning date of the leave and the date of return to regular employment.
3. Leaves of absence shall not exceed one (1) year.
4. The Board, at its discretion, may grant an extension of any leave upon written request, provided such request is submitted at least thirty (30) days prior to the expiration of the leave.
5. Early termination or cancellation of any leave may be made upon mutual agreement of the parties.
6. The Board shall notify the employee in writing thirty (30) calendar days prior to the expiration of a leave and advise the employee of his/her options. The employee shall reply to such notice in writing within fifteen (15) days of the Board's written notice.

7. During a period of impending staff reduction, the Board agrees to consider all requests for unpaid leaves of absence.
 8. Upon return from an unpaid leave of absence which is less than one (1) year, the teacher shall be returned to his/her former position.
 9. Upon return from an unpaid leave of absence which is equal to or more than one (1) year, a teacher shall have the right to displace the least senior employee in a position for which he is certified.
 10. Should the teacher returning from an unpaid leave of absence which is equal to more than one (1) year not possess sufficient seniority and the appropriate certification to displace a less senior employee, he shall be subject to layoff pursuant to Article IX of the Master Agreement.
- B. A teacher unable to teach because of personal illness or disability may be granted a leave of absence for the duration of such illness or disability for up to a period of one (1) year. Teachers with a minimum of five (5) continuous years of service shall be provided with paid insurance benefits for the duration of the leave.
- C. In lieu of the sick leave provisions contained in Article X, a teacher may request and may, at the discretion of the Board, receive a medical leave of absence for one (1) year.
1. Upon return from the leave, the teacher shall provide medical certification that he is physically able to resume full time employment.
- D. A military leave of absence shall be granted for any teacher who shall be inducted into any branch of the armed services of the United States. A teacher returning from such leave shall be subject to the provisions of Section H of this Article and the following:
1. Received an honorable or medical discharge;
 2. Is still qualified and competent to perform the duties of such teaching position;
 3. Make application to the school district for re-employment within ninety (90) days of discharge; and
 4. Shall be given up to two (2) years credit as it applied to salary schedule advancement and sick leave.
- E. A leave of absence may be granted to any teacher for the purpose of participating in the Peace Corps, Teacher Corps, or Job Corps as a full time participant subject to the following:
1. The original leave may be for up to two (2) years;
 2. The teacher shall state his/her intention to return to this school system; and

3. The time served shall be allowed for salary schedule advancement.
- F. The Board may grant a leave of absence for the purpose of further education improvement study subject to the following:
1. Application for such leave shall be made no later than April 1 of the year in which the leave is to commence; and
 2. Only one (1) teacher from grades one (1) through six (6) and one (1) from grades seven (7) through twelve (12) may be on educational leave at the same time.
- G. The Board, at its sole discretion, may grant a leave of absence for other reasons.
- H. A leave of absence may be granted to an employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness.
1. Said request shall specify the beginning and anticipated ending dates of the leave and, where applicable, be accompanied by a doctor's verification of the nature of the child's illness.
 2. In case of leaves for illness, injury or child care, the Board agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the teacher has been employed by the Board for a minimum of five (5) continuous years.

ARTICLE XII: PROFESSIONAL IMPROVEMENT

- A. In-service programs shall be planned cooperatively by representatives of the Professional Development Committee.
1. One (1) elementary and one (1) secondary principal and two (2) other administrators shall be the representatives of the Board at planning meetings.
 2. Four (4) teachers (one from each building) shall be selected by the Association to represent the teaching staff. If required by law, a fifth teacher shall be appointed by the Association.
 3. All teachers shall be expected to attend scheduled in-service programs unless excused due to illness or some other unavoidable cause.
- B. Professional improvement shall be defined as professional improvement or subject matter improvement and shall not be considered as taking a specific course or number of courses.
- C. The Board shall reimburse the staff for expenses incurred as approved by the Professional Development Committee.

- D. The Board shall, at the beginning of each school year of this contract, establish a Professional Development Fund of \$12,000.00 annually, with no accumulation, to be used by the teaching staff of the District.
1. Guidelines for the use of the Professional Development Fund:
 - a. The money is to be used only for professional development of the teaching staff. Professional development may include but not be limited to conferences, visitations, in-service training, etc.
 - b. The money from this fund will be divided as follows: 70% for conferences, visitations, etc.; and 30% for in-service training. Adjustments to these percentages may be made by mutual consent of both parties.
 - c. Approval of any request from this fund shall be determined by the Professional Development Committee. This Committee shall also provide the Association and the Board with a quarterly financial report.
 - d. Criteria for acceptance or denial of all requests shall be established by the Professional Development Committee.
 - e. There shall be a limit on the number of people participating in conferences or visitations per day - three (3) from the elementary level and three (3) from the secondary level.
- E. The Board shall reimburse any teacher successfully completing any course directly related to education at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university with the following limitations:
1. Reimbursement shall cover tuition at the rate of \$36.75 per semester hour and \$27.00 per term hour.
 2. Said course must be beyond the completion of requirements to meet the State set requirements for the permanent or continuing certificate. It is the responsibility of the teacher to file with the Superintendent a copy of the permanent or continuing certificate at the time said certificate is received by the teacher.
 3. Said course must have approval by the School administration prior to completion of the course.
 4. Any reimbursement requests for credits earned must be filed not later than thirty (30) days after completion of the course.
 5. A maximum of \$500 (lifetime) to be paid any one (1) teacher for advanced credits earned.
 6. Only credits earned after the approval of this contract shall be considered for reimbursement under these terms.

7. Any teacher leaving the school district within one (1) year after payment for credits shall reimburse the school district said amount.

ARTICLE XIII: PROFESSIONAL BEHAVIOR

- A. Discipline shall be defined as a verbal warning, a written reprimand or suspension without pay. The Board agrees that when disciplinary action is warranted against a teacher, it will use disciplinary measures which are progressive and appropriate.

The Association will use its best efforts to correct breaches of professional behavior by any teacher.

A written reprimand shall notify the employee of any delinquencies, point out expected correction, state a reasonable period of time in which to make the correction, and direct the employee's attention to potential penalties if such corrections are not made.

All alleged misconduct shall be promptly reported to the employee.

- B. A teacher shall be entitled to have present a representative of the Association when he/she is being disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, unless necessity dictates immediate action. The administrator involved may also have another administrator present at the meeting.
- C. No teacher shall be disciplined without just cause.
- D. Any complaint directed toward an employee which may result in an adverse evaluation or other disciplinary action shall be promptly called to the attention of the employee. Any complaint not directed to the employee's attention may not be used as the basis for any disciplinary action against the employee.
- E. Complaints by a parent or a student directed toward an employee that cannot be resolved by the administrator at the time the complaint is brought to him/her shall be called to the attention of the employee. The administrator shall:
1. Provide the employee an opportunity to reduce the employee's version of the matter to writing and to have that version attached to any written record of the matter; and
 2. Provide the employee with a copy of the written record which the administrator expects to place in the employee's file.
- F. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom.

1. If a pupil is excluded from the classroom, the teacher will furnish his/her administrator pertinent details of the incident(s) as promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal or assistant returns the pupil to the classroom, he/she shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.
 2. When requested by the teacher, the administrator will make reasonable attempts to arrange a conference including the student and his/her parent or legal guardian.
 3. Whenever it appears to the teacher and administrator that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take such steps as may be necessary to relieve the employee of responsibility with respect to such pupil.
- G. Any case of assault upon a teacher, which is related to the teacher's responsibilities in the District, shall be reported promptly to the administration and Board.

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

- H. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, shall provide legal counsel if requested in writing by the teacher and render necessary assistance to the teacher in his/her defense providing the teacher acted within the scope of Board of Education policy. Such Board action shall be in connection with coverage also involved through the Michigan Education Association Liability Program or the school district's liability insurance carrier.
- I. Any injury which arises out of or occurs within the course of the employee's employment shall be promptly reported to the building Principal. The employee shall be supplied with the appropriate form in the event a Worker's Compensation claim is to be filed.
- J. The Board shall investigate any matter covered under this Article and if they find the teacher was not responsible or is unjustly charged, they shall provide the necessary time off for the teacher to aid in the prosecution of an assailant and/or defense of litigation against the teacher. Such time off shall be without the loss of compensation and shall not be charged against any paid leave time.
- K. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

- L. The discipline policies set forth in the respective student handbooks of the District will be made known to all students and staff at the beginning of each school year. Said discipline policies will set forth the general standards of behavior expected of students enrolled in the District whether in the classroom, elsewhere on school premises, on a school bus or other school-related vehicle or at a school sponsored activity or event.

ARTICLE XIV: EVALUATION PROCEDURE

- A. An evaluation of the performance of each employee in the school system is the responsibility of the administration.
 1. Before evaluation begins in any school year, the building administrator, or the designated evaluator, will meet with the teacher(s) in his building to discuss the criteria for evaluation.
 2. One (1) building administrator shall be designated as the evaluator of the employee who works in more than one (1) building and/or is under the supervision of more than one (1) administrator. The designated evaluator shall have the right to confer with the administrators in the other assigned buildings.
 3. In such evaluations, all monitoring and observation of an employee shall be conducted openly with the employee's knowledge.
 4. Adverse comments of the evaluation form shall be specific.
- B. Evaluations shall be based on formal observations, teacher's work, and contributions to the school system, including informal meetings with the building Principal.
- C. It shall be the administrator's responsibility to provide an employee with notice of any deficiencies noted in his performance, and make recommendations or suggestions as to how the employee's performance may be corrected. The administrator shall note previously-mentioned deficiencies which have not been satisfactorily corrected.
- D. Classroom evaluations shall be made by the building administrator or his designee. Only one (1) administrator shall be present during any classroom evaluation.
 1. At least one (1) day in advance of the first formal observation, the employee shall be notified of the date and approximate time that the formal observation will take place; except that observations resulting in a written evaluation shall not be scheduled on the days immediately preceding or following a holiday or vacation period.
 2. Classroom observations shall be at least thirty (30) minutes in duration.

3. Within five (5) working days after the evaluator's observation, he shall have a conference with the employee to review the written evaluation.
 4. If the employee disagrees with the evaluation, he may attach a written reply to the evaluation within ten (10) working days after the evaluation was received by the employee.
- E. Administrative comments concerning recommendations for teacher performance improvement and the overall performance rating are not subject to the final step of the grievance procedure.
- F. Any erroneous information used by the administrator in the evaluation report shall be subject to the grievance procedure through arbitration.
- G. The performance of all employees shall be evaluated in writing in accordance with the following:
1. Probationary teachers shall be evaluated at least three (3) times during the school year. Two (2) of these shall be completed by February 1, and the third by March 1.
 2. Tenure teachers shall be evaluated at least once every two (2) years by March 1st. If a tenure teacher should receive an unsatisfactory evaluation, he/she shall be re-evaluated within sixty (60) calendar days of the unsatisfactory evaluation. The administrator has the option to have additional evaluations if there is cause.
- H. Three (3) copies of the written evaluation shall be submitted to the employee; two (2) to be signed and returned to the administration and the other to be retained by the employee.
- I. Each employee shall have the right, upon request, to review all evaluation material and the contents of his personnel file, except confidential information, any letters of recommendation, and placement bureau credentials. An Association representative may, at the employee's request, accompany the employee in said review.
- J. No written reprimands, evaluations or written complaints shall be placed in a teacher's personnel file without his knowledge. Should an employee disagree with the contents of the item being placed in the file, he may, within ten (10) school days, have his written objections attached to the item.
- Upon request of an employee, a committee composed of the Board's Labor/Management Committee, the employee, and an administrator shall convene and by a majority vote purge a written reprimand, evaluation, or written complaint which has been in the file more than five (5) years.
- K. The administration shall continue to use the same evaluation forms in use during the 1979-1980 school year. Any changes in the form shall be by mutual agreement of the parties.

- L. A teacher-sponsor shall be assigned to every probationary teacher upon entrance of the teacher into the Maple Valley School System. The teaching sponsor, insofar as possible, shall be a tenure teacher and shall be engaged in teaching within the same grade or subject area and within the same building as the probationary teacher. It shall be the responsibility of said sponsor to assist and counsel the probationary teacher regarding general school operational policy and acclimating the probationary teacher to the teaching profession. The teacher-sponsor shall not be directly involved in the evaluation of the probationary teacher, but shall be encouraged to meet with the building Principal on behalf of the probationary teacher. The building Principal shall meet with the Association representatives when assigning the teacher-sponsors.

ARTICLE XV: GRIEVANCE PROCEDURE

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

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

answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
2. Each party shall alternate one name from the panel of arbitrators until all arbitrators are eliminated except one (1). That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.

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

Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give six (6) month's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

J. The following provisions apply:

1. Neither the Board nor the Association shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.
3. The decision of the arbitrator shall be final and binding upon the parties subject to the right of either party to judicial review.
4. Should the Board challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.
5. The arbitrator shall interpret state and federal law only to the extent that he finds they affect the grievance on which he has been asked to rule. He shall cause to be changed only those rules and policies or actions of the Board which he finds inconsistent with the negotiated Master Agreement.
6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative or representatives are to be at their assigned duty stations.

7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.

ARTICLE XVI: NEGOTIATION PROCEDURES

- A. In any negotiations between the parties, neither shall have any control over the selection of the bargaining representatives of the other. Each party may select its representatives from within or outside the school district. The parties mutually pledge that such representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations subject only to final ratification of the parties.
- B. Matters not specifically covered by the Agreement, but of common concern to the parties, may be subject to negotiations upon mutual agreement of the parties.
- C. The Association shall designate a teacher in each school building as Association Representative. The Junior High School Building shall have two (2) representatives with one (1) representing the Junior High and the Senior High. The building Principals and Association Representatives shall meet once each month for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. The Superintendent may also be in attendance. By mutual agreement of both parties involved, meetings may not be held.
- D. Before March 1 of the final year of this Contract, the parties shall initiate negotiations for the purpose of entering into a new contractual agreement.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

- A. The Board shall utilize the substitute teachers list supplied by the Intermediate School District.
- B. The final draft of this Agreement shall be prepared for printing by the Association. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual teacher contract.
- D. The provisions of the Master Agreement shall be incorporated into and considered part of Board Policy.
- E. If any provision of the contract or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. There shall be three (3) signed copies of the Agreement, one (1) of which shall be retained by the Board, one (1) copy by the Association, and one (1) by the Superintendent.
- G. Prior to the opening of school, all teachers shall have a tuberculosis test in accordance with state law and shall assume the cost of same. A teacher's duties and compensation shall not commence until he/she has had a tuberculosis test, except where arrangements have been made with the Superintendent.
- H. It is understood and agreed that extra-curricular and supervisory assignments shall not be subject to the Michigan Statutes pertaining to teacher tenure.

ARTICLE XVIII: PROFESSIONAL STUDY COMMITTEE

- A. A Professional Study Committee composed of an equal number of administrators, Board members and teachers, selected by their respective groups, is hereby established.
 - 1. The Committee shall review K-12 school curriculum, teaching methods and materials, educational philosophy and goals, discipline policies, social and community change, parent-teacher conference schedules and other topics directly related to the educational program.
 - 2. Recommendations representing a majority view of the Committee, shall be transmitted to the Superintendent in writing and shall be placed on the agenda of the next regular meeting of the Board of Education. The Board retains the right to adopt or reject the recommendations of the Committee.

ARTICLE XIX: SCHOOL CALENDAR

- A. The parties agree that the school calendar is negotiable including the length of the school year. It is further agreed that the calendar shall be negotiated to correspond with the duration of the Agreement.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by county or state health authorities) will be rescheduled to ensure that there are a minimum of 180 days of student instruction as is required by the State School Aid Act. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the Calendars included within this Agreement.

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

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

ARTICLE XX: CONTRACTS

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

ARTICLE XXI: PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix B-1, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

- B. The salary schedule is based upon a normal weekly teaching load, as herein defined by the accepted school calendar, including teacher meetings and parent-teacher conferences scheduled outside of the normal regular school hours.
- C. Teachers who are under contract with the Board shall receive compensation for extra-curricular activities in accordance with this Agreement as stated in Appendix B-2.
- D. All teachers shall be given up to five (5) years of credit on the salary schedule for teaching experience outside of the Maple Valley Schools.
1. Credit for experience beyond five (5) years may be granted by the Board.
 2. Two (2) years credit on the salary schedule shall be granted for active military service. Said credit may be included as part of the five (5) years allowance. Military service must be after a time when the teacher earned a Provisional Teaching Certificate and had been employed on a full time teaching basis for a minimum of one (1) year at Maple Valley.
- E. Increments shall become effective at the beginning of each school year.
- F. A teacher who acquires additional hours and/or degrees as designated in Appendix B-1 shall be advanced on the salary schedule at the beginning of each semester provided he has presented proper evidence of such additional hours and/or degrees at least one (1) week prior to the beginning of each semester. A college transcript or a letter from the course instructor or the college registrar's office shall constitute proper evidence.
- G. Teachers who are required in the course of their work to drive their personal automobiles on school business will be compensated at the rate of twenty-five (25) cents per mile (or according to Board policy when the trip exceeds one hundred and twenty-five (125) miles from school). A teacher who prefers to drive his/her personal automobile when a school vehicle is available will not receive this car allowance. Approval of requests for such trips and use of the school vehicles shall be determined by the Superintendent or his/her representative. Whenever possible, arrangements should be made with teachers from area schools to travel together and share travel expenses. Only one (1) employee of the Maple Valley Schools shall be allowed mileage compensation for driving to a convention when more than one (1) person from Maple Valley is in attendance.
- H. Should a teacher assume an extra class period assignment, he shall receive additional compensation at the rate of \$10.00 per hour.
1. When a teacher substitutes for less than thirty (30) minutes, he shall be compensated at one-half (1/2) the rate specified above. When a teacher substitutes more than thirty (30) minutes, he shall be compensated at the full rate.

2. Extra pay compensation accruing under this Article shall be remitted in the last paychecks of October, December, February, April, and June.
- I. In appreciation for services to the school district, a terminal leave payment for two-thirds (2/3) of the accumulated sick leave days after fifteen (15) years service in the school district shall be allowed. The allowance shall be \$17.00 per day.
- J. Any employee who has been on the eleventh (11th) step of the salary schedule for one (1) or more years shall receive longevity pay at the rate of \$600 for the remainder of this contract.
- K. Compensation shall be delivered from Central Office in envelopes.
- L. Teachers shall have the option of receiving salary in twenty-one (21) or twenty-six (26) biweekly pays. Those selecting twenty-six (26) pays may receive the balance of contract salary in a single payment on the twenty-first (21st) pay by notifying the Central Office before April 15.

ARTICLE XXII: FRINGE BENEFITS

- A. The Board shall provide without cost to the employee, MESSA PAK Plan A, for a full twelve-month period for the employee's entire family. When appropriate, Medicare premiums will be paid on behalf of eligible employees, spouses, or dependents. Plan A is as follows:
 1. Super Care I
 2. MESSA Long Term Disability Insurance - Plan II
 3. Delta Dental Plan A - 75/50/50 with a \$800 orthodontic rider (0-2)
 4. Vision Service Plan - VSP 2
 5. \$10,000 Group Life with Accidental Death and Dismemberment
- B. Employees not wishing MESSA PAK Plan A shall be provided with MESSA PAK Plan B. Plan B is as follows:
 1. MESSA Long Term Disability Insurance - Plan II
 2. Delta Dental Plan E-07 with \$800 orthodontic rider (80/80/80)
 3. Vision Service Plan - VSP 3
 4. \$20,000 Group Life with A.D. & D
 5. \$75 per month toward non-taxable benefits through MESSA, MEA Financial Services, or another institution to which at least five (5) District employees have subscribed.
- C. Payroll deduction shall be available for all MESSA programs.
- D. No insurance subsidy will be paid to an individual to cover costs of a policy written by a company other than the carrier of the school group policy. The individual must be part of the total group covered and not sign an individual policyholder form.

- E. Employees who work less than full time shall receive a pro-rated share of fringe benefits. Such benefits shall be continued until the employee has received the pro-rata portion of the twelve-month insurance year earned as of the last day of employment, i.e., the number of calendar days divided by the number of teacher days equals the number of calendar days of fringe benefit coverage for each day worked and/or paid.
- F. The fringe benefit year shall be defined as commencing on October 1 and running through September 30 of each year.
- G. The Board will not contribute toward the cost of health care insurance for a teacher on an unpaid leave of absence, except as provided in Section E of this Article and Sections B and H of Article XI.

ARTICLE XXIII: SCHOOL IMPROVEMENT

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. In the event that any provision(s) of a School Improvement Plan (SIP) contradicts or is inconsistent with the Agreement, the Agreement shall prevail.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any bargaining unit member must be by mutual agreement by the Board and the Association prior to being implemented.
- D. Individual participation in a School Improvement Team (SIT) shall be voluntary.
- E. Participation or non-participation in a SIP/SIT shall not be used as criteria for evaluation, discipline or discharge.

ARTICLE XXIV: LEAST RESTRICTIVE ENVIRONMENT & MEDICALLY FRAGILE STUDENTS

- A. The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member, except a school nurse, shall be required to provide school health services for any student except in an emergency situation.

- C. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures. The Employer shall pay all costs in connection with the training.
- D. For the purposes of this Article, the term "school health services," shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

ARTICLE XXV: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR MAPLE VALLEY BOARD
OF EDUCATION

FOR EATON COUNTY EDUCATION
ASSOCIATION

Carroll J. Wolf
PRESIDENT

Shaul G. Sore
PRESIDENT

February 8, 1993
DATE

February 1, 1993
DATE

Ronald J. Tobias
SECRETARY

SECRETARY

February 8, 1993
DATE

DATE

Arthur M. Claggett
CHIEF NEGOTIATOR

John D. Lee
CHIEF NEGOTIATOR

February 8, 1993
DATE

February 1, 1993
DATE

ARTICLE XXVI: ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION

- A. In the event the Maple Valley School District is reorganized through either annexation or consolidation, the Board will attempt to assure the continued employment of the faculty with the rights and benefits contained in this Agreement to be recognized by the successor employer.

APPENDIX A-1: SCHOOL CALENDAR: 1992-1993

Teacher preparation day	Friday,	August	28
Opening teacher's meeting	Monday,	August	31
School year begins for students	Tuesday,	September	1
Labor Day - No School	Monday,	September	7
End of First Marking Period	Friday,	October	16
Parent/Teacher Conferences - school in a.m. only			
1:00 - 4:30 p.m.	Wednesday,	October	28
1:00 - 4:30 and 6:00 - 9:00 p.m.	Thursday,	October	29
School in a.m. only	Friday,	October	30
End of Second Marking Period	Wednesday,	November	25
Thanksgiving - no school	Thursday,	November	26
No School	Friday,	November	27
Christmas Recess Begins - end of school day	Wednesday,	December	23
School Resumes	Monday,	January	4
End of First Semester - school in a.m. only	Friday,	January	22
Records 1:00 - 3:00 p.m.			
Second Semester Begins	Monday,	January	25
End of Fourth Marking Period	Friday,	March	5
In-service - 1:00 - 3:00 - school in a.m. only	Spring date - TBA		
Parent-Teacher Conferences - 1:00 - 3:00 p.m.	Friday,	March	12
(school in a.m. only)			
Spring Recess Begins - end of school day	Friday,	April	2
School Resumes	Monday,	April	12
End of Fifth Marking Period			
Memorial Day - no school	Monday,	May	31
School in a.m. only	Friday,	June	11
Last Day of School - school in a.m. only	Monday,	June	14
Records 1:00 - 3:00 p.m.			

Total days: 181 student days; 183 teacher days

* If it is necessary to add additional days to meet the full requirements for receiving full state aid, said days shall be added beginning Tuesday, June 15, 1993.

The Board and the Association agree to discuss the possible implementation of nine-week (9) marking periods for subsequent years of this Agreement.

APPENDIX B-1: SALARY SCHEDULE

The wage scale will reflect a 6.0% increase across the board for 1992-1993.

1992-1993

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 20</u>	<u>SPECIALIST</u>
0	\$20,810	\$21,609	\$22,376	\$23,142	\$23,907
1	21,913	22,755	23,562	24,368	25,174
2	23,074	23,960	24,810	25,660	26,508
3	24,297	25,230	26,125	27,020	27,914
4	25,585	26,568	27,510	28,453	29,393
5	26,941	27,976	28,968	29,960	30,951
6	28,369	29,458	30,504	31,548	32,591
7	29,872	31,020	32,120	33,220	34,319
8	31,456	32,664	33,822	34,981	36,138
9	33,123	34,395	35,615	36,835	38,053
10	34,878	36,218	37,503	38,786	40,069
11	36,727	38,138	39,490	40,843	42,193

APPENDIX B-2: EXTRA-CURRICULAR SCHEDULE

FOOTBALL

Head Varsity	11%
Assistant Varsity	7%
Head Junior Varsity	7%
Assistant Junior Varsity	6%

BASKETBALL

*Head Varsity	11%
*Junior Varsity	7%
Ninth Grade	6%
*Eighth Grade	5%
*Seventh Grade	5%

WRESTLING

Varsity	11%
Junior Varsity	7%
Junior High	3%

BASEBALL/SOFTBALL

*Varsity	9%
*Junior Varsity	7%

TRACK

*Varsity	7.5%
Junior High (boys and girls combined)	3.5%
Assistant Junior High (boys and girls combined)	2%

TENNIS

*Varsity	6%
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GIRLS VOLLEYBALL

Varsity	7.5%
Junior Varsity	4.5%
Freshman	4.0%

VARSAITY GOLF

6%

CROSS COUNTRY

5.5%

VOCAL MUSIC (full time teacher)

4.0%

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

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

<u>BAND DIRECTOR</u>	10%
All present duties and concerts	
<u>DRIVER EDUCATION</u>	
1992-1993 (effective 6/8/92)	\$14.00 per hour
<u>CHEERLEADING</u>	
High School Varsity and J.V. Football	2.5%
High School Varsity and J.V. Basketball	2.5%
Ninth Grade	1.5%
Junior High	1.5%
<u>PLAY DIRECTION</u>	
All-school Drama Director	5%
All-school Musical or Follies (Director)	5%
(Assistant Director)	3%
<u>VOCATIONAL AGRICULTURE - SUMMER</u>	10% of instructor's salary
<u>YEARBOOK</u>	5.5%
<u>CLASS ADVISORS (maximum of 2 per class)</u>	
Junior and Senior Classes (based on Step 0 of BA Schedule)	3%
Freshman and Sophomore Class (based on Step 0 of BA Schedule)	1%
<u>JUNIOR HIGH STUDENT COUNCIL ADVISOR</u>	2%
<u>QUIZ BOWL</u>	2%
<u>NATIONAL HONOR SOCIETY</u>	2.5%
<u>SIXTH GRADE CAMP</u>	\$ 60.00 per diem
<u>DEPARTMENT CHAIRPEOPLE</u>	
Six or more teachers in department	\$225.00
Less than six teachers in department	\$125.00

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

All salaries based on BA schedule and individual's years of experience at that position unless otherwise noted.

LETTER OF AGREEMENT

REGARDING ADOPTION OF

A SEVEN (7) PERIOD DAY FOR GRADES 7-12

A Study Committee comprised of five (5) secondary staff members and the high school administrators will study and construct a seven (7) period day schedule for the 1993-94 school year.

The schedule is to be completed by April 1, 1993. Adoption is subject to mutual agreement through the negotiation process.

FOR THE BOARD

FOR THE ASSOCIATION

Date: _____

Date: _____

THE STATE OF TEXAS,
COUNTY OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

