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AGREEMENT

This Agreement made and entered into this 1st day of July, 2011, by and between the Board of Education of Millington Community School District, Millington, Michigan, hereinafter called the "Board", and the Tri-County Bargaining Association, MEA/NEA, hereinafter called the "Association".

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Tri-County Bargaining Association, MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all validly certificated teachers who have written contracts or written agreements with the District but excluding Superintendent, Assistant Superintendent, Administrative Assistants, principals, assistant principals, administrative personnel, office clericals, cafeteria employees, custodial employees, substitute teachers, and all other employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

Nothing contained herein shall be construed to deny or restrict to the Board rights and/or obligations which the Board may have under applicable laws of the State of Michigan and of the United States. Except as expressly provided otherwise by the terms of this Agreement the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right, among others, to establish and enforce rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement or violative of law.

ARTICLE III - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, all certificated and contracted teachers as provided for in Article I-A shall have the right freely to organize, join, or assist the Association, and to engage in lawful concerted activities for the purpose of collective bargaining or negotiation.

- B. The Association and its representatives shall have the right to use school buildings and facilities providing that it does not interfere with the orderly and normal operations of the school. Board policies, as applied to all groups, shall apply to the Association.
- C. The use of bulletin boards as designated by the building administrator, and mailboxes shall be granted to the Association. Materials shall be distributed by the designated Association officials: President, Vice President, Secretary, Treasurer, or Building Representatives. Upon request to the Building Principal, the Association may use school equipment insofar as it does not interfere with any educational program. The Association agrees to pay the reasonable costs of materials, supplies, facilities and damage to equipment entrusted to its care.
- D. The Board will make available public information through the Freedom of Information Act. The Board will make available information for the designated purpose of negotiations and grievance processing. All grievance material shall be kept in a separate file until the grievance is resolved.
- E. Association officers or alternates designated by the Executive Board shall have ten (10) days for Association Business without loss of salary or leave days. The Association agrees to pay the costs of the substitutes for said days. No more than four (4) Association Representatives shall be absent on any given day.
- F. Nothing contained herein shall be construed to deny or restrict any teacher, the Association, or the Board rights either party may have under the laws of Michigan or the Constitution of the State of Michigan and the United States or Public Act 379.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of K-12 teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the length of this Agreement, provided, however, that upon written notice to the other party between the 15th and 30th days of the month of January in the year of expiration of this Agreement either party may request, during this period, the re-opening of negotiations.
- B. The rates of compensation for Athletic/Recreation and Academic/Enrichment positions are set forth in Appendix B.
- C. Except as otherwise contracted, K-12 teachers are required to report for duty according to the agreed calendars which are attached in Appendix C.
- D. Insurance(s) provided by the Board for K-12 teachers are set forth in Appendix D.

- E. Presentation of current mandated certificate and/or transcripts of state mandated graduate level courses from an accredited university or college will move the teacher's salary to the appropriate lane. Presentation of transcripts showing successful completion of 15 semester hours in graduate level courses from an accredited university or college will move the teacher's salary to MA+15. Nothing in this section prohibits the Board from requiring verification of transcripts. All present employees who qualified under previous contracts for lane changes to date, shall be continued in the lane for which they previously qualified. All present employees who possess a permanent or life certificate who earn sufficient graduate credits to qualify for a lane change, but who do not qualify for a continuing certificate, shall receive the appropriate lane change.
- F. Merit Pay – The Board shall be in compliance with all regulations pertaining to Merit Pay. The Board will implement procedures for awarding merit pay on the basis of student achievement, data and administrative determination of instructional effectiveness. The methods for determining eligibility for Merit Pay will be defined by the Board using commonly accepted instruments and procedures in order to objectively determine the effectiveness of instruction. It is agreed that any merit pay shall be in addition to the regular salary schedule.
- G. Department Heads – The Board of Education recognizes the need for Department Heads when resources are available. The Board of Education will determine the need and appoint appropriately qualified persons to said positions. Two percent (2%) compensation for each position will be part of Schedule B.

ARTICLE V - PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association may sign and deliver to the Board an assignment authorizing deduction of membership dues. Such authorization will continue in effect from year to year, unless revoked in writing between August 1 and prior to August 31 for each given school year. Pursuant to such authorization the Board shall deduct said dues in equal installments over the employees' pays. Employees hired after the commencement of the school year shall have their dues prorated over the remaining pays. Employees leaving the District within the school year shall have their remaining dues withheld from their final paycheck. Employees being hired for one (1) semester shall have one-half (1/2) of their dues deducted.
- B. The Association shall notify the Board fifteen (15) working days prior to any change in dues.
- C. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

- D. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedure.
- E. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA "Policy and Procedures Regarding Objections to Political-Ideological Expenditures." The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- F. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- G. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph F of this Article, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year.
- H. In the event of any action brought in a court or any administrative agency because of the Board's compliance with this Article of this Agreement, the Association agrees to defend such action, at the Association's expense and through its counsel provided:
1. The Board notifies the Association.
 2. The Board will cooperate in response to reasonable request from the Association and its counsel in directing the Union toward relevant evidence and witnesses and making such information available at both trial and appellate levels.

The Association agrees that in any action it will indemnify and hold harmless the Board from any liability for damages or costs imposed by a judgment of a court or administrative agency as a consequence of the Board's compliance with this Article.

- I. The Board shall deduct from the pay of an Association member from whom it receives authorization to do so for deductions in annuities, credit unions, or other plans or programs. All deductions will be mutually agreed to by the Board and Association. Any changes in deductions shall be given to the Board fifteen (15) working days prior to said change.
- J. The Board agrees to notify employees who have received an over-payment of wages. Following such notifications the Board will attempt to arrive at a mutually acceptable re-payment schedule with the employee. If these efforts are unsuccessful, the Board shall have the right to recover any over-payments by withholding up to the full amount, not to exceed 15% of gross wages, from the employee on the next regular payroll check.
- K. Michigan Financial Services Association will be the districts new “third party administrator”.

ARTICLE VI - TEACHING LOADS, ASSIGNMENTS AND HOURS

- A. It is recognized that the Board of Education has the authority to make assignments of teachers and to delegate such authority to administrative personnel.
- B. The administration will make every effort to assign teachers in content areas which they meet all standards for No Child Left Behind Highly Qualified Requirements by the Michigan Definition of Highly Qualified and they are properly certified for the subject area in which they are assigned. Assignments to content areas where Highly Qualified requirements do not apply will be assigned to properly certified and qualified teachers from that particular subject area.
- C. Teachers who will be affected by change in assignment will be notified by their principals as early as practicable. An effort will be made so such changes will be voluntary to the extent possible.
- D.
 - 1. The normal weekly teaching load in Fifth through Twelfth Grades will be thirty (30) teaching hours and five (5) related work hours or the equivalent. Departure from this norm may be made by arrangement between teacher or teachers affected and administrative personnel with notice to the Association.
 - 2. The hours for Fifth through Twelfth Grades will be as scheduled:
 - a. Ten (10) minutes of before school supervision.
 - b. No more than six (6) classes of instruction per teacher per day.
 - c. One (1) related work hour equivalent to the length of one (1) class. Team work time may be taken at the expense of teacher’s

- individual prep time no more than two times per month, unless the teacher agrees to more team work per month.
- d. Fifteen (15) minutes of after school supervision.
 - e. Departure from this normal structure may be made by arrangement between teacher(s) affected and administrative personnel subject to the written approval of the Association President, the Principal, and Superintendent. Such departure shall be in writing.
3. A fifth through twelfth grade teacher who covers a class during his/her related work hour, as defined above, shall be compensated at a rate \$25.00 per hour, provided that said duty shall be voluntary except in the case of an emergency. If a teacher accumulates six (6) hours of classroom coverage time, they may opt to not receive the \$25.00 per hour compensation rate for this service. In lieu of payment, they may elect to take a “flex-time” option, which would consist of one (1) personal day for each six (6) hours worked. There is a three (3) day maximum per school year and the days must be used during that school year. they will not carry over.
 4. Both parties recognize that changes from the normal teaching load/hours may occur with new Michigan Department of Education Mandates or the need for pilot programs to aid in student achievement. It is hereby agreed upon by both parties that in the best interest of educational programming for students, a committee consisting of three teachers from the affected grade levels, the building administrator, the curriculum director and the superintendent will meet to determine whether or not to continue or begin programs that would change teaching loads/hours. The committee’s recommendation (to be finalized by March 31) will be presented to the Board of Education as an Action Item at the Regular Board Meeting prior to May 1.
- E.
1. The hours for the Kirk Elementary School (Grades K-4) will be as scheduled:
 - a. Fifteen (15) minutes of before school supervision.
 - b. Elementary teachers will have the minimum number of minutes required by State law for each year.
 - c. Ten (10) minutes of after school supervision.
 - d. Elementary teachers will have a thirty (30) minutes duty-free lunch period.
 2. The regular teacher may leave his/her room while the teacher of special classes (i.e., music, art, physical education, library) is in charge of his/her class.
 3. Each elementary teacher will be provided at least three hundred (300) minutes of work-related planning time per week which includes escorting

students to special classes. Time as provided for in Paragraph 2 above, unassigned recess or unassigned time at beyond the thirty (30) minute duty-free lunch shall be considered as planning time. Departure from this norm may be made by arrangement between teacher or teachers affected and administrative personnel with notice to the Association. Team work time may be taken at the expense of teacher's individual prep time no more than two times per month, unless the teacher agrees to more team work per month.

4. Both parties recognize that changes from the normal teaching load/hours may occur with new Michigan Department of Education Mandates or the need for pilot programs to aid in student achievement. It is hereby agreed upon by both parties that in the best interest of educational programming for students, a committee consisting of three teachers from the affected grade levels, the building administrator, the curriculum director and the superintendent will meet to determine whether or not to continue or begin programs that would change teaching loads/hours. The committee's recommendation (to be finalized by March 31) will be presented to the Board of Education as an action Item at the Regular Board Meeting prior to May 1.
 5. An elementary teacher who covers a class during his/her related work time, as defined above, shall be compensated at a rate of \$25.00 per hour provided that said duty shall be voluntary except in the case of an emergency.
- F. Teachers who are requested by the Administration to perform chaperoning duties and accept will be paid twenty-five (\$25.00) per hour worked. Assignments will be made by building supervisors. This article is not meant to exclude community volunteers as ticket takers, chaperons, and personnel for crowd control at a rate established by the Board.
- G. Teachers who teach on a permanent basis, excluding Schedule B, which exceeds their normal contractual day, will be compensated for actual time worked at a prorated per diem rate.
- H. 1. Teachers are required to attend regularly scheduled faculty meetings each month. These meetings may consist of two (2) meetings not to exceed 45 minutes beyond the teacher dismissal time or one meeting not to exceed 90 minutes beyond the teacher dismissal time. Building administrators will provide agendas for regularly scheduled staff meetings to the staff at least 24 hours prior to the meeting (agendas are subject to change when necessary).
2. In addition, it is understood that there are curriculum meetings, school-community meetings, and the like which are important to the total growth

of the District. It is agreed that the teachers will not be asked to attend more than an average of two (2) meetings a month of this kind unless there are unusual circumstances. Any teacher exceeding twenty (20) meetings, other than staff meetings called by the principals, for the entire year will be paid \$25.00 per meeting in excess of twenty (20). No meeting will be credited unless scheduled and/or authorized by the Administration.

3. Meetings which teachers and counselors are required to attend for special education IEPC's and IEP's will be counted as part of the meetings of Article VI, paragraph H, line 2 of the Master Contract.

This specifically means that a teacher can accumulate IEPC's and IEP's along with other approved meetings in Article VI, Paragraph H, line 2 which, when the total exceeds twenty (20), the teacher will be paid \$25.00 per meeting. When the majority of the meeting extends beyond the school day, it will be counted.

4. The administration shall make available to teachers an attendance form for the purposes of keeping a record of attended meetings pursuant to Article VI, Paragraph H, line 2. It shall be the teacher's responsibility to present said form to his/her respective Administrator for signing at each of the attended meetings.
 - I. All meetings, conferences, etc., shall not excessively interfere with the teaching assignments of the teachers.
 - J. The Board agrees to make available to the teachers in each school basic materials necessary for instructional use. The administration will attempt to provide backup equipment for computer classes. The Superintendent reserves the right to determine what is basic materials and equipment.

ARTICLE VII - CLASS SIZE AND TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both teacher and student are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also recognized that the primary duty and responsibility of the teacher is to teach.
- B. The number of pupils assigned per teacher shall not exceed the following listed maximums. Assignments above the maximum listed for each area will be made on a temporary basis only. For the purposes of this article, temporary shall be defined as not more than two (2) weeks of each semester for the secondary buildings and the first two (2) weeks of the school year for the elementary buildings. In the event it becomes necessary to exceed those maximums for longer than two (2) weeks, teachers will be compensated at the rate of \$2.00 per student per hour per day. Experimental and innovative programs will not be

prohibited by the following maximum. The Association will be notified when such programs are put into effect.

ELEMENTARY

Developmental Kindergarten	18
K thru 3	28
4 thru 6	31
Special Education	State Standards

JUNIOR AND SENIOR HIGH

Core Classes	32
English	32
Social Studies	32
Math	32
Science	32
Foreign Language	32
Speech	32
Band	No limit
Vocal Music	No limit
Phys. Ed.	55
Business*	32
Drafting*	32
Industrial Arts*	30
Homemaking*	30
Art*	30
Computer*	30
Photography*	30
Special Education	State Standards

* or number of stations whichever is least

1. Teachers who teach 55 minutes or more will be prorated and paid 100% of an hour, and teachers who teach 45 to 54 minutes will be prorated and paid 85% of an hour. Teachers will not be paid for overloads on snow days unless such days are rescheduled at a later date.
 2. If a Developmental Kindergarten class exceeds eighteen (18) students, an aide shall be assigned to assist with the class.
- C. When assigning special needs students to regular classrooms, the Board will exercise special consideration and attempt, where possible, to equally distribute such students among affected classrooms. However, by neither the assignment or distribution of such students shall either party to this Agreement nor the Agreement itself operate or foster physical or mental stereotypes or discriminate in the placement of such special needs students.

- D. The ratio of pupils to counselors in the high school shall not exceed the limit of 400 to 1. The administration can extend this number by not more than fifteen percent (15%).
- E. It is recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The administration will confer with teachers regularly for the purpose of improving the selection, use and care of such educational tools.
- F. The parties agree that where Special Education students are mainstreamed into the regular classroom, the number of mainstreamed students shall not exceed five (5) in any regular core curriculum classroom. Exceptions to this restriction may be made on an individual basis by mutual agreement between the affected teacher and the Administration.

ARTICLE VIII - VACANCIES, TRANSFERS, AND QUALIFICATIONS

A. VACANCIES

1. A vacancy shall be defined for purposes of the Agreement as a position:
 - a. The Board has determined exists, and that is known to require the services of a teacher for more than 60 work days, and
 - b. Exists after all properly certified and qualified teachers have been given full opportunity for recall to such a position in accordance with Article IX and after all teachers known to be returning from leaves of absence have been reinstated in accordance with Article XIII, Section H, and
 - c. The position either was previously held by a bargaining unit member whose employment with the Board has been severed, or is newly created in the bargaining unit.
2. This definition of a vacancy shall not apply to a bargaining unit position held by a teacher who is on leave for less than or equal to one (1) school year.
3. Regardless of any provision of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any teacher to any position until all properly certified and qualified teachers who are on layoff have been given their full opportunity for recall in accordance with Article IX.

4. When any permanent teaching position becomes vacant, as defined above, the Board shall publicize the same by giving written notice of such vacancy to the Secretary of the Association and shall provide for appropriate posting on bulletin boards in teachers' conference rooms for five (5) school days.
5. Requests by a teacher to fill such a vacancy shall be made in writing to the Superintendent or his/her designee stating the reasons for wanting said vacancy, all of the applicant's qualifications or other relevant factors. Such requests shall be reviewed by the administration. A teacher may request a position update after thirty (30) calendar days.
6. In filling such vacancies, if qualified, the most senior teacher, from among all properly certified teachers who bid for the position, shall be granted the vacant position. In the event a tie should occur for the position, the teacher with the greatest number of graduate hours in the subject area shall be granted the position. If there is no qualified teacher who applies, a vacancy may be filled from outside the Association.
7. When vacancies occur during the summer months when school is not in session the following procedure shall be followed:
 - a. Teachers with specific interests in possible vacancies shall notify the Superintendent in writing during the last week of school.
 - b. If said vacancy occurs the Superintendent's office will notify said teacher at his/her last known address as recorded in the Superintendent's office.
 - c. Said teacher shall assume the responsibility of notifying the Superintendent of his/her interest in writing within five (5) days of notification.
8. When vacancies occur after the start of the normal school year, transfers of teachers will not be made to fill the vacancy. Teachers who are properly certified and qualified will be given full opportunity for recall to open positions. Should no employee on the recall list be certified and qualified for the position or accept recall, the position will be filled for the duration of the school year with a temporary employee. If the position is filled with a temporary employee the position will be posted as a vacancy in accordance with this Article at the end of that school year.
9. A teacher employed to fill a vacancy due to a teacher being granted a Board approved leave of absence shall be a temporary employee who shall not be considered a member of the bargaining unit, shall not accrue seniority while employed in that capacity, and shall not acquire any

contractual right to continued employment pursuant to this Agreement. The employment of the temporary teacher may be terminated upon return of the teacher on leave. However, if the temporary employee is offered employment by the Board in the same or another teaching position, seniority shall accrue for the time of employment in the temporary position if there is no break in employment.

B. TRANSFERS

1. In the event that transfers of teachers become necessary, except in the case of an emergency, an application by a teacher for a voluntary transfer may be submitted to the Superintendent for consideration. The Superintendent shall notify the Association and post in each building that the transfer of teachers has become necessary.
2. Involuntary transfers will be minimized and avoided when possible. The Superintendent or his/her designee has the authority to make interim as well as permanent appointments and will notify the affected teacher of the reasons for said transfer.
3. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall, upon return, be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory status. The Administration is to be the sole judge of need or re-transfer of employees under this paragraph and is to hold sole authority to make such re-transfers.

C. QUALIFICATIONS

The Board shall determine the qualifications necessary to fill all vacant teaching positions based on the Michigan Department of Education certification requirements and the No Child Left Behind Legislation and the Michigan definition of Highly Qualified.

For purposes of this Article "qualified" shall be defined in the following manner:

1. Qualifications for the pre-K to 6th grade teachers:
 - a. State certification, or
 - b. A minimum of one (1) year's experience at the pre-K to 6th grade level within the previous five (5) years of employment within the District.
2. Qualifications for the 7th and 8th grade teachers:
 - a. State certification in the subject area, or

- b. A minimum of one (1) year's experience in the subject area at the 7th or 8th grade level within the previous five (5) years of employment within the District, or
 - c. A minimum of twenty (20) semester hours of credit in the subject area.
3. Qualifications for the 9th to 12th grade teachers.
- a. State certification in the subject area, or
 - b. A minimum of one (1) year experience in the subject area at the 9th to 12th grade level within the previous five (5) years of employment within the District, or
 - c. Those qualifications necessary to meet the North Central Association requirements for teaching in the subject area.

D. STAFF DISPLACEMENT

Teachers displaced due to the No Child Left Behind Act of 2001 (reauthorization of the Elementary and Secondary Education Act of 1965) may move into positions for which they are certified, authorized, or "highly qualified" and for which they rank higher on the seniority list than the present teacher. "Highly qualified" will be defined as those teachers meeting the State Board of Education requirements or its definition of highly qualified.

ARTICLE IX - REDUCTION OF PERSONNEL, SENIORITY AND RECALL

- A. New employees hired into the system shall be considered probationary teachers as prescribed by the Tenure Act.
- B. The term "seniority" as hereinafter used shall be length of continuous, contracted, teaching service with the Millington Community School District.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service, except extended leaves of absence exceeding ninety (90) consecutive work days shall not accrue seniority or salary increment during such leave.

Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the Tenure Act. Ties on the seniority list for secondary teachers hired prior to June 1, 1990, shall be broken by number of graduate hours with the secondary teacher having the greater number having the greater seniority. Ties on the seniority list for elementary teachers hired prior to June 1, 1990, shall be broken by number of graduate hours with the elementary teacher having the greater number having the greater seniority. Should hours be

equal in either case ties will be broken by the last digit in the teacher's social security number with the teacher having the highest last digit having the greatest seniority. Ties on the seniority list for teachers hired on June 1, 1990, or after will be determined by date and time of signing of the individual contract with the earliest teacher having the greater seniority.

C. Necessary Reduction of Personnel-Layoff. The parties hereto realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available or when there occurs a decrease in enrollment, hereby agrees as follows:

1. Probationary teachers shall be laid off first in inverse order of seniority. A probationary teacher shall not be laid off unless there is a more senior teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated.
2. If the reduction of teaching personnel is still necessary then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
3. A tenured teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this article "qualified" shall be defined in the following manner:
 - a. For placement in a pre-K - 6 grade level elementary position, a teacher is qualified if he/she has elementary certification and a minimum of six (6) semester hours credit in elementary reading methods. For those teachers who have been employed by the District as of the 1982-83 school year, the District agrees that this requirement shall be waived if the teacher has a minimum of one (1) year's experience at the pre-K - 6 level within the last five (5) years of employment within the district.
 - b. For placement in a 7 or 8 grade position a teacher is qualified if he/she has a major, minor, or 20 semester hours or the equivalent in the subject area, or for any teacher who has been employed by the District as of the 1982-83 school year who has taught the subject area for at least one (1) year within the last five (5) years.

- c. For placement in a 9 to 12 grade position a teacher is qualified if he/she meets those qualifications necessary to meet the North Central Association requirements for teaching in the subject, and has taught the subject area for at least one (1) year within the last five (5) years, or has a minimum of a minor in the subject.
 - d. A teacher who is certified for a position (and possesses at least 10 semester hours or the equivalent for placement in a seventh or eighth grade position) who possesses greater seniority than the teacher in the position shall be placed in the position provided he/she meets the educational requirements to be qualified, as defined above, within one (1) year. It is expressly understood that this one year period of grace will not satisfy the one year teaching experience requirement stated in subsections a., b., and c. above.
- D.
- 1. The recall list shall be maintained by the Board. Teachers subject to recall to a vacancy for which they are certified and qualified pursuant to this Article shall be notified of such by certified mail, return receipt requested and in accordance with the teacher's address and credentials on file at the Personnel Office. Teachers will have ten (10) days from the receipt of the written offer to return to employment, or in no event later than thirty (30) calendar days from the postmark of said letter, to notify the Board in writing of his/her desire to accept the position. The position shall be filled by the teacher responding according to the timelines above, with the most seniority who is certified and qualified. Failure to respond within the timelines above shall result in forfeiture of the teacher's seniority rights to recall. It is the responsibility of the teacher to keep his/her address and credentials correctly updated with the Personnel Office. In the event that a teacher forfeits his/her seniority due to failure to comply with the timelines as outlined above and is recalled at a subsequent date, seniority accrued prior to the layoff shall be awarded at the time of the reinstatement. Probationary teachers shall remain on the seniority list for two years after layoff or for their total length of service with the District, whichever is greater.
 - 2. Involuntary transfers will not be made to open positions for teachers who are on layoff.
- E. During said layoff such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums therefore at the Payroll Office.
- F. During said layoff such teacher's seniority shall remain unbroken, and his/her accumulated sick leave shall not be canceled but shall remain credited to him/her. He/she shall not accrue seniority, sick-days, or salary increment while laid off.

- G. The Board shall prepare a seniority list and transmit a copy of same to the Association on or before the 15th day of October of each school year.

ARTICLE X - TEACHERS LEAVE WITH PAY

- A. The Association recognizes that regular attendance by teachers is in the best interest of the educational program.
- B. At the beginning of each school year, each teacher shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate to a total of 150 days. The leave days may be taken by a teacher for the following reasons:
1. Personal illness or disability.
 2. Illness or disability in the immediate family. Immediate family shall be defined as spouse, child(ren), grandchild(ren), brother(s), sister(s), parent(s), or grandparent(s) of the employee, or parent(s) of spouse.
 3. Funeral or Bereavement - A maximum of three (3) days, which shall not be charged against an employee's sick allowance, shall be granted upon the death of a member of the immediate family and spouse's immediate family. Immediate family in this instance shall be defined as spouse, child, parent(s), grandparent(s), niece(s), nephew(s), brother(s)-in-law, sister(s)-in-law, grandchild(ren), sister(s), or brother(s). In addition to the three (3) non-chargeable days, a maximum of two (2) days of sick leave will be allowed an employee in the event of the death of an immediate family member, per occurrence. For the death of a friend, a person may use up to a sick leave day per occurrence. For absences in excess of accumulative sick leave, no salary will be paid.
- C. Each teacher may use seven (7) days of sick leave time per year for personal leave. The request should be made at least two (2) days in advance, and a response will be given within two (2) days. In case of an emergency, the application timelines may be waived. Permission will be granted only after substitutes are obtained.

If approved, teachers may take a maximum of either one (1) personal day immediately preceding or a maximum of one (1) personal day immediately following (but not both) vacation periods, or legal holidays occurring during the school term, or other school vacation. No personal leaves may be taken on the last instructional day for students or the last work day for teachers. Exceptions due to special circumstances, such as the graduation or wedding of a child may be decided on an individual basis, with a final decision to be made by the Superintendent.

- D. Teachers absent on sick leave may be required by the building principal or by the Superintendent to submit proof of illness signed by a physician. In the event of

absence of a teacher due to illness of five (5) or more consecutive working days, the Board may at its expense, require an examination by a Board selected physician.

- E. Upon recommendation by the Superintendent, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine physical or mental fitness to teach and whether sick leave is recommended by such specialists. Upon recommendation of specialists that a teacher be placed on leave of absence because of physical or mental disability the teacher may, by Board action be placed on involuntary sick leave for a period not exceeding one (1) year and without extension of sick leave benefits as elsewhere provided in this Agreement. In keeping with the Michigan Tenure of Teachers Act, the teacher has a right to a hearing when placed on involuntary sick leave. On return from such leave the teacher may be assigned to the same or similar position, providing a vacancy exists.
- F. A written statement, stating the amount of sick leave credit, he/she has, will be provided for each employee. The statement will be provided by October 15.
- G. In the event days off without pay are granted, permission will only be granted when appropriate substitutes are obtained, when applicable.

ARTICLE XI - JURY DUTY

A contracted teacher who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of salary the teacher would otherwise have earned by teaching on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to teach.

In order to receive payment, a teacher must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she performed jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to a teacher who, without being summoned, volunteers for jury duty.

ARTICLE XII - TERMINATION PAY

- A. Any teacher leaving the school system for any reason, will be paid termination pay of forty dollars (\$40.00) per day for each day of unused sick leave.

ARTICLE XIII - LEAVES OF ABSENCE**A. Disability Leaves**

1. A teacher whose disability due to personal illness or injury extends beyond the period compensated under Article X shall be granted a leave of absence by the Board of Education upon request from the teacher without pay for such time as is necessary for complete recovery, but not to exceed twelve (12) months, unless extended by mutual written agreement between the employee and the Board.
2. Upon making said request, the teacher shall provide a statement from a physician certifying that the employee is physically or mentally unable to perform his/her duties. Further, the employee shall, upon request, be obligated to furnish proof of such continuing disability. The Board may, at its expense, require an examination by a Board selected physician. At the conclusion of said disability the employee must return to work. Leaves of absence with pay chargeable against a teacher's allowance shall be granted as stated in Article X.
3. During disability leave seniority and benefits shall continue to accrue.
4. A teacher returning from disability leave must give two (2) weeks notice of his/her intention to return to work.

B. Maternity and Child Care Leave

1. Upon application, maternity leave without pay shall be granted to any member of the bargaining unit who has completed six months of employment, who becomes pregnant. Such leave shall begin at a time determined by the teacher, after medical verification of pregnancy, and shall continue for the duration of the pregnancy and post-partum recovery at which time the teacher shall return to her duties or commence an unpaid child care leave as provided below, or
2. Any pregnant teacher who continues to perform her duties until she becomes physically disabled by her pregnancy or child birth shall be entitled to utilize her accumulated sick leave for the period of disability caused by a pregnancy or child birth under the terms of Article X. Should accumulated sick leave be exhausted prior to recovery from such disability, the teacher will be placed on unpaid disability leave as provided in Section A. of this Article.
3. Upon application, a child care leave without pay shall be granted to any member of the bargaining unit for the primary care of a dependent child. In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in #1 above or the conclusion

of the period of disability should the teacher elect to utilize paid sick leave.

- a. If the birth of the child occurs during the school year the child care leave shall be for the remainder of the semester during which the child was born or up to two additional semesters, at the employees' discretion. If the birth occurs during the summer the child care leave shall be for up to two semesters at the employee's discretion.
- b. Return will be made only at the beginning of a semester, unless a staff vacancy occurs earlier and he/she is qualified to fill that position.
- c. Other circumstances which warrant earlier re-employment may occur and these will be considered as they occur.

C. Association Leaves - Whereas the Millington Education Association is an affiliate of the Michigan Education Association and of the National Education Association, a maximum of two (2) teachers who are officers of the Michigan Education Association or of the National Educational Association should, at any one time, upon sixty (60) days of advance written application be given leave of absence without pay for a period not exceeding two (2) years for the purpose of performing duties for the said State and/or National Association. A teacher given leave of absence without pay for such purposes shall receive credit toward annual salary increment on the schedule appropriate to his/her rank.

D. Sabbatical Leaves - Each teacher may, upon application, be granted one (1) year sabbatical leave for professional improvement, upon completion of at least seven (7) consecutive years of teaching in the Millington Community Schools provided that the teacher holds a permanent, life, or continuing certificate. Each leave shall be without pay or increment credit. Sabbatical leaves shall not be granted to exceed two (2) semesters and shall not be granted more often than every seven (7) years. All sabbatical leaves will be with Board approval.

Teachers granted a sabbatical leave shall notify the Board in writing of their intentions of return to the District at least sixty (60) days prior to the end of the leave, (commencement of school year). Failure to comply shall constitute a voluntary termination of contract by the teacher.

E. Personal Leaves - A teacher may request a personal leave of absence not to exceed one (1) year. Personal leaves may be granted at Board option and must be requested by June 1 of the year prior to the leave, except in emergency situations. Notice of intent to return from leave must be received by June 1 of the year prior to return, except in emergency situations.

F. Employee shall not be allowed use of sick leave benefits during an unpaid leave of absence.

- G. Upon return from an unpaid leave of absence, reinstatement shall be to the employee's former position or to a position as similar as possible.
- H. In the event that layoffs become necessary, the Board agrees to consider requests for unpaid leaves of absence. Furthermore, in the event that the Board agrees to grant such a request (the duration of such not to exceed one school year) and the leave of absence would result in a teacher not being laid off; then the teacher who is granted the unpaid leave of absence shall be allowed to accrue seniority for the duration of the leave. Seniority accrued during the leave of absence shall not count toward experience credit for placement on the salary schedule.

ARTICLE XIV - TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. At the beginning of each school year the Board shall provide observation and evaluation forms to each teacher.
- B. Evaluation and observation shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board. Each written review of the teacher's job performance shall be based on at least fifteen (15) minutes of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
 - 1. Probationary teachers shall be formally observed and/or evaluated in writing at least two (2) times each year; one on or before November 15 and again on or before March 1, as well as an annual year-end evaluation. There shall be a personal conference held within seven (7) days of said observation which shall include the evaluator, the probationary teacher, and the mentor teacher. The teacher and the mentor teacher will be presented with a written observation/evaluation of that meeting. In the event the mentor is not an association member, the teacher may elect to have an Association Representative present at that meeting during said conference.
 - 2. Tenure teachers shall be observed and evaluated at least every two (2) years. There shall be a personal conference held within seven (7) days of said observation. The teacher will be presented with a written observation at that meeting. The teacher may elect to have an Association Representative present during said conference.
- D. Three (3) copies of the written evaluation shall be submitted to the teacher, one (1) to be signed and returned to the administration, one (1) to be retained by the

- teacher, and one (1) to be placed in the personnel file of the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- E. For the period of the probationary teacher's first three (3) years in the District, he/she shall be assigned a mentor teacher by the Administration in consultation with the Association.
- F. Qualifications for becoming a mentor teacher shall be:
1. A tenured teacher with a minimum of five (5) years teaching;
 2. An employee assigned to a position represented by the Millington Education Association;
 3. In the subject, field or related field, and level (elementary, intermediate, junior high, high school) if at all possible.
- G. Responsibilities of the mentor teacher shall include:
1. Assisting in helping the new teacher become familiar with the traditions and policies of the school system;
 2. Standing in the position of a friendly advisor and conducting at least two (2) informal observations per year. The content of these observations shall remain confidential. Release time for said observations will be arranged upon consultation with the building administrator.
 3. Taking part in the evaluation process as outlined in paragraph C-1 above.
- H. With regard to appointment as a mentor teacher:
1. Appointment shall be voluntary;
 2. Should no teacher volunteer, an appointment shall be made by the administration in consultation with the Association.
 3. Assignment shall continue until probationary teacher has completed the third year of their probationary period or until a change is approved by the administration.
 4. Mentor teachers shall be annually compensated as per Appendix B-2 of this Agreement.
- I. Each teacher shall have the right, upon request, to review the contents of his/her evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information or the same shall be made available to the teacher:
1. Teacher Evaluation Reports
 2. Teacher Certificate
 3. A Transcript of Academic Records
 4. Tenure Recommendation
 5. All required medical information will be kept in a separate file.

- J. A committee consisting of three (3) representatives of the Board, three (3) representatives of the Association and one (1) representative mutually agreed upon by the Board and Association shall be created to develop appropriate methodology for objective and empirical evaluation procedures. The committee will also evaluate the current compensation levels defined by contractual lanes.

ARTICLE XV - TEACHER DISCIPLINE

For just cause a teacher may be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional advantage. When a reprimand is to be made a matter of written record, or a penalty is to be imposed, the teacher will be entitled to have a representative of the Association present.

ARTICLE XVI - PROTECTION OF TEACHERS

- A. Maintenance of discipline and effective instructional situations in the classrooms is a team responsibility of teachers and administration. Each member of the team sharing such responsibility hereby pledges to fulfill his/her responsibility to the best of his/her ability.
- B. No complaint directed toward a teacher shall be included in said teacher's personnel file until such matter is reported in writing to said teacher. Teachers may review said complaint along with all available supporting evidence and indicate by signature their opportunity for said review.
- C. Time lost by a teacher which is compensable under the Michigan Worker's Compensation Act shall not cost the teacher accrued sick days or seniority for the duration of the compensable period.

ARTICLE XVII - NEGOTIATION PROCEDURES

- A. Duty to Negotiate – The Board and the Union recognize their mutual obligation pursuant to Act 379 of the Public Acts of 1965 to negotiate collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make proposals and agreements with regard to all negotiable subjects.
- B. No Duty to Negotiate – The Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered by this Agreement or any subject or matter which was

negotiated but no agreement was reached and any subject or matter that was not presented by either party.

- C. Mutual Consent – This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Board and the Union. Such, if any, modifications, changes, additions, or deletions shall be in writing and signed by the Board and the Union as an amendment to this Agreement.
- D. Obligation – This Agreement shall constitute a binding obligation of the Employee, the Union, and the Board for the duration of this Agreement.
- E. This Agreement shall be renewed (except the calendar detail) for one (1) year unless either party gives the other party at least one hundred twenty (120) days written notice prior to the termination date of this Agreement, that they request to reopen negotiations to develop a new agreement.

ARTICLE XVIII - STRIKES AND SANCTIONS

- A. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.
- B.
 - 1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful, and proper performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
 - 2. The parties recognize that the Superintendent, Assistant Superintendent, administrative assistants, principals, and other administrative, office, clerical and service employees are excluded from the bargaining unit. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any of the above-mentioned employees because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the policies of the Board.

The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reasons of any decisions, actions or statements made by them either personally or in the

course of their official duty relative to collective bargaining in the administration of this Agreement or the policies of the Board.

3. It is expressly understood that this Section B will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiations agreements.
- C.
1. Violations of this Article by any teacher or any group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
 2. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing to seek any other remedies available under the law including injunctive relief and damages against the Association.
- D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members or the Board, or its members or administrative employees may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XIX - GRIEVANCE PROCEDURES

- A. A grievance shall be an alleged violation of the expressed terms of the contract.
1. It is expressly understood that in the case of discharge or demotion of a tenured teacher, all access to the grievance procedure shall be waived immediately upon the filing of an appeal from the Board's decision to the Michigan Teacher Tenure Commission. In the case of a discharge or demotion, first year probationary teachers shall not have access to the grievance procedure providing the teacher has received his/her contract stipulated evaluation.
 2. It is expressly understood that when an employee chooses another remedial forum to remedy an alleged violation of the Master Agreement, the employee and/or Association forfeits their rights and access to the Grievance Procedure.
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.

- C. The term "days" as used herein shall mean days in which teachers are on duty during the academic year and days when the District's Central Office is open for business during the summer break period between academic years. However, the time limits specified may be extended in writing by mutual agreement between the Board and the Association provided the request is made within the time period(s) stated in each section.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific and shall include the names of each and every teacher known to be directly affected by the alleged grievance.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall quote at length the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. 1. A teacher or the Association believing himself/herself or itself wronged by an alleged violation of the express provisions of this contract shall within eight (8) days of its alleged occurrences orally discuss the grievance with the building Principal in an attempt to resolve same. If no agreeable resolution is obtained at that meeting, the teacher or the Association may reduce the grievance to writing and present it to the Principal within five (5) days of said discussion. The Principal shall respond within five (5) days after receipt of the written grievance.
2. If there is no resolution to the written grievance at Level I, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One within five (5) days of receipt of answer with endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association Representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building Principal in which the grievance arose and place a copy of the same in a permanent file in his/her office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant

may, within ten (10) days of receipt of the decision or within ten (10) days of when the decision should have been rendered if no decision was rendered, appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Secretary of the Board.

3. Within forty-five (45) days from receipt of the grievance, the Board shall pass upon the grievance. If the Board finds the Grievance Procedure to be improper, a hearing shall be held with the Board and the grievant or Association Representative to resolve the discrepancy and proceed with the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided, however, that in no event, except with express written consent of the Association shall final determination of the grievance be made by the Board more than forty-five (45) days after its submission to the Board.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

- E. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration by filing a request for the selection of an arbitrator with the Superintendent in writing within twenty-five (25) days after receipt of the answer from the Board. If the request for the selection of an arbitrator is not filed within twenty-five (25) days, then the decision of the Board shall be final.

The parties shall meet to agree upon an arbitrator at a mutually convenient time, but in the event an arbitrator is not agreed upon within fifteen (15) days of the written request, then and in that event the American Arbitration Association shall select said arbitrator in accordance with the rules which shall likewise govern the arbitration hearing.

The arbitrator shall have power only to interpret the meaning of the language of this contract and may not alter, add to, or subtract from the term of this Agreement. The arbitrator may not hear any case which involves discharge or demotion which may have been filed under the Tenure Act. The arbitrator shall have no power to question the reasonableness of written Board policy. The jurisdiction of the arbitrator shall be specifically limited by the terms of this contract and the conditions as specified above.

The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator. Cost of such arbitration shall be borne equally by the Board and the Association.

- G. Should a teacher or the Association fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.
- H. In arbitration of a grievance resulting in an award having monetary value, the award shall be limited to ten (10) days prior to the first conference regarding the grievance.
- I. All preparation, filing, presentation or consideration of written grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.

ARTICLE XX - INCLEMENT WEATHER

- A. In the event that school is canceled due to inclement weather, teachers will be expected to use the day or days in a manner that will serve to sustain and improve their professional abilities.
- B. There shall be the state-mandated days of student instruction. When in the judgment of the Superintendent, hazardous or inclement weather conditions, mechanical malfunctions or other reasons beyond the control of school authorities result in the closure of the entire District, teachers will not be required to work.
 - 1. When school is closed or delayed for the above stated reasons, it is agreed that the days or time lost may be made up provided, however:
 - a. The first two days when school is closed will not be made up if such days can be counted as days of student instruction under Michigan law; and
 - b. Time lost due to delays will only be made up if it is necessary to do so in order to receive full State Aid.
 - 2. Should a day be rescheduled and insufficient students attend to count it as day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 - 3. This section shall be re-opened for re-negotiation in the event applicable law or rules and regulations in effect when this Agreement was negotiated are rescinded or modified.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board; and all individual teacher contracts in effect during the term of this master agreement shall be subject to the provisions of this Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all regularly contracted teachers now employed or hereafter employed by the Board.
- C. To the extent provisions included in the teachers' manuals do not conflict with the provisions of this Agreement, the manual provisions as revised from time to time by the Board shall remain in effect. It is understood that any Board Policy which is in conflict with the Master Agreement is null and void to the extent of the conflict.
- D. If any provisions of this Agreement or any application of the Agreement to either party shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. If any provisions of this Agreement dealing with additional time or less time are greater or less than the State requirements, this Agreement will be adjusted accordingly with mutual agreement between the administration and the union. At no time will this Agreement exceed or be less than the State requirements for the year without mutual agreement.
- F. This agreement constitutes the sole and entire agreement between the parties. This agreement is subject to amendment, alteration or additions, only by written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- G. If an issue that impacts the districts curriculum or delivery of student instruction is considered for revision, a district wide existing committee will address it. If a suitable committee is not currently in existence, both parties will form one with administrators and teachers to study and/or recommend to the Board the implementation of replacement programs that are agreeable and manageable. Following are examples, but not limited to: Special Education, School Improvement, Discipline, and Curriculum.
- H. Any time a teacher serves at a District wide committee meeting which convenes outside of his/her normal school hours, the teacher may request pay as per the Contract amount for committee work. This request shall be by means of a time sheet requested by the teacher involved and returned to the teacher's immediate

supervisor. The time sheet, along with a letter to the supervisor that explains the nature of the meeting, shall be requested three (3) work days prior to the meeting for supervisor's approval, and the time sheet will be submitted for reimbursement to said supervisor within seven (7) work days after the meeting takes place.

The committee work involved with possible pay encompasses, but is not limited to, District wide committees such as School Improvement, Discipline, and Computer.

All day meetings during the summer or on weekends shall be paid in the following manner: one-half (1/2) day paid at the substitute teacher's rate of pay For one-half (1/2), full day at the substitute teacher's rate of pay for a full day.

Such pay shall be at the sole discretion of the administration, and must be approved in advance.

- I. Mileage and Conference/Professional Development: Whenever employees request to attend conferences/professional development, the employee shall be responsible for their meals, lodging and transportation mileage. Whenever conferences/professional development are required by the board, the district shall pay all reasonable costs for meals and lodging. Mileage shall be paid at \$0.40 per mile.
- J. Emergency Manager-The parties recognize the requirements of Public Act 4 whereby if conditions are present an Emergency Manager can be assigned to the school district to eradicate and correct any financial emergency. As part of Public Act 4 all collective bargaining agreements can be negated by the Emergency manager in accordance with the provisions of the law. Further, Public Act 4 defines procedures governing the actions of the Emergency Manager. The parties to this agreement are cognizant of these provisions and recognize the powers vested in the Emergency Manager. The State of Michigan shall provide assistance to the District in the form of a consent agreement if such action is deemed appropriate prior to the assignment of an Emergency Manager.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE XXII - PROFESSIONAL CURRICULUM STUDY COMMITTEE

There shall be a joint committee established composed of Association Representatives representing each of the buildings who shall be appointed by the Association and Board Representatives appointed by the Board. The purpose of this committee is to discuss

issues and make recommendations to the Board, concerning matters relating to the Academic curriculum.

ARTICLE XXIII - DURATION OF AGREEMENT

The terms and conditions of this Master Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

TRI-COUNTY BARGAINING ASSOCIATION

BY _____
Chief Spokesperson

BY _____
President

MILLINGTON BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

APPENDIX A-1 - SALARY SCHEDULE

2011 - 2012
 2012 - 2013
 0%

STEP	BA	BA + 18	BA + 30 or MA	MA + 15
0-2	38018	39493	41099	42519
3	39493	40975	42836	44251
4	40975	42459	44566	45984
5	42459	44192	46673	48094
6	43934	45923	48786	50202
7	45414	47652	50897	52314
8	46888	49387	53008	54425
9	48369	51121	55121	56533
10	49843	52855	57231	58646
11	51321	54583	59341	60752
15	0	56963	62490	63907
20	0	59341	65637	67057
25	0	61721	68788	70206

Teachers on Step 0-2 will remain there on the following basis:

0 years of experience	3 years
1 year of experience	2 years
2 years of experience	1 year

Progression on the salary schedule after that will be on a normal basis.

Teachers hired prior to the 2011-2012 school year shall receive one (1) additional step on the salary schedule. Lane changes will be allowed as specified in this contract.

APPENDIX B-1 - ATHLETIC/RECREATION SALARY SCHEDULE

The Superintendent and representatives of the Association will structure and revise Schedule B to reflect current practices.

Each appointment to any extra duty position, stated in Appendix B-1, is an annual assignment. The assignment is non-tenured and the Board shall have discretion in determining whether or not to employ any applicant, or not to renew the extra-duty assignment for any teacher based on any coaching evaluation. In the event the Board appoints any person who is not a teacher employed by the Board that person is not entitled to any benefits, articles or sections found in the Master Agreement. A non-teacher person assigned to a B-1 extra duty position will not be paid more than that amount cited in B-1 of this Agreement.

All Athletic/Recreation extra curricular personnel shall receive extra-duty pay according to the above schedule. All percentages are to be based on Steps 0 through 6 of the BA schedule of the contract.

<u>CLASS I</u>	9%
Varsity Football - Boys	
Varsity Basketball - Boys	
Varsity Basketball - Girls	
<u>CLASS II</u>	7.5%
Varsity Wrestling - Boys	
Varsity Baseball - Boys	
Varsity Softball - Girls	
Varsity Track - Boys	
Varsity Track - Girls	
Varsity Volleyball - Girls	
Varsity Soccer - Boys	
Varsity Soccer - Girls	
<u>CLASS III</u>	6.75%
Varsity Golf - Boys	
Junior Varsity Football	
Assistant Varsity Football (2 paid positions)	
<u>CLASS IV</u>	6%
Junior Varsity Baseball	
Junior Varsity Basketball - Boys	
Junior Varsity Basketball - Girls	
Junior Varsity Softball	
Junior Varsity Track	
Assistant Junior Varsity Football	
Junior Varsity Volleyball	
Junior Varsity Wrestling	

<u>CLASS V</u>	5.25%
Freshman Football	
Freshman Basketball	
Freshman Volleyball	
Junior High Football	
Junior High Wrestling	
Junior High Basketball – 8 th Grade Boys	
Junior High Basketball – 7 th Grade Boys	
Junior High Basketball – 8 th Grade Girls	
Junior High Basketball – 7 th Grade Girls	
Junior High Volleyball	
Junior High Track - Boys	
Junior High Track - Girls	

<u>CLASS VI</u>	4.5%
Varsity Cheerleading	
Assistant Freshman Football	

<u>CLASS VII</u>	3.75%
Junior Varsity Cheerleading	
Freshman Cheerleading	
Assistant Junior High Football	

<u>CLASS VIII</u>	\$1,500
Assistant Varsity Basketball - Boys	
Assistant Varsity Basketball – Girls	
Assistant Varsity Soccer	
Assistant Varsity Baseball	
Assistant Varsity Softball	
Assistant Varsity volleyball	
Assistant Varsity Football	
Assistant Varsity Track	

All Athletic/Recreation extra curricular personnel shall receive extra-duty pay according to the above schedule. All percentages are to be based on Steps 0 through 6 of the BA schedule of the contract.

APPENDIX B-2 - ACADEMIC AND ENRICHMENT SALARY SCHEDULE

CLASS ADVISORS:

Senior	3.75%
Assistant Senior	2.25%
Junior	3.75%
Assistant Junior	2.25%
Sophomores	2.25%
Freshman	2.25%

ENRICHMENT ACTIVITIES:

Debate/Forensics	3.37%
Assistant Debate	1.5%

FFA	3%
FHA	3%
Publication Director-Senior High	4.5%
Junior High Yearbook Editor	2.25%
Student Council - Senior High	2.25%
Student Council - Junior High	2.25%
National Honor Society	3.75%

Summer School Teaching, After School Teaching, and Professional Development Instructors:

2006-2007	\$21.00*
2007-2008	\$17.25*
2008-2009	\$17.25*

*unless grants are awarded which specify a different rate.

PERFORMING ARTS:

Varsity Band Director	7.5%
Junior High Band Director	3.75%
Varsity Choir Director	3.75%
Junior High Choir Director	1.87%
Play Musical Director	1.5%
Asst. 5 th and 6 th Band Director	1.5%
Drama Director	4.5%
Drama Producer	4.5%
MENTOR TEACHER	1.12%

ELEMENTARY ACTIVITIES:

Student Council	1.5%
Safety Patrol	1.12%
Elementary Store	2.25%
Musical Program Director	1.12%

All academic and enrichment extra-curricular personnel shall receive extra-duty pay according to the above schedule. All percentages are to be based on Steps 0 through 6 of the BA schedule of the contract.

APPENDIX C - SCHOOL CALENDAR

The school calendar shall be mutually agreed upon by the Superintendent and the Association with the following limitations: Millington Community Schools shall follow as closely as possible the Tuscola Intermediate School District Calendar, student days shall be 180 with the last student day being one-half day, teacher days shall be 185, instructional hours shall not exceed 6.35 (6 hours and 21 minutes including passing time) unless more instructional time is needed to satisfy State of Michigan requirements or receive full state aid.

The Superintendent and the Millington Education Association will mutually correct any mistakes or problems that may occur in the creation of the calendar.

Whenever possible the school day shall not begin before 7:30 AM and dismiss no later than 3:15 PM. Any departure from this must be mutually agreed upon between the Administration and the Union.

All teachers shall work the same amount of hours and minutes each school and teacher work day including supervision and instructional time.

School Calendar

Calendar Event	2011-2012
New Teacher Orientation	August 26 (F)
First Day for Teacher Work Day	August 29 (M)
All Staff Breakfast/In-service Teacher Work day	August 30 (T)
Teacher Work Days	August 31 (W) September 1 (TH)
Labor Day – No School	September 2 (F) September 5 (M)
First Day for Students	September 6 (T)
HS Parent/Teacher Conferences 5:00 – 8:00	October 12 (W) October 13 (TH)
End of 1 st Marking Period	November 4 (F) Students ½ day Teachers Full Day
Junior High & Kirk Parent/Teacher Conferences	November 21 (M) November 22 (T)
No School-Thanksgiving Break	November 23 (W)-November 25 (F)
Winter Break (begins at end of day)	December 20 (T)
School Resumes	January 3 (T)
Half day for All Students	January 19 (TH)
End of 1 st Semester	January 20 (F) Students ½ day
Students ½ day Prof. Development ½ day	February 29 (W)
End of 3 rd Marking Period	March 23 (F) Students ½ day
Kirk Parent/Teacher Conference 12:30-6:30	March 29 (TH) Students ½ day
Half day for Kirk School ONLY	March 30 (F)
Spring Break (begins end of day)	March 30 (F)
School Resumes	April 10 (T)
Students ½ day Prof Development ½ day	April 25 (W)
No School Memorial Day	May 28 (M)
Half day for all students	June 7 (TH)
Last Day for Students	June 8 (F) Students ½ day
Last day for Teachers	June 8 (F)
Student Days	180
Teacher Days	185

School Calendar

Calendar Event	2012-2013
New Teacher orientation	August 24 (F)
First Day for Teacher Work Day	August 27 (M)
Teacher Work Days	August 29 (W) August 30 (TH)
Labor Day – No School	August 31 (F) September 3 (M)
First Day for Students	September 4 (T)
HS Parent/Teacher Conferences 5:00 – 8:00	October 10 (W) October 11 (TH)
End of 1 st Marking Period	November 2 (F) Students ½ day Teachers full day
Junior High & Kirk Parents/Teacher Conferences	November 19 (M) November 20 (T)
No School – Thanksgiving Break	November 21 (W) – November 23 (F)
Winter Break (begins at end of day)	December 21 (F)
School Resumes	January 2 (W)
Half Day for All Students	January 17 (TH)
End of 1 st Semester	January 18 (F) Students ½ day
Students ½ day Prof. Development ½ day	February 20 (W)
End of 3 rd Marking Period	March 22 (F) Students ½ day
Kirk Parent/Teacher Conference 12:30 – 6:30	March 27 (W) Students ½ day KIRK ONLY
Half day for Kirk School ONLY	March 28 (F)
Spring Break (begins end of day)	March 28 (F)
School Resumes	April 8 (T)
Students ½ day Prof. Development ½ day	April 25 (TH)
No School – Memorial Day	May 27 (M)
Half day for All students	June 4 (T)
Last day for Students	June 5 (W) Students ½ day
Last day for Teachers	June 5 (W)
Student Days	180
Teacher Days	185

APPENDIX D - INSURANCE

- A. The School District will pay full monthly coverage for MiEHIP through August 31, 2013, with no deductibles/no co-pays.

MiEHIP will provide board paid health insurance comparable to MESSA Choices II. The parties agree that benefits will be in accordance with those specified in the benefits outlined in the Choices II “Benefits at a Glance.” The parties agree that the coverage should be similar to the MESSA Choices II plan outlined by MiEHIP and the Oak Pointe Group.

- B. The Board will provide to all certified teachers dental insurance with coverage which includes 80% with an annual maximum of \$1,500 for Classes I, II, and III, and 80% coverage with a lifetime maximum of \$1,000 for Class IV.
- C. If both husband and wife are teacher employees or a teacher does not wish to participate in the hospital, medical, surgical insurance program, they will be allowed \$100.00 per month for any other insurance program, or other jointly approved annuity program.
- D. The Association recognizes the right of the Board of Education to specify the carrier of the medical insurance program for the school district.
- E. Both parties recognize that any change in the medical insurance carrier will provide coverage equivalent and/or better than the programs cited in paragraph A.
- F. The Board agrees to provide the premium payment toward \$50,000 term life insurance, with A.D.&D., to each active, full-time teacher who teaches a minimum of three (3) student contact hours per day.
- G. The Board agrees to provide the premium payment toward a long term disability plan for each active, full-time teacher, who teaches a minimum of three (3) student contact hours per day, with the following specifications:

Direct Offset:

Qualifying Period Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of three months.

Benefit Period Monthly benefits are payable during the continuance of total disability but in no event are benefits payable beyond the attainment of age 65.

Monthly Schedule

Amount 66 2/3% of the normal monthly earnings to a maximum benefit amount of \$4,500.00.

H.

1. Newly hired contracted teaching staff will be eligible for the above stated Board paid benefits upon acceptance of written application by the benefit providers on the first day of the month following the month work commenced. For the purposes of this article, contracted teachers eligible for health care benefits shall be eligible at the following levels; three (3) student contact hours-60%, four (4) student contact hours-80%, five (5) student contact hours-100%.
2. Changes in family status shall be reported by the teacher to the personnel office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
3. Any teacher eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within 30 days of his/her first eligibility date. The teacher shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Teachers eligible for Medicare benefits on and after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Teachers can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.)
 - b. The Board of Education will not be liable for any penalties against the teacher by the insurance carrier (including Medicare) as the result of his/her election.
 - c. To the extent permitted by law, Medicare Part B premiums shall be paid on behalf of the teacher.
4. The Board agrees to provide the above within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
5. Teachers who have Board provided term life insurance, have a 30 day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

6. Teachers working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
- I. The Board will provide to all certified employees Vision Care insurance through the Vision Service Plan (V.S.P.) 2 Silver.
- J. Benefit levels for vision, dental, LTD and term life insurance shall remain the same as in the prior agreement.

APPENDIX E - JOINT BUILDING LEVEL COMMITTEES

The Board and the Association agree the education of Millington students will be enhanced if a maximum amount of a teacher's time is used in the direct activities of preparing lessons and presenting them to students. To this end, joint committees of teachers and administrators will be established in each building. These committees shall:

1. Study, recommend to the Board and/or implement methods of reducing the clerical responsibilities of teachers.
2. Study, recommend to the Board and/or implement methods of reducing and/or eliminating classroom disruptions.

APPENDIX F - DISTRICT WIDE STUDENT CONTROL AND DISCIPLINE COMMITTEE

Inasmuch as the parties recognize that appropriate student behavior in the classroom is essential to learning, the parties agree to establish a District wide committee of Association members and Administrators to make recommendations to the Board on means of achieving the highest possible levels of student discipline.

LETTER OF UNDERSTANDING

Upon implementation of the Middle School Concept by Board approval, one additional non-core curricular teacher will be hired in the elementary buildings, and the high school shall return to the exam schedule of three (3) days per semester (two exams/day plus a half day for marking each day).

FOR THE BOARD

FOR THE ASSOCIATION

President

Chief Spokesperson

Secretary

Secretary

Date: _____

Date: _____