6720

8/20/2002

MASTER AGREEMENT

between

MAYVILLE EDUCATION ASSOCIATION

and

MAYVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

August 21, 2000
through
August 20, 2002

Mayville Community Schools

TABLE OF CONTENTS

PREAMBLE

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

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

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

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

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

ARTICLE I - RECOGNITION

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

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

C. Nothing contained herein shall be construed to deny or restrict any teacher rights 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 agreement authorizing deductions of membership dues in the Association including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing 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 the dues shall be deducted in 20 bi-weekly pay periods. The total amount of dues shall be deducted from members' gross Schedule A pay.

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, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The deadline for authorizing deductions for insurance and annuities shall be no later than 20 working days after the commencement of the school teachers' work year. Payments to annuity programs shall be made by the 10th of each month for the prior month's deductions. Funds shall be available at the Credit Union in a timely manner.

C. All teachers in the bargaining unit (See ARTICLE I, Pg. 1) 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 representation benefit fee.

The dues of the United Profession of 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 of action.

ARTICLE IV - TEACHER RIGHTS

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

B. The 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 the grievance procedure.

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

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

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. A reasonable charge for time and materials may be made by the Board for copies of such materials.

ARTICLE V - PROFESSIONAL COMPENSATION

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

1. Teachers retiring or leaving the system upon request in writing, will be paid the remaining salary prior to June 30th.

2. Special arrangements may be made by mutual agreement between a teacher and the Superintendent, provided special requests shall not exceed 10% of the teaching staff. The Superintendent may waive the 10% provision.

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 unless agreed upon by the parties in the negotiated district calendar.

C. The entire school year calendar shall be reviewed annually unless established through multiple year contracts. The number of instructional days and hours shall be in accordance with the State Board of Education regulations. When inclement weather or other emergencies cause the number of days of student instruction to fall below the number required by the State School Aid Act to collect full state aid for a school year, the provisions set forth below shall be in effect:

1. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added to the end of the calendar set forth in Schedule D.

2. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.

3. Past practice would prevail if state rules are rescinded.

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

E. Teachers' absences which are not covered by the applicable sections of ARTICLE XII - PAID LEAVE and ARTICLE XIII - UNPAID LEAVE will have salary reductions as follows:

1. The total instructional wage divided by the actual number of teacher work days equals the average daily rate. (For salary purposes, teacher work days shall include all scheduled instructional days and all other days that teachers are required to be in attendance by the Board, as well as "Act of God" days. Specifically excluded are holidays, vacations, conference days, days lost by teachers due to work stoppage, failure to report, or teacher strikes.)

2. Average daily rate multiplied by the number of teacher work days absent.

3. For partial daily salary a 6 3/4 clock hour day shall be considered standard, (i.e. 7:55 a.m.- 3:10 p.m.) less 1/2 hour lunch. Salary reductions shall be as follows:

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

F. Contracted compensation for Sub-Certified teachers shall terminate on October 1st if any 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 assigned to a greater than maximum teaching load (as authorized in ARTICLE VI - TEACHING HOURS). A maximum of four such teaching hours would be allowed per building per semester. In excess of four hour classes, a full time teacher would be hired. In this event, extra compensation shall be as follows:

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

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

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

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

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

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:

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

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

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

J. Each tenured teacher will receive a continuing contract. Each successive year, 30 work days following the ratification of the master agreement, he/she will receive a statement of step, educational degree, salary (including supplemental salary) and sick bank status.

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

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

ARTICLE VI - TEACHING HOURS

A. The teacher's normal teaching hours shall be comprised of 7 1/4 hours per day, including a 30 minute duty-free lunch, unless scheduled for parent meeting or IEPC meeting held later at the request of the parent, or for reasons provided under this Agreement. Any such meetings shall be scheduled with the mutual consent of the teachers involved, to the extent possible.

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

C. Teachers may be required to remain after the end of or before the regular work day without additional compensation, for up to one (1) hour on each occasion, not to exceed two (2) meetings per month, to attend staff meetings published in the principal's bulletin or a special bulletin at least five (5) school days in advance of the meeting. Teachers may be required to attend one (1) evening meeting each semester (Parent/Teacher Conferences excluded).

D. Teachers failing to attend a duly called meeting* as set forth in section C above, will be required to contribute the sum of $10.00 to the Mayville Education Association. This $10.00 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. This money will be utilized as a local charitable contribution to be determined by the Association Executive Board.

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

E. Supervision of students is the teacher's responsibility with the support of the administration. This supervision includes activities in school areas including classroom, cafeteria, halls, and lavatories, playgrounds and assembly rooms.

F. In the event a teacher is requested to leave his classroom by an administrator, the administrator shall place proper supervision in the classroom.

G. Recesses at the elementary level will be mutually agreed upon between the building teaching staff and the building principal provided state mandated student instructional time is met.

ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

A. The Board has the authority within the state guidelines and within the contractual limits to make assignments of teachers and to delegate such authority to administrative personnel.

B. The normal daily class schedule in the elementary and secondary schools shall provide an average of 480 minutes every two (2) weeks (5 day weeks) as preparation time for each full time teacher. When the regular start of the school day is delayed or if school is dismissed early for professional development or planning, that time shall count as preparation time under this Section. On such planned early release or delayed start days, the school schedule shall be rotated or changed to minimize the loss of preparation time for any teacher to the extent possible.

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

C. 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 or regular Scheduled Itinerant Teacher is absent, a relief teacher will be provided.

D. Teachers shall be notified of their tentative assignment for the forthcoming year by the end of the present school year. Teachers who will be affected by a change in grade, subject assignment, or building shall be notified and given an opportunity to discuss the changes prior to the change becoming final. All changes of assignment shall be voluntary to the extent possible and done for reasonable cause.

E. If an existing student organization does not have an advisor, the administration will request a faculty member assume that position. If there are not interested

members of the instructional staff, the administration may seek advisors from outside the instructional staff.

F. In the event that a faculty member must be absent for less than one-half (1/2) of a teaching day, the administration has the right to assign another faculty member to cover the absent member's classes as 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. The pupil-teacher ratio is a vital aspect of an affective and objective educational program; therefore, the following maximums for class size shall be fixed and definite.

Elementary	Maximums
K-1	27
2-4	30
5-6	32
Secondary	
7-12	33
Industrial Education	27

Band, Choir and Physical Education classes shall not be subject to the above guidelines. Any other secondary classes offered shall not exceed thirty-three (33) students. If possible, the number of special education students will be balanced in like classes.

B. If the student enrollment exceeds the maximum by one student in each section of a grade at the elementary level, the Board shall employee an additional certified teacher for that grade level. Class size shall be assessed on the official fall membership count day.

C. The class size for students on departmental scheduling shall be assessed on the official Fall membership count day.

D. 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. The Board agrees to promptly implement all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

E. Under no condition shall teachers be required to drive a school bus as part of their professional assignments.

F. The Board shall make available lunchrooms, restroom and lavatory facilities exclusively for the use of staff who are members of the Mayville Education Association and the Mayville Educational Support Personnel Association bargaining units, and temporary staff hired to substitute for them, and at least one (1) room, appropriately furnished, which shall be reserved for use as a staff lounge.

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

H. 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.

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

J. 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.

K. 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.

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

1. The PSC should meet as necessary 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. Meetings can be called by either party with two (2) weeks notice including the topic to be discussed. This does not preclude other issues being discussed at said meeting.

2. The chairman shall be one of the members of the committee whose group called the meeting.

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

4. All reports of the PSC or its sub-committees shall be submitted in writing to all members of the PSC and put on permanent file with the Board and Association.

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 purpose of this Article, a promotion shall mean a change to an administrative or supervisory position, and a vacancy shall be defined as a position in the unit which was previously filled but is now vacant and the Board intends to continue the position. A vacancy shall also be defined as the creation by the Board of a new teaching position in the unit covered by this Agreement.

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the vacancy by posting notice of such vacancy in each member's school mailbox. When school is not in session, postings will be sent with each member's paycheck. Those not receiving paychecks during the summer will receive posting through the mail. All vacancies shall be posted for a minimum of five (5) days prior to the vacancy being filled. All vacancies shall be posted within thirty (30) days of their occurrences and filled no later than fourteen (14) days after the posting period if there are bargaining unit applicants. All postings shall reflect the necessary certification for the position, date of availability of the position, and whether the position is full or part time.

B. Any teacher may apply for posted vacancies. Whenever one or more members apply for a vacancy, the vacancy shall be filled with the most senior applicant who

is appropriately certified. In the case of a tie, the following factors shall be considered: degree level in the appropriate field, major vs. minor in the appropriate field and number of semester hours of graduate or undergraduate study in the appropriate field. In the event that any school or the district receives accredited status from the North Central Association of Colleges and Schools, or equal accrediting body, that body's standards for academic preparation of professional staff shall be adhered to. If no bargaining unit member applies for the vacancy there will not be an involuntary transfer.

If filling a vacancy during the school year from inside the bargaining unit creates a second vacancy, this second vacancy shall be filled from outside the bargaining unit and the position reposted the following summer.

In the event that a vacancy occurs after the beginning of the school year and no member applies for this vacancy, the position shall be filled from outside the bargaining unit and the position reposted the following summer.

C. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive positions.

D. Seniority is defined as placement on the Seniority List as provided by Article X, Reduction in Personnel, Seniority and Recall.

ARTICLE X - REDUCTION IN PERSONNEL, SENIORITY AND RECALL

A. No later than February 1st of each school year, the Board shall prepare a seniority list. Seniority shall be defined as the length of teaching service with the Mayville School System. For the purposes of the article, teachers who teach the 10-month school year will be credited with one year seniority. For teachers under contract working less than a school day or school year, seniority will accrue proportionately. All teachers shall be ranked on the list by seniority. In circumstances of more than one individual having the same date of initial contract or date of commitment of employment, credit hours earned beyond the bachelor's degree will be the first criterion used to determine placement on the seniority list. When all factors are equal, a drawing will be held to determine a teacher's place on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

B. All seniority is lost when employment is severed by resignation of position, retirement or discharge for cause. However, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

C. Layoffs shall be defined as the necessary reduction in work force due to decreased student enrollment or shortage of revenue.

D. An orderly reduction in personnel shall be effectuated in the following manner:

1. The Board shall develop the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling teachers). The Association President will be kept informed of proposed staff changes or modification. A finalized list will be provided to the Association President at the earliest possible date, not later than the last day of school.

2. Teachers whose current assignments are to be retained will be kept in those assignments providing they have sufficient seniority.

3. Teachers with the most seniority will be used to fill the remaining positions as follows:

a. Beginning with the first name on the remaining seniority list, each individual shall be placed in an assignment according to certification.

b. Any teacher with sufficient seniority whose position has been eliminated will bump into the lowest seniored position within the system for which the teacher is certified.

c. If no vacancy is available in any grade/department for which the individual is certified in any building, the individual will then be laid off.

d. Any teacher wishing to upgrade his certification of seniority status shall notify the Superintendent in writing at least 10 work days prior to the establishment of the seniority list on February 1st of each year.

E. A laid-off teacher shall be recalled to the first vacancy for which he/she is certified in reverse order of layoff. Recalls shall be instituted immediately upon the resolution of any crisis which may have precipitated the reduction in staff.

F. A laid-off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within fifteen (15) days of receipt of

written offer of a position made by the Board shall be cause for immediate termination.

G. Notification of a recall shall be in writing, with a copy to the Association. Notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Superintendent's office of any change of address.

H. A recalled teacher shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall and reinstate.

I. A laid-off teacher may continue his/her health, dental, vision and life insurance benefits by paying the monthly subscriber's group rate premium for such benefits (in advance of due date) to the business office.

J. During a period of impending layoffs, the Board agrees to consider requests for voluntary layoffs submitted prior to the last day of school. After one year the teacher on voluntary layoff will have the option of returning to his/her original position or a less seniored position, if available, for which he/she is certified. The teacher must inform the Board in writing by April 1st of that year following the layoff, if he/she chooses to return to work. If he/she chooses not to return, he/she would be placed in his/her respective position on the recall list until the next school year.

ARTICLE XI - TRANSFERS

A. Since frequent transfers of teachers from one classroom to another during the school year are disruptive to 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 provide in ARTICLE IX - VACANCIES AND PROMOTIONS.

C. Any teacher who shall be transferred to a supervisory or executive position shall have one year (twelve months) to decide whether to remain in that position. After that, a teacher who remains in the supervisory or executive position shall lose all seniority and rights granted under this agreement. However, a teacher returning to the bargaining unit within the twelve-month period shall retain full seniority (including the twelve-month administrative period) and rights granted under this agreement prior to such transfer to supervisory or executive status.

D. Transfers are the prerogative of the Board and Administration. Whereupon a staff member does not volunteer to be transferred, the least seniored teacher who has the minimum qualifications to fulfill the position will be transferred. This transfer will not take place without discussion with said teacher, or reasonable cause.

ARTICLE XII - PAID LEAVE

A. Purpose of Sick Leave

The purpose of the sick leave allowance is to cover the absence of teachers from school because of personal or family illness, injury, or disability sufficiently severe that it would make their presence in school inadvisable. Family is defined as spouse and dependent children.

If there is a question or doubt regarding the illness of a teacher, the superintendent may, after ten (10) consecutive days absence require a physician's statement verifying the illness or may require the teacher to submit to a medical examination at the District's expense before sick leave is allowed.

B. Long Term Use of Sick Leave

In cases of long-term disability lasting more than three (3) pay periods, a teacher who is unable to return to work because of medical reason(s) must submit a physician's statement certifying disability.

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

C. Personal Days

Three (3) days per year may be used at the discretion of the teacher for personal business. These days shall not be deducted from the teacher's accumulated sick leave. Any such days that are not used shall be added to the teacher's accumulated sick leave at the end of the year. The request should be made at least three (3) days in advance, and a response will be given within two (2) days of the request or the teacher shall conclude it is granted. Not more than two (2) persons from each instructional level (K-4), (5-8), (9-12) may have personal days at the same time. In the case of emergency, the superintendent may waive the application timelines and number going per instructional level.

D. Bereavement

Up to three (3) bereavement days per incident for immediate family may be used, not to be deducted from sick leave accumulation. The request should be made as soon as practical. Immediate family is defined as: spouse, children, mother,

father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, and persons who stand in the stead of the teacher's parents (maximum 2).

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

In extenuating circumstances, two additional days may be granted at the discretion of the superintendent.

E. Educational Conferences

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

F. Association Days

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

G. Other Paid Leave Days

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

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

H. Rate of Leave Accumulation

Newly hired teachers shall accumulate sick leave days at the rate of one (1) day per month up to ten (10) days for their first year of teaching. Starting with the

second year of teaching, ten (10) days of sick leave shall be granted at the beginning of the year and each year thereafter.

I. Sick Bank Definition

The Sick Bank applies only to absences resulting from the personal illness, injury, or incapacitation of the teacher for reasons other than due to elective surgery or treatments that, in the opinion of the attending physician, could be scheduled during times when school is not in session. The use of the Sick Bank does not apply to absences caused by illness, injury, or incapacitation in the immediate family.

J. Incentive Pay For Unused Days

1. When a teacher leaves the employ of the school district after a vesting period of five (5) years, accumulated sick days will be paid off at 35% of the teacher's current daily rate of pay for each unused day.

2. The maximum accumulation of sick leave shall be one hundred (100) days. When the accumulation of days exceeds one hundred (100) days, the teacher shall receive a pay off equal to the amount specified in J-1 above, per unused day. This payoff shall occur in the first paycheck of October in that year.

3. In the event any teacher qualified for reimbursement under paragraphs 1 & 2 above should die while in service to the district, said entitlement shall be paid to the beneficiary named by the teacher on the bottom of the annual contract.

K. How Sick Bank Functions

To afford the maximum protection against a prolonged illness, the Sick Leave Bank shall continue in the following way. The Bank shall be full at the beginning of the 90-91 school year (680 days). If the Leave Bank falls below 500 days, the Board shall assess each teacher one (1) day of his/her leave once a school year.
If the Sick Leave Bank becomes depleted, the Board shall provide Short Term Disability Insurance with the minimum benefits listed below until such time a bank can be re-negotiated.

Specifications:

1. 28 day waiting period or date of hospitalization, whichever is earlier.
2. Waiver of pre-existing conditions.
3. Payment Benefit equal to monthly salary.
4. Benefit period not less than ninety (90) days.

L. Sick Bank Use

Upon depletion of a teacher's own accumulated sick leave, he/she may apply to participate in the Sick Leave Bank by filing an application and a medical

statement of disability with the superintendent. The medical statement of disability must accompany the application before the application will be reviewed by the Sick Leave Committee. The superintendent may require the teacher to submit to a medical examination by a physician of the Board's choosing, at the Board's expense.

If the two (2) medical statements are contradictory, a third medical opinion shall be required at Board expense. The third opinion shall be controlling as to the teacher's eligibility for sick bank use. If no statement is received and the teacher's accumulated days are exhausted, the teacher shall be placed on an unpaid medical leave.

The Sick Leave Bank Committee shall monitor the use of the Bank. The Committee members shall be the Executive Board of the Association.

Sick Leave Bank compensation shall be at full salary and fringe benefits after having compensation withheld, based on the chart below. Any teacher eligible for Long Term Disability benefits must apply for LTD. All Sick Bank compensation shall cease at the completion of 90 calendar days from the first date of use, or when LTD benefits begin, whichever occurs first. The Board shall continue to provide Long Term Disability insurance as specified in Schedule C of this Agreement.

TEACHER'S ACCUMULATED SICK DAYS AT THE ONSET OF THE ILLNESS OR INJURY CAUSING THE APPLICATION FOR SICK BANK	WAITING PERIOD/UNPAID DAYS
50+	0
45-49	1
40-44	2
35-39	3
30-34	4
25-29	5
20-24	6
15-19	7
10-14	8
5-9	9
0-4	10

M. Notification Statement

The estimated maximum usage should not exceed 60 days before LTD eligibility.

N. Leave Accounting

A report of each teacher's sick leave status will be included on the teacher's bi-weekly check register when it is within the capability of the district's computer

system. An individual report may be procured upon request. An end of the year sick leave status report will be given to each teacher.

The status of the Sick Leave Bank will be distributed to the teaching staff annually. The report will include the number of days used and the number of days remaining in the Bank.

O. Act of God Days

1. In case of "act of God days," a teacher will be charged with a sick day if he or she reports unavailable for work and a substitute has been paid for the day.

2. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year in accordance with Article V, Section C interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may:
   a. Use the allotted personal days.
   b. In the event that all allotted days have been used prior to this time, the teacher may apply for unpaid leave time.

ARTICLE XIII - UNPAID LEAVES

A. Medical Leave

Any teacher shall be granted a medical leave of absence for personal illness or disability without pay not to exceed one (1) year. Said leave shall be extended upon request. Upon returning from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available.

A teacher returning from medical leave may be requested to provide a physician's statement at Board expense certifying his/her fitness to continue his/her duties.

B. Leave for Study, Child Care and Adoption

Leaves of absence of one (1) year without pay shall be granted upon application, with the option for the Board to renew the leave for a second year, at its discretion if requested, for the following purposes:

1. Study related to the teacher's licensed field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research, or special training assignment involving probable advantage to the school system.
4. Child care following the birth or adoption of a child.
5. Up to five (5) years shall be granted for child rearing.

Notice of intent for the following year (whether to return to service or extend leave) shall be made annually to the superintendent by April 1. Upon returning from leave, a teacher shall be assigned to the same position, or substantially equivalent position, if available; otherwise to the next vacant position for which he or she is qualified and certified, to which he or she is entitled, based on seniority.

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

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

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

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 those observations are: 1. fall, 2. winter, 3. spring. Tenure teachers shall be observed for the purpose of evaluation at least once every other year with evaluations being done at least once every two (2) years. An evaluation, once conducted, will be presented to the teacher not later than May 1.

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 and not any later than May 1. A teacher who disagrees with the evaluation may submit a written response 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 the evaluator for purposes of clarifying the written report. A teacher will be promptly notified of an observed deficiency that may be subject to inclusion in the teacher's evaluation.

In the development of the Individualized Development Plan (IDP), all teachers may have the Association assist them in the meetings with the administration concerning the development of their IDP. The purpose of the evaluation and IDP

is improvement in teaching performance. Evaluations should not be viewed as disciplinary in nature.

D. 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.

E. The current evaluation form will be used until either party becomes dissatisfied with it, at which time a joint committee of two administrators appointed by the Board, and two teachers appointed by the Association will meet to develop a new evaluation instrument.

ARTICLE XV - RETIREMENT

The mandatory retirement age from Mayville Community Schools shall be that established under applicable federal and/or state law.

ARTICLE XVI - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it 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's defense if not provided by MEA.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, 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.

E. Whenever an adult citizen or group of adult citizens outside the student body has a complaint concerning a teacher, the complaintant shall make such complaint to the building principal of the school to which the complaint concerns. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the complaintant. Upon notice of the complaint, the principal shall arrange for a meeting and shall discuss the complaint fully with the teacher. The principal shall then arrange for a meeting of the complaintant and teacher. The meeting shall be conducted in an educationally professional manner. The involved teacher, who may be accompanied, shall be provided with reasonable advanced notice of the nature and time of the meeting. If the teacher is not satisfied with the determination and recommendation of the principal, he/she shall reduce the dissatisfaction to writing and submit said writing to the superintendent. If the teacher is not satisfied with the determination and recommendation of the superintendent, he/she may submit said dissatisfaction to the Board of Education. Action taken by the Board upon the submitted dissatisfaction shall be binding.

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

G. Each teacher may review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administration will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank or 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.

I. 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.

J. Teachers shall sign evaluations, as well as any complaints, or other materials placed in the personnel files that are of a disciplinary nature. 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.

A Professional Study Committee, as outlined in Article VIII, Section L, shall be established during the 1997-98 school year to recommend guidelines to be followed in determining what pieces of information can be deleted from teachers' files, and how long each piece should remain in the file.

ARTICLE XVII - NEGOTIATIONS PROCEDURES

A. It is contemplated that matters not specifically covered by the Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party. The Parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge the representatives selected by each shall be 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 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 - GRIEVANCE PROCEDURE

A. The Association or an individual teacher believing that there has been a violation of an express provision of this agreement, shall first meet with the building supervisor or administrator, accompanied by an Association representative, to try to solve the problem informally. If the problem involves more than one school building the teacher or teachers shall meet with the superintendent at this level. The meeting shall take place within twenty-five (25) days of the alleged violation.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article if no provision of the contract is violated in the process:

1. The termination of services of, or failure to reemploy any probationary teacher;
2. The failure to employ or reemploy any teacher to an extra-curricular position;
3. Any matter involving teacher evaluation or the content of an evaluation;
4. Any matter which is submitted for adjudication through any state or federal agency i.e., Tenure Commission, Court, etc., shall render any grievance previously filed in the matter null and void.

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

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

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

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

LEVEL 3 - If the superintendent's decision is unsatisfactory to the Association, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Board must be made within five (5) days of the date the superintendent's decision was due. Within thirty (30) days from the receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the

grievance. The Board shall render a final determination regarding the grievance within forty-five (45) days after its consideration by the Board.

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

B. 1. At the arbitration level of the grievance procedure, neither party shall be permitted to assert any ground or rely upon any evidence not previously disclosed to the opposite party.
2. The decision of the arbitration shall be final and binding, subject to the right of the Board or Association to judicial review. Both parties agree that judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.
3. The arbitrator shall not have power to alter, add to or subtract from the terms of this Agreement.
4. More than one (1) grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the Board and Association.

C. The time limits in this Article shall be strictly construed. The time limits may only be extended mutually and in writing. Should the Association or Board fail to institute a grievance within the time limits, the grievance shall be denied. Should the Association or Board fail to appeal a decision within the time limits specified, the grievance shall be deemed to be settled on the basis of the last answer.

D. Arbitration awards will not be made retroactive beyond the date of the alleged violation that the grievance is based upon. In no event, however, shall an arbitration award be retroactive more than thirty (30) days prior to the date that the grievance is filed.

E. Any teacher for whom a grievance is sustained who shall be found to have been unjustly discharged shall be reinstated with full reimbursement of all professional compensation or advantage, the same or equivalent in money shall be paid to the teacher.

F. The costs of any arbitration under this Article shall be paid as follows:

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. Other expenses shall be borne by the party incurring them.

ARTICLE XIX - TWO-WAY INTERACTIVE TEACHING

A. The Board and Association agree that the introduction of two-way interactive video teaching will be subject to negotiations. (Implementation will not be prohibited during pendency of negotiations.)

B. No teaching shall be displaced due to two-way interactive teaching.

ARTICLE XX - MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they shall call one (1) hour prior to the start of school to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto, prior to general publication.

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

D. Copies of this Agreement shall be duplicated at the equal expense of the Board and the Association to defray the cost of professional printing, and presented to all teachers now employed or hereafter employed by the Board.

E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the

extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. 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 thereof, such approval shall in no way constitute the Michigan Education Association, its 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 XXI - DURATION OF AGREEMENT

This agreement shall be effective as of August 21, 2000 and shall continue in effect for two (2) years until August 20, 2002.

Future negotiations for the duration of this contract will be limited to contract language modifications.

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

President

Secretary

MAYVILLE EDUCATION ASSOCIATION

Marilyn Campbell
President

Teresa McGuire
Secretary

TRI-COUNTY BARGAINING ASSOCIATION

President

Secretary

SCHEDULE A - SALARY SCHEDULES

Salary schedule increases for 2000-01 and 2001-02 will depend on the insurance premium increases. The following chart shows how increases will be applied:

INSURANCE INCREASE (over previous year's rate)	2000-01 and 2001-02 SALARY SCHEDULE MULTIPLY BY:
0–5%	3.00%
6-10%	2.70%
11-15%	2.40%
16%	2.20%

2000-2001

STEP	BA	BA+18	MA/BA+35	MA	MA+30
	185	185	185	185	185
1	28675	30110	31543	32976	34411
2	30347	31865	33384	34900	36415
3	32021	33624	35224	36824	38424
4	33694	35381	37064	38751	40433
5	35369	37138	38905	40674	42442
6	37045	38898	40749	42602	44454
7	38720	40657	42591	44527	46463
8	40395	42416	44435	46454	48474
9	42066	44170	46274	48375	50480
10	43741	45926	48114	50301	52488
11	45416	47686	49957	52227	54496

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

B. Bachelor to Advanced Degree recognized at the start of year and second semester.

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

D. Any newly hired teacher, or any teacher returning to the system who has five (5) years or less experience, shall receive up to five (5) years outside teaching experience. This makes the 6th step the maximum step for these teachers. Any rehired teacher with more than seven (7) years experience shall return to the same step as their last teaching step in this school system. In case the last teaching step was the maximum step of the schedule, said teacher shall return one (1) step below maximum. The teacher shall provide the Board with affidavit(s) of

previous teaching experience. Up to one (1) year of teaching experience credit may be allowed if a newly hired teacher has completed over ninety (90) days of substituting after obtaining a Provisional Certificate.

E. For vocationally certified newly hired teachers, four (4) years of work experience may be considered as one (1) year of teaching experience. All conditions of Paragraph F, Schedule A, also apply. If employed for an extended day or extended year, compensation will be pro-rated.

F. Active military experience will be accepted for one (1) year teaching.

G. If Advanced Degree occurs at second semester, new pay rate will start at second semester.

H. Hours that are to be counted toward salary schedule improvement shall be only those classes that directly count toward a degree or certified program, or are used to improve the teacher's skills in the teaching assignment he/she at that time holds. Courses shall be approved by the Superintendent.

I. All teachers who are presently at a level will remain at that level. An individual will have until August 31, 1991 to acquire the necessary credits to move to a BA+45 or a BA+60. After that date all individuals will have to have a Master's Degree to continue to move across the salary scale.

*All graduate hours earned prior to August 22, 1980 are grandfathered as earned credit.

J. The Board shall pay an incentive of $6,000 per year for each of three (3) years to any teacher who resigns after ten years of service to the school district. Any teacher receiving such incentive who accepts employment which results in contributions being made by or on behalf of the teacher to the Michigan Public School Employees Retirement System in any fiscal year in which he or she receives an incentive payment shall forfeit his or her incentive that year, or repay it to the District if the incentive has already been paid. No more than six (6) applicants per year shall be allowed to avail themselves of this provision, unless this limit is waived by the Board. Acceptance of this provision shall be on a first come first serve basis as determined by written application for the benefit. All applications must be received by May 1, for incentive pay beginning the ensuing school year. Part time teachers shall have this benefit prorated based on the percentage of the day/week worked. The retirement announcement must be made by May 1 of the school year in which retirement is to become effective.

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE

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

1.	Head Varsity - Football, Basketball	10.0
2.	Assistant Varsity - Football, Basketball	6.5
3.	JV Coach - Football, Basketball	6.5
4.	Assistant JV Coach/Freshman Football & Softball	5.0
5.	Middle School Coach - Football, Basketball, Track and Cross Country	4.5
6.	Freshman: Football, Basketball, Volleyball	5.0
7.	Varsity - Baseball, Softball, Volleyball, Track, Wrestling and Cross Country	8.0
8.	JV Coach - Baseball, Softball, Volleyball & Wrestling	5.0
9.	Assistant Varsity - Baseball, Track & Softball	5.0
10.	Golf	4.0
11.	Cheerleading	6.5
12.	Middle School Cheerleading	2.5
13.	Assistant Middle School Track	1.5
14.	Middle School Volleyball	4.5
15.	Athletic Trainer	12.0

2. ACADEMICS

1.	Music		
	a. Band Director		10.0
	b. Choral Director		7.0
	c. Choral Accompanist - $6.50/hr - up to $850 per year		
	d. Festival Accompanist - $60/festival		
2.	Play Director		3.0
3.	Counselor and Voc. Ag. (summer) per week up to three weeks		3.0
4.	H.S. Student Council Advisor		3.5
5.	Middle School Student Council Advisor		2.5
6.	Advisor of School-Approved Clubs (other than those specifically mentioned)		2.0
7.	Teachers of Drivers Education	2000-2001	$20.00/hr.
		2001-2002	$20.50/hr.
8.	Class Advisors		
	a. Senior Class		5.6
	b. Junior Class		5.6
	c. Sophomore Class		1.7
	d. Freshman Class		1.7
9.	FFA, FHA, BPA, Ecology Club		4.0
10.	Substituting, Summer School, Night School, Vocational Education, High School Completion and Adult Enrichment, Student Enrichment and After School Detention		$15.00/hr

11.	Academic Games		
	a.	Social Studies	.5
	b.	Science	.5
	c.	English	.5
	d.	Math	.5
12.	Science Olympiad		.5

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE
MISCELLANEOUS PROVISIONS

1. All supplemental pay schedule positions are indicated for the team or activity. If two (2) persons are sharing the responsibility, the dollar or percentage amount shall be divided between the two (i.e., if two coaches handle the 8th grade team, the amount would be split).

2. In as much as teacher attendance at extracurricular events is desirable, the Board will provide all teachers with an extracurricular pass at no cost to the teacher. Teachers attending these events will be expected to assist in supervisory activities when necessary or requested. All such passes are strictly nontransferable. Abuse of passes shall result in loss of this privilege.

3. All Schedule B positions shall be posted yearly. The position will not be denied to an incumbent bargaining unit member who previously held the posted position, unless the incumbent has received an unsatisfactory evaluation during the prior year's service.

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

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

5. Any teacher who volunteers to substitute for a class during their prep period will receive $15.00 per hour for such volunteer substitute assignment.

6. Any teacher in a supplemental pay position shall be given a supplemental contract indicating amount of salary and any other conditions of employment.

SCHEDULE C - FRINGE BENEFITS

A. PAK A MESSA insurance fully paid by Board. Those employees selecting PAK B shall receive $200 per month for a TSA in accordance with section 125 and other relevant sections of the Internal Revenue Code.

B. Plan A - For employees needing health insurance

Health	Super Care I
Delta Dental	80/80/80: $1,300
Life	$20,000 AD&D with disability rider
Vision	VSP-3
Long Term Disability	Benefits shall be paid at 70% of salary up to monthly maximum of $3,000 and shall begin after the expiration of 90 calendar days. Pre-existing conditions will be waived according to underwriting requirements. Benefits shall continue to age 65 if disability occurs prior to age 61 and to age 70 if disability occurs after age 61.

Plan B - For employees not needing health insurance

Delta Dental	100: 90/90/90: $1,500
Life	$30,000 AD&D
Vision	VSP-3
Long Term Disability	Same as above.

MAYVILLE COMMUNITY SCHOOL CALENDARS

2000-01 & 2001-02

	2000-01	2001-02
First Day for Teachers	August 28	August 27
First Day for Students	August 29	August 28
No School – Friday before Labor Day	September 1	August 31
No School – Labor Day	September 4	September 3
Welcome Back Night	September 5-7	September 4-6
In-service Day (County)	October 16	October 15
Parent-Teacher Conferences – Students Half Day Conferences from 1:00-4:00 P.M. and 5:30-8:00 P.M.	November 9	November 8
Parent-Teacher Conferences – Half Day for Teachers Conferences from 8:30 – 11:30	November 10	November 9
No School – Thanksgiving	November 23-24	November 22-23
Christmas Break	December 21	December 21
School Resumes	Januarya 3	January 3
No School – President's Day	February 19	February 18
Parent Teacher Conferences 5:30 – 8:00	April 5	March 14
Parent Teacher Conferences – Half Day for Teachers Conferences 8:30 – 11:30	April 6	March 15
Spring Break	April 9	March 22
School Resumes	April 17	April 2
Memorial Day	May 28	May 27
Last Day for Students	June 7	June 7
Last Day for Teachers	June 8	June 10
Student Days	180	180
Teacher Days	185	185

SCHOOL CALENDAR

The school calendar shall conform to the TISD calendar to the extent possible. It shall contain at least the number of days and hours required by the State School Code and the State School Aid Act for student instruction and teacher professional development for each year of the Agreement.