

**Master Agreement
between
The Board of Education
of the
Millington Community
Schools
and
the MEA/NEA**

July 1, 2016 – June 30, 2019

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AGREEMENT

This Agreement made and entered into this 28th day of June, 2016, by and between the Board of Education of Millington Community School District, Millington, Michigan, hereinafter called the "Board" and MEA/NEA, hereinafter called the "Association".

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the 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, counselors, and social workers who are employees of 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 AND MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, all certificated and contracted teachers, counselors, and social workers 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 or to refrain from such activities.

- 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 are set forth in Appendix A. 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. 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.

ARTICLE V - PAYROLL DEDUCTIONS

- A. 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.

- B. 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.
- C. 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.

ARTICLE VI - TEACHING LOADS, ASSIGNMENTS AND HOURS

- A. Teachers who will be affected by change in assignment will be notified by their principals as early as practicable. The building administrator will discuss with any teacher as to their abilities relating to potential effectiveness should there be a pedagogical matter that needs clarification.
- B. 1. The normal weekly teaching load in Sixth 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 Sixth 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.
 - f. Sixth through Twelfth grade teachers will have a thirty (30) minute duty-free lunch period.
3. A sixth through twelfth grade teacher who covers a class during his/her related work hour, as defined above, shall be compensated at a rate \$30.00 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 \$30.00 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. Unused flex-time days will be added to the member's accumulated total.
4. Both parties recognize that changes from the normal teaching load/hours may occur with new Michigan Department of Education Mandates 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.

- C.
1. The hours for the Kirk Elementary School (Grades K-5) 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 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 \$30.00 per hour provided that said duty shall be voluntary except in the case of an emergency.
- D. Teachers who are requested by the Administration to perform chaperoning duties and accept will be paid thirty dollars (\$30.00) 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.

- E. 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.
- F. 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. There are curriculum meetings, school-community meetings, and the like which are important to the total growth of the District. 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 \$30.00 per meeting in excess of twenty (20). No meeting will be credited unless scheduled and/or authorized by the Administration.
3. Meetings which teachers, counselors, and social workers 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 \$30.00 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.
- G. All meetings, conferences, etc., shall not excessively interfere with the teaching assignments of the teachers.
- H. 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 ensure 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 one (1) week of each semester for the secondary buildings and the first week of the school year for the elementary building. In the event it becomes necessary to exceed those maximums for longer than one (1) week, 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	16
K – 1	26
2 – 3	28
4 – 5	31
Special Education	State Standards

JUNIOR AND SENIOR HIGH

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, there shall be a review of the assignment of the number of students and an analysis of their special needs and the impact of said assignment on the regular classroom.
- D. 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.
- E. 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. During co-teaching arrangements, where another certified teacher is present, the general education teacher is eligible for overload pay for that class period for any special education students beyond 10.

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.
4. When any permanent teaching position becomes vacant, as defined above, the Board shall publicize the same by giving written and/or electronic notice of such vacancy to the President 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. 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.
7. 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. 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.

ARTICLE IX - SENIORITY

- 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. 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.
- D. 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.
- E. 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.

- 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. 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 teacher who is summoned and reports for jury duty 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. If the teacher is released before the end of his/her workday, he/she will contact the principal about whether to return to work.

ARTICLE XII - TERMINATION PAY

Any teacher leaving the school system for reasons other than discharge will be paid up to 150 days at 80% of current substitute teacher employee rate. Any days accrued beyond 150 days will be paid at 80% of current substitute teacher employee rate at the end of each school year.

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 and approval of the Board, 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. 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. 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. 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. 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.
- B. For the period of the probationary teacher's first three (3) years, he/she shall be assigned a mentor teacher by the Administration in consultation with the Association.
- C. 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.
- D. 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. Reviewing the evaluation process with the mentee and administrator.
 - 4. Developing and reviewing the Teacher Individualized Development Plan with the mentee and administrators.

5. Demonstrating lessons for the beginning teacher.
 6. Guiding the beginning teacher through the daily operations of the school.
 7. Supporting and counseling the beginning teacher.
- E. With regard to appointment as a mentor teacher:
1. Appointment shall be voluntary;
 2. 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 as a teacher or until a change is approved by the administration.
 4. Mentor teachers shall be annually compensated as per Appendix B-2 of this Agreement.
- F. 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.

ARTICLE XV - TEACHER DISCIPLINE

For reasons that are not arbitrary and capricious 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. Any complaint that pertains to a teacher's performance or behavior must be immediately brought to the attention of the teacher. No record of any complaint may be placed in a teacher's personnel file until the Board or its delegate has an opportunity to investigate and evaluate the matter which is not to be done in an arbitrary and capricious manner. In situations involving student performance and pedagogical matters the complaining party must contact the teacher to resolve this

matter. Should the matter not be resolved at the classroom level the Principal may determine further investigation is necessary and meet with the teacher to discuss the matter. Teachers must be made aware of any and all complaints lodged against them and be presented with appropriate documentation lodged by the complainant. Should any discipline of teachers result he/she shall have the opportunity to respond in writing.

- 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.
- F. 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 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. 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. 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 Association shall notify the respective building principal by the first Friday of the school year whom the Association representative will be for that academic year. 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.

- F. 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 a violation 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. However, 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 district's 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. Lane changes will be granted prior to the start of the first semester and prior to the start of the second semester each school year. Association members are encouraged to submit a letter of intent to district office as early as practicable with this intention to help budget forecasting.

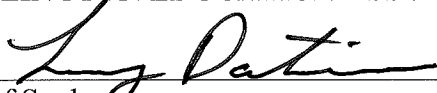
ARTICLE XXII - PROFESSIONAL CURRICULUM STUDY COMMITTEE

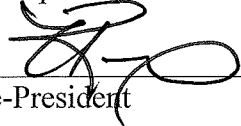
There shall be a joint committee established composed of Association Representatives representing each of the buildings who shall be appointed by the Association and Board Representatives appointed by the Board. The purpose of this committee is to discuss issues and make recommendations to the Board, concerning matters relating to the Academic curriculum.

ARTICLE XXIII - DURATION OF AGREEMENT

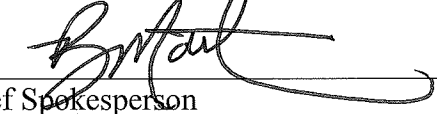
The terms and conditions of this Master Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

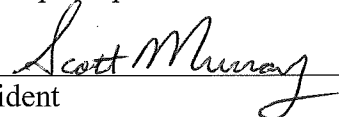
MILLINGTON EDUCATION ASSOCIATION

BY 
Chief Spokesperson

BY 
Vice-President

MILLINGTON BOARD OF EDUCATION

BY 
Chief Spokesperson

BY 
President

APPENDIX A-1 - SALARY SCHEDULE

2016-2019

STEP	BA	BA + 18	BA + 30 or MA	MA + 15
0-2	38398	39888	41510	42944
3	39888	41385	43264	44694
4	41385	42884	45012	46444
5	42884	44634	47140	48575
6	44373	46382	49274	50704
7	45868	48129	51406	52837
8	47357	49881	53538	54969
9	48853	51632	55672	57098
10	50341	53384	57803	59232
11	51834	55129	59934	61360
15	0	57533	63115	64546
19	0	59934	66293	67728
23	0	62338	69476	70908

Steps will move for all three (3) years of the agreement.

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	

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

CLASS VI 4.5%
Varsity Cheerleading
Assistant Freshman Football

CLASS VII 3.75%
Junior Varsity Cheerleading
Freshman Cheerleading
Assistant Junior High Football

CLASS VIII \$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

DEPARTMENT HEADS 2.00%

CLASS ADVISORS:

Senior	3.75%
Assistant Senior	2.25%
Junior	3.75%
Assistant Junior	2.25%
Sophomore	2.25%
Freshman	2.25%

ENRICHMENT ACTIVITIES:

Debate/Forensics	3.37%
Assistant Debate	1.50%
TARC Director	3.00%
Science Olympiad Advisor	3.00%
FFA	3.00%
FHA	3.00%
Publication Director-Senior High	4.50%
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	7.50%
Junior High Band Director	3.75%
Varsity Choir Director	3.75%
Junior High Choir Director	1.87%
Play Musical Director	1.50%
Asst. 5 th and 6 th Band Director	1.50%
Drama Director	4.50%
Drama Producer	4.50%

MENTOR TEACHER 1.12%

ELEMENTARY ACTIVITIES:

Student Council	1.50%
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 184, 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	2016-2017
New Teacher Orientation	August 29 (M)
Teacher Work Days	August 30 (T) – September 1 (TH)
Labor Day – No School	September 2 (F) – September 5 (M)
First Day for Students	September 6 (T)
County Professional Development ½ Day for All Students	October 28 (F)
End of 1 st Marking Period Students ½ Day	November 4 (F)
Kirk Elementary P-T Conferences 4:00 – 7:00 p.m.	November 9 (W) –10 (TH), 2016
Jr./Sr. High School P-T Conferences 5:00 – 8:00 p.m.	November 9 (W) –10 (TH), 2016
No School – Thanksgiving Break	November 23 (W) – November 25 (F)
Winter Break	December 22 (TH) – January 2 (M)
School Resumes	January 3 (T)
Professional Development ½ Day for All Students	January 13 (F)
½ Day for All Students	January 26 (TH)
End of 1 st Semester ½ Day for All Students	January 27 (F)
County Professional Development ½ Day for All Students	March 16 (TH)
No School – Spring Break	March 27 (M) – 31 (F)
School Resumes	April 3 (M)
End of 3 rd Marking Period Students ½ Day	April 7 (F)
No School – Good Friday	April 14 (F)
Professional Development ½ Day for All Students	May 26 (F)
No School – Memorial Day	May 29 (M)
½ Day for All Students	June 7 (W)
Last Day for All Students & Teachers ½ Day for Students	June 8 (TH)
Student Days	180
Teacher Days	184
Professional Development Days	Total of 5 (3 full; 4 half)

APPENDIX D - INSURANCE

- A. The school district will pay full monthly coverage to a Health Alliance Plan (HAP) with a deductible of 1300/2600 including a Health Savings Account (HSA) that will be frontloaded by Millington Community Schools on January 1 of each year to the amount of 1050/2100. Prescription co-pays after the deductible has been met will be 10/40/80 while 90-day supplies will be 20/80/160. Office visits, urgent care, and emergency visits have no co-pays after the deductible has been met. There are 20 chiropractic visits included in the plan. There is no co-pay after the deductible has been met. The out-of-pocket maximum is 1800/3600. Preventative care is covered under the plan. It is further understood that coverage for Association members shall be as defined in the "Benefits at a Glance" summary presented by 44 North. The parties agree that the employee will pay any fees administered by Frankenmuth Credit Union (FCU) through automatic withdrawal from their HSA card. They will also earn interest on their HSA according to FCU rates. Provisions for the medical insurance coverage shall be in compliance with PA 152. Premiums will be in accordance with the hard cap option.
- 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 an amount based on the following graduated scale: 0-5 teachers = \$200 per month, 6-10 teachers = \$300 per month, 11+ teachers = \$400 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. 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.
- 4. 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.
- 5. Teachers working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
- I. Benefit levels for vision, dental, LTD and term life insurance shall reflect the current plans.

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 BEHAVIOR MANAGEMENT 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.

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding is being executed contemporaneously with the execution of the parties 2013-2016 tentative agreement. Upon ratification by both parties, District and Union agree to the provisions of the MOU.
2. As a result of the enactment of Public Acts 102 and 103, language relating to the prohibited subjects in Section 15 (I3) j-o of PERA as amended, which are in conflict with the aforementioned acts are rendered null and void. Any contract language shall not be the subject of any grievance by the Millington Education Association.
3. Any provision of the CBA which conflicts with or is inconsistent with the Revised School Code, the Michigan Teacher Tenure Act, or the Public Employees Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of the CBA will not be followed and will not be enforceable.
4. In the event that a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or such public acts are repealed or modified, then the applicable portions of the omitted or modified language affected by the court decisions or legislative amendments shall be modified or reinstated into the CBA as appropriate. In the event that the parties are unable to agree upon the impact of such court decisions or legislative amendments, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings and amendments.
5. The parties understand that a court or administrative agency of competent jurisdiction may deem the MOU to be unenforceable since it related to prohibited subjects of bargaining. However, the parties sign this MOU in the good faith belief that it is enforceable as written and conducive to positive labor relations between them to clarify their respective rights and obligations in light of Public Acts 102 and 103 of 2011.
6. It is further agreed and understood that should any of the provisions of the 2011-2013 Master Agreement listed below be found legal or not contrary to law, then such provisions or applications shall be reinstated in the Master Agreement, but all other provisions or applications shall remain void.

- 7. This document represents the parties entire understanding as to the matters defined in the MOU and no other agreement is binding unless in writing and signed by the parties.

FOR THE BOARD

FOR THE ASSOCIATION

Date: _____

Date: _____

CONTRACT LANGUAGE AFFECTED BY MEMORANDUM OF UNDERSTANDING

(See Above)

ARTICLE IV – PROFESSIONAL COMPENSATION

- 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.

ARTICLE VI – TEACHING LOADS, ASSIGNMENTS AND HOURS

- 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.

ARTICLE VIII – LEAVES OF ABSENCE

- A. 3 in accordance with Article IX.
- A. 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.
- A. 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 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.
- B. 2 Involuntary transfers will be minimized and avoided when possible.

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

(Title change)

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 teacher 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 equalifications 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.

ARTICLE XIII – LEAVES 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.

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.
 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.