9126

9/1/84

The Master Agreement

between

The Mayville Education Association

and

The Board of Education

Mayville Community Schools

for

1981 - 1984

Contract Addendum

Mayville Community Schools

Mayville Community Schools
6250 Fulton St.
Mayville, Mich. 48744

ARTICLE V - PROFESSIONAL COMPENSATION

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

ARTICLE VI - TEACHING HOURS

5. Normal Teacher Day - 8:10 a.m. - 3:25 p.m.

SCHEDUL -B - SUPPLEMENTAL PAY

A. Assistant Baseball - Varsity 5.0%

ARTICLE XX - DURATION OF AGREEMENT

This agreement shall be effective as of September 2, 1981 and shall continue in effect for three (3) years until September 1, 1984.

Future negotiations for the duration of this contract, will be limited to contract language modifications and the yearly establishment of a district-wide calander.

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

Glen Higgins

President, Glen Higgins

Verva L. Hascall

Secretary, Verva Hascall

MAYVILLE EDUCATION ASSOCIATION

Frank Pliska

President, Frank Pliska

Sheila Lambert

Secretary, Sheila Lambert

SCHEDULE A-SALARY SCHEDULE

1981-82

STEP	BA	5% of step BA + 18	10% of step MA BA + 30	15% of step MA + 15 BA + 45	20% of step MA + 30 BA + 60
1	11,300	11,865	12,430	12,995	13,560
2	11,825	12,416	13,007	13,598	14,090
3	12,775	13,413	14,052	14,691	15,330
4	13,725	14,411	15,097	15,783	16,470
5	14,675	15,408	16,142	16,876	17,610
6	15,625	16,406	17,187	17,968	18,750
7	16,575	17,403	18,232	19,061	19,890
8	17,475	18,348	19,222	20,096	20,970
9	18,375	19,293	20,212	21,131	22,050
10	19,275	20,238	21,202	22,166	23,130
11	20,925	21,971	23,017	24,063	25,110

$400 additional salary for special education, type A reading
(Grandfathered as of August 22, 1980

SCHEDULE A-SALARY SCHEDULE

1982-83

STEP	BA	5% of step BA + 18	10% of step MA BA + 30	15% of step MA + 15 BA + 45	20% of step MA + 30 BA + 60
1	11,850	12,442	13,035	13,627	14,220
2	12,397	13,017	13,636	14,256	15,236
3	12,948	13,595	14,243	14,890	15,537
4	13,987	14,686	15,386	16,085	16,784
5	15,029	15,780	16,532	17,283	18,035
6	16,069	16,872	17,716	18,480	19,283
7	17,109	17,964	18,820	19,675	20,531
8	18,150	19,058	19,965	20,872	21,780
9	19,135	20,092	21,048	22,005	22,962
10	20,121	21,127	22,183	23,139	24,145
11	22,180	23,289	24,398	25,507	26,616

$400 additional salary for special education, type A reading
(Grandfathered as of August 22, 1980)

SCHEDULE A-SALARY SCHEDULE

1983-84

STEP	BA	5% of step BA + 18	10% of step MA BA + 30	15% of step MA + 15 BA + 45	20% of step MA + 30 BA + 60
1	12,443	13,065	13,687	14,309	14,931
2	12,993	13,642	14,292	14,942	15,591
3	13,578	14,257	14,936	15,614	16,293
4	14,178	14,887	15,596	16,305	17,013
5	15,316	16,082	16,847	17,613	18,379
6	16,455	17,278	18,100	18,923	19,746
7	17,596	18,476	19,356	20,235	21,115
8	18,734	19,671	20,607	21,544	22,481
9	19,874	20,868	21,861	22,855	23,849
10	20,953	22,001	23,048	24,096	25,143
11	23,622	24,803	25,984	27,165	28,346

$400 additional salary for special education, type A reading
(Grandfathered as of August 22, 1980)

9/1/84

THE MASTER AGREEMENT

BETWEEN

THE MAYVILLE EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION

MAYVILLE COMMUNITY SCHOOLS

FOR

1981 - 1984

Mayville Community Schools

Mayville Community Schools
6250 Fulton St.
Mayville, Mich. 48744

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PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Mayville Community School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and
WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and
WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and
WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize:

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

ARTICLE I - RECOGNITION

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

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

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

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

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

ARTICLE III - EQUAL RESPONSIBILITY SHARING CLAUSE

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the Association including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the following method will be used to deduct such dues:

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

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

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 idemnify 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 negotiation 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 with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

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

C. The 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 custodians first shift starting time, nor until after 9 PM. 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 availabe 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 incorporated 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, 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 request 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.

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

D. Teachers shall not incur loss of salary if engaged in negotiating during school hours which is required by 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 negotiation staff.

E. Teacher absences which are not covered by the applicable sections of ARTICLE XII - LEAVE PAY and ARTICLE XIII - LEAVES OF ABSENCE, will have salary reductions as follows:

1. The total instructional wage divided by the actual number of teacher work days equals the average daily rate. (For salary purposes, teacher work days shall include all scheduled 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, 8:10 a.m. - 3:25 p.m. less ½ hour lunch. Salary reductions shall be as follows:

$$\frac{\text{clock hours absent (nearest ¼ hour)}}{6\ 3/4} \quad X \quad \text{average daily rate}$$

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:

$$\frac{\text{average daily rate}}{6\ 3/4} \quad X \quad \text{number of extra hours assigned to nearest ¼ hour.}$$

(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 absence. All positions filled in this manner are not to exceed one year.

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

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

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

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

$$\frac{\text{clock hours teaching}}{6\ 3/4} \quad X \quad \text{base annual teaching salary}$$

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:

$$\frac{\text{clock hours absent (nearest ¼ hour)}}{6\ 3/4} \quad X \quad \text{average daily rate}$$

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 Services current mileage rate schedule.

ARTICLE VI - TEACHING HOURS

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

1.	Teachers in assigned building	twenty (20) minutes prior to start of school
2.	Teachers at assigned place of duty not later than	ten (10) minutes prior to start of class
3.	Teachers shall leave school no earlier than	ten (10) minutes after the release of classes
4.	Normal high school student day	8:30 a.m. - 3:15 p.m.
5.	Normal teacher day	8:10 a.m. - 3:25 p.m.

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

C. Classroom teachers of grades K-6 will be provided with a total of forty-five (45) minutes relief time per day.

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

E. All teachers shall have thirty (30) minutes duty free for lunch period.

F. Teachers failing to attend a duly called meeting* as set forth in Item D above, will be required to contribute the sum of $5.00 to the Mayville Education Association. This $5.00 will be deducted from the next pay check by the Board, and deposited to the Association treasurer upon notification by the President of the Association to the Business Office of the absence.

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

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

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

ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS

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

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

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

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

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

F. In the event that a faculty member must be absent for less than one-half (½) 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. In as much as the pupil-teacher ratio is a vital aspect of an effective educational program, it is agreed by the parties that they will work toward the following suggested maximums which include all categories of students.

Elementary	Suggested Maximum
K-1	25
2-4	27
5-6	29
Secondary	
7-12	30
Industrial Education	25

Band, Choir, and Physical education classes shall not be subject to the above guidelines.

B. The Board recognizes that appropriate texts, library and reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. 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 schools reasonably and properly equipped and maintained.

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

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

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

F. Telephone facilities shall be made available to teachers for their exclusive use. Only long distance calls for school business may be charged to the school.

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

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

I. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national orgin, age (retirement policy excluded), sex, marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

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

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

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

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

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

ARTICLE IX - VACANCIES AND PROMOTIONS

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

A. Whenever any vacancy in any professional or supplemental position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy in with the payroll check or voucher of each teacher. No vacancy shall be filled, except in case of emergency, or on a temporary basis until such vacancy shall have been posted for at least five (5) consecutive work days during the regular session. This posting will be the official opening of the position and shall constitute all the posting that is necessary.

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

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

ARTICLE X - REDUCTION IN PERSONNEL, SENIORITY AND RECALL

A. No later than November 1st, following the ratification of this agreement, the Board shall prepare a seniority list. Seniority shall be defined as the length of teaching service within the Mayville School System. 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 shall 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 list of district staff positions shall be published and posted in each building and a copy sent to the Association president by June 11.

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 he 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 shall notify the Superintendent in writing 5 work days following the posting of the list of district staff positions.

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 is 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 provided in ARTICLE IX - VACANCIES AND PROMOTIONS.

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

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

ARTICLE XII - LEAVE PAY

A. Each teacher shall have placed at his disposal ten (10) days at the beginning of each school year. Teachers who are on noncompensable leave shall have the ten (10) days prorated upon their return to work. These days may be used according to Article XIII B.

B. A District Central Bank shall continue in operation unless dissolved through the negotiations procedures.

1. If the DCB is dissolved, the compensable leave provisions between the Board and the Association reached August 26, 1973, shall take effect. At that time, any accumulated leave frozen under section 2 below, shall again be placed at the disposal of affected teachers.

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

C. If by reason of discharge, noncompensable leave, or termination, a teacher leaves before the end of the school year, his prorated unused sick days shall be placed in the DCB.

D. After the last day of employment for the current school year, the year's unused days from each teacher's ten (10) day allotment shall be placed in the DCB. These days shall be at the disposal of the district's teachers to use after the depletion of their current year's ten (10) day allotment. This bank is intended to provide each teacher with comprehensive protection form the financial burdens imposed by long term illness, accident, chronic short illness, disability, and death or serious illness in the immediate family.

1. Business days or enrichment days must be taken from the current ten (10) day allotment, and cannot be allocated from the DCB once that allotment has been used.

2. Operating Procedures: Application (obtainable in the Business Office) should be submitted to the Association President or Superintendent prior to usage or immediately upon return to work. A copy of the application, with approval or denial, signed by both the Association President and the Superintendent shall be returned to the teacher.

3. Use of days from the DCB shall be supervised by the Superintendent and the Association President. In case of disagreement, the matter shall be referred to step C of the grievance procedure.

4. Medical verification may be requested in writing by either the Association or the Board for days borrowed from the DCB or thereafter as deemed necessary at ten (10) day intervals unless the doctor states that the teacher should remain away from work for a specified amount of time.

If the Board or Association wish consultation from a doctor of their choice, they may request it according to the limitations listed above, and will assume the cost resulting from such consultation.

5. The number of days in the DCB shall not exceed ten (10) days per full-time equivalent teacher on the staff on the fourth Friday. When this quota is reached, unused sick leave will be paid off at 50% of beginning substitute daily pay rate per excess day. Payment will be made on the first pay day in December and be based on the actual contribution of the teacher.

    a. A teacher borrowing days must repay borrowed days or have previously donated an equivalent amount before any unused days will be paid to the teacher.

6. A teacher borrowing ten (10) or more days in each of two consecutive years shall present to the Association or the Board, on written request, the results of a comprehensive physical exam prior to reporting for work the following year. The requesting party will assume the cost of such an exam.

7. If during the school year, the DCB should be depleted, teachers may draw upon their personal sick leave accumulation frozen as of June 30, 1973.

ARTICLE XIII - LEAVES OF ABSENCE

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

B. 1. Three (3) days may be used for personal business or one of the three for educational conferences or enrichment programs, when the following procedure is adhered to:

   a. persons must apply in writing to the building principal three (3) days prior to the absence.
   b. not more than two (2) persons from each instructional level, (K-3), (4-8), (9-12) may be on business leave at the same time.
   c. no personal business days shall be granted the last day of school prior to a vacation period or the first day of school immediately following a vacation period.
   d. lesson plans are available to the substitute teacher. (May be waived in cases of emergency by the building principal.)
   e. the use of these days for recreation, vacation or other non-business activities is to be discouraged.

   2. Five (5) days may be used in cases of serious illness or death of immediate family, (which is interpreted to include spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents.) These procedures may be waived by the superintendent in cases of extreme emergency.

   3. Enrichment expenses will be reimbursed by the board according to the following procedures:

   a. If prior approval of the enrichment day has been given by the administration (if possible this approval will be acted upon within one school day.)
   b. If the enrichment day falls on a normal teaching day, the Board will reimburse the teacher up to $25.00 in expenses.
   c. If the enrichment day does not fall on a normal teaching day, the Board will reimburse the teacher up to $50.00 in expenses.

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

   1. Absence when a teacher is called for jury duty. (Pay for time missed shall be reduced by the amount paid by the court for time spent - not mileage.)

   2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding.

3. Visitation at other schools or for attending educational conferences or conventions approved by the administration.

4. Time necessary to take Selective Service examinations.

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

1. Study related to the teacher's licensed field.

2. Study to meet eligibility requirements for a license other than that held by the teacher.

3. Study, research, or special teaching assignment involving probable advantage to the school system.

4. Maternity or adoption.

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

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

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

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

H. At the beginning of every school year, the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than three (3) days in advance of taking such leave and to reimburse the Board for the substitute salary for each day as it is used.

I. Since quality of instruction is somewhat dependent on the regular attendance of each teacher, the Board may terminate the contract of any teacher who is absent more than 30 days per year unless on a sick leave or leave of absence authorized in this article.

J. In case of "act of God days", teacher will be charged with a sick day if they report unavailable for work and a substitute has been hired for the day.

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.

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 of audio systems and similar surveillance devices shall be strictly prohibited.

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

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

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

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

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

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

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

ARTICLE XV - RETIREMENT

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

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

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

ARTICLE XVI - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support 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. (The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students and is not to be charged with responsibility for psychotherapy.) Whenever it appears that a particular pupil requires attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all reasonable assistance to the teacher in his defense if not provided by MEA.

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

E. Whenever an adult citizen or group of adult citizens outside the student body has a complaint concerning a teacher, the complaintee 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 complaintee. The principal shall also inform the teacher of the nature of the complaint, and shall arrange for a meeting of the complaintee and the teacher, if such a meeting is desired by the teacher. If such a meeting is desired, the teacher may be accompanied. 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.

ARTICLE XVII - NEGOTIATIONS PROCEDURES

A. It is comtemplated 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 Agreements 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 and each party shall select its bargaining representative from within the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge 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 make invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

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

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

C. Within thirty (30) days from receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

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

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

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

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

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

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

ARTICLE XIX - MISCELLANEOUS PROVISIONS

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

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

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

D. This agreement shall supercede any rules, regulations or past practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual 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.

E. 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.

F. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. This Agreement shall not be effective until approved, as to form, by counsel for the Michigan Education Association, and for the Board of Education, whose approval shall be noted 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.

SCHEDULE A-SALARY SCHEDULE

1980-81

STEP	BA	5% of step BA + 18	10% of step MA BA + 30	15% of step MA + 15 BA + 45	20% of step MA + 30 BA + 60
1	11,300	11,865	12,430	12,995	13,560
2	11,825	12,416	13,008	13,599	14,091
3	12,775	13,414	14,053	14,691	15,330
4	13,725	14,411	15,098	15,784	16,470
5	14,675	15,409	16,143	16,876	17,610
6	15,625	16,406	17,188	17,969	18,750
7	16,575	17,404	18,233	19,061	19,890
8	17,475	18,349	19,223	20,096	20,970
9	18,375	19,294	20,213	21,131	22,050
10	19,275	20,239	21,203	22,166	23,130
11	20,175	21,184	22,193	23,202	24,210

$400 additional salary for special education, type A reading
(Grandfathered as of August 22, 1980)

SCHEDULE A-SALARY SCHEDULE PROVISIONS

A. All 1980-81 instructional salaries shall be based on the Salary Schedule. Any contract written prior to the date of ratification shall be updated.

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

C. Bachelor to Advanced Degree status: Application to the business office must be made on or before the first work day of each semester.

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

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

F. Any newly hired teacher, or any teacher returning to the system who has seven (7) years or less experience, shall receive up to seven (7) years outside teaching experience. This makes the 8th step the maximum step for these teachers. Any 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.

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

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

I. Credits accumulated up to the start of the second semester of each year will be recognized during the current year.

J. 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.

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

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE

	PERCENTAGE OF BASE
A. ATHLETIC	
1. Athletic Director (With released time)	10.0
2. Head Varsity - Football, Basketball	10.0
3. Assistant Coach - Football, Basketball	6.5
4. JV Coach - Football, Basketball	6.5
5. Jr. High Coach - Football, Basketball	4.5
6. 9th Grade Coach	5.5
7. 6th Grade Coach	2.5
8. Varsity Baseball	7.0
9. Assistant Baseball - Varsity	5.0
10. JV Coach - Baseball	4.5
11. Assistant Coach - JV Football	5.0
12. Varsity Coach - Track	7.0
13. Assistant Coach - Varsity Track	5.0
14. Jr. High Track	4.0
15. Assistant Jr. High Track	1.5
16. Cross Country	5.5
17. Girls' Varsity Basketball	10.0
18. Girls' JV Basketball	6.5
19. Girls' Volleyball - Varsity	7.0
20. Girls' Volleyball - JV	5.0
21. Varsity Softball	7.0
22. Assistant Softball - Varsity	5.0
23. Girls' Varsity Track	7.0
24. Girls' Jr. High Track	4.0
25. Saturday Recreation	6.0
26. Golf	2.5
27. Cheerleading Coach	5.6
28. Jr. High Cheerleading Coach	3.3
29. JV Softball	4.5
B. ACADEMIC	
1. Music	
a. Band Director	10.0
b. Choral Director	7.0
c. Assistant Band Director	6.0
d. Musical Play Director	3.0
e. Choral Accompanist - $6.00/Hour - up to $700	
f. Festival Accompanist - $60.00 per Festival	
2. Play Director	3.0
3. Counselor and Vo. Ag (Summer) per week-up to 3 weeks	3.0
4. Student Council Advisor	3.5
5. Teachers of Driver Ed., Summer School, Night School, Adult Enrichment, High School Completion, Vo. Ed.	$10.00/Hour
6. K-12 Curriculum Coordinator	$1000.00
7. Class Advisors	
a. Senior Class	5.6
b. Junior Class	4.5
c. Sophomore Class	1.7
d. Freshman Class	1.7
8. FFA	4.0

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULES

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 pass privilege.

3. In the event that a position listed in the regular supplemental pay schedule cannot be filled with an association member and the position is filled with non-association member, it need not be posted again until the incumbent in the position leaves that position. When the incumbent leaves the position, normal posting procedures will again be used.

SCHEDULE C-FRINGE BENEFITS

A. The Board shall provide without cost to the employee MESSA Super Med 2 protection for a full 12-month period for the employee and his/her eligible dependents. The option of Blue Cross equivalent will be available.

B. The Board shall provide without cost to the employee the MESSA Delta Dental Care Program for all employees of the bargaining unit and their eligible dependents, Plan E w/o-7 with the rider including Internal and External Coordination of Benefits. (COB)

C. Employees not electing health insurance coverage through the school shall apply up to the amount of the Super Med II single subscriber premium toward the MESSA Fixed Options Programs, i.e. MEALS, Optional and Dependent Life Insurance Programs, etc. Any remaining dollars shall be applied on an individual basis to purchase any of the MESSA Variable Options and/or the MEFSA Tax Sheltered Annuity Program. Any amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

D. The Board shall provide without cost to the employee MESSA Term Life protection in the amount of $20,000 that will be paid to the employee's designated beneficiary. In the event of accidental death the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. If the employee becomes totally disabled from any cause before reaching the age of 60, the life insurance provided according to the schedule will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force.

E. The Board shall provide without cost to the employee, MESSA Plan II Long Term Disability Insurance for each employee. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of $1,500 and shall begin after the expiration of 180 working 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 benefits occur after age 61.

F. The Board shall provide without cost to the employee MESSA Vision Care II for all employees and their eligible dependents.

SCHOOL CALENDAR

1980-81

September 2	Pre-School Conference (Teachers Only)
September 3	School begins for students (Full Day)
October 31	End of First Marking Period
November 6	Parent-Teacher Conferences (7-9 p.m.) Students attend Full Day
November 7	Parent-Teacher Conferences (No school for students) Conferences 9-11:30 a.m. and 1-3 p.m.
November 26	Thanksgiving Recess begins at the end of school day
December 1	School Resumes
December 19	Christmas Recess begins at end of school day
January 5	School resumes
January 23	End of First Semester and Second Marking Period
January 26	Record Day (no school for students)
March 27	End of Third Marking Period
April 16	Spring Break begins at end of school day
April 27	School resumes
May 25	Memorial Day (No school)
June 3	Senior Awards Night
June 4	Baccalaureate
June 7	Commencement
June 10	Last Day for Students - End of Fourth Marking Period
June 11	Last Day for Teachers

Student Session Days - 180

Teacher Work Days - 184

ARTICLE XX - DURATION OF AGREEMENT

This agreement shall be effective as of September 2, 1981 and shall continue in effect for three (3) years until September 1, 1984.

Future negotiations for the duration of this contract, will be limited to contract language modifications and the yearly establishment of a district-wide calendar.

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, Glen Higgins

Secretary, Verva Hascall

MAYVILLE EDUCATION ASSOCIATION

President, Frank Pliska

Secretary, Sheila Lambert