Master Agreement

Between the

Maple Valley Education Association

ECEA/MEA/NEA

And the

Maple Valley Schools

July 1, 2026 – June 30, 2029

TABLE OF CONTENTS

AGREEMENT 1

WITNESSETH 1

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS 1

ARTICLE 3 – MANAGEMENT RIGHTS 3

ARTICLE 4 – PAYROLL DEDUCTIONS 4

ARTICLE 5 – WORKING CONDITIONS AND HOURS 4

ARTICLE 6 – ASSIGNMENTS AND QUALIFICATIONS 6

ARTICLE 7 – CLASS LOAD AND SUPPLIES 7

ARTICLE 8 – VACANCIES, PROMOTIONS AND TRANSFERS 7

ARTICLE 9 – SENIORITY/STAFF REDUCTION/RECALL 9

ARTICLE 10 – PAID LEAVES OF ABSENCE 12

ARTICLE 11 – UNPAID LEAVES OF ABSENCE 14

ARTICLE 12 – PROFESSIONAL LEARNING 17

ARTICLE 13 – PROFESSIONAL BEHAVIOR/DISCIPLINE 18

ARTICLE 14 – EVALUATION PROCEDURE 21

ARTICLE 15 – GRIEVANCE PROCEDURE 23

ARTICLE 16 – NEGOTIATION PROCEDURES 26

ARTICLE 17 – MISCELLANEOUS PROVISIONS 26

ARTICLE 18 – SCHOOL CALENDAR 26

ARTICLE 19 – CONTRACTS 27

ARTICLE 20 – PROFESSIONAL COMPENSATION 27

ARTICLE 21 – EARNED BENEFITS 28

ARTICLE 22 – LEAST RESTRICTIVE ENVIRONMENT & MEDICALLY FRAGILE STUDENTS 29

ARTICLE 23 – MENTOR TEACHERS 30

ARTICLE 24 – DURATION OF AGREEMENT 31

APPENDIX A – INTENTIONALLY LEFT BLANK (SEE PAGES 46-48)

APPENDIX B-1: SALARY SCHEDULE 2026-2027 33

APPENDIX B-2: SCHEDULE B – ACADEMIC SUPPORT 33

APPENDIX B-3: SCHEDULE C – ATHLETICS 36

APPENDIX C-1: PROCEDURE FOR JOINT DONATED PTO FOR EXTRAORDINARY NEEDS & FORM 38

APPENDIX D-1: MAPLE VALLEY SCHOOLS EMPLOYEE'S WARNING RECORD 40

APPENDIX E-1: FTE FOR REP REPORTING AND PAY CALCULATION 41

ADDENDUM 2: INSURANCE DECLARATION 41

APPENDIX G-1: CLASS SIZE OVERAGE CHART 42

APPENDIX H-1: PROFESSIONAL LEARNING CONFERENCE PROCEDURE 43

APPENDIX I-1: ANNUAL PTO/SICK INCENTIVE 44
ADDENDUM J-1 – SCHOOL CALENDAR 45
ADDENDUM K-2: INSURANCE DECLARATION 50

AGREEMENT

This Agreement entered into this ____ day of _____, 2026 by and between the Board of Education, Maple Valley Schools, Vermontville, Michigan, hereinafter called the "Board", and the Eaton County Education Association, hereinafter called the "Association".

WITNESSETH

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

ARTICLE 1 - RECOGNITION

A. The Board recognizes the Maple Valley Education Association, the Michigan Education Association and the Eaton County Education Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all certified teaching personnel including alternative education teachers, and speech and hearing therapists, guidance counselors and librarians, but excluding athletic director, aides, substitute teachers, supervisors and all other employees.

B. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

C. The term "supervisor", when used hereinafter in the Agreement, shall refer to any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees; or to direct them, adjust their grievances or to effectively recommend such action provided that the exercise of such authority with regard to the foregoing is not merely routine or clerical in nature, but requires the use of independent judgment.

ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS

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

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

C. The Association and its members shall have the right to use rooms in the school building for meetings. Said rooms to be arranged with the building administrator upon request of the Association.

D. The Association representatives shall be permitted to transact Association business on school property at a time outside of school hours. Any organized transaction of Association business during regular hours must be with the approval of the Building Principal, providing that this business shall not interfere with or interrupt normal school operations.

E. The Association and its members shall have the right to use school equipment in the preparation of Association business. Said equipment shall be used at the normal location of the equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Non-teaching office personnel may assist when advisable.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the teacher mailboxes for communication with teachers and the general building delivery service.

G. The Association has the right to use the district server and computer e-mail system to communicate union business. The Association also has the right to use the district interoffice mail system and mailboxes to distribute communications. The Association acknowledges that anything on a district server can be obtained through FOIA.

H. The Board of Education agrees to make available to the Association tentative budgets, approved operational budgets, general school district financial information related to the school district, annual financial reports, register of certified personnel and addresses, agenda and minutes of Board meetings, membership data, and any other information that is actually public information. Salaries of teachers and step on the salary schedule will be provided annually. Said information shall be provided upon request by the Association.

I. Prior to implementation, the Board may consult with the Association representatives on any new or modified fiscal, budgetary or tax programs, construction program, or major revisions of education policy, which are proposed or under consideration.

J. The Board shall make available in each building a room to be used as a lounge/work room by teaching, non-teaching and administrative personnel. This room shall be for the exclusive use of the teaching, non-teaching, and administrative personnel.

K. A copy of the Board of Education policies shall be made available electronically.

L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, disability or national origin.

M. The rights granted herein to the Maple Valley Education Association shall not be granted to any other teacher labor organization.

N. The Board will endeavor to place among the first 5 items under New Business on the agenda, matters involving the Maple Valley Education Association. These must be presented to the Board at least 3 calendar days preceding the regular Board meeting.

~~O.~~ The existing telephone facilities will be made available to teachers for their reasonable use.

P. The duties of any newly-created position with the bargaining unit which are in conflict with the Master Agreement shall be subject to negotiations between the parties.

Q. Adequate off-street parking facilities shall be provided whenever possible and advisable. Reserved parking will be provided all staff members in buildings which have off- street parking. An adequate number of spaces will be reserved for staff cars, except in cases of emergency.

ARTICLE 3 – MANAGEMENT RIGHTS

A. The Board of Education on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to their professional employment.

2. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees; continue to determine qualifications of all employees and the conditions for their continued employment or dismissal or demotion; and to promote and transfer all employees.

3. Determine the hours of work, starting times and scheduling of the work force in accordance with local conditions and/or requirements of the State of Michigan.

4. Determine the services, supplies, equipment, facilities, methods, schedules, means and processes for carrying on the general school operations as directed by local conditions and/or the State of Michigan.

5. A physical examination, as a condition of employment, possibly will be required at Board expense.

6. Determine the number, location, relocation or grade level division of all school facilities.

7. Determine the placement of operations, service and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

9. Determine the size of the management organization; its functions, authority and the amount of supervision necessary to operate the schools in accordance with local conditions and/or the laws of the State of Michigan.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The matters contained in the Agreement and/or exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement without mutual approval of both parties.

ARTICLE 4 – PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for Electronic direct deposit.

B. All new employees will be required to use the Maple Valley Schools' direct deposit system with their financial institution(s). The district requires all present employees use direct deposit in compliance with Michigan law.

ARTICLE 5 – WORKING CONDITIONS AND HOURS

A. Workday hours:

Jr./Sr. High School/Pathways
7:40 a.m. – 3:10 p.m.

Grades 3rd – 6th
7:45 a.m. – 3:25 p.m.

Pre K – 2nd
8:05 a.m. – 3:45 p.m.

- Work day for teachers is considered 7 hours as reported to the State of Michigan
- Times may be jointly adjusted to ensure Maple Valley Schools meet the minimum student instruction time to receive full state aid.
- Lunch periods for all traditional buildings shall be 30 minutes; lunch at Fuller Street shall be 45 minutes.

B. Normal Teaching Assignments:

The following guidelines shall apply to all teachers:

1. Any time a teacher is absent from school and normally is responsible for all the students within a given regular classroom, an attempt will be made to provide a substitute teacher.

2. All district teachers shall be expected to attend regularly scheduled staff, curriculum or in service meetings outside of regular employment hours. These meetings shall be held two times per month and are expected to last no more than one hour in duration. Meetings can continue past one hour upon mutual agreement between administrators and a majority of staff that such is necessary and warranted. Individuals are not required to remain at any meeting beyond one hour. Meetings will include at least 1 building meeting as well as either a school improvement meeting, an individual department meeting or an individual grade level meeting. An optional third meeting may be held upon agreement between administrators and a majority of staff that such is necessary and warranted. This optional meeting will always be preceded by at least three days' notice. Acceptable reasons for being absent from any meeting include but are not limited to other professional responsibilities such as Personal Development or coaching responsibilities (excluding practice times which are expected to be scheduled to not conflict with these meetings), and other reasons as deemed appropriate by the administrator.
Staff meeting agendas will be disclosed 24 hours prior to each meeting. If an agenda is not provided, the meeting shall be cancelled unless an agreement between administrators and a

majority of staff is reached indicating that the staff meeting may proceed despite the lack of an agenda 24 hours prior to the meeting. Teachers shall have an opportunity to request that certain items be placed on the agenda by submitting a written request to their building principal, outlining the proposed agenda item, prior to the 24-hour agenda disclosure deadline mentioned above.

3. Planning time: (Appendix E-1)

   - All teachers will have a minimum of 225 minutes of planning time per week. The administration will endeavor to schedule planning time daily for all teachers.

C. If it becomes necessary for the District to revise the instructional workday during the term of this agreement, such reduction/revision will be subject to negotiation between the parties.

D. In the event it becomes necessary for employees to assume teaching responsibilities or other administratively assigned duties during their conference or preparation period, or when they are administratively assigned any duty in addition to the normal instructional day [i.e. noon supervision, bus supervision, recess duty (except for normal recess rotation) and all other such non-teaching duties], they shall be compensated in accordance with this contract.

1. An employee engaged in any of the foregoing activities for less than 30 minutes shall be compensated at one-half (1/2) the rate specified in Article 20, Section H. An employee so engaged for 30 minutes or more shall be compensated at the full rate specified in this contract.

2. It is understood that the Board is not obligated for the extra pay provisions on days when it is necessary to dismiss school early because of inclement weather or other emergency.

E. All staff members, except those involved with in-school suspension room program or other mutually agreed programs, shall be entitled to a duty-free lunch period of not less than 30 minutes. The matter of compensation for assigned lunch duties in such programs shall be negotiated with the Association at the time such programs are being implemented.

F. When determined by the Board that there is a student need and financial resources are available, the Board shall employ teachers in specialized areas including art, physical education, vocal music, instructional music, and library (as maintained by librarians or library aides).

G. In the event a qualified substitute teacher is not available, the regular classroom teacher shall receive additional compensation at the rate specified in Article 20 of this Agreement. In the event that a co-teacher is absent, the district will provide a substitute teacher unless approved by the working teacher.

H. Teachers required to substitute for regular classroom teachers shall be compensated at the rate specified in Article 20 of this Agreement.

I. Teachers are not expected to report to school on snow days when school is not in session. In the event a teacher has requested a PTO Day when school is closed for the above reasons, they shall suffer neither loss of salary nor loss of leave time.

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

K. Parent-teacher conferences shall be scheduled in accordance with the negotiated calendar as set forth in Appendix A. To accommodate additional time demands as a result of parent-teacher conferences, mandatory staff meetings at the elementary school level shall be reduced by one hour for the months that conferences are held. Parent-Teacher conferences may be held by either face-to-face, virtually, telephone or parent initiated email with preference.

L. There may be job sharing with pro-ration of benefits and pay. However, teachers who are employees for less than half time shall not receive health, dental, and vision or long term disability insurance. Seniority shall not be pro-rated.

M. The parties shall meet and review the recess and lunch hour operation in the elementary buildings no later than the end of the first marking period.

ARTICLE 6 – ASSIGNMENTS AND QUALIFICATIONS

A. Teachers shall not be assigned outside the scope of their teaching certificates or Highly Qualified status.

B. Each teacher shall maintain with the office of the Superintendent of Schools and the building Principal the current address and telephone number which may be used to contact him/her in emergency matters while in the employ of the school district.

C. The building Principal and teachers are encouraged to meet before the close of the school year and discuss general teacher assignments for the coming year. All teachers shall be given written notice of tentative schedules for the forthcoming school year no later than the close of school in June of the preceding school year. In the event that changes in such schedules are proposed, all teachers shall be notified and consulted by their principal as soon as possible.

D. With the recommendation of teachers within a department, the Principal may select a Department Chairperson.

1. The Department Chairperson shall:

    a. Coordinate programs and materials within the department.

    b. Serve as the instructional liaison between the teacher of the department and the school administration.

    c. Assist in the evaluation of department curriculum.

2. Department Chairpersons shall not be considered executive or supervisory employees.

The district will pay for fingerprinting and background checks made for any current employee as it pertains to PA 138 of 2005.

ARTICLE 7 – CLASS LOAD AND SUPPLIES

A. Because the Board of Education has the statutory duty to educate all children, and because the student-teacher ratio is an important aspect of an educational program, and because the number of students and teachers required to instruct them has a direct bearing on the amount of work required of the individual teacher, the Association and Board agree that the size of the individual classes shall be given careful consideration; and any inequalities adjusted upon the request of the teacher if economically and educationally feasible and desirable. The parties recognize that the availability of adequate school facilities is desirable to insure the high quality of education, and that it is the goal of the Association and the Board.

B. The Board and the Association agree that class size shall meet the following desired objectives except in traditional large group (possible team teaching) instruction, experimental-type classes, or ability grouping resulting in an uneven number of students in various class sections where the Association has agreed in writing to exceed the maximum. Every attempt will be made by administration to equally distribute students per class/per grade/subject level. Appendix G-1

A teacher refusing the services of an aide does not set a precedent for other teachers.

C. In the Junior-Senior High School, the Board and the Association agree that the student-teacher ratio considering a regular classroom certified teacher shall not exceed a 30 to 1 per class ratio in the aggregate for the teacher's total normal work day. Excludes Physical Education, Band, Choir.. Counselors, librarians, and remedial reading teachers shall not be included in figuring this ratio. The time spent for any teachers teaching only part-time in the Jr.-Sr. High School shall be pro-rated for the amount of time teaching at the Jr.-Sr. High School. The administration shall make every effort to balance classes within subject areas. If a teacher has more than 30 students, see class size overage calculation chart. Appendix G-1

D. Materials and Supplies:

1. The Board and Association recognize the importance of the availability of adequate teaching materials, texts, library materials, equipment and general test materials.

   a. Representatives of the Board will confer with the teachers regarding the above-listed items.

   b. A system of building requisition will be maintained for the above-mentioned items.

2. Present office services shall be maintained in each building.

3. The Board agrees to keep the schools adequately equipped and maintained within financial limitations.

ARTICLE 8 – VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy in this bargaining unit shall be defined when a new position is created or whenever a bargaining unit member vacates a position as the result of resignation, dismissal or transfer and the Board determines to fill it. Any vacancy that occurs after the beginning of the school year may be considered temporary and may be filled temporarily for that school year only.

B. When any bargaining unit vacancies occur, the Board shall inform the Association, provide electronic notice to employees, and post the vacancy on the district website.

C. Vacancies shall be posted for five (5) calendar days before being filled unless the Superintendent and the Association President mutually agree to a necessary shorter posting period due to unique challenges with a certain position.

D. Any teacher may apply for specific posted positions by submitting a written request to the Superintendent by the end date listed on the specific postings. The Board agrees to consider certification, as defined in Article 9B, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact to discuss the basis for the non-selection.

E. Teachers may be transferred due to scheduling needs and other reasons that are not arbitrary or capricious. The District will notify the teacher and the Association in person or by phone and provide rationale.

F. Bargaining unit positions will be filled by the most qualified individual, if they meet the certification requirements and the specific qualifications required for the position as determined by the Board.

1. Vacancies occurring during the school year will be posted and filled according to the provisions of this Article.
   a) If no properly certified and qualified individual expresses interest in the posted vacancy, the Board may employ a long-term substitute for the remainder of the school year for the unfilled position.
   b) If an individual fills the vacancy and another vacancy ensues: the Board may employ a long-term substitute for the remainder of the school year for this second vacancy.
   c) Any vacancy for which a long-term substitute is employed shall be posted for the following school year at least five (5) business days prior to the last scheduled day of the current school calendar.
2. External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board.
3. Internal individuals who are not awarded a vacancy will be notified.

G. If a vacancy is filled by an individual during a school year, the individual may be transferred to that position immediately, or upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.

H. The District shall provide notice to the Association President and UniServ Director of any newly hired employees covered by this Agreement, including the employee names, hire dates, and salary within thirty (30) workdays of the date of hire. An updated employee list shall be provided monthly thereafter.

I. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies.

J. involuntary transfers may be made for a reason that is not arbitrary or capricious. Any involuntary transfer from one building to another, the principal(s) will meet with the individual to discuss the reasons for the transfer, In the event the individual, at this meeting, objects to being transferred from the building, the individual, at this meeting, objects to being transferred from the building, upon the individual's request., the Association shall be notified. The principal(s) shall meet with the Association's representative to discuss the rationale of the transfer.

1. Prior to the transfer being completed, the individual will be notified of open positions in the district as they become available. Upon application, the individual will be interviewed by the

principal at the building where the open position exists. If the individual is not placed through this procedure, the Superintendent or designee will make the assignment.

2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.

K. A notice of retirement/resignation will be deemed accepted and final when received. Individuals may only rescind this notice with specific written approval of the Superintendent.

ARTICLE 9 – SENIORITY, STAFF REDUCTION and RECALL

A. Seniority - Beginning with the 2026-27 school year, members hired into the bargaining unit shall be placed on the seniority list on the day of hire in the bargaining unit in the regular school calendar from their most recent date of hire or potentially restored to their full seniority on a case-by-case basis.

1. A seniority list shall be maintained by the district with members ranked in order of seniority. The seniority list shall be emailed to the bargaining unit president and chief negotiator by October 15th of each year. Any proposed corrections shall be brought to the attention of the administration for review by November 15th each year. After mutual agreement, the list shall be final.

2. If there is a tie on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and proceeding in a similar manner until all persons with the tie are assigned a seniority position.

3. All seniority may be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen if the teacher transfers to a non-bargaining unit position in the District for two (2) years or less. If they return to the bargaining unit within the two years, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.

4. Seniority shall continue to accrue during periods of layoff of up to two (2) years unpaid leaves of less than one (1) school year, and the full duration of a qualified military duty leave. Time on layoff or unpaid leave does not count as service time for longevity.

5. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed herein.
6. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, individuals will be laid off based on criteria of qualification as defined in Section C.2 of this article.

7. After a reduction of individuals as outlined above, if there are positions that are created and/or vacant, laid-off individual who are certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off individuals, and the vacancy or vacancies shall be filled by the most qualified (section C.2 of this article).

8. The Association will be notified of the potential reduction in personnel at least ten (10) days before the layoff notices are distributed to the individuals. The association will be notified of a

contemplated reduction in personnel with the potential staff effective and rationale. Individuals being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

9. An individual refusing an offer of recall to a position for which the individual is adequately certified and most qualified per section A.2 of this article, and which is equivalent to the one from which they were laid off shall be deemed a resignation and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the individual is under contract with a different Michigan School District at the time of recall. In such case, the individual shall be given 4 weeks from recall date before reporting for duty. Should the individual refuse that option, they shall be deemed to have resigned as set forth above.

10. Individuals laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 21 until the end of the following month of the beginning of layoff. After that, a laid-off individual may continue their insurance benefits in accordance with the COBRA layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

B. Certification – "Certified" shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the individual's responsibility to file such certificates, endorsements, Licenses, with the Central Office. The certification status of an individual on file with the district shall be considered conclusive for all purposes under this Agreement.

1. The individual shall provide written notice to the District of any change to their certificates, endorsements, or licenses.

2. Failure to file a valid Michigan teaching certificate with the appropriate endorsements with the Superintendent's office or loss of certification may result in loss of employment. It is mutually understood that it is the sole responsibility of the teacher to maintain their certification.

3. The District shall ensure that all professional development hours earned through district professional development will be reported to the State in an accurate and timely manner.

C. Layoff and Recall - It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this Article shall be used in any reduction of staff, laying off and recalling teachers.

1. The district retains the right to determine the teaching schedule. If any current teaching positions are eliminated, the teachers in those positions being eliminated are considered displaced. A displaced teacher shall be transferred within their area of certification prior to any teacher being laid off.

2. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority providing all other distinguishing factors of qualification of those teachers from each other are equal as follows:

- Holding an appropriate certification for the position.
- Three-year average of evaluation scores.
- A teacher's disciplinary record.
- Demonstrative application of relevant special training in accordance with MCL 380.1248.

- Excessive absenteeism unrelated to legitimate medical or other leave. Excessive shall be defined as unapproved absenteeism in excess of the contractually allowed PTO days.
- Attendance for Professional Development (PD)

3. Certification shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.

4. The certification and distinguishing factors of qualification of a teacher to be laid off shall be the certification and accumulated distinguishing factors of qualification on file with the Board at the time the layoff notification to the Association occurs. The certification and distinguishing factors of qualification of a teacher to be recalled from layoff shall be the certification and distinguishing factors of qualification on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.

5. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.

6. Teachers have a right to recall for two (2) years from the effective date of layoff providing they did not receive an overall rating of less than effective in their most recent year-end evaluation. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in the section above.

7. If the teacher fails to indicate intention to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified or does not report to work on the day specified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall.

8. The Board's obligation to pay salary and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of the layoff. Thereafter, upon carrier approval, a laid-off teacher may continue insurance coverage under COBRA at no expense to the employer.

9. An individual who is laid off and is paid unemployment compensation benefits (associated with their regular assignment) during the summer immediately following the layoff and who is subsequently recalled to a position at the beginning of the next school year will be paid according to an annual salary rate such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off or given notice of the layoff.

ARTICLE 10 – PAID LEAVES OF ABSENCE

A. At the beginning of each school year, all staff shall be credited with 12 days of paid time off (PTO), the unused portion of which shall accumulate to a maximum of 180 days. If the Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of earned PTO hours may be used for any recognized ESTA purpose running concurrently with other applicable leaves, with those first 72 hours of leave being subject to the same conditions provided under ESTA.

1. Teachers may use all or any portion of their leave to recover from an illness or disability. In addition, teachers may use as many days as necessary of their accumulated PTO for illness in the immediate family, as defined in Section (F)(1) of this Article, below.
2. Part-time, regularly employed teachers shall receive a pro-rated portion of PTO annually.
3. Accumulated PTO shall be maintained for the period of a Board approved leave of absence.
4. In appreciation for services to the Maple Valley School District, employees who have worked at least ten years for the District shall be paid for their unused PTO days upon leaving the District. Such rate of compensation shall be $30.00 for all unused PTO days up to the maximum number of accumulated days.
5. Teachers who use little or no PTO/Sick leave during the current school year shall receive the following compensation by June 30th.
    a. 0-3 PTO/Sick days (21 hours) used = $500.00 annually
    b. 4-6 PTO/Sick days (42 hours) = $250.00 annually
    c. See Appendix I-1
6. Days immediately prior to and following scheduled breaks shall not be used for PTO unless approval is received from the building administration.
7. Teachers must receive approval from their building administration to use 5 PTO days consecutively.

B. Teachers who have knowledge of an impending condition, shall notify the Superintendent.

1. After 3 consecutive days per ESTA rule, the administrator may request a physician's statement as to the nature of the disability at issue.
2. Teachers shall be required to furnish medical certification of their continued ability to perform their duties as often as the Board of Education may, in its discretion, request within the doctor's prescribed appointments with the teacher.
3. Teachers may be required to submit to physical examinations by a physician selected by the Board. The Board agrees to pay all costs of such examinations.
4. For all PTO days claimed, teachers shall, upon request, have a physician's certificate verifying physical disability, which prevents them from fulfilling their teaching responsibilities.
5. To receive PTO payments, teachers must perform all duties until physically disabled and return to service as soon as physically able to perform all duties certified by the physician.
6. Employees absent because of extended or serious illness or injury shall, upon request, present to the Superintendent, prior to their return to service, a statement from their doctor indicating that their health is satisfactory for return to teaching duties.
7. Teachers shall provide in writing general lesson plans and other materials required by the Principal for the duration of the absence in order to maintain curricula continuity through the substitute.

C. Employees who are absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall, if they request, receive from the Board of Education only the difference between the disability benefits provided by the Michigan's Worker's Compensation Law and the regular daily salary which shall be charged to the employee's accumulated PTO leave providing such is available. If no PTO leave is available, the District shall have no liability for payment beyond what worker's compensation provides. Such payment by the district shall be pro-rated to the equivalent amount of the employee's accumulated PTO leave at the option of the employee.

D. Employees shall be required to notify the building Principal or designee in the event of an absence before 6:15 a.m. of the morning of the expected day of the absence so that a substitute may be obtained. When circumstances make such notification impossible or unreasonable, it will be necessary for the employee to communicate with the Principal concerning the reason for failure to notify.

E. Leaves of absence with pay chargeable to the employee's PTO shall be granted for:

1. An emergency not to exceed 3 days per school year. The building Principal shall be notified as soon as the nature of the emergency permits.

2. Attendance at the school graduation of a spouse or children not to exceed 1 day unless travel requires additional time.

3. Emergency reasons as defined by the Superintendent.

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

1. Employees may take up to a maximum of 5 consecutive school days per death in the immediate family. Immediate family is defined for purposes of this Article as spouse, parents, brother or sister, children, grandchildren, father or mother-in-law, grandparents, grandparents-in-law and others living within the teacher's household for whom he/she has custodial responsibility.

2. Employees may take up to two days of paid leave per year for attendance at a funeral service of a member of their extended family. With prior approval by the district, employees may use PTO day or take an uncompensated day to attend the funeral services of a person whose relationship to the employee warrants such attendance.

3. There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. Employees shall receive full daily salary with the jury pay being returned to the Board of Education less meal expenses when not provided by the Court.

4. Any teacher who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their military pay and the regular pay they would receive from the Board for the length of time of deployment but not to exceed thirty weeks when the teacher is on full-time active duty in the Reserve or National Guard during the school year. Per diem and uniform allowance shall not be considered a part of military pay. Proof of service and pay must be submitted.

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

The officers of the Association shall be entitled to a maximum of 12 school days per year, which may be used to attend Association meetings. Attendance at such meetings shall be by mutual agreement of the officers of the Association and building Principal; and not more than 3 teachers who are officers at the local district, regional or state Association may be absent the same day. Any member of the bargaining unit serving as an officer of the ECEA may also attend such meetings within the days allowed so long as such member continues as a county officer. The Association agrees to

reimburse the Board of Education for any salary paid substitute teachers during the absence of any officer of the Association on approved Association business.

ARTICLE 11 – UNPAID LEAVES OF ABSENCE

A. General Leave Provisions

1. Applications for leave shall be submitted in writing at least ninety (90) calendar days prior to the commencement of the leave. The notification period may be waived at the Board's discretion.

2. Applications for leave shall include a statement of the beginning date of the leave and the date of return to regular employment.

3. Leaves of absence shall not exceed 1 calendar year.

4. The Board, at its discretion, may grant an extension of any leave upon written request, provided such request is submitted at least thirty (30) days prior to the expiration of the leave.

5. Early termination or cancellation of any leave may be made upon mutual agreement of the parties.

6. The Board shall notify employees in writing 30 calendar days prior to the expiration of a leave and advise the employee of their options. Employees shall reply to such notice in writing within 15 days of the Board's written notice.

7. During a period of impending staff reduction, the Board agrees to consider all requests for unpaid leaves of absence.

8. For leaves of absence granted by the District that start and end within the same school year, the teacher will be returned to their former position provided:
   a. The District agrees to this stipulation as part of the initial leave of absence approval;

   b. The position still exists when the teacher returns; and

   c. The District intends for the position to be maintained for the subsequent school year.

B. Teachers unable to teach because of personal illness or disability may be granted a leave of absence for the duration of such illness or disability for up to a period of 1 year. In such situations, teachers will be provided with insurance benefits, at no cost to the district, in accord with the rules and regulations of the insurance carrier for the duration of the leave.

C. For the bargaining unit members who have been employed for at least 12 months by MVS and who work at least half time, the following conditions shall apply to twelve weeks of leave: any health, dental, and/or vision insurance shall be continued, with the premiums paid by MVS, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period. This shall not be construed as a waiver of MVS rights to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

D. In lieu of the PTO provisions contained in Article 10, teachers may request and may, at the discretion of the Board, receive a medical leave of absence for 1 year.

1. Upon return from the leave, teachers shall provide medical certification that they are physically able to resume full time employment.

E. The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this agreement. Where additional benefits are extended to bargaining unit members by the Act, those additional benefits will be honored by MVS. Where certain Employer rights are also granted in connection with such additional benefits, MVS shall be permitted to exercise same. To the extent that leaves of absence are granted under this agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

1. As specified herein, a bargaining unit member will use their accumulated days off with pay during a leave pursuant to the Family Medical Leave Act.

2. MVS reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of their employment. MVS may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.

3. MVS reserves the right to require, at its expense, the opinion of a second health care provider designated by MVS concerning any certified information provided under subsection 3, above. Where the second opinion differs from the opinion in the original, certification, MVS reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by MVS and the bargaining unit member, whose opinion shall be final and binding.

4. A bargaining unit member returning from a leave of absence shall be governed by the terms of this agreement regarding salary schedule credit, accumulation of seniority and return to position vacated whether on leave under this Agreement or similar leave under the Family Medical Leave Act. Where a bargaining unit member returns from a leave granted solely under the Family Medical Leave Act because no similar leave exists under this Agreement, then the bargaining unit member shall be returned to employment with credit on the salary schedule, accumulation of seniority, and to the same position vacated, unless that position no longer exists. If the position no longer exists, the

bargaining unit member shall be returned to an equivalent position for which they are qualified.

5. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Superintendent.

F. A military leave of absence shall be granted for teachers who are members of any branch of the armed services of the United States. Teachers returning from such leave shall be subject to the provisions of Section H of this Article as well as the following:

1. Received an honorable or medical discharge;

2. Are still qualified and competent to perform the duties of such teaching position;

3. Make application to the school district for re-employment within 90 days of discharge; and

4. Shall be given up to 2 years' credit as it applied to salary schedule advancement and PTO.

5. If leave is less than thirty weeks, please see Article 10, F-4.

G. A leave of absence may be granted to any teacher for the purpose of participating in the Peace Corps, Teacher Corps, or Job Corps as a full time participant subject to the following:

1. The original leave may be for up to 2 years;

2. Teachers shall state their intention to return to this school system; and

3. The time served shall be allowed for salary schedule advancement.

H. The Board may grant a leave of absence for the purpose of further education improvement study subject to the following:

1. For the purpose of an educational study leave, teachers must be enrolled as full time students (12 semester hours or term hours) during the semester of approved leave.

2. Application for such leave shall be made no later than April 1 of the year in which the leave is to commence; and

3. Only one teacher from grades Kindergarten through 5th and one from grades 6th through 12th may be on educational leave at the same time.

I. The Board, at its sole discretion, may grant a leave of absence for other reasons.

J. A leave of absence may be granted to employees for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness.

1. Said request shall specify the beginning and anticipated ending dates of the leave and, where applicable, be accompanied by a doctor's verification of the nature of the child's illness.

2. In case of leaves for illness, injury or child care, the Board agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the teacher has been employed by the Board for a minimum of 5 continuous years. In cases of leaves granted at the discretion of the board for an employee to care for a severely ill or injured child, the board may grant health insurance coverage as part of the leave if the teacher has been employed by the District for a minimum of 5 continuous years.

ARTICLE 12 – PROFESSIONAL LEARNING – Appendix H-1

A. The Maple Valley School District will provide professional learning opportunities to meet the minimum requirements of the Revised School Code. Professional learning shall be planned in cooperation with school improvement teams. We encourage all staff members to participate in opportunities for additional professional learning.

1. All teachers shall be expected to attend scheduled in-service programs unless excused due to illness or some other unavoidable cause.

2. The school district will maintain approved professional learning activity documentation. In cooperation with our RESA, the district will submit those approved activities to the department of education to be counted for continuing educational credits that can be used for certification renewal.

3. Teachers may submit professional learning requests to their building administrator. Building administrators will approve professional learning opportunities with the following criteria:

    a. Programs to improve the individual's instructional practice.
    b. Activities that support the school improvement plan.
    c. Conferences that have approved funding sources.
    d. Approved number opportunities per teacher dependent on the above.

4. The school district will provide a process for payment of activities. The school district will pre-pay for registration with advance approval of two-weeks. These may include any of the following: registration fees, travel, accommodations, food allowance, membership fees, and any training materials needed. Approval of such payments will be dependent on allocated and available resources.

B. The Board shall reimburse any teacher successfully completing any course directly related to education at a Council for the Accreditation of the Educator Preparation (CAEP) accredited college or university with the following limitations:

1. Said course must have approval by the School administration prior to completion of the course.

2. Any reimbursement requests for credits earned must be filed not later than 30 days after completion of the course.

3. A maximum of $1,000.00 per year at the end of each of the first 5 years of teaching in the Maple Valley School District (September 1 through August 31), thereafter $300.00 per year for the remainder of the teacher's employment with the District shall be paid for advanced credits earned subject to the requirements herein, approval of the Superintendent to a maximum of $1,500.00.

4. Only credits earned after the approval of this contract shall be considered for reimbursement under these terms.

5. Any teacher receiving reimbursement payment under this provision shall stay with the District for at least 1 full school year after receiving any payment. Any reimbursement payment received after the start of a school year shall require the teacher stay through the following school year. Teachers leaving the District before fulfilling this 1 full school year requirement shall reimburse all tuition monies paid to them by the District in the prior 12 months.

6. Any required reimbursement may be deducted from the teacher's remaining paychecks.

C. New professional employees being offered a contract will agree to give one day pay before school begins for in-service training.

D. There shall be professional development in the following areas as required for the specific staff member following state standards in CPR, AED, and blood borne pathogens and distribution of medication if teachers are to witness Support Staff Personnel in the distribution.

E. Professional Learning Procedure – SEE APPENDIX H-1

ARTICLE 13 – PROFESSIONAL BEHAVIOR/DISCIPLINE

A. Complaints by a parent or a student directed toward an employee that cannot be resolved by the administrator at the time the complaint is brought to him/her shall be called to the attention of the employee. The administrator shall:

1. Provide the employee an opportunity to meet with the parent or student with the administrator to reach resolution.

2. Provide the employee an opportunity to reduce the employee's version of the matter to writing and to have that version attached to any written record of the matter; and

3. Provide the employee with a copy of the written record, which the administrator expects to place in the employee's file.

B. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom.

1. If a pupil is excluded from the classroom, the teacher will furnish their administrator pertinent details of the incident(s) as promptly as teaching obligations will allow, but in no case later than the end of the teacher day unless extenuating circumstances dictate otherwise. Before the principal or assistant returns the pupil to the classroom, they shall inform the teacher, with a personal contact or in writing, of the corrective measures taken.
2. When requested by the teacher, the administrator will make reasonable attempts to arrange a conference including the student and the student's parent or legal guardian.

3. Whenever it appears to the teacher and administrator that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take such steps as may be necessary to relieve the employee of responsibility with respect to such pupil.

C. Any case of assault upon a teacher, which is related to the teacher's responsibilities in the District, shall be reported promptly to the administration and Board.

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

D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, shall provide legal counsel if requested in writing by the teacher and render necessary assistance to the teacher in their defense providing the teacher acted within the scope of Board of Education policy. Such Board action shall be in connection with coverage also involved through the Michigan Education Association Liability Program or the school district's liability insurance carrier.

Any injury, which arises out of or occurs within the course of the employee's employment shall be promptly reported to the building Principal. The employee shall be supplied with the appropriate form in the event a Worker's Compensation claim is to be filed.

E. The Board shall investigate any matter covered under this Article and if they find the teacher was not responsible or is unjustly charged, they shall provide the necessary time off for the teacher to aid in the prosecution of an assailant and/or defense of litigation against the teacher. Such time off shall be without the loss of compensation and shall not be charged against any paid leave time.

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

G. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days.
   1. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
   2. Discipline may include but is not limited to:
      - Verbal warning or verbal reprimand
      - Written reprimand
      - Suspension (may be without pay)
      - Discharge
   3. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Discipline shall normally be progressive and corrective in nature. The district bears the burden of establishing the circumstances supporting departure from progressive discipline. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation, or issuing a counseling memorandum, which is considered instructional, not disciplinary.

4. Any teacher shall, upon request, be entitled to Association representation during Administrative meetings. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, unless necessity dictates immediate action. If, due to the unavailability of the employee and/or the building representative, a meeting to discuss the discipline has not been scheduled to be held within 5 workdays, the administrator may proceed with the discipline. The administrator involved may also have another administrator present at the meeting.
5. No materials resulting from any complaint or discipline will be placed in an individual's personnel file unless the teacher has had an opportunity to review the material and signed by the teacher that they have reviewed the material. Unsubstantiated complaints shall not be placed in the individual's personnel file.
6. Each individual shall have the right to review their personnel file in the presence of the Superintendent. A representative of the Association may be requested by either party to accompany the individual to such review.
7. Both parties agree that excessive absences can occur. If this occurs, excessive absence as defined in Article 9, C.2. discipline may be imposed.
8. If a FOIA request for an employee's personnel file is received, then the district will notify the employee and the Association that the FOIA request was received. The District will follow the MCL law for any removal of content. **MCL423.507** https://www.legislature.mi.gov/Laws/MCL?objectName=mcl-423-507
9. Any removal of personnel records, the District will follow the **MCL423.507** https://www.legislature.mi.gov/Laws/MCL?objectName=mcl-423-507

H. Teachers may be disciplined for a reason that is not arbitrary and capricious, which means that the district must provide a reasoned explanation for the disciplinary action that is supported by evidence.

I. The District shall offer Association representation during a meeting that could result in discipline. If an employee is offered representation and declines, they may request representation at any time.

J. The District may in its discretion investigate complaints submitted against a teacher. If the matter is investigated, the teacher will receive notice of the allegations against the teacher in an opportunity to respond to the allegations. If disciplinary action is taken, it must be in writing and retained in the teacher's personnel file. The teacher may attach and submit a rebuttal statement to the discipline; the complaint will not be put in the personnel file unless it is directly related to discipline.

K. The District will implement discipline that is proportionate to the seriousness of the misconduct. To ensure a fair process, an investigation into the alleged misconduct will occur. Mitigating and/ or extenuating circumstances will be taken into account. If requested, the employee may have union representation at any meeting. The employee will have an opportunity to respond to the allegation(s) before any discipline is issued. The final disciplinary decision will be supported by substantial and credible evidence. Furthermore, the discipline applied will generally follow a progressive approach, meaning it will be structured to address the nature of the misconduct and escalate, if necessary, while always maintaining a rational relationship to the established behavior. Unless a valid distinction justifies a higher penalty, a considerably stronger punishment shall not be issued against one employee than another known to have committed a substantially similar offense.

L. The time that has passed between any previous disciplinary actions will also be a factor in determining the appropriate response.

M. Discipline within and across buildings shall be consistently applied unless a reasoned explanation supports a different disciplinary action or no disciplinary action.

N. Any discipline can be appealed to the Superintendent. If the appeal to the Superintendent is unsatisfactory, then the teacher may apply the grievance procedure. Probationary teachers may only escalate the issue up to mediation. Tenured teachers may escalate the issue up to arbitration unless it falls under the Tenure Act.

ARTICLE 14 – EVALUATION PROCEDURE

A. The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and District Evaluation Procedures regarding the evaluation of teachers. The iObservation Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized up to Level 3 and only if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the District Evaluation Procedures must be mutually agreed upon between MVEA and the District.

B. Triennial Evaluations - Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated triennially.
   1. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.
   2. If concerns arise in teacher performance in a non-evaluation year, the principal may choose to complete a full evaluation of the teacher. In this case, the teacher and MVEA will be notified of the concerns before the beginning of the evaluation process.
   3. During the "off-year", teachers will not be required to do a self-evaluation, formal observations, and final rating for that school year as they are receiving an effective rating from their previous year.
   4. A teacher scheduled for evaluation will be notified by the second Friday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

C. Any teacher who is being considered for an IDP or non-renewal must have their end-of-the-year evaluation completed prior to April 30.

D. Observations cannot occur on the day preceding or following a scheduled break.

E. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "Minimally Effective," "Ineffective" prior to July 1, 2024, or "Needing Support," or "Developing" rating thereafter, and/or 1st-year teachers) shall be provided the following:

1. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
2. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.

3. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.2 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
4. A Mentor teacher will be informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

F. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.

G. Teacher Training - All new teachers to the district will receive training on the evaluation process and tool during their new teacher orientation. All teachers will be provided refreshers on the evaluation process and tool every fall.

H. Teacher Evaluation Process - Self-Assessment

1. **Professional Growth Plan (PGP)**: The teacher will have the following two (2) indicators as areas of focus: These focus areas will be the areas the teacher will target to improve their practice during their evaluation year. Teachers will use the Collaboration/Discussions in iObservation to identify the areas of focus and specify the action steps to be taken to improve. The PGP should be submitted to the administrator for review by the third Friday in October. Administrators will review and approve the PGP by the first Friday in November.
2. **Student Growth Goal (SGG)**: Each teacher will develop the SGG, which is focused on improving teaching and learning. Per state law, the SGG accounts for 20% of the overall evaluation. These goals will be written on the Google sheet and submitted to the building administrator for review by the third Friday in October, with administrator approval by the first Friday in November. Below are the components and directions for completing the student growth portion of the PGP.
3. **Student Growth for Specials, Elective, SE Teachers**: Some teachers will select a level of improvement in proficiency as related to their specialized area of teaching to improve student growth. The teacher may select the target level from those listed or specify their own with administrator approval.
4. **Observations:** The administrator, unless an outside evaluator is agreed upon, will conduct **at least two** observations of the teacher during the year, generally one per semester. Observations that will be part of the year-end evaluation will last a minimum of 15 minutes, preferably 20-40 minutes. At least one of the observations will be scheduled collaboratively with the teacher. The teacher shall provide a lesson plan 24 hours prior to the scheduled observation. The administrator should be able to see the components of the lesson during the observation or be able to ascertain the components via the teacher's agenda or online lesson planning tool. The expected lesson components are embedded in the iObservation tool.
5. **Observations/Pre/Post Conference Meeting and Feedback:** The administrator will provide feedback on the iObservation tool within fourteen (14) calendar days of the observation. The post-observation can be in person or electronic via iObservations/Pre/Post observation tool. Should a teacher choose the electronic meeting option, teachers must respond to the observations/pre-post conference within fourteen (14) days. The administrator will provide the final feedback within thirty (30) calendar days of the original observation.
6. **Mid-Year Progress Reporting:** The administrator will meet in person with any probationary teacher or any teacher rated less than effective by the evaluator by the

end of February to discuss the progress and learning around the teacher's areas of focus and what support or assistance the teacher may need to continue their growth in the areas of focus.

I. Rights of Tenured Teachers

1. A tenured teacher who is rated as "Needing Support" shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating with the district's superintendent. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. A meeting with the superintendent shall be held as soon as practicable.

b. A written response to the review meeting, including any modifications of the year-end performance rating, shall be provided to the teacher within thirty (30) calendar days after the meeting.

c. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

d. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

e. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming that the mediation will be scheduled as appropriate.

f. A tenured teacher who receives two (2) consecutive ratings of "Needing Support" may invoke the grievance procedure as outlined in Article 15.

ARTICLE 15 – GRIEVANCE PROCEDURE

A. A grievance shall be a claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written teacher personnel policies (only those board policies within the 3,000 series) directly applicable to wages, hours, or conditions of employment adopted by the Board and may be processed as a grievance as hereinafter provided:

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

a. The termination of services of or a failure to re-employ any probationary teacher;

b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule without good and sufficient reason;

c. Any subjective matter involving teacher evaluation;

d. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or dismissal).

B. The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

C. A grievance may be withdrawn at any level without prejudice or record.

D. In the judgment of the Association, if the grievance affects a group of teachers, the Association may reduce it to writing and process it at the Superintendent's level.

E. The term "days" as used herein shall mean days when school is in session, except that during summer months when school is not in session, the term "days" shall mean Monday through Friday, excluding holidays.

F. A written grievance shall contain the following:

1. It shall be signed by the grievant(s), or, if it affects the entire Association, by the Association representative; if a written reprimand is written, employee will be notified.

2. It shall be specific;

3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the sections or sub-sections of the Agreement alleged to have been violated;

5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.

G. A teacher or the Association, believing they have been wronged by an alleged violation as specified in Section A, shall orally discuss the grievance with the building Principal either personally or accompanied by an Association representative within 10 days of when he should have been reasonably expected to have knowledge of the alleged occurrence.

1. The teacher shall advise the Principal that the discussion does in fact deal with a grievance.

2. If the Association is not satisfied with the disposition of the grievance, or if no disposition is made within 10 days of the oral discussion of the grievance with the building Principal, the grievant may reduce the grievance to writing and submit it to the Principal within no less than 5 days nor more than 10 days.

3. Within 10 days of receipt of the written grievance, the Principal shall issue a written disposition of the grievance and shall furnish a copy to the grievant and the Association.

H. If the Association is not satisfied with the disposition of the grievance, or if no disposition is made, the Association shall present the grievance to the Superintendent no more than 10 days after receipt of the answer, or if no answer is received, within 10 days of the last date such answer should have been given. The Superintendent or designee shall meet with the grievant and/or Association representative regarding the grievance. The Superintendent shall issue a written disposition of the grievance within 10 days of such meeting; and shall furnish a copy thereof to the Association, the grievant and the building Principal, and place a copy of same in the central administration file.

I. If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made, the grievance may be submitted to binding arbitration. No later than fifteen working days after the meeting with the Superintendent, the

party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within 10 working days to mutually select an arbitrator.

If the parties are unable to mutually select an arbitrator, the party choosing arbitration shall file within 10 days of the attempt to select and no more than twenty days after receipt of the Superintendent's answer a "Voluntary Labor Arbitration Demand" form with the regional office of the American Arbitration Association. Thereafter, selection of an arbitrator shall be in accordance with the Association's rules and procedures.

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

J. The following provisions apply:

1. Neither the Board nor the Association shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.

2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.
3. The decision of the arbitrator shall be final and binding upon the parties' subject to the right of either party to judicial review.

4. Should the Board challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.

5. The arbitrator shall interpret state and federal law only to the extent that he finds they affect the grievance on which he has been asked to rule. He shall cause to be changed only those rules and policies or actions of the Board, which he finds inconsistent with the negotiated Master Agreement.

6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative or representatives are to be at their assigned duty stations.

7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.

ARTICLE 16 – NEGOTIATION PROCEDURES

A. In any negotiations between the parties, neither shall have any control over the selection of the bargaining representatives of the other. Each party may select its representatives from within or

outside the school district. The parties mutually pledge that such representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations subject only to final ratification of the parties.

B. Matters not specifically covered by the Agreement, but of common concern to the parties, may be subject to negotiations upon mutual agreement of the parties.

C. The Association shall designate Association Representatives.

D. Before February 1, 2029 of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a new contractual agreement.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

A. The Board shall maintain a system for hiring substitute teachers.

B. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual teacher contract.

C. The provisions of the Master Agreement shall be incorporated into and considered part of Board Policy.

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

E. There shall be 3 signed copies of the Agreement, one of which shall be retained by the Board, one copy by the Association, and one by the Superintendent.

F. It is understood and agreed that extra-curricular and supervisory assignments shall not be subject to the Michigan Statutes pertaining to teacher tenure.

G. No bargaining unit member will be asked to distribute or administer medication to any student without proper training and a proper witness.

ARTICLE 18 – SCHOOL CALENDAR

A. The parties agree that the school calendar is negotiable including the length of the school year. It is further agreed that the calendar shall be negotiated to correspond with the duration of the Agreement.

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

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

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

ARTICLE 19 - CONTRACTS

A. Probationary and tenure curricular contracts shall be issued by October 1 or within thirty calendar days of ratification of this contract, whichever is later. Any teacher employed after the ratification of this contract shall be issued said contract within thirty calendar days of employment.

B. Contracts are to be returned within twenty calendar days from the date of issuance. If a teacher fails to return the contract within the specified time limit, or receives an extension from the Superintendent, he shall be subject to progressive discipline procedures.

ARTICLE 20 – PROFESSIONAL COMPENSATION

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

B. The salary schedule is based upon a normal weekly teaching load, as herein defined by the accepted school calendar, including teacher meetings and parent-teacher conferences scheduled outside of the normal regular school hours. A teacher teaching beyond the normal weekly teaching load will be compensated by pro-rating their salary accordingly. Appendix E-1 will be used for pro-ration purposes.

C. Teachers who are under contract with the Board shall receive compensation for Schedule B and Schedule C activities as stated in Appendices B-2 and B-3.

D. All teachers may be given up to 9 years of credit on the salary schedule for teaching experience outside of the Maple Valley Schools.

1. Credit for experience beyond 9 years may be granted by the Board.

2. 2 years' credit on the salary schedule shall be granted for active military service. Said credit may be included as part of the 9 years' allowance. Military service must be after a time when the teacher earned a Provisional Teaching Certificate and had been employed on a full time teaching basis for a minimum of 1 year at Maple Valley.

E. Increments shall become effective at the beginning of each school year.

F. A teacher who acquires additional hours and/or degrees as designated in Appendix B-1 shall be advanced on the salary schedule at the next pay period provided they have presented proper evidence of such additional hours and/or degrees at least 1 week prior to the beginning of each

semester. A college transcript or a letter from the course instructor or the college registrar's office shall constitute proper evidence.

G. Teachers who are required in the course of their work to drive their personal automobiles on school business will be compensated at the IRS rate [or according to Board policy when the trip exceeds 125 miles from school.] Teachers who prefers to drive their personal automobile when a school vehicle is available will not receive this car allowance. Approval of requests for such trips and use of the school vehicles shall be determined by the Superintendent (or Superintendent Representative). Whenever possible, arrangements should be made with teachers from area schools to travel together and share travel expenses. Only 1 employee of the Maple Valley Schools shall be allowed mileage compensation for driving to a convention when more than 1 person from Maple Valley is in attendance.

H. Should teachers assume an extra class period assignment or work during planning period, duty-free lunch or before/after normal school day, they shall receive additional compensation at the rate of $30.00 per hour upon request.

1. When teachers substitute for less than thirty minutes, they shall be compensated at 1/2 the rate specified above. When teachers substitute for thirty minutes or more, they shall be compensated at the full rate.

2. Extra pay compensation accruing under this Article shall be remitted in the pay period following the time when the additional work occurs providing a proper request for payment has been made.

I. Compensation shall be delivered via electronic direct deposit.

J. Teachers shall have the option of receiving salary in 21or 26 biweekly pays under new IRS rules this is a one-time only annual decision made at the beginning of each year. Individuals on the 26 pay schedule will receive a 27th pay for the calendar correction years. This occurs roughly every 11 years.

K. Annual PTO/Sick Incentive – SEE APPENDIX I-1

ARTICLE 21 - EARNED BENEFITS

A. The Board will make contributions equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted to health insurance policies of the MVEA's choice for all full-time employees (See Appendix F-1). The payments will be pro-rated for eligible part time employees who are one-half time or more who complete their contractual obligation to obtain insurance coverage for a full 12-month period.

B. The district will fund the insurance deductible into a Health Savings Account (HSA) quarterly in January, April, July and October.

a. If an employee does not fulfill their contract year, the HSA contribution shall be pro-rated and contributions in excess of what has accrued shall be deducted from the employee's final check. If the amount of the final check is insufficient to reimburse the district, then the district may take action to collect the HSA contribution in excess of what has been earned.

b. Employees meeting their deductible before it has fully accrued shall receive the full amount of the contribution deposited into their HSA account upon an email request to the Payroll Department at Central Office.

C. District contributions toward Long term disability insurance, dental insurance, vision insurance and life insurance premiums will amount to 85% of the cost of those policies.

D. Bargaining unit members electing to receive health, dental, vision, and or long-term disability insurance shall have shared premium amounts deducted through the District's Flexible Benefits Plan including Flexible Spending Accounts for members.

E. Payroll deduction shall be available for all programs.

F. No insurance subsidy will be paid to an individual to cover costs of a policy written by a company other than the carrier of the school group policy. The individual must be part of the total group covered and not sign an individual policyholder form.

G. Employees who work less than full time and half time or more shall receive a pro-rated share of fringe benefits. Such benefits shall be continued until the employee has received the pro-rata portion of the twelve-month insurance year earned as of the last day of employment, i.e., the number of calendar days divided by the number of teacher days equals the number of calendar days of fringe benefit coverage for each day worked and/or paid.

H. Employee Earned Benefits will continue for 12 months including through the end of the month the benefit was originally initiated, provided the employee has worked for the entire school year. In cases where an employee does not work a full school year their Employee Earned Benefits will be pro-rated based on the number of days the employee worked that school year.

I. The Board will not contribute toward the cost of health care insurance for a teacher on an unpaid leave of absence, except as provided in Section F of this Article and Sections B and H of Article 11 (Unpaid Leaves of Absence).

ARTICLE 22 – LEAST RESTRICTIVE ENVIRONMENT & MEDICALLY FRAGILE STUDENTS

A. The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).

B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member, except a school nurse, shall be required to provide school health services for any student except in an emergency situation.

C. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures. The Employer shall pay all costs in connection with the training.

D. For the purposes of this Article, the term "school health services," shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

ARTICLE 23 – MENTOR TEACHERS

A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor shall be a tenured member of the bargaining unit. If one is not available, another non-tenured teacher may be assigned. E.g. A tenured teacher in another district, recently hired on a one-year probationary status at MV who meets the definition of a master teacher.

B. Each bargaining unit member in their first 3 years in the public schools shall be assigned a mentor teacher by the Superintendent or their designee. The mentor teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.

C. A mentor teacher shall be assigned in accordance with the following:

1. The mentor shall be a tenured member of the bargaining unit;
2. Participation as a mentor teacher shall be voluntary;
3. The Board shall immediately notify the Association when a mentor teacher is matched with a bargaining unit member (mentee). The assignment of the mentor teacher shall be finalized by the Administration within 10 workdays of the knowledge that a mentor teacher is needed;
4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification;
5. A mentee shall be assigned to only one mentor teacher at a time;
6. A mentor teacher may have up to two mentees;
7. The mentor teacher assignment shall be for one year, subject to review by the mentor teacher and mentee after 6 months. The appointment may be renewed in succeeding years;
8. If no tenured member of the bargaining unit agrees to take a mentee assignment, the Board may seek a mentor teacher outside of the bargaining unit in consultation with the Association.

D. The Board and Association agree the relationship shall be confidential between the mentor and mentee. It shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee; because the purpose of the mentor-mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction.

1. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

E. Upon request, the administration shall make available reasonable release time so the mentor teacher may work with their mentee during the regular workday with mutual agreement between the Administration and the mentor. Where possible, the mentor teacher and mentee shall be assigned common preparation time.

F. Mentees shall be provided with a minimum of 15 days of professional development during their first 3 years of classroom teaching.

G. Each mentor teacher shall be compensated at the rate of $750 per mentee.

ARTICLE 24 – DURATION OF AGREEMENT

This Agreement shall be effective as of the date of ratification by the Board and shall continue in effect through June 30, 2029. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

All negotiated changes in language shall become effective upon ratification of this Agreement by both parties with the exception of Appendix A-1 (calendars shall be effective for the years named).

FOR MAPLE VALLEY BOARD OF EDUCATION

Signature 9/15/26 Date

Signature 9.15.26 Date

FOR MAPLE VALLEY EDUCATION ASSOCIATION, ECEA/MEA/NEA

Signature 9-15-26 Date

Signature 9/15/2026 Date

APPENDIX B-1: SALARY SCHEDULE

2026-27	1.01				
STEP	BA	BA+20	MA	MA+20	Spec
1	~~$ 40,334~~	~~$ 41,858~~	~~$ 43,321~~	~~$ 44,777~~	~~$ 46,239~~
2	$ 41,382	$ 42,947	$ 44,447	$ 45,942	$ 47,442
3	$ 42,458	$ 44,064	$ 45,603	$ 47,136	$ 48,675
4	$ 43,562	$ 45,208	$ 46,788	$ 48,362	$ 49,941
5	$ 44,695	$ 46,384	$ 48,005	$ 49,619	$ 51,239
6	$ 45,857	$ 47,591	$ 49,253	$ 50,910	$ 52,571
7	$ 47,049	$ 48,827	$ 50,534	$ 52,233	$ 53,938
8	$ 48,272	$ 50,097	$ 51,848	$ 53,591	$ 55,340
9	$ 49,528	$ 51,400	$ 53,196	$ 54,984	$ 56,780
10	$ 50,815	$ 52,736	$ 54,578	$ 56,414	$ 58,255
11	$ 52,137	$ 54,107	$ 55,997	$ 57,881	$ 59,771
12	$ 53,493	$ 55,514	$ 57,454	$ 59,386	$ 61,325
13	$ 54,883	$ 56,957	$ 58,948	$ 60,930	$ 62,918
14	$ 56,310	$ 58,439	$ 60,480	$ 62,514	$ 64,555
15	$ 57,774	$ 59,957	$ 62,052	$ 64,140	$ 66,233
16	$ 59,277	$ 61,517	$ 63,666	$ 65,808	$ 67,955
17	$ 60,818	$ 63,116	$ 65,321	$ 67,518	$ 69,722
18	$ 62,399	$ 64,756	$ 67,020	$ 69,274	$ 71,535
19	$ 64,021	$ 66,440	$ 68,762	$ 71,075	$ 73,394
20	$ 65,686	$ 68,168	$ 70,550	$ 72,923	$ 75,303
21	$ 69,186	$ 71,668	$ 74,050	$ 76,423	$ 78,803

*Reopener in 2027-28 and 2028-29 for Finance only

APPENDIX B-2: SCHEDULE B – ACADEMIC SUPPORT

Amounts are annually based, unless otherwise noted. Administration will have a mid-year responsibility check in with staff, if they are not completing tasks, notice and expectation of improvement will be noted. At the conclusion of the responsibility or the end of the school year, staff in Schedule B positions will be evaluated through a process in which they share
evidence of completion of their delineated duties. Failure to complete duties fully will result in a proration of their compensation to be determined by the administration and Union Leadership. Negligence in completion of duties will be considered prior to assignment of future duties.

CO-CURRICULAR POSITIONS

HS BAND DIRECTOR	$4,000.00**
MS BAND DIRECTOR	$1,500.00**
FFA ADVISOR	$4,500.00
SUMMER AGRISCIENCE	$4,500.00
HIGH SCHOOL VOCAL	$3,000.00
ELEMENTARY GRADE LEVEL LEADERS	$ 500.00 ea.
HOMEBOUND/FAPE	$ 700.00 (additional hours)
ELEMENTARY MUSIC	$ 250.00 (per activity, up to 4 per year)
WIDA/ELL	$1,500.00

WOODS/SAWMILL Wood Account)	$2,500.00 ($1,000.00 MVS/$1,500.00
YEARBOOK ADVISOR	$1,800.00

Longevity for Co-Curricular positions based on experience in position:

5-8 Years:	9-12 Years:	12+ Years:
$250.00	$350.00	$450.00

the staff will have the choice to have the above stipend paid in a lump sum, quarterly or throughout the number of pays they choose.

NON-CURRICULAR POSITIONS

PLAY DIRECTOR	$1,250.00
MUSICAL PLAY DIRECTOR	$2,000.00
NATIONAL HONOR SOCIETY	$1,500.00
INTERNATIONAL CLUB /FOREIGN LANGUAGE	$ 500.00
ODYSSEY OF THE MIND (2)	$ 750.00
CHESS CLUB	$ 500.00
DECA	$2,000.00
PALS (2)	$ 500.00
BOOK CLUB	$ 750.00
BOOK FAIR (1-Fuller, 1-Maplewood)	$ 500.00
COLLEGE BOARD ACCOMEDATIONS	$ 500.00

***Robotics Grant Funded – High School and Middle School Program is based on grant funded*

OTHER ACADEMIC SUPPORT

LEAD TEACHER (2-Elementary)	$1,000.00 ea. (PD as appropriate)
GRADE LEVEL CHAIRS	$ 750.00 ea.
CLASS ADVISORS	
Freshman (2)	$ 350.00 ea.
Sophomores (2)	$ 350.00 ea.
Juniors (2)	$ 800.00 ea.
Seniors (2)	$1,000.00 ea.
Junior High Student Council/Pride (2)	$1,100.00 ea.
Senior High Student Council	$ 1,500.00
DEPARTMENT CHAIRS	
Secondary Math	$ 750.00 ea.
Secondary Social Studies	$ 750.00 ea.
Secondary Science	$ 750.00 ea.
Secondary English	$ 750.00 ea.
Career Tech Education	$ 750.00 ea.
MENTOR TEACHERS	$ 750.00 ea.

MICIP TEAM /DISTRICT LEADERSHIP	$1,250.00 ea.
SCHOOL LEADERSHIP TEAM	$ 300.00 ea.
PATHWAYS LEAD TEACHER	$6,500.00**

Note: In the event of an unanticipated crises (pandemics, weather emergencies) of cancellation from running a full school year, such salaries shall be pro-rated for that portion of the season worked.

APPENDIX B-3: SCHEDULE C – ATHLETICS

Teachers will be given consideration for all extra-curricular openings.

FOOTBALL	
Head Varsity	11.0%
Assistant Varsity	7.0%
Assistant Varsity	7.0%
Head Junior Varsity	7.0%
Assistant Junior Varsity	6.0%
BASKETBALL	
Head Varsity	11.0%
Assistant Varsity	7.0%
Junior Varsity	7.0%
Eighth Grade	5.0%
Seventh Grade	5.0%
WRESTLING	
Varsity	11.0%
Junior Varsity/Assistant	7.0%
BASEBALL/SOFTBALL	
Varsity	9.0%
Junior Varsity	7.0%
TRACK	
Varsity	9.0%
Junior High (Boys and girls combined)	5.0%
Assistant Junior High (Boys and girls combined)	4.0%
GIRLS VOLLEYBALL	
Varsity	9.0%
Junior Varsity	6.0%
8th Grade	4.0%
7th Grade	4.0%
VARSITY GOLF	7.0%
CROSS COUNTRY	
High School	6.0%
Junior High	4.0%
BIGGER, FASTER, STRONGER	
Coordinator	5.0% Quarterly (including summer)
SOCCER	
Boys	9.0%
Girls	9.0%

CHEERLEADING	
Varsity Sideline	5.0%
Junior Varsity/Assistant Sideline	3.0%
High School Competitive	6.0%
Junior High Competitive	3.0%

NOTE: In the event that an unanticipated crises (pandemics, weather emergencies) preclude any sports program or extra-curricular activity from running a full season, such salaries shall be pro-rated for that portion of the season worked.

Persons employed in Schedule C Positions who are not MVEA Bargaining Units will receive the appropriate percentages above based on the BA Step 1.

Coach's pay for all seasons will be paid as one payroll run after the season ends. Seasons are Spring, Summer, Fall and Winter. All equipment will need to be turned in and each coach evaluated. Athletic Director will approve payment once everything is completed.

Longevity for Coaching positions based on experience in position:

5-8 Years:	9-12 Years:	12+ Years:
$250.00	$350.00	$450.00

Note: All coaches who are not MV employees shall be paid through Edustaff.

APPENDIX C-1: PROCEDURE FOR JOINT DONATED PTO FOR EXTRAORDINARY NEEDS

The Maple Valley Schools (MVS) and the Maple Valley Education Association (MVEA) mutually agree to the following:

1. MVEA members facing the need for PTO leave for a personal or family medical crisis that are on the verge (pay period prior to) of exhausting their PTO leave balance can request through the MVS to have PTO leave donated by fellow members to negate the disruption of their pay during the extraordinary need period.

2. MVEA members with a positive PTO balance may voluntarily contribute one or more PTO days to a fellow member who is in need of PTO for extraordinary needs.

3. The Joint Donated PTO for Extraordinary Needs Form (attached) identifies the recipient, the donors, and the number of PTO days that are being donated as well as includes an authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated PTO balance as used. PTO being donated can only be donated within a bargaining unit.

4. PTO Days being donated will be counted as a full day even if the donors' day is less than a full day. A PTO day is a PTO day.

5. No member who has been approved to receive donated PTO may receive contributions of more than 90 PTO days to implement Long Term Disability Income protection.

6. A member who receives donated PTO is under no obligation to repay the days that may be credited to their personal balance.

7. The parties agree that a member's request will be reviewed by a Joint MVS/MVEA Committee (2 members each), who will approve or disapprove the request. Ties in voting will be broken by a Superintendent vote. The Joint Committee will provide administrative guidance on handling donated PTO for extraordinary needs.

Joint Donated PTO for Extraordinary Needs Form

We authorize the Maple Valley Schools (MVS) to deduct the identified number of PTO days from my accumulated PTO balance to be assigned to _____ as outlined in Appendix C-1: Procedure for Joint Donated PTO for Extraordinary Needs, in the Collective Bargaining Agreement.

Name	Signature	Number of Days

APPENDIX D-1: EMPLOYEE'S WARNING RECORD

MAPLE VALLEY SCHOOLS
EMPLOYEE'S WARNING RECORD

EMPLOYEE'S NAME: _____ **DATE:** _____

DEPARTMENT: _____

SUPERVISOR'S NAME: _____

DATE OF VIOLATION: _____ **TIME OF VIOLATION:** _____

NATURE OF VIOLATION: _____

STEP OF DISCIPLINARY ACTION:

_____ **COUNSELED**

_____ **VERBAL WARNING**

_____ **WRITTEN WARNING**

_____ **SUSPENSION (without pay)**

_____ **TERMINATION**

DATE OF PREVIOUS WARNING: _____ **WHAT STEP:** _____

EMPLOYER REMARKS: _____

EMPLOYEE'S REMARKS: _____

My signature below is verification that I have received documentation of this written warning. It does not necessarily indicate agreement. I understand that I have 10 days to submit a rebuttal for attachment to this document.

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

SUPERVISOR'S SIGNATURE: _____ **DATE:** _____

CONFIDENTIAL: CC: Personnel files

APPENDIX E-1: FTE FOR PLANNING TIME CALCULATION

Planning Time Calculation
Elementary Example:
180 x 6.50 x 60 (hour minutes) -= 70,200 minutes per year
Employee Salary ($58,970) divided by 70,200 = .84 cents per minute
165 (Planning time per elementary) divided by 5 days = 33 minutes per day
33 minutes per day x .84 cents per day = $27.72 per day
$27.72 x 180 days = $4,989.60

Jr. Sr High Example:
180 x 6.50 x 60 (hour minutes) = 70,200 minutes per year
Employee Salary ($61,903.00) divided by 70,200 = .88 cents per minute
120 (Planning time per elementary) divided by 5 days = 24 minutes per day
24 minutes per day x .88 cents per day = $21.12 per day
$21.12 x 180 days = $3,801.60

ADDENDUM A-2:
INSURANCE DECLARATION

APPENDIX G-1 CLASS SIZE OVERAGE CALCULATION

CLASS SIZE OVERAGE CALCULATION

[redacted]	MAXIMUM NUMBER	ABSOLUTE MAXIMUM	NUMBER OF STUDENTS OVER MAXIMUM			
GRADES	OF STUDENTS	NUMBER OF STUDENTS	1	2	3	4
Y5-1st	21	23 (25)	22	23	24	25
2nd	24	28	25	26	27	28
3rd-6th	29	32	30	31	32	N/A
7th-12th	30	34	31	32	33	34
COMPENSATION PER DAY	[redacted]		$ 5	$ 10	$ 15	$ 20

If no staff can be found one week prior to the start of a school year, the absolute max in Y5-1st would be 25. If a teacher can be found absolute max would be 23.

Administration will work to maintain balanced loads across the chart for classrooms at the absolute max. The district will make every effort to hire a qualified Paraprofessional to assist the teacher in graded Y5-1st if the absolute max is necessary.

*Does not apply to Band, Choir and PE
**Payment of $5.00 per student/per hour or a maximum $20.00 per day in grades 7-12
***YK-6/Self Contained Classrooms, $20.00 per day for 1&2 students over, $20.00 additional for 3&4 students over max.
****At the beginning of the scheduled semester, class sizes may exceed the maximums, while enrollment stabilizes, without compensation, until the 11th school day of the scheduled semester. Teachers are responsible for keeping track of school days with extra students.

The following CTE Classes shall be limited to Woods 25, Construction 18, and Agriculture 27

APPENDIX H-1 PROFESSIONAL LEARNING CONFERENCE REQUEST PROCEDURE

1.Complete the Conference Request Form as soon as possible, but no later than 3 weeks prior to your conference. Note that it must be signed by your supervisor (usually building principal), then submitted to Central Office.

a. Central Office will send you a copy of the Conference Request Form upon approval. ***The form must be kept and resubmitted for reimbursement after your trip.***
b. You have 30 days after the trip to complete the Conference Report Form. This form is a Google Form and your building principal will automatically be notified when you complete it.

2. CRITERIA FOR APPROVAL OF REQUESTS FOR TRAVEL
   a. Preference will be given to applicants who:
      i. Explain how their request relates directly to district/school improvement plan.
      ii. Have important District-wide or building responsibilities in the areas addressed by the conference.
      iii. State clearly how the District will benefit, how they will benefit, how students will benefit, and how they will disseminate the information.
      iv. Have been asked to be on the program or who hold an office in the professional organization.
      v. Have demonstrated ability to communicate previous learning to other staff members and to utilize new ideas in the classroom.
      vi. Have not been financed for conference attendance recently.
      vii. Are willing to attend conferences on non-school days, including summer.
   b. Requests must be submitted at least 21 days prior to the date of the conference for approval.
   c. Other considerations include:
      i. The cost of the conference to the District.
      ii. The amount remaining in the travel account.
      iii. The number of requests from the same building, level, or subject area.
      iv. The cost of bringing a consultant to the District on the same topic.
   d. Special consideration may be given to employees who volunteer to pay all or part of their expenses.

3. GUIDELINES FOR REIMBURSEMENT
   a. Transportation:
      i. Mileage from school to destination (shortest route) for driver only at current government rate.
      ii. Round-trip coach airfare, bus fare, train fare or other mode of transportation.
      iii. Day before travel is acceptable only for early morning conferences and must be preapproved by Central Office.
      iv. Please make an effort to carpool if multiple staff members are attending.
   b. Per Day: Maximum food/drink reimbursement recommended per meal: dinner $25, lunch $10, breakfast $10. No reimbursement for meals included in registration. Submit ALL **original** receipts with **original** signed Conference Request Form within 30 days. Funds will be reimbursed for **preapproved** amounts only.
   c. Registration Fees: The District will pay only the member rate, but not memberships.
   d. Day Trips: Transportation will be paid according to the above guidelines, plus registration at the member rate and reasonable reimbursement for meals.
   e. Overnight Trips: (Usually locations at least 100 miles from the District)
      i. Transportation will be paid according to the above guidelines.
      ii. Registration fees paid at the member rate.
      iii. Lodging fees paid at reasonable rate including taxes. Payment should be pre-arranged using credit card or check from Central Office.

Appendix I-1 – Annual PTO/Sick Incentive

The following absence reasons will not be used against the PTO/Sick leave for the Annual Incentive

- Time necessary for appropriate professional representatives to attend conferences and other activities recommended by the Association and approved by the Building Administrator or Superintendent.
- Attendance at approved educational conferences.
- All other absences which are in the course of school business and having approval of the administration.
- Teachers will notify their building administrator upon discovery that an absence is required. Absences will be applied for in writing.
- Jury Duty
- Court related school absences (not personal court related)

Upon approval the Teacher will enter the absence in the Absence Program and enter the time off with the absence code as "administrative, athletic event, conference, field trip, IEP(s), jury duty, or professional development,

APPENDIX J, PAGES 1-3 - CALENDAR

*Pending legislation regarding professional development impact on student hours and days, we will reopen negotiations within ten (10) business days of the finalized legislation to consider alternative calendar options to accommodate any new legislative allowances.

MAPLE VALLEY SCHOOLS 2026-27

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
July 2026						
		1	2	3	0	0
6	7	8	9	10	0	0
13	14	15	16	17	0	0
20	21	22	23	24	0	0
27	28	29	30	31	0	0
August 2026						
3	4	5	6	7		0
10	11	12	13	14	0	0
17	18	19	20 PD *	21 PD	0	2
24 Half	25 Half	26	27	28	5	5
31					1	1
September 2026						
	1	2	3	4 NO SCH	3	3
7 LD	8	9	10	11	4	4
14	15	16	17	18	5	5
21	22	23	24	25 DATA	4	5
28	29	30			3	3
October 2026						
			1	2	2	2
5	6	7 **	8**	9 Half	5	5
12	13	14	15	16	5	5
19	20	21	22	23	5	5
26	27	28	29	30 Half	5	5
November 2026						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25 NO SC	26 Thanks	27 giving	2	2
30					1	1
December 2026						
	1	2	3	4	4	4
7	8	9	10	11	5	5
14	15	16	17Half/Exms	18Half/Exms	5	5
21 Hol	22 id	23 ay	24 Chr. Eve	25 Chr.	0	0
28 Br	29 ea	30 k	31 NY Eve		0	0
January 2027						
				1 New Yr	0	0
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18 PD	19	20	21	22	4	5
25	26	27	28	29	5	5

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
February 2027						
1	2	3	4	5	5	5
8	9	10	11	12 Half	5	5
15 PRES	16	17	18	19	4	4
22	23	24	25	26	5	5
					0	0
March 2027						
1	2	3	4	5	5	5
8	9	10**	11**	12 Half	5	5
15 DATA	16	17	18	19	4	5
22	23	24	25	26 Good I	4	4
29 SPRI	30 NG	31 BR			0	0
April 2027						
			1 EA	2 K	0	0
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23 Half	5	5
26	27	28	29	30	5	5
May 2027						
3	4	5	6	7	5	5
10	11	12	13	14	5	5
17	18	19	20	21	5	5
24	25	26	27 Half/Exm	28 Half/Exm	5	5
31 Mem.					0	0
June 2027						
	1	2	3	4	0	0
7	8	9	10	11	0	0
14	15	16	17	18	0	0
21	22	23	24	25	0	0
28	29	30				

PD DAYS (6.0)	5	29.5		
HALF DAYS (3.67)	11	40.37	Half	Full Day
FULL DAYS (6.5)	160	1040.00	Prof Dev	No School
EARLY RELEASE (4.5	4	18.00	Pathways	Holiday
STUDENT TOTALS	180	1127.87		

STAFF DAYS	DAYS	HOURS	Sem 1	8/24-12/18
INSTR Days (6.5)	160	1040	# Days	79
PD Days (6.0)	5	29.5	Sem 2	1/04-5/28
PD/PLC (6.5)	4	26	# Days	96
HALF DAYS (3.67)	11	40.37		
	180	1135.87		

*Back to School Open Houses

**Parent/Teacher Conferences

Board Approved 2.23.26

MVEA APPROVED 2.05.26

MAPLE VALLEY SCHOOLS
2027-2028

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
July 2027						
			1	2	0	0
5	6	7	8	9	0	0
12	13	14	15	16	0	0
19	20	21	22	23	0	0
26	27	28	29	30	0	0
August 2027						
2	3	4	5	6		0
9	10	11	12	13	0	0
16	17	18	19 *	20	0	0
23 Half	24 Half	25	26	27	5	5
30	31				2	2
September 2027						
		1	2	3 NO SCH	2	2
6LD	7	8	9	10	4	4
13	14	15	16	17	5	5
20	21	22	23	24 DATA	4	5
27	28	29	30		4	4
October 2027						
				1	1	1
4	5	6 **	7**	8 Half	5	5
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29 Half	5	5
November 2027						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16	17	18	19	5	5
22	23	24 Half	25 Thanks	26 giving	3	3
29	30				2	2
December 2027						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16 Half	17 Half	5	5
20 H	21 OL	22 ID	22 AY	24	0	0
27 Br	28 e	29 A	30 k	31	0	0
January 2028						
3	4	5	6	7	5	5
10	11	12	13	14	5	5
17 PD	18	19	20	21	4	5
24	25	26	27	28	5	5
31					1	1

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
February 2028						
	1	2	3	4	4	4
7	8	9	10	11	5	5
14	15	16	17	18 Half	5	5
21PRES	22	23	24	25	4	4
28	29				2	2
March 2028						
		1	2	3	3	3
6	7	8 **	9 **	10 Half	5	5
13 DATA	14	15	16	17	4	4
20	21	22	23	24 SP	4	4
27 RI	28 NG	29 BR	30 E	31 AK	0	0
April 2028						
3	4	5	6	7	5	5
10	11	12	13	14 Good Fri	4	4
17	18	19	20	21	5	5
24	25	26	27	28 Half	5	5
					0	0
May 2028						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16	17	18	19	5	5
22	23	24	25 Half	26 Half	5	5
29 Mem.	30	31			0	0
June 2028						
			1	2	0	0
3	4	5	6	7	0	0
10	11	12	13	14	0	0
17	18	19	20	21	0	0
24	25	26	27	28		

PD DAYS (6.0)	5	30
HALF DAYS (3.67)	12	44.04
FULL DAYS (6.5)	159	1033.50
EARLY RELEASE (4.5)	4	18.00
STUDENT TOTALS	180	1125.54

Half	Full Day
Prof Dev	No School
Pathways	Holiday

STAFF DAYS	DAYS	HOURS
INSTR Days (6.5)	159	1033.5
PD Days (6.0)	5	30
PD/PLC (6.5)	4	26
HALF DAYS (3.67)	12	44.04
	180	1133.54

Sem 1	8/23-12/17
# Days	80
Sem 2	1/03-5/26
# Days	95

***Back to School Open Houses**
****Parent/Teacher Conferences**

Board Approved 2.23.26

MVEA APPROVED 2.05.26

180 DAYS
1090 HOURS

MAPLE VALLEY SCHOOLS
2028-2029

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
July 2028						
3	4	5	6	7	0	0
10	11	12	13	14	0	0
17	18	19	20	21	0	0
24	25	26	27	28	0	0
31					0	0
August 2028						
	1	2	3	4		0
7	8	9	10	11	0	0
14	15	16	17 * PD	18 PD	0	0
21 HALF	22 HALF	23	24	25	5	5
28	29	30	31		4	4
September 2028						
				1 NO SCHL	0	0
4LD	5	6	7	8	4	4
11	12	13	14	15	5	5
18	19	20	21	22 DATA	4	5
25	26	27	28	29	5	5
October 2028						
2	3	4	5	6	5	5
9	10	11 **	12 **	13 Half	5	5
16	17	18	19	20	5	5
23	24	25	26	27	5	5
30	31 Half				2	2
November 2028						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22 NO SCL	23 Thanks	24 giving	2	2
27	28	29	30		4	4
December 2028						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18	19	20	21 Half	22 Half	5	5
25 Hol	26 i	27 da	28 y	29 Br	0	0
January 2029						
1 NW YR	2 e	3 a	4 k	5	0	0
8	9	10	11	12	5	5
15 PD	16	17	18	19	4	5
22	23	24	25	26	5	5
29	30	31			3	3

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days
February 2029						
			1	2	2	2
5	6	7	8	9	5	5
12	13	14	15	16 Half	5	5
19PRES	20	21	22	23	4	4
26	27	28			3	3
March 2029						
			1	2	2	2
5	6	7**	8**	9 Half	5	5
12 DATA	13	14	15	16	4	5
19	20	21	22	23 No Schl	4	4
26 spri	27 ng	28 Br	29 ea	30 k	0	0
April 2029						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25	26	27 Half	5	5
30					1	1
May 2029						
	1	2	3	4	4	4
7	8	9	10	11	5	5
14	15	16	17	18	5	5
21	22	23	24 Half	25 Half	5	5
28 Mem.	29	30	31		0	0
June 2029						
				1	0	0
4	5	6	7	8	0	0
11	12	13	14	15	0	0
18	19	20	21	22	0	0
25	26	27	28	29		

PD DAYS (6.0)	5	28
HALF DAYS (3.67)	11	40.37
FULL DAYS (6.5)	160	1040.00
EARLY RELEASE (4.5)	4	18.00
STUDENT TOTALS	180	1126.37

Half	Full Day
Prof Dev	No School
Pathways	Holiday

STAFF DAYS	DAYS	HOURS	Sem 1	8/21-12/22
INSTR Days (6.5)	160	1040	# Days	84
PD Days (6.0)	5	30	Sem 2	1/08-5/25
PD/PLC (6.5)	4	26	# Days	91
HALF DAYS (3.67)	11	40.37		
	180	1136.37		

*Back to School Open Houses
**Parent/Teacher Conferences

Board Approved 2.23.26

MVEA APPROVED 2.05.26