MASTER AGREEMENT

BETWEEN

MAYVILLE COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

MAYVILLE EDUCATION ASSOCIATION TCBA/MEA/NEA

2024-2027

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PREAMBLE

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

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

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

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

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Tri-County Bargaining Association (T.C.B.A.), MEA-NEA, hereinafter called the Association, as the exclusive bargaining representative, to the extent required by Act 379, Public Acts of 1965 for all certificated (permit) professional personnel under contract, including classroom teachers, guidance counselors, librarians, school social worker, and supplemental teaching personnel receiving more than half of their total compensation from the school for the performance of these duties. Excluded are non-certificated employees, substitutes, and principals and assistant principals who officially evaluate teachers as described in Article XIV, Paragraph A.

B. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining or negotiating unit as above defined, the references to male teachers shall include female teachers.

ARTICLE II - TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join, and support

the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher by reason of the teacher's membership in the Association, participation in activities of the Association, collective professional negotiations with the Board, or initiation of any grievance, complaint, or proceeding under this Agreement and current law MCL 423.209.

B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and to the extent required by law, no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
C. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex marital status, or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE III - ASSOCIATION RIGHTS

A. The Mayville Education Association and its officers shall have the right to schedule the reasonable use of school buildings at all reasonable hours for local Association business, provided that such use does not interfere or conflict with regular school functions, student activities, or pre-scheduled uses. When special custodial service is required, the Board may charge current custodial wages to the Association. No charge shall be made for the use of school rooms after the commencement of the regular custodian's first shift starting time, nor until after 9 p.m. Room reservations shall be cleared with the building administrator at least 2 workdays in advance of intended use.

   One bulletin board in each building shall be provided for association use. Public address systems shall be made available to the Association and its members for their reasonable use. All articles submitted for announcement or posting will have the letterhead of the Association and prior inspection (not approval) of the building principal.
B. The Board agrees to furnish to the Association, in response to requests in writing, all available information concerning the financial resources of the District including but not

limited to the approved budgets and the annual audits. The Superintendent shall give to the Association proposed budgets after they are reviewed by the Board. Information of the Board negotiation strategy and tactics is specifically excluded. Original records are to be examined only in the Business Office, but copies will be allowed during business hours. A reasonable charge for time and materials may be made by the Board for copies of such materials.

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Between October 1 - 5 of each year, Designated Association Representatives will be given, via e-mail and attached excel document, a complete listing of bargaining unit staff that includes the following:

- First and Last Name
- Start date of employment
- FTE, step, lane placement as well as annual salary
- Building/position/room number assigned
- School email address and Personal email address
- Home/mailing address and phone (cell) number

Designated Association Representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within thirty (30) calendar days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail no later than five (5) business days after the first day of leave.

ARTICLE IV - PROFESSIONAL COMPENSATION

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

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

2. Any member who provides a written letter of resignation from Mayville Community Schools on or before April 1, who will be retiring at the end of the school year, and who will be receiving MPSERS benefits within sixty (60) days of retirement shall be awarded a stipend of $1000 upon separation from the District. The Board will make medical benefit plan cost, fringe benefit, and premium contributions through July 31st.
3. In the event of a verified overpayment in salary or benefits, under the terms of this Agreement, the bargaining unit member shall make prompt repayment to the District. In the event the member fails to make repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447. The District shall provide notice at least one pay period in advance before deducting any money and work with the bargaining unit member to develop a pay back plan.

B. Teachers shall not be required to report more than three (3) days prior to the beginning of classes for that school year or to remain more than two (2) days (not including Saturday, Sunday, or holiday) after classes end for that school year unless agreed upon by the parties in the negotiated District calendar. This provision will not apply to any newly hired teacher who may be required to report for up to two (2) additional days without supplemental compensation.

C. 1. The entire school year calendar shall be reviewed annually unless established through multiple year contracts. The number of instructional days and hours shall be in accordance with the State Board of Education regulations. When inclement weather or other emergencies cause the number of days of student instruction to fall below the number required by the State School Aid Act to collect full state aid for a school year, the provisions set forth below shall be in effect:
   a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added to the calendar set forth in Schedule D.

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

2. <u>Act of God Days</u>

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

b. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may:

1. Use the allotted personal days.
2. In the event that all allotted days have been used prior to this time, the teacher may apply for unpaid leave time.

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

E. Teachers' absences which are not covered by the applicable sections of Article XII- Paid Leave and Article XIII - Unpaid Leave will have salary reductions as follows:

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

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

3. For partial daily salary a 6 ¾ clock hour day shall be considered standard, (i.e., 7:45 a.m. - 3:00 p.m. or 7:35 a.m. - 2:50 p.m.) less ½-hour lunch. Salary reductions shall be as follows:

$$\frac{\text{Clock Hours Absent (nearest ¼ hour)}}{6\ 3/4} \times \text{average daily rate}$$

F. In rare cases of emergency*, a teacher (by mutual consent), may be assigned to a greater than maximum teaching load (as authorized in Article VI - Teaching Hours). A maximum of four such teaching hours would be allowed per building per semester. In excess of four-hour classes, a full-time teacher would be hired. In this event, extra compensation shall be as follows:

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

(In this section the assignment to be made shall be in accordance with other assignments, as outlined in Article VII - Teaching Loads and Assignments.)

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

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

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

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

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

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

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

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

I. Each teacher will receive a contract. Each successive year, he/she will receive a statement of step, educational degree, salary (including supplemental salary) and sick bank status not later than October 1.

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

K. Whenever a school year occurs where there is an additional pay period the yearly salary will be divided by 27 bi-weekly pays.

ARTICLE V - TEACHING HOURS

A. The teacher's normal teaching hours shall be comprised of 7 ¼ hours per day. All teachers shall be provided a 30-minute duty-free lunch, not including transition times. The 7 ¼-hour day provisions will not apply where the teacher is to meet with a parent or to attend an IEPC meeting held later at the request of the parent, or for reasons provided under this Agreement. If any Special Education meeting other than IEPCs occurs outside of contracted hours at the District's request, the bargaining member shall be compensated $30 per ½ hour. Any such meetings scheduled outside of the normal hours shall be scheduled with the mutual consent of the teachers involved, to the extent possible.

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

C. Teachers may be required to remain after the end of or before the regular work day without additional compensation, for up to two (2) hours per month to attend staff meetings published in the principal's bulletin or a special bulletin at least five (5) school days in advance of the meeting. If it is a single meeting, teachers are free to leave after one and one-half hours if the meeting is not complete. Teachers may also be required to Attend one (1) evening meeting each semester (Parent/Teacher Conferences excluded).

The meetings set forth in this section are mandatory unless excused in advance by the building principal.

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

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

F. The recess coverage schedule at the elementary level will be mutually agreed upon between the building teaching staff and the building principal to assure that state mandated student instructional time is met.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

A. The normal daily schedule of classroom teachers (excludes the detention center, counselors, social worker, etc.) shall provide an average of 480 minutes every two (2) weeks (5-day weeks) as preparation time for each full-time teacher provided full days of instruction are scheduled and conducted. When the regular start of the school day is delayed or if school is dismissed early for professional development or planning, that time shall count as preparation time under this section. On such planned early release or delayed start days, the school schedule shall be rotated or changed to minimize the loss of preparation time for any teacher to the extent possible.

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

B. Whenever a regular classroom teacher or regular scheduled itinerant teacher is absent, a relief teacher will be provided if available.

C. Notice of tentative assignments shall be given to teachers as soon as practicable and under normal circumstances, not later than the first day of August.

D. Effective mentoring of new teachers in their first three years is critical to the retention and development of quality teaching talent. Administration shall assign a mentor teacher to all probationary teachers for the duration of their first three years of employment. Mentor teachers will provide Administration with a schedule of contact time between mentor/mentee, including in class exposure and particular skills or other attributes on which the mentor/mentee intends to focus. By December 1 and by June 1 annually, Mentors shall submit a mentoring report including dates of Mentor/Mentee meetings, topics discussed, goals set, and other relevant information requested by the district. Mentors shall be compensated bi-annually, receiving the first half of the payment rate listed in Schedule B after submission of the December Mentor/Mentee report, and the

second half after submission of the June Mentor/Mentee report for the duration of assignment.

ARTICLE VII - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both teacher and student is desirable to insure the high quality of education that is the goal of both the teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The pupil-teacher ratio is a vital aspect of an effective and objective educational program; therefore, the following maximums for class size shall be fixed and definite.

Elementary	Maximums
K-1	27
2-4	30
5	32
Secondary	Maximums
6-12	33
Weight Training Classes	30 maximum - no more allowed in any one hour
Industrial Education	27

Band, choir, and physical education classes shall not be subject to the above guidelines. If possible, the number of special education students will be balanced in like classes.

B. If the student enrollment exceeds the maximum by one student in each section of a grade at the elementary level, the Board shall employ an additional certified teacher for that grade level.
If the total student enrollment exceeds the maximum for any 6th - 12th grade classroom, the teacher will be paid $5.00 a day per student exceeding the maximum.

The maximums stated above are based on the physical number of children in a classroom, not the number assigned to the individual teacher'(s) caseloads.

C. The class size shall be assessed on the official fall membership count day.

D. The Board recognizes that appropriate texts, technology/software, library and reference materials, facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to promptly implement all joint decisions made by the Board and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

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

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

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

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

I. Every student shall have their own computer in classes where a computer is required for classroom work (i.e., one student-one computer).

ARTICLE VIII – PLACEMENT AND VACANCIES

A. A vacancy shall be defined as a position in the unit that (teaching positions and extra duty) was previously filled, has not been filled, and is now vacant which the Board intends to fill or a new teaching position covered by this Agreement.

B. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Vacant positions as described above shall be posted at least seven (7) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.
Summer Months: During the summer months when regular school is not in session, the Employer will provide via district email to all bargaining unit employees and the Association all vacancies as above described. Positions so posted shall remain posted at least seven (7) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Filling Vacancies:
Consistent with Revised School Code Section 1248, placement decisions will be made by the Superintendent or designee in their discretion based on the following factors:

1. Staffing the curriculum with the most effective and qualified bargaining unit employees to instruct the applicable courses and grade levels.
2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, is determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
3. Bargaining unit employees placement decisions must be made based on effectiveness criteria established by Revised School Code Section 1249.
4. Employees must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including but not limited to:
    a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    b. Credentials needed for District, school, or program accreditation;
    c. Length of service in subject area(s);
    d. Previous effectiveness ratings;
    e. Compliance with state and federal law

D. Length of service may be considered as a tiebreaker if a bargaining unit employee placement decision involves 2 or more bargaining unit employees and all other distinguishing factors are equal.

E. If a bargaining unit employee petitions for nullification of the teaching certificate or any endorsement, the bargaining unit employee must promptly provide written notice of that petition to the Superintendent's office.

F. A voluntary change in assignment between two (2) teachers may be approved by the building administrator with consent by the Superintendent.

ARTICLE IX - SENIORITY

A. No later than September 1 of each school year, the Superintendent or designee shall update the seniority list and give the list to the Association President for final approval. Both the Superintendent and the Association President will sign the final approved seniority list. Seniority shall be defined as the length of teaching service with the

Mayville Community Schools within the bargaining unit. All teachers shall be ranked on the list by hire date (defined as the first day of work or date of Board action to hire, whichever comes first) on the list.

In circumstances of more than one individual having the same date of initial contract or date of commitment of employment, criteria for seniority shall be defined by:

1. Months of teaching service within the bargaining unit
2. Hired date (Board signature on teacher's contract)
3. Number of post graduate hours
4. Draw

When all factors are equal, a drawing will be held to determine a teacher's place on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing will be conducted openly and at a time and place that will reasonably allow affected teachers and Association Representatives to be in attendance.

B. The District shall provide the approved seniority list to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year.

C. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year. Seniority is retained but will not accrue during periods of layoff or unpaid leaves.

D. Seniority shall continue to accumulate for the full duration of a leave of absence due to Military Duty leave.

E. 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 in Article X.

ARTICLE X - LAYOFF and RECALL

A. Layoff will be consistent and in accordance with current state law.

B. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the

Superintendent determines that insufficient funds are budgeted for the existing staff or that a reduction in staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the positions to be reduced.

C. Reduction and recall decisions must be made based on teacher effectiveness criteria established in the Revised School Code Section 1249 and this Article. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the Superintendent's office, including but not limited to:
    1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    2. Credentials needed for Employer, school, or program accreditation;
    3. Length of service in subject area(s);
    4. Previous effectiveness ratings;
    5. Compliance with state and federal law

D. Teachers must provide the Employer with current information and documentation supporting the teacher's certification and qualifications.
    1. Reduction and recall decisions will be based on the teacher's certification and qualifications in the Employer's records at the time of the decision.
    2. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
    3. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Teacher reduction and recall decisions are made by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected teacher and Association.

G. Teacher Recall Process:
    1. A teacher is eligible for recall under this Article for 24 months from the date the Employer implemented the reduction in force.

2. The Superintendent will first identify the grade level(s), academic level(s) or department(s) with a teaching vacancy.
3. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher to fill vacancies in accordance with this Article.
4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
    a. Recalling the laid-off teacher who is certified and qualified for the vacancy if that teacher's most recent year end evaluation was at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
    b. Posting the vacancy and considering all applicants if the Superintendent determines that the Employer's educational interests would be served and no teacher on layoff meets the certification and qualification requirements for the position.
5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
6. A laid-off teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

ARTICLE XI - TRANSFERS

A. A teacher who remains in the supervisory or executive position shall lose all seniority and rights granted under this Agreement. However, a teacher returning to the bargaining unit within the twelve-month period shall retain full seniority (including the twelve-month administrative period) and rights granted under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XII - PAID LEAVE

Leave Day

A. At the start of each new school year, each teacher having one (1) or more years of employment with the District shall be credited with twelve (12) leave days. Teachers with less than one (1) year shall be credited with one (1) day per month starting with the first work day of the year. Leave days may be used by staff in increments of no more than three (3) consecutive work days without the notification of the administrative staff.

Leave day usage that will consist of four (4) or more consecutive work days will require Administrative approval at least two (2) days in advance of the first requested day off. The superintendent may waive the requirement in case of an emergency.

At the end of each school year, unused Leave Days will be credited to the teacher's accumulated sick days and may only be used as sick leave days.

B. Long Term Use of Sick Leave

In cases of long-term disability or illness lasting more than two (2) pay periods, a teacher who is unable to return to work because of medical reason(s) must submit a physician's statement certifying disability or illness.

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

C. Bereavement

Up to five (5) bereavement days per incident for immediate family may be used, not to be deducted from sick leave accumulation. The request should be made as soon as practical. Immediate family is defined as: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, stepbrother, stepsister, and step grandchildren and persons who stand in the stead of the teacher's parents (maximum 2).

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

brother-in-law. In extenuating circumstances, two additional days may be granted at the discretion of the Superintendent.

D. Educational Conferences

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

E. Association Days

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

F. Other Paid Leaves

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

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

2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding; however, any teacher who engages in an activity unrelated to the teacher's employment in the school District which increases the teacher's exposure to court subpoenas shall be excluded from this provision.

3. Visitation at other schools or conventions approved by the administration.

G. Rate of Leave Accumulation

The maximum accumulation from year-to-year will be 100 days.

H. Incentive Pay for Unused Days

1. When a teacher leaves the employ of the school District after fifteen (15) years of service in the bargaining unit from the last date of hire, accumulated sick leave days will be paid off at 50% of the teacher's current daily rate of pay for each unused day provided the teacher submits a letter of resignation to the Superintendent not later than June 20 of the current school year with an effective date of the last teacher work day in the fiscal year.
work day in the fiscal year.

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

3. At the end of each school year, teachers with more than six (6) leave days remaining from the current year's allocation, will have the option to receive a payoff of 40% of the teacher's current daily rate for each leave day over 6 or bank the days up to 100.

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

I. Leave Accounting

A report of each teacher's sick leave status will be included on the teacher's bi-weekly check register when it is within the capability of the district's computer system. An individual report may be procured upon request. An end of the year sick leave status report will be given to each teacher.

J. Employees shall receive a $600.00 stipend for perfect attendance. Perfect attendance shall be defined as not using any paid leave days within the school year. Bereavement and school business are the only days that will not count against perfect attendance. The stipend will be pro-rated for any staff member starting after the first day of school. (Refer to Article XI: Sections C-F).

ARTICLE XIII - UNPAID LEAVES

A. Medical Leave

Any teacher shall be granted a medical leave of absence for personal illness or disability without pay not to exceed one (1) year. Said leave shall be extended but only for one (1) additional year upon written request. Upon returning from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. A teacher returning from medical leave may be requested to provide a physician's statement at Board expense certifying his/her fitness to continue his/her duties.

Consistent with its responsibility under the Family and Medical Leave Act ("FMLA"), the Board has adopted a leave policy that conforms to that law for certain leaves of absence. An eligible teacher may apply for FMLA leave as permitted by law and Board policy.

FMLA leave shall be concurrent with other applicable leaves, including worker's compensation leave and other paid leaves. The FMLA leave year shall be calculated on a rolling-backward basis, except for military caregiving leave which must be calculated on a rolling-forward basis by law. FMLA time shall be granted consistent with federal law and FMLA guidelines and board policy. All paid leave shall be concurrent with FMLA time.

B. Leave for Study, Child Care, and Adoption

Leaves of absence of one (1) year without pay and without Board contribution to benefits shall be granted upon receiving a written request. The Board may renew the leave for a second year, at its discretion if requested, for the following purposes:

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

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

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

4. Child care.

C. Association Leave

Two (2) teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for this Association. The Association or the teacher shall be responsible for the cost of any benefits during the leave.

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

E. Military Leave

Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit in accordance with Federal Law.

F. With the exception of military leaves, all unpaid leaves will expire after two (2) years. Return rights from a military leave will be as determined by law.

ARTICLE XIV – TEACHER EVALUATION

A. All teachers will be evaluated pursuant to the Danielson performance evaluation system, which is attached to this agreement as Appendix A. The District will measure student growth as 20% of the evaluation. For the 2024-2025 school year, student growth will be administered as it was for the 2023-2024 school year excluding the state assessments unless otherwise agreed. The parties will form an Evaluation Committee consisting of teachers and administration. This Committee will discuss the evaluation system throughout the school year to determine whether the metrics should be changed prior to the next school year.

B. All monitoring or observation of the work of a teacher for the purpose of evaluation shall be conducted openly and with the knowledge of the teacher. Open communication between the administration and teacher will happen throughout the evaluation process. The use of eavesdropping devices for observation purposes is prohibited.

C. The teacher and administration may mutually agree to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's

classroom, or who have other anomalous circumstances that warrant eliminating that data.

D. The data used in this section shall be appropriate for the grade level or subject matter taught.

E. Observations:
   1. Observations shall be no less than fifteen (15) consecutive minutes.

   2. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation.

   3. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the administration and the teacher will discuss the observation; the teacher will be provided written feedback.

   4. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated, of which each must be conducted in separate semesters.

F. Year-End Evaluation:

   1. Teachers will receive their written year-end evaluation determination no later than the last day of school. In the event there is no year-end evaluation as described above, a non-probationary teacher's evaluation from the previous school year shall be used for consecutive purposes.

   2. Teachers who work less than 60 days in any school year shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

   3. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If a teacher is placed on an IDP, moves to a new assignment, or is subsequently rated below "effective" on a year-end evaluation, the Teacher may in the District's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. Unless otherwise agreed, the District and Association shall meet prior to September 15 each contract year to comprise a list of tenured teachers and their evaluation status for the current school year.

4. Teachers who are evaluated with an IDP who received a "minimally effective", "ineffective" rating prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and probationary teachers shall be provided the following:

    a. Specific performance goals that are designed to assist in improving effectiveness for the next school year developed in consultation with the teacher.

    b. Recommended training, coaching, professional development or resources to assist the teacher in meeting the goals of the IDP.

    c. A mid-year progress report, supported with classroom observations conducted consistent with Section E1 above.

5. Any non-compliance with the evaluation process as described above shall be subject to the grievance process in accordance with this Article.

G. The District shall provide training to all teachers who have not previously been trained on the evaluation system during professional development or during staff meetings.

H. Probationary teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.

I. An alleged violation of this Article is not subject to arbitration in the grievance process. An arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives one rating of "needing support".

ARTICLE XV – DISCHARGE AND DISCIPLINE

A. For tenured teachers, consistent with the Teacher's Tenure Act, discipline may be only issued for reasons that are not arbitrary or capricious. The parties subscribe to the concept of progressive discipline as required by law. The district reserves the right to apply disciplinary measures consistent with the severity of the infraction. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

B. All discipline will be in writing and placed in an individual's personnel file, and the teacher will be forwarded a copy. A teacher may attach a rebuttal in a personnel file. An unsubstantiated complaint shall not be used as the basis for discipline.

C. Progressive Discipline: The parties subscribe to the concept of progressive discipline as required by law. Disciplinary measures should include remedial training where appropriate. The district reserves the right to apply disciplinary measures consistent with the severity of the infraction. Discipline will be in writing and placed in an individual's personnel file. Dependent on the severity of the infraction, generally the following progression of discipline will be followed prior to the imposition of discipline on a bargaining unit employee. Discipline may include, but is not limited to:

1. Written warning
2. Written reprimand
3. Suspension (paid or unpaid)
4. Discharge

A teacher will continue to receive benefits during an unpaid suspension.

D. Association Representation: A bargaining unit employee may request association representation in any case where a meeting may reasonably result in disciplinary action. The employee shall be entitled to request a specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

E. Personnel File: A bargaining unit employee will have the right to review the contents of the personnel file pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review if requested by the bargaining unit member.

F. Complaints: No unsubstantiated complaints, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file. Bargaining unit employees shall have an opportunity to review any substantiated complaint, including the identity of the complainant, except if the complainant is a student or parent who has requested anonymity before the complaint is placed in a bargaining unit member's personnel file. The bargaining unit employee may submit a written notification or reply regarding any material, including such complaints, and the same shall be attached to the file copy of the material in question. Unsubstantiated complaints shall not be usable for the purposes of annual teacher performance evaluations.

G. Grievance Procedure: Probationary teachers cannot grieve discipline.

ARTICLE XVI- PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever it is evident that a particular pupil cannot adhere to school policy, the district will convene a panel of the pupil's teacher(s), administrator(s) and specialized personnel to determine a course of action.

B. In any case of an alleged assault upon a teacher bargaining unit employee which arises from employment, the incident shall be promptly reported to the Employer. The filing of a complaint with the district shall be the responsibility of the teacher. The district will conduct an investigation and take action it deems appropriate during the investigation and after its completion.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student when the teacher is acting within the teacher's authority and in accordance with Board policy, the Board will provide legal consultation subject to the provisions of the district's liability policy and render all reasonable assistance to the teacher's defense if not provided by the MEA.

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

Teachers shall notify the principal and association president in writing of any safety related concerns and will not be disciplined as a result of any accidental injuries or damages that may occur after providing written notification provided that the teacher acted within the scope of the teacher's authority and in accordance with Board policy.

E. Upon receipt of a complaint concerning a teacher that may lead to discipline, the principal shall arrange for a meeting with the teacher, along with Union Representation as requested, and shall discuss the complaint fully. Upon request of the teacher, the principal shall then arrange for a meeting of the complainant if in agreement and teacher, along with Union Representation. The meeting shall be conducted in an educationally professional manner. The involved teacher, who may be accompanied, shall be provided with reasonable and advanced notice of the nature and time of the meeting. If the teacher is not satisfied with the determination and recommendation of the

principal, he/she shall reduce the dissatisfaction to the Board of Education. Action taken by the Board upon the submitted dissatisfaction shall be binding.

F. Any complaint made against a teacher will be promptly called to the attention of the teacher if said complaint is to be placed or retained in any of the records or files of the Board.

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

H. Teachers shall sign;

- Evaluations;
- Written complaints;
- Other materials placed in the personnel file

Such signatures shall be understood to indicate their awareness of the material, but in no case shall said signatures be interpreted to mean agreement with the content of the material.

I. 1. A teacher will be entitled to have an Association Representative present, upon request, during the course of any meeting with the administration in which the teacher believes the information being sought may lead to the issuance of discipline.

2. In meetings with the administration other than those referred to in Section 1 above, the teacher may request to have an Association Representative or another Association member present. Such requests will be viewed as a recommendation.

J. A contact person will be identified when the principal is out of the building for more than a half-day. In the absence of a designated contact person, questions or issues that can't wait the return of the principal should be directed to the central office.

K. If a teacher has a question after receiving a copy of a student discipline referral, the teacher should contact the principal. All information relating to student discipline is confidential and will be handled in conjunction with the school policy and the Family

Rights to Privacy Act.

ARTICLE XVII - NEGOTIATIONS PROCEDURES

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

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

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is Recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge the representatives selected by each shall be empowered with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to the ratification by both the Board and the Association.

D. If the parties fail to reach agreement in any such negotiations, either party may invoke mediation or take any other lawful measures it may deem appropriate.

E. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A. INFORMAL LEVEL

The Association or an individual teacher believing that there has been a violation of an express provision of this Agreement, shall first meet with the building supervisor or Administrator, accompanied by an Association representative, to try to solve the problem

informally. If the problem involves more than one school building the teacher or teachers shall meet with the Superintendent at this level. The meeting shall take place within fourteen (14) calendar days of the alleged violation.

If the problem is not solved within ten (10) days of the informal meeting, the Association or any of its members may file a written grievance. Any statement referring to "days" in the grievance procedure will be considered to mean workdays with the exception of days that fall during the summer break. "Days" which fall during the summer break shall be considered calendar days.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants
2. It shall be signed by a representative of this Association
3. It shall contain the date of the alleged violation
4. It shall specify the relief requested

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

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

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

LEVEL 3 – If the grievance is not resolved at Level Two, or if no written response is made within seven (7) school days of such meeting (or ten (10) school days from the date of filing, whichever is later), the grievance will be submitted to the Michigan Employment Relations Commission ("MERC") for mediation. A copy of the filing will be provided to the superintendent/principal by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through

written notification to the other party. If the Superintendent's decision is unsatisfactory to the Association, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Board must be made within five (5) days of the date the Superintendent's decision was due. Within thirty (30) days from the receipt of the grievance, the Board shall consider the grievance. The Board may hold a hearing, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall render a final determination regarding the grievance within forty-five (45) days after its consideration by the Board.

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

B. 1. At the arbitration level of the grievance procedure, neither party shall be permitted to assert any ground or rely upon any evidence not previously disclosed to the opposite party. The decision of the arbitration shall be final and binding, subject to the right of the Board or Association to judicial review. Both parties agree that judgment upon the arbitrator's decision may be entered into any court of competent jurisdiction.

2. The arbitrator shall not have power to alter, add to or subtract from the terms of this Agreement.

3. More than one (1) grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the Board and Association.

C. The time limits in this Article shall be strictly construed. The time limits may only be extended mutually and in writing. Should the Association fail to institute a grievance within the time limits, the grievance shall be denied. Should the Association fail to appeal

a decision within the time limits specified, the grievance shall be deemed to be settled on the basis of the last answer.

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

E. Despite any American Arbitration Association rules to the contrary, the parties agree that the costs of any arbitration under this Article shall be paid as follows: The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. Other expenses shall be borne by the party incurring them.

ARTICLE XIX- MISCELLANEOUS PROVISIONS

A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be provided an electronic copy of the Mayville Teacher's Handbook.

B. Teachers shall be informed of a telephone number that they shall call one (1) hour prior to the start of school to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district.

D. This Agreement shall supersede any rules, regulations or past practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of the Agreement. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. The provisions of this Agreement shall be incorporated into, and be considered part of, the established practices of the Board.

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

F. If any provisions of this Agreement or any application of the Agreement to any employee

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

G. It is agreed that all contractual issues that need to be discussed by the Superintendent and the President of the Mayville Education Association will happen outside the scope of the normal teaching day whenever possible. However, if the Superintendent feels it is necessary to conduct such business during the President's prep time, the President will receive comp time for the prep time lost. The use of such comp time or accumulated comp time will be at the discretion of the President. The Superintendent and President will mutually agree to the amount of time that will be compensated.

H. Administrative Vacancies: Recommendations to specific positions or assignments are exclusively the responsibility of the administration. Hiring and placement is exclusively the prerogative of the Board.

1. Notices of vacancies in administrative positions during the school year shall be posted for not less than ten (10) calendar days prior to the closing date for filing applications. In the event a vacancy occurs during the summer, said notice shall be mailed to the president of the Association. Notice of such vacancies shall include the qualifications necessary to fill the position. All applications shall be in writing and shall be directed to the Superintendent or his delegated authority who will screen the applications and make a recommendation to the Board.

2. On occasion, the filling of one vacancy may lead to another opening. Under these conditions, the new opening can be filled from current applicants, or from other employees, or from outside applicants.

3. Vacancies in administrative positions may be filled on a temporary basis.

4. Any teacher may apply for such vacancy.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until August 20, 2027.

This Agreement may be extended by mutual consent (in writing) and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

_____

_____

MAYVILLE EDUCATION ASSOCIATION

_____

_____

_____

SCHEDULE A - SALARY SCHEDULES

2024-2025 SALARY SCHEDULE with 4.5% increase

STEP	BA	BA+18	MA or BA+35	MA+15	MA+30
1	40,620	42,612	44,604	46,593	48,581
2	42,595	44,684	46,778	48,865	50,946
3	44,570	46,760	48,952	51,137	53,320
4	46,547	48,835	51,124	53,414	55,294
5	48,524	50,910	53,298	55,684	58,065
6	50,505	52,990	55,477	57,959	60,444
7	52,484	55,070	57,651	60,236	62,817
8	54,462	57,145	59,829	62,510	65,191
9	56,435	59,217	62,001	64,780	67,562
10	58,414	61,291	64,173	67,053	69,934
11	60,576	63,554	66,533	69,510	72,487

2025-2026 SALARY SCHEDULE with 2.75% increase

STEP	BA	BA+18	MA or BA+35	MA+15	MA+30
1	41,737	43,784	45,830	47,875	49,917
2	43,767	45,913	48,065	50,209	52,347
3	45,796	48,046	50,298	52,543	54,786
4	47,827	50,178	52,530	54,882	56,814
5	49,858	52,310	54,764	57,215	59,662
6	51,894	54,448	57,003	59,553	62,107
7	53,927	56,584	59,237	61,892	64,545
8	55,960	58,716	61,474	64,229	66,984
9	57,987	60,845	63,706	66,561	69,240
10	60,021	62,976	65,97	68,897	71,857
11	62,241	65,301	68,363	71,422	74,481

2026-2027 SALARY SCHEDULE with 2.75% increase

STEP	BA	BA+18	MA or BA+35	MA+15	MA+30
1	42,885	44,988	47,091	49,191	51,290
2	44,970	47,175	49,386	51,589	53,787
3	47,055	49,367	51,681	53,988	56,293
4	49,143	51,558	53,974	56,392	58,377
5	51,229	53,749	56,270	58,789	61,303
6	53,321	55,945	58,570	61,191	63,815
7	55,410	58,140	60,866	63,594	66,319
8	57,499	60,331	63,165	65,996	68,826
9	59,582	62,518	65,458	68,391	71,329
10	61,671	64,708	67,751	70,792	73,833
11	63,953	67,097	70,243	73,386	76,529

- Teachers who are stepping will receive a step for each year of this contract.
- Full movement to a higher rail will be granted if earned. (Ex: BA to BA+18)

Teachers with at least 12 years of service to the District, will receive longevity pay in accordance with the following schedule:

YEARS	AMOUNT
12 but less than 15	$500
15 but less than 20	$750
20 but less than 25	$1100
25 but less than 30	$1350
30 years and over	$1600

Time on unpaid leaves, layoff, service outside of the bargaining unit (including substitute service) and prior service for those who are rehired, will not be credited.

A. Enrollment Trigger. Following confirmed Fall Student Count: Determination by

Administration and Mayville EA leadership of appropriate Enrollment Trigger Placement.

In the event the current year fall count has increased from the budget projection presented at the Annual June Board Budget Hearing the following bonus off schedule will occur:

1. 10 Students = $200
2. 15 Students = $300
3. 20 Students = $400
4. 30 Students = Salary Schedule A will increase ½ %.

B. All staff will receive a 0.5% increase if the district receives a reward school designation or top to bottom rank improvement. (Off schedule)

C. Staff will receive $100 Merit Pay for earning an effective rating on last evaluation. (off schedule)

D. Fund Equity Trigger. If the fund equity exceeds 28% over the life of the contract as determined by the independent auditor, the Board of Education agrees to pay a ½% bonus off schedule.

E. Changes in degree lane placement will be made at the start of year and second semester.

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

G. Any newly hired teacher, or any teacher returning to the system who has five (5) years or less experience, shall receive up to five (5) years outside teaching experience. This makes the 6th step the maximum step for these teachers. Any rehired teacher with more than seven (7) years experience shall return to the same step as their last teaching step in this school system. In case the last teaching step was the maximum step of the schedule, said teacher shall return one (1) step below maximum. The teacher shall provide the Board with affidavit(s) of previous teaching experience. Up to one (1) year of teaching experience credit may be allowed if a newly hired teacher has completed over ninety (90) days of substituting after obtaining a Provisional Certificate. For vocationally certified newly hired teachers, four (4) years of work experience may be considered as one (1) year of teaching experience. All conditions of Paragraph F, Schedule A also apply. If employed for an extended day or extended year, compensation will be pro-rated. For those teachers being hired for a teaching position that is on the critical shortage list the step placement will be decided by the Executive Board and Superintendent.

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

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

J. The credits for advancement on the BA or MA "plus" columns must be earned after the BA or MA degree.

SCHEDULE B - REGULAR SUPPLEMENTAL PAY SCHEDULE

A contract will be provided for each Schedule B position prior to the activity. All athletic positions will be through the district payroll.

ATHLETICS (See Schedule B Misc. No. 4)	
1. Head Varsity - Football, Basketball	11.0
2. Assistant Varsity - Football, Basketball	7.5
3. JV Coach - Football, Basketball	7.5
4. Assistant JV Coach	5.5
5. MS Coach - Football, Basketball, Track & Cross Country, Wrestling, Volleyball	5.0
6. Freshman: Football, Basketball, Volleyball	5.5
7. Varsity - Baseball, Softball, Volleyball, Track, Wrestling and Cross Country	9.0
8. JV Coach - Baseball, Softball, Volleyball & Wrestling	6.0
9. Assistant Varsity - Baseball, Track & Softball	5.5
10. Golf	5.0
11. Cheerleading	6.5
12. Middle School Cheerleading	2.5
13. Assistant Middle School Track	2.5
14. Athletic Trainer	12.0

ACADEMICS	
1. Music	
a. Band Director	11.0
b. Choral Director	7.0
c. Choral Accompanist	$6.50/hr. - up to $850/year

d. Festival Accompanist	$75/festival
2. High School Play Director	4.0
3. Counselor and Voc. Ag. (summer) per week up to three weeks	3.0
4. H.S. Student Council Advisor	3.5
5. M.S. Student Council Advisor	2.5
6. Advisor of School-Approved Clubs (other than those specifically mentioned)	2.0
7. Teachers of Drivers Education	$20.50/hr.
8. Class Advisors	
a. Senior Class	5.6
b. Junior Class	5.6
c. Sophomore Class	1.7
d. Freshman Class	1.7
9. FFA, FHA, BPA, Ecology Club	4.0
10. Summer School, Night School, Vocational Education, High School Completion and Adult Enrichment, Student Enrichment and After School Detention	$21/per clock hour
11. Academic Games	
a. Social Studies	1.0
b. Science	1.0
c. English	1.0
d. Math	1.0
e. Technology	1.0
12. Science Olympiad	1.0
13. High School Yearbook	4.0
14. Mentor Teacher	$700

Miscellaneous Provisions

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

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

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

   If an existing student organization does not have an advisor, the administration will request that a teacher assume that position. If there are not interested members of the instructional staff, the administration may seek advisors from outside the instructional staff.

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

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

   Advanced credits may be granted at the discretion of the District for such experience outside of the District. Such decisions are not subject to review through the grievance procedure.

5. Any teacher who volunteers to substitute for a class during their prep period or tutoring will receive either $40.00 per class period or 1 hour of comp time. After a teacher has accumulated 7 comp hours, they will have a sick day added to their sick bank for the following school year.

   A tutor teacher will receive one (1) hour of preparation time pay at the above rate for each two (2) hours of scheduled tutoring time in a week.

6. Any non-association member filling a supplemental position shall be employed through an outside vendor contracted with the District. Association members having supplemental positions may voluntarily choose to be employed through an outside vendor contracted with the District. The rate of pay in either instance shall be as indicated in Schedule B. Any teacher in a supplemental pay position shall be given a supplemental contract indicating amount of salary and any other conditions of employment.

7. Teachers interested in tutoring students may submit a letter to the Superintendent's office by the end of the second week of school. From the names of teachers submitting a letter, a list will be developed with names listed in seniority order. Tutoring positions will be filled according to the following:

A. Subject to the provisions of section C below, the top teacher on the list will be asked first in all instances.
B. If the teacher accepts the assignment, the teacher will be placed at the bottom of the list. If the teacher rejects the assignment, the teacher will be left in place on the list.
C. Exceptions to the above rotation may be made where special certification (example special education) is needed.

8. If an existing student organization does not have an advisor, the administration will request that a teacher assume that position. If there are not interested members of the instructional staff, the administration may seek advisors from outside the instructional staff.

9. Longevity pay, and pay for a teacher covering classes per #5 Miscellaneous Provisions, will be paid in two separate checks. The first check will be written in December and the second check will be written in June.

SCHEDULE C - FRINGE BENEFITS

A. District will provide health insurance up to the hard cap, adjusted annually on January 1st. Teachers will pay any difference in health care premium over the hard cap maximum premium set by the State. This difference (if any) will be divided equally and deducted over the 24 pay periods. If the health care premium is under the monthly hard cap maximum the District will deposit the difference monthly into an HSA account. If no hard cap exists under 2011 PA 152, the contribution shall increase by the percentage increase in insurance costs from the previous year, up to 4%.

B. Plan A - For employees needing health insurance:

Health	Bargaining Unit will determine health insurance annually. District will provide up to the hard cap amount unless a hard cap does not exist.
Dental	ADN 100/90/90: $1,000 Annual Max and $1,500 Max Ortho
Life	$35,000 AD&D with disability rider
Vision	EyeMed 2 Silver
Long Term Disability	Benefits shall be paid at 70% of salary up to monthly

maximum of $4,000 and shall begin after the expiration of 90 calendar days. Pre-existing condition exclusion is 3 month/12 month. (Refer to policy for specifics.) Benefits shall continue to age 65 if disability occurs prior to age 61 and to age 70 if disability occurs after age 61.

Plan B - For employees not needing health insurance

Dental	ADN 100/90/90: $1,000 Annual Max and $1,500 Max Ortho
Life	$35,000 AD&D
Vision	EyeMed 2 Silver
Long Term Disability:	same as above

In addition to foregoing, Plan B enrollees shall receive $400 per month in cash under a qualified Section 125 Plan. To be eligible to receive this monthly cash payment, the teacher must voluntarily and in writing opt out of Plan A and submit proof of healthcare coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
The contribution for part-time employees shall be prorated.

SCHEDULE D - SCHOOL CALENDAR

A. The school calendar shall conform to the TISD calendar to the extent possible. It shall contain at least the number of days and hours required by the State School Code and the State School Aid Act for student instruction and teacher professional development for each year of the Agreement. Any deficiencies will be corrected by the Superintendent in conjunction with the Association Executive Board and such adjustments will not result in additional costs to the district.

B. The Mayville Education Association members will be given the opportunity to review the proposed calendar before it is finalized by administration. This shall be conducted in a timely manner in accordance with Mayville Education Association Bylaws.

LETTER OF UNDERSTANDING
BETWEEN
MAYVILLE BOARD OF EDUCATION
AND
MAYVILLE EDUCATION ASSOCIATION

In order to foster support for teachers to attend the High School Graduation, each teacher will receive $100 for attending the ceremony. The Board agrees to pay for all gowns, hoods, and caps of degree area expenses. Staff must be wearing the gowns and hoods and participate in the ceremony as directed. A separate check will be issued for attending.

FOR THE BOARD

Date:

FOR THE ASSOCIATION

Date:

Letter of Agreement

between

Mayville Education Association

and the

Mayville Community Schools

Board of Education

Grants Under State School Aid Act Section 27k

In consideration of the mutual covenants below, this Letter of Agreement (LOA) is by and between the Mayville Education Association (Association) and Mayville Community Schools (District) and concerns State funding available under State School Aid Act Section 27k, MCL 388.1627k (Section 27k).

Background:

1. Section 27k allows the District to apply for funding to assist Association bargaining unit Employees who are eligible participants with student loan repayments.

2. The Michigan Department of Education (MDE) is expected to begin accepting Section 27k applications for 2023-24 funding on February 29, 2024.

3. For any unexpended 2023-24 Section 27k funds, MDE is expected to open a 2024-25 application cycle.

4. Schools are required to use Section 27k funds to implement a student loan repayment program in accordance with MDE guidelines.

5. Pursuant to such a program, the District must verify certain employee information and must obtain certain employee certifications.

6. The parties desire to establish a Section 27k program to obtain Section 27k funding for eligible participants while minimizing the District's potential legal liability in implementing the program (Program), and the provisions below reflect that Program.

The Parties Agree:

1. The District will apply for Section 27k funding during the 2023-24 application cycle and, if applicable, during the 2024-25 application cycle.

2. An Employee represented by the Association (Employee) will only be included in a District Section 27k funding application if (A) the District determines that the Employee is an eligible participant as defined in MCL 388.1627k(8)(b) (Eligible Participant), (B) the Employee provides the District Superintendent or designee with any information and documents requested by the District to fully complete the application process and to comply with MDE guidelines, as determined by the District, and (C) the Employee signs and dates and provides the District Superintendent or designee the Employee Certification Form in Attachment A before the start of the applicable application cycle.

3. The District will distribute Section 27k funding received from MDE to each applicable Employee in equal monthly payments until Section 27k funding received by the District is exhausted or until the Employee's federal student loan is paid off, whichever occurs first – up to $200 per month or, if the District is assigned to band 6 in the opportunity index in MCL 388.1631a, up to $400 per month.

4. The District shall have the right to discontinue Section 27k funding to a Employee if it determines that the Employee (A) is not an Eligible Participant, (B) fails to timely provide any information and documents requested by the District to confirm Eligible Participant status, or (C) fails to timely complete required certifications in the Employee Certification Form.

5. The parties approve the Internal Revenue Code Section 127 plan in Attachment B to avoid taxability of Section 27k funding.

6. Any District action related to the District's implementation of the Program shall not be subject to the collective bargaining agreement (CBA) grievance procedure, and the Association shall not file any claim (including any grievance, unfair labor practice charge, or court complaint) related to such District action. If the Association files such a claim, the Association shall reimburse the District all costs incurred by the District in defending against such a claim, including the District's attorney fees. This paragraph shall survive any LOA expiration or termination.

7. The Program and this LOA shall expire on July 1, 2025 or when the District distributes all Section 27k funds received by the District for the 2023-24 application cycle, whichever is later. Notwithstanding the preceding sentence, if there is a Section 27k 2024-25 application cycle, then this LOA shall expire on July 1, 2026 or when the District distributes all Section 27k funds received by the District for the 2024-25 application cycle, whichever is later.

8. This LOA is not intended to set a precedent and shall not be used as any evidence of a policy or practice.

9. This LOA is an amendment to the CBA. If at any time MDE determines and notifies the District that a Employee was not eligible to receive Section 27k funding, the District may recoup an amount equal to such funding from the Employee's paychecks to the extent permitted by law.

10. Once signed by each party, this LOA will be effective immediately.

11. This LOA may only be amended in writing by an authorized representative of each party.

For the District	For the Association
Signature	Signature
Printed Name	Printed Name
Position	Position
Date	Date

Attachment A
Employee Certification Form

Employee Certification Form

Grants Under State School Aid Act Section 27k

Mayville Community Schools (District) plans to submit an application to the Michigan Department of Education for State School Aid Act Section 27k funding for the 2023-24 application cycle. I am requesting to be included in that application. I hereby certify that:

1. I owe federal student loans.

2. I am enrolled in a federal public service loan forgiveness program and, pursuant to federal law, I am under a payment plan that makes eligible payments toward federal public service loan forgiveness.

3. I am enrolled in an income-driven repayment plan, unless my loan is not eligible for income-driven repayment.

4. I work at least 32 hours per week at the District in a role that works directly with pre-K to 12 students.

5. I shall immediately notify the District Superintendent or designee of any increases or decreases in my monthly payment toward any of my federal student loans.

I hereby acknowledge and agree that:

1. The District will distribute Section 27k funding only if MDE approves the District's application for me to receive such funding, the District receives such funding, and the District determines that I remain eligible to receive such funding.

2. The District may cease Section 27k funding if I fail to timely provide any information and documents requested by the District to confirm that I remain eligible to receive Section 27k funding or if I fail to timely complete the certifications discussed below.

3. By June 30 of each school fiscal year during which the District implements its Section 27k program (starting with June 30, 2024), I shall sign and date the annual certification below for that fiscal year.

4. If I discontinue my participation in the Section 27k program (e.g., by leaving District employment or becoming ineligible for Section 27k funds), I will sign and date the discontinuation certification below within 10 days of discontinuing my participation in that program.

5. If at any time MDE determines and notifies the District that I was not eligible to receive Section 27k funding, District may recoup an amount equal to such funding from my District paychecks to the extent permitted by law. If the District is unable to lawfully recoup the full owed amount from my paychecks and the District implements legal action to recover that amount, I shall upon the District's demand reimburse the District any legal fees (including attorney fees) and any other costs incurred by the District to recoup that amount.

6. I shall hold harmless the District and the Mayville Education Association from any and all claims in any way related to the District's Section 27k program.

Employee Signature Date

Employee Printed Name District Position

***

Annual Certification

I hereby certify that for the applicable school fiscal year identified below, I used all received Section 27k funds only to make payments toward my federal student loans.

Fiscal Year	Employee Signature	Employee Signature Date
2024		
2025		
2026		

***

Discontinuation Certification

I hereby certify that I used all received Section 27k funds only to make payments toward my federal student loans.

Employee Signature Date

Employee Printed Name District Position

Attachment B
IRC Section 127 Plan

Educational Assistance Program

MAYVILLE COMMUNITY SCHOOLS

This Educational Assistance Plan (the "Plan") is established by Mayville Community Schools (the "District") to provide eligible employees with educational assistance benefits under Section 127 of the Internal Revenue Code ("Section 127") to enhance employee proficiency and opportunity for advancement, or in the case of educational assistance provided through grant-funded loan repayment programs, to recognize past academic accomplishments.

1. **District-Funded Educational Assistance**. Not Applicable.

2. **Grant-Funded Educational Assistance**. Grant-funded educational assistance consists of grant funds received by the District from a third party for: (1) payment for any form of eligible instruction or training that improves or develops the employee's capabilities; or (2) repayment of eligible student loans. To the extent such grant funding is available, the District will distribute this funding in accordance with grant requirements to employees who meet the grant program's guidelines and eligibility requirements, and who complete any District-required certifications and documentation of eligibility. Any reimbursed costs for tools, supplies, meals, lodging, or transportation, or for courses involving sports, games, or hobbies that do not have a business purpose or are not required as part of a degree program are excluded from the Plan.

3. **Plan Revision or Termination.** The District reserves the right to change the terms or terminate the Plan without prior notice. In this event, the District will reimburse employees according to the terms of this Plan for all courses in process prior to termination, but reimbursement will not be provided for any course that began after termination and notification of the same.

4. **Taxation.** Section 127 provides an exemption from gross income of up to $5,250 of educational assistance per calendar year, including employer-paid student loan payments through December 31, 2025. Once the receipt of benefits of $5,250 is exceeded in a calendar year, or if an educational assistance benefit is not eligible, or is no longer exempt from gross income under the Internal Revenue Code, the employee is responsible for any resulting tax consequences.

MAYVILLE COMMUNITY SCHOOLS

TEACHER EVALUATION

Teacher's Name: _____

Status: _____

Date: _____

Principal's Signature: _____

I have read the evaluation and received a copy.

Teacher Signature: _____

Date: _____

MAYVILLE COMMUNITY SCHOOLS - TEACHER EVALUATION PLAN

Domain 1: PLANNING & PREPARATION

Area to be Evaluated	Highly Effective (3)	Effective (2)	Minimally Effective (1)	Ineffective
a. Demonstrating Knowledge of Content and Pedagogy				
b. Demonstrating Knowledge of Students				
c. Setting Instructional Outcomes				
d. Demonstrating Knowledge of Resources				
e. Designing Coherent Instruction				
f. Designing Student Assessments				
POINTS				

OBSERVATIONS/SUGGESTIONS:

MAYVILLE COMMUNITY SCHOOLS - TEACHER EVALUATION PLAN

Domain 2: THE CLASSROOM ENVIRONMENT

Area to be Evaluated	Highly Effective (3)	Effective (2)	Minimally Effective (1)	Ineffective
a. Creating an Environment of Respect and Rapport				
b. Establishing a Culture for Learning				
c. Managing Classroom Procedures				
d. Managing Student Behavior				
e. Organizing Physical Space				
POINTS				

OBSERVATIONS/SUGGESTIONS:

MAYVILLE COMMUNITY SCHOOLS – TEACHER EVALUATION PLAN

Domain 3: INSTRUCTION

Area to be Evaluated	Highly Effective (3)	Effective (2)	Minimally Effective (1)	Ineffective
a. Communicating with Students				
b. Using Questioning and Discussion Techniques				
c. Engaging Students in Learning				
d. Using Assessment in Instruction				
e. Demonstrating Flexibility and Responsiveness				
POINTS				

OBSERVATIONS/SUGGESTIONS:

MAYVILLE COMMUNITY SCHOOLS – TEACHER EVALUATION PLAN

Domain 4: PROFESSIONAL RESPONSIBILITIES

Area to be Evaluated	Highly Effective (3)	Effective (2)	Minimally Effective (1)	Ineffective
a. Reflecting on Teaching				
b. Maintaining Accurate Records				
c. Communicating with Families				
d. Participating in the Professional Community				
e. Growing and Developing Professionally				
f. Showing Professionalism				
POINTS				

OBSERVATIONS/SUGGESTIONS:

Domains 1-4 (80%) 66 points

Domain 1: PLANNING & PREPARATION 18 points (3/2/1)

a. Demonstrating Knowledge of Content and Pedagogy

b. Demonstrating Knowledge of Students

c. Setting Instructional Outcomes

d. Demonstrating Knowledge of Resources

e. Designing Coherent Instruction

f. Designing Student Assessments

Domain 2: THE CLASSROOM ENVIRONMENT 15 points (3/2/1)

a. Creating an Environment of Respect and Rapport

b. Establishing a Culture for Learning

c. Managing Classroom Procedure

d. Managing Student Behavior

e. Organizing Physical Space

Domain 3: INSTRUCTION 15 points (3/2/1)

a. Communicating with Students

b. Using Questioning and Discussion Techniques

c. Engaging Students in Learning

d. Using Assessment in Instruction

e. Demonstrating Flexibility and Responsiveness

Domain 4: PROFESSIONAL RESPONSIBILITIES 18 points (3/2/1)

a. Reflecting on Teaching

b. Maintaining Accurate Records

c. Communicating with Families

d. Participating in the Professional Community

e. Growing and Developing Professionally

f. Showing Professionalism

MS/HS STUDENT ACHIEVEMENT (20%) 25 points

1. TEACHER-MADE PRE/POST MARKING PERIOD ASSESSMENTS (6 PTS)
2. STATE ASSESSMENT DATA (13 PTS)
3. OTHER DATA SOURCES – CONTENT DRIVEN (6 PTS)
    a. HS: Non State Assessment Areas

ELEM STUDENT ACHIEVEMENT (25%) 24 points

1. NWEA % Showing Growth Fall to Spring— All Teachers (6 PTS)
2. M-STEP Growth in Proficiency Results—Grades 3-6 & Electives (12 PTS)
3. PMT/DRA/Other – All Teachers (6 PTS)

MAYVILLE COMMUNITY SCHOOLS

YEAR END EVALUATION WORKSHEET

Employee_____ Date_____

I. OBSERVATION POINTS (75%) (66 POINTS POSSIBLE)

Observation Points Earned	_____				
Observation Points Possible	**66**	**X**	**80**	**=**	_____

II. DATA WORKSHEET RESULTS (25%) (25 POINTS POSSIBLE for MS/HS)

(24 POINTS POSSIBLE for ELEM)

Data Points Earned	_____				
Data Points Possible	**25 or 24**	**X**	**20**	**=**	_____

Total of Observation and Data Worksheet Points _____

"ABOVE and BEYOND" Extra Credit (3 areas = 2 points)

_____ TEACHER ATTENDANCE (Excludes Conference time only/ 0–3 days)
_____ COLLEGE CREDIT EARNED
_____ SCECH's (3 NEEDED)
_____ PARENT/TEACHER CONFERENCE & COMMUNICATION
Documented meeting or two-way communication during P/T series
95-100% - Elementary // 90-100% - High School
_____ Event Volunteer
_____ Committee involvement
_____ Athletic/Academic Coaching
_____ Prep Coverage _____

III. DISCIPLINARY ACTION

1st Written Warning	(minus 1 POINT)	_____	
2nd Written Warning	(minus 3 POINTS)	_____	
Suspension	(minus 5 POINTS)	_____	
		TOTAL	_____

TEACHER RANKING

OVERALL POINTS		
75 – Higher	**Effective**	_____
60 – 74	**Developing**	_____
Below 60	**needs support**	_____

Administrator Signature: _____ Teacher initials: _____

IDP / PERFORMANCE GOALS

Teacher Name: _____ Date: _____

Consultation initials: _____Teacher _____Administrator

GOAL #1:

-

PLAN TO ACHIEVE GOAL:

1.

EVIDENCE OF ACHIEVEMENT:_____
_____
_____
_____

GOAL #2:

-

PLAN TO ACHIEVE GOAL:

1.

EVIDENCE OF ACHIEVEMENT:_____
_____
_____
_____

RECOMMENDED TRAINING

MES/Teacher Evaluation Student Achievement/Data Worksheet

Fill in areas that apply to subjects you teach (you must include math and reading if you teach those). Each test is worth (1 point for a total of 6 points) for 3rd- 5th and (2 points for a total of 12 points) for K-2 in this area (maximum of two areas). Elective teachers must use reading and may use a pre/post-test instead of a second NWEA subject test.

Percentage of students showing growth for the past 3 years in each subject area.

	2-Years Prev.	1-Year Prev.	Current Year	
Reading	_____	_____	_____	(_____ pts. out of 3 or 6)
Math	_____	_____	_____	(_____ pts. out of 3 or 6)
Science	_____	_____	_____	(_____ pts. out
of 3 or 6) Elective Pre/Post	_____	_____	_____	(_____ pts. out
of 3 or 6)				

K-2: 75% and higher =2pts 74%-70% =1pts 69%-65%= 0.5pts 64% and lower 0 pts.
3-5: 75% and higher =1pts 74%-70% =0.5pts 69%-65%= 0.25pts 64% and lower 0 pts.

---

2) M-STEP Growth in Proficiency Results—Grades 3-6 & Electives

You must use all M-STEP tested subjects that you teach. This applies for grades 3-6 and your previous year's scores. This section is worth 12 total points (12 points divided by the number of tests you are responsible for). Elective teachers must pick one subject, averaging all grade levels taught in that subject area.

M-STEP Subject	Previous Year % Proficient	This Year % Proficient	Points
Reading	_____	_____	_____
Writing	_____	_____	_____
Math	_____	_____	_____
Science	_____	_____	_____
Social Studies	_____	_____	_____

---

3) PMT/DRA/Other – All Teachers

(3-6 Teachers pick one area, K-2 Teachers pick 2 areas)

MATH PMT-- Percentage of students that showed growth using last 2-weeks PMTs, administered in the fall and spring: _____ pts. out of 6
**75% of the students must show growth from the first Math PMT test to the last PMT test to earn 6pts.

_____

DRA-- Percentage of students who showed growth from September to March: _____ pts. out of 6
**75% of students must show growth.

_____

Other— This applies to K - 5 (teacher/administrator will set objective areas) _____ pts. out of 6
(i.e. Pre/Post Tests, NWEA Science & Lang. Usage, Dibels)

75% and higher =6pts 74%-70% =4pts 69%-65%= 2pts 64% and lower 0 pts

***** DATA FROM THE LAST 3 YEARS IF AVAILABLE**
(Data years of collection will start 2015-16 school year)

Total Points Earned _____ pts. Out of 24

MHS-MMS/Teacher Evaluation Student Achievement/Data Worksheet

Pre and Post Tests— <u>All Teachers</u>
(6 points) ***

Percentage of Caseload students showing growth

Entire Student Caseload _____Post Test 1st Semester

75% and higher =6 pts 74%-70% =4.5 pts 69%-65%= 3 pts 64% and lower 0 pts.

_____

Reading Results— <u>All Teachers</u> –(PSAT, NWEA, or State Assessment)No subject area assessments you must use Reading
(13 points) ***

Percentage of students showing growth

Grade Level_____ Percent_____

75% and higher =13 pts. 74%-70% =10 pts. 69%-65%= 7 pts. 64% and lower 4 pts.

_____

Other Areas
(6 points)***

Percentage of students showing growth

Grade Level Area_____ Percent_____

75% and higher =6 pts. 74%-70% =5 pts. 69%-65%= 4 pts. 64% and lower 3 pts.

***<u> DATA FROM THE LAST 3 YEARS IF AVAILABLE</u>**

Total Points Earned _____ pts. Out of 25

MIDYEAR EVALUATION

"The performance evaluation system SHALL include a midyear progress report for a teacher who is (in the first year of probation), or who received a rating of minimally effective or ineffective in his or her most recent annual year-end evaluation. This report SHALL be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve."
MCL 380.1249(2) (b) (iii)

Employee: _____ Date: _____

STUDENT ACHIEVEMENT TO DATE

Example 1:

Example 2:

Example 3:

IDP UPDATE

Goal 1:

Goal 2:

WRITTEN IMPROVEMENT PLAN