

3398

6/30/98

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE
MILLINGTON COMMUNITY SCHOOLS

AND

THE TRI-COUNTY BARGAINING ASSOCIATION, MEA/NEA

1995-1996 THROUGH 1997-98

Millington Community Schools

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AGREEMENT

This Agreement made and entered into this 20th day of November, 1995, 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 of 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 five (5) 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 two (2) 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.
- G. The provisions of this contract and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or participation in any employee organization or refraining from such membership or participation in. This provision shall not be the basis of nor included in any grievance. The parties specifically recognize that the arbitrator's function is to interpret the express provisions of this contract and that the arbitrator shall have no authority to interpret the law pursuant to this provision.

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 the 18-hour continuing teaching certificate shall move the teacher's salary from BA to BA+18; presentation of the 30-hour continuing certificate or Master Degree transcripts shall move the teacher's salary to BA+30 - MA. 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.

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 G 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.

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 within their major and minor fields of certification. Teachers assigned classes outside their areas of certification for more than the first semester shall have the option of resigning from employment by the school district within fifteen (15) days of receiving notice of such assignment from the administration.

- 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 the junior and senior high schools will be twenty-five (25) 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 the junior and senior high schools will be as scheduled:
- a. Ten (10) minutes of before school supervision.
 - b. Five (5) classes of instruction not exceeding fifty-six (56) minutes per class or less than fifty (50) minutes per class. The difference in these times shall be used in a manner mutually agreed to by the building staff and administrator.
 - c. One (1) related work hour equivalent to the length of one (1) class.
 - 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 high school or junior high school teacher who covers a class during his/her related work hour, as defined above, shall be compensated at a rate of \$14.00 per hour for the 1995-96 school year, \$15.00 per hour for the 1996-97 school year, and \$15.00 per hour for the 1997-98 school year, provided that said duty shall be voluntary except in the case of an emergency.
- E. 1. The hours for the elementary school will be as scheduled:
- a. Fifteen (15) minutes of before school supervision.
 - b. Five and one-half (5 1/2) hours of instruction.
 - c. Fifteen (15) minutes of after school supervision.
 - d. Elementary teachers will have a thirty (30) minute duty-free lunch period at noon.
 - e. Elementary teachers will have a ten (10) minute supervision period at noon.

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.
 4. An elementary teacher who covers a class during his/her related work time, as defined above, shall be compensated at a rate of \$14.00 per hour for the 1995-96 school year, \$15.00 per hour for the 1996-97 school year, and \$15.00 per hour for the 1997-98 school year, provided that said duty shall be voluntary except in the case of an emergency.
- F. Teachers who volunteer their service for chaperoning duties will be paid ten dollars (\$10.00) 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.
1. Teachers are required to attend all staff meetings scheduled by their building principal unless previously excused.
 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 \$9.50 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 G, 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 G, line 2 which, when the total exceeds twenty (20), the teacher will be paid \$9.50 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 G, 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.
- H All meetings, conferences, etc., shall not excessively interfere with the teaching assignments of the teachers.
- I. The Board agrees to make available to the teachers in each school basic materials necessary for instructional use. 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. To the extent finances and facilities permit, the number of pupils assigned per teacher shall not exceed the following listed maximums. Since this is the goal of the district to stay below these numbers, teachers will accept assignments above the maximum listed for each area on a temporary basis only if limited finances and facilities should develop. 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	<u>1993 forward</u>
Developmental Kindergarten	18
K thru 3	28
4 thru 6	31
Special Education	State Standards
JUNIOR AND SENIOR HIGH	<u>1993 forward</u>
English	32
Social Studies	32
Math	32
Science	32

Foreign Language	32
Agriculture	32
Speech	32
Band	No limit
Vocal Music	No limit
Phys. Ed.	55
Business*	32
Drafting*	32
Industrial Arts*	30
Homemaking*	30
Art*	30
Typing*	42
Computer*	30
Photography*	30
Special Education	State Standards

* or number of stations whichever is least

1. 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. The administration will attempt to provide backup equipment for computer and typing classes.
- 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 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.

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

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

1. Qualifications for the pre-K to 6-grade teachers:
 - a. A minimum of six (6) semester hours of credit in elementary reading methods, or
 - b. A minimum of one (1) year's experience at the pre-K to 6-grade level within the previous five (5) years of employment within the district or a minimum of a minor in the subject area.
2. Qualifications for 7 and 8 grade teachers:
 - a. A minimum of 20 semester hours credit in the subject area
or
 - b. A minimum of a minor in the subject area.
3. Qualifications for the 9 to 12 grade teachers.
 - a. Those qualifications necessary to meet the North Central Association requirements for teaching in the subject area,
and
 - b. A minimum of one (1) year's experience at the 9th to 12th grade level within the previous five (5) years of employment with the district in the subject area, or a minimum of a minor in the subject area.

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 subsection 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 or 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. A teacher employed to fill a vacancy due to a tenure teacher being granted a Board approved leave of absence shall be a temporary employee who may not accrue seniority while employed in that capacity, and employment may be terminated upon return of the teacher on leave, provided that seniority shall accrue for the time of temporary employment if the temporary employee is offered unbroken employment by the Board in that or another teaching position.
 - H. 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

The Association recognizes that regular attendance by teachers is in the best interest of the educational program.

- A. In case of absence of teacher from service due to personal illness the teacher will be allowed twelve (12) days for each year with accumulation to one hundred ten

(110) days without pay deductions. Up to five (5) days, deductible from sick leave time, may be used for each occurrence of a serious illness in the immediate family. Immediate family shall be defined as spouse, child, parent(s), grandparent(s) or parent(s) of spouse. 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 family. (Immediate family is defined as spouse, child, father, mother, grandparents, grandchildren, sister, or brother). In addition to the 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.

- B. Each teacher may use two (2) days of sick leave time per year for personal leave by twenty-four (24) hour advance mutual arrangement between the teacher and Administration. Permission will only be granted after substitutes are obtained, when applicable. These personal leave days are not accumulative.

No personal leaves may be taken two (2) days immediately preceding or following vacation periods, legal holidays occurring during the school term, or other school vacation.

- C. 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.
- D. 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.
- E. 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.
- F. 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 \$30.00 per day for each day of unused sick leave.
- B. A committee will be formed to work on a retirement incentive plan.

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 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. Military Service - Re-employment of Teachers - An act to provide for the re-employment of school districts of teachers who are honorably discharged from military service.

388.421 Re-employment of school teachers honorably discharged from military service.

Section 1. Any teacher who has left or leaves a teaching position other than a temporary teaching position, in any school district in Michigan in order to serve in any branch of the armed services of the United States and who upon termination of such services (1) receives an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within ninety (90)

days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and unless circumstances have so changed as to make it impossible or unreasonable to do so.

History: CL 1948, 333.421

388.442 Restoration without loss of status of seniority; benefits.

Section 2. Any teacher who is restored to a position in accordance with the provisions of this act shall be considered as having been on leave of absence during his period of training and service in the military forces of the United States, shall be restored without loss of status or seniority, shall be entitled to participate in any benefits under the established rules and regulations of the school district and shall not be discharged from such position without cause within one (1) year after such restoration.

History: CL 1938, 388.422

- G. Employee shall not be allowed use of sick leave benefits during an unpaid leave of absence.
- H. 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.
- I. 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 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. 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. At that meeting the teacher may elect to have an Association Representative present during said conference.**
 - 2. Tenure teachers shall be observed and evaluated at least every other year. 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. 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. Annual TB Report and all required medical information**
 - 2. All Teacher Evaluation Reports**
 - 3. Teacher Certificate**
 - 4. A Transcript of Academic Records**
 - 5. Tenure Recommendation**

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. Ref: - Teacher Tenure Act. Act No. 4 of P.A. of extra session of 1937 as amended at Regular Session of 1966.

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. The parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board only after written notice to either party between the 15th and 30th days of the month of January in the year of expiration of this Agreement.
- B. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall by mutual agreement be subject to professional negotiations between the parties.

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.
- 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 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 forty-five (45) days after receipt of the answer from the Board. If the request for the selection of an arbitrator is not filed within forty-five (45) 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. Beginning with the 1986-87 school year, there shall be 180 days of student instruction. Should Act of God days cause a loss of student instruction days to a point where the district will suffer a loss of State Aid, the instruction days will be made up with the following understandings:
 - 1. Should make up days become necessary, the first make up day shall be the Mid-Winter Break day designated in the calendar. All other make up days will be added on the end of the calendar set forth in Appendix C.
 - 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. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may use his/her personal leave or sick leave or at his/her discretion apply for unpaid leave time to cover any lost time.
 - 4. Should the provisions of the state law, the Department of Education and/or the State Board of Education Rules and Regulations be rescinded, or modified, to provide that the State Aid will not be reduced in the event Act of God days are not made up, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by Law.

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. 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.
- F. Should the District change its policy, or state law change regarding any of the following issues:
 - Inclusive Education
 - School Improvement Plans
 - Site-Based Decision Making

the parties agree to form committees as necessary to study the implementation of these issues and make recommendations to their respective parties. Any decisions reached by a committee shall not be in violation of Board policy or the Master Agreement unless mutually agreed to by the Board and the Association.

- G. 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 - \$25.00, full day - \$50.00.

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

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, 1998. Salaries shall be retroactive to the beginning of the school year. 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 *John H. Negowski*
Chief Spokesperson

BY *Quincy Huts*
President

MILLINGTON BOARD OF EDUCATION

BY *Robert T. Balin*
President

BY *Steph Mayoff*
Secretary

APPENDIX A-1**1995-96 SALARY SCHEDULE**

2.7% increase

Appendix A-1 1995-96 Salary Schedule - 2.7% Increase

STEP	BA	BA+18	BA+30 or MA	MA+15
0-2	29569	30716	31965	33070
3	30716	31869	33315	34418
4	31869	33022	34662	35765
5	33022	34371	36302	37407
6	34171	35718	37944	39046
7	35322	37062	39585	40688
8	36468	38411	41228	42330
9	37620	39760	42871	43970
10	38765	41109	44512	45613
11	39916	42452	46153	47252
15		44303	48602	49704
20		46153	51051	52155
25		48005	53501	54605

Appendix A-2 1996-97 Salary Schedule - 2.7% Increase

STEP	BA	BA+18	BA+30 or MA	MA+15
0-2	30367	31545	32828	33963
3	31545	32729	34215	35347
4	32729	33914	35598	36731
5	33914	35299	37282	38417
6	35094	36682	38968	40100
7	36276	38063	40654	41787
8	37453	39448	42341	43473
9	38636	40834	44029	45157
10	39812	42219	45714	46845
11	40994	43598	47399	48528
15		45499	49914	51046
20		47399	52429	53563
25		49301	54946	56079

Appendix A-3 1997-98 Salary Schedule - 2.25% Increase

STEP	BA	BA+18	BA+30 or MA	MA+15
0-2	31050	32255	33567	34727
3	32255	33465	34985	36142
4	33465	34677	36399	37557
5	34677	36093	38121	39281
6	35884	37507	39845	41002
7	37092	38919	41569	42727
8	38296	40336	43294	44451
9	39505	41753	45020	46173
10	40708	43169	46743	47899
11	41916	44579	48465	49620
15		46523	51037	52195
20		48465	53609	54768
25		50410	56182	57341

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.

APPENDIX B-1

ATHLETIC/RECREATION SALARY SCHEDULE

CLASS I

Head Football (B)	12%
Head Basketball (B&G)	

CLASS II

Head Wrestling (B)	10%
Head Baseball (B)	
Head Softball (G)	
Head Track (B&G)	
Intra-mural Director	

CLASS III

9%

Varsity Volleyball (G)
Varsity Gymnastics (G)
Assistant Varsity Football (B)
Junior Varsity Football (B)
Junior Varsity Basketball (B&G)

CLASS IV 8%
Varsity Golf (Co-Ed)
Varsity Cross Country (Co-Ed)
Junior Varsity Wrestling (B)
Junior Varsity Baseball (B)
Junior Varsity Softball (G)
Junior Varsity Track (B&G)
Assistant Junior Varsity Football (B)

CLASS V 7%
Junior Varsity Volleyball (G)
Freshman Coaches:
Football (B)
Basketball (B)
Baseball (B)
Softball (G)

Junior High Coaches:
HD Football (B)
Wrestling (B)
Basketball (B&G)
Volleyball (G)
Track (B&G)
Junior High Intramural Program

CLASS VI 5%
Football - Flag (B)
Volleyball (G)
Gymnastics (G)
Junior High Asst. Football

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. In addition, each person shall receive 7.5% increase of the above rates beyond Step 6 for each four (4) years experience in a given area.

APPENDIX B-2

ACADEMIC AND ENRICHMENT SALARY SCHEDULE

CLASS ADVISORS:

Senior	3%
Assistant Senior	1.5
Junior	3
Assistant Junior	1.5
Sophomores	1.5
Freshman	1.5

ENRICHMENT ACTIVITIES:

Debate/Forensics	4.5%
Assistant Debate	2
FFA	4
FHA	4
Publication Director-Senior High	6
Junior High Yearbook Editor	3
Student Council - Senior High	3
Student Council - Junior High	3

DRIVER EDUCATION:

1995-96	\$14.63 per hour
1996-97	\$15.03 per hour
1997-98	\$15.37 per hour

Driver Education Coordinator	5%
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CHEERLEADERS:

Varsity	3.5%
Junior Varsity	3
Freshman	2
Junior High (7)	1.5
Junior High (8)	1.5

PERFORMING ARTS:

Varsity Band Director	10%
Junior High Band Director	5
Varsity Choir Director	5
Junior High Choir Director	2.5
Play Director	4
Play Producer	4
Play Musical Director	2
Assistant 5th and 6th Grade Band Director	2

ELEMENTARY ACTIVITIES:

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

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. In addition, each person shall receive 7.5% increase of the above rates beyond Step 6 for each four (4) years experience in a given area.

Distributive Education: When the administration directs the Distributive Education instructor to operate the school store, it will be treated as a regular teaching assignment. This specifically means that 1/6 of his regular teacher salary will cover his assignment of operating the school store.

APPENDIX C - SCHOOL CALENDAR

	1995-96	1996-97	1997-98
Teacher Work Day	August 28, 1995	August 23, 1996	August 22, 1997
Teacher Inservice		August 26, 1996	August 25, 1997
First Day for Students	August 29, 1995 (1/2 Day K-12) (Students Only)	August 27, 1996 (1/2 Day K-12) (Students Only)	August 26, 1997 (1/2 Day K-12) (Students Only)
Labor Day - No School	September 1, 4, 1995	September 2, 1996	September 1, 1997
Teacher Inservice	October 16, 1995	October 21, 1996	October 20, 1997
End of First Marking Period	November 3, 1995 (1/2 Day K-8) (Students Only)	November 1, 1996 (1/2 Day K-8) (Students Only)	October 31, 1997 (1/2 Day K-8) (Students Only)
Parent/Teacher Conference	Week of November 6, 1995 (evening 3 hours) two nights to be coordinated between buildings November 10, 1995 (No School K-12) (ALL)	November 12, 13, 14, 1996 (evening 3 hours) November 15, 1996 (No School K-12) (ALL)	November 11, 12, 13, 1997 (evening 3 hours) November 14, 1997 (No School K-12) (ALL)
Thanksgiving Break	November 23, 24, 1995	November 28, 29, 1996	November 27, 28, 1997
Christmas Break	December 22, 1995 - January 2, 1996	December 21, 1996 - January 5, 1997	December 20, 1997 - January 4, 1998
First Semester Ends	January 19, 1996 (1/2 Day K-12) (Students Only)	January 17, 1997 (1/2 Day K-12) (Students Only)	January 16, 1998 (1/2 Day K-12) (Students Only)
Classes Resume	January 22, 1996	January 20, 1997	January 19, 1998
Teacher Inservice	February 19, 1996	February 17, 1997	February 16, 1998
End of Third Marking Period	March 22, 1996 (1/2 Day K-8) (Students Only)	March 21, 1997 (1/2 Day K-8) (Students Only)	March 20, 1998 (1/2 Day K-8) (Students Only)
Parent/Teacher Conference	March 27, 1996 (evening 3 hours) March 28, 1996 (1/2 Day K-12) (Students Only) (3-1/2 hours conferences-afternoon) (3 hours conferences-evenings) March 29, 1996 1/2 Day K-12) (ALL)	March 25, 1997 (evening 3 hours) March 26, 1997 (1/2 Day K-12) (Students Only) (3-1/2 hours conferences-afternoon) (3 hours conferences-evenings) March 27, 1997 (1/2 Day K-12) (ALL)	March 25, 1998 (evening 3 hours) March 26, 1998 (1/2 Day K-12) (Students Only) (3-1/2 hours conferences-afternoon) (3 hours conferences-evenings) March 27, 1998 (1/2 Day K-12) (ALL)
Teacher Inservice (1995-96 only)	3 evening hours to be determined by building principals		
Easter Break	April 5, 1996 - April 14, 1996	March 28, 1997 - April 6, 1997	April 10, 1998 - April 19, 1998
Classes Resume	April 15, 1996	April 7, 1997	April 20, 1998
Memorial Day	May 27, 1996	May 26, 1997	May 25, 1998
Last Day Students	June 5, 1996 (1/2 Day K-12) (Students Only)	June 5, 1997 (1/2 Day K-12) (Students Only)	June 4, 1998 (1/2 Day K-12) (Students Only)
Teacher Work Day	June 6, 1996	June 6, 1997	June 5, 1998
Student Days	180	180	180
Teacher Days	186	187	187

APPENDIX D - INSURANCE

- A. The school district will pay full monthly coverage to MESSA or equivalent to and/or better carrier for the following policies: employee only, employee and spouse, or employee and children, employee and family, on hospital, medical, surgical insurance premiums of contracted teachers insured by the MESSA or equivalent to and/or better carrier under a Group Insurance Program for teachers, who have indicated a desire to participate in the program. The MESSA Program shall include the MESSA- Care Rider.
- B. The Board will provide to all certified teachers dental insurance through the MESSA Delta Dental Plan Class D with Orthodontic Rider 0-6 coverage, or equivalent to and/or better coverage, which includes 75% of Class I, 60% of Class II, and 75% of Class III charges.
- 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 MESSA 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 current MESSA Super-Med I program with the MESSA-Care Rider.
- F. The Board agrees to provide the premium payment toward \$25,000 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 60% of the normal monthly earnings to a maximum benefit amount of \$2,500.00.

- H.
1. Teachers newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
 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, spouse and/or qualified dependents eligible for Medicare.
 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 MESSA Vision Service Plan (V.S.P.) 2.
- J. During the term of this Agreement, to reduce insurance costs, the Board may purchase its insurance as a PAK from MESSA. Any such purchase shall not create a term and condition of employment under the Public Employment Relations Acts (PERA) although such purchase may result in some enhanced benefits greater than required by the contract. Such purchase, however, shall not diminish the employees' benefits as provided in Appendix D, Insurance. The Board's obligation shall only be to provide the coverage that is required in Appendix D, Insurance.

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 AGREEMENT

Pursuant to the rulings of the Michigan Employment Relations Commission, (see Jackson Public Schools v Jackson Education Association, MEA/NEA and Lansing School Education Association v Lansing Public Schools), substitute teachers are no longer considered to be appropriately included in a bargaining unit with full time teachers. Therefore, all references to substitute teachers shall be deleted from the master Agreement.

FOR THE BOARD

Robert T. Berlin
[Signature]
Robert J. Peterson

FOR THE ASSOCIATION

John Meryworski
Dennis [Signature]

Dated this 20th day of November, 1995.

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