

MASTER AGREEMENT
BETWEEN THE
MADISON EDUCATION ASSOCIATION
AND THE MADISON BOARD OF EDUCATION

August 6, 2012 - August 23, 2014

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AGREEMENT

This Agreement entered into this tenth day of June 2013 by and between the Madison District Public Schools of the City of Madison Heights, Michigan, hereinafter called the "Board" and the Madison Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association, following negotiations, have reached certain understandings with respect to hours, wages, terms, and conditions of employment.

NOW THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all contractual certificated teaching personnel employed, those granted leave and those teachers on layoff from the Board. The following teaching personnel comprises this bargaining unit: teachers of grades pre-school special education through 6; teachers of music, art, library, physical education; counselors; teachers of subjects grades 7 through 12; teachers of all special education classes; reading support teachers; department chairpersons; speech therapists; social workers; and school psychologists.

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

It is recognized in this Agreement that sentences employing the masculine pronoun shall also include the feminine. Further, it is recognized that the generic term of teacher shall apply to all identified members of the bargaining unit.

ARTICLE II

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education unless it is proven to reflect adversely on the teacher, other faculty members, the students, or the Board of Education.
- C. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, handicap or marital status.
- D. Teachers shall make preparation for daily instruction.
- E. While not mandatory, teachers are encouraged upon request to serve on committees approved by the administration for the improvement of the Madison District Schools.
- F. Teachers may be required to give reasonable account for student behavior, materials used, and facilities assigned to them.
- G. Teachers will not organize any club or student group within the school without prior approval of the Board.

- H. Each teacher can review the contents of his/her own personnel file, excluding teacher placement files and letters of recommendation, by making an appointment with the Superintendent, or designee. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review.
- I. Any Teacher suffering a bodily injury or occupational related illness during the individual's established working hours, must report the same to the teacher's building Principal in order that the request for coverage under the Worker's Compensation Act will be initiated.
- J. Teachers will discipline students utilizing the Student Code of Conduct adopted by the Board.
- K. Each Teacher must have a currently valid State of Michigan teaching certificate recorded in the Personnel Office for the current school year by November 1.
- L. The Teacher must, at the request of the County Nurse, produce evidence of freedom from communicable diseases.
- M. Each certificated person is expected by the Board and the Association to fulfill the terms of his/her contract of employment.
- N. Upon the recommendation of a Teacher's immediate supervisor, for just cause, after a hearing with the administration and the Association, the Board may request a physical and/or psychiatric examination.

The physical or psychiatric examination request shall be implemented in the following way:

1. The doctor(s)/psychologist(s) administering said examination(s) shall be selected by the Teacher from a list of not less than five (5) physicians/psychologists suggested by a medical referral organization in the appropriate specialty, provided by the Board, and shall be at the Board's expense, and at no charge to the Teacher's accumulated sick leave allowance.
2. The Teacher shall have the right to seek an alternate medical psychological opinion at the Teacher's expense.

3. Before any report is made to the Board by the examining physician(s)/ psychologist(s), the Teacher will have a consultation with the physician(s)/psychologist(s) at the Board's expense.
 4. If the doctor's/psychologist's report gives sufficient evidence that the Teacher's performance is affected, the Board will make available any reasonable assistance of an appropriate nature.
- O. If the Board considers placing a teacher on a leave of absence, in accordance with Article V, Section 38.112, of the Teacher Tenure Act, it shall be for just cause.
1. Just cause for an initial incident shall be defined in the following process:
 - a. Observation of the Teacher's performance/behavior by an administrator.
 - b. Recommendation of a doctor/psychologist that the Teacher be placed on a leave.
 2. Just cause for continual, long-term, incidents shall be defined in the following process:
 - a. Observations of the performance by administrator with reference to such in the Teacher's evaluation.
 - b. Clear indication that the Teacher must improve and the consequence of failure to do so; with an opportunity for the Teacher to make improvement(s).
 - c. Assistance from administrators and District resources to remedy any inadequacies indicated in the evaluation or conference.

ARTICLE III

TEACHER PROTECTION

- A. The Board and the administration recognize their responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline of students, based on policies as adopted by the Board of Education. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional services, the Board will take reasonable steps, within the confines of the law, to relieve the teacher of responsibilities with respect to such pupils for the class, period, or day.

- B. A teacher may temporarily dismiss a student from a class hour for just cause. It shall be considered just cause, if the student is grossly offensive toward the teacher, other students, physical plant or equipment; if the misbehavior is persistent or chronic; or if the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. However, the teacher will insure that the student is granted due process. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. In some cases, the principal and/or the teacher involved may wish to refer the student in accordance with Public Act 198, of 1971 (see Article XI).

- C. Any case of assault or personal injury upon a teacher should be reported to the administration, and to the union representative, as soon as possible. If the teacher elects to take legal action, the Board may provide legal counseling to advise the teacher of his/her rights and obligations and render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- D. If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, a full written report will be filed at the earliest possible moment, but not to exceed two (2) school days, with the Superintendent by the teacher including information from the administration and any witness. The Board will provide legal counseling to advise the teacher of his/her rights and obligations in cases resulting from disciplinary actions or unprovoked situations. The Board will render reasonable legal assistance, when applicable, to the teacher, upon

recommendation of the Board's attorney, in connection with the handling of the incident by law enforcement, judicial and medical authorities.

- E. Time lost by a teacher in connection with any incident in this Article shall not be charged against the teacher--except in cases when the teacher is subsequently found guilty by any formal proceeding.

- F. Complaints by a parent directed toward a teacher shall promptly be called to the teacher's attention if a record may be made.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, terminate their membership in the Association, or pay a fee as herein established.
1. To the extent permitted by law, the authorized deduction of Association dues or service fees shall be made from a regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom deductions have been made.
 2. Teachers in the bargaining unit shall on or before the thirtieth (30) day following the beginning of the school year, beginning of their employment, or the execution of this collective bargaining Agreement, whichever is later, as a condition of employment or of continued employment either:
 - a. Become members of the Association, or
 - b. Pay to the Association an amount of money equal to the dues of the Association (including the National and Michigan Education Associations).
 - c. Teachers hired during the school year shall be required as a condition of employment to tender (through direct payment or deduction authorization) only a *pro-rata* amount of fees. Such *pro-ratum* shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
 - d. Part-time or specially-certificated teachers in the bargaining unit shall be required to join the Association or pay a service fee thereto.

In the event that a teacher shall not pay such fees or dues to the Association or authorize payment through payroll deduction, the Board shall cause the termination of employment of such teacher.

3. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall:
 - a. The Association shall notify the teacher of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
 - b. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges agrees not to discriminate between or among various persons who may have refused to pay the fees.
 - d. Any teacher whose employment will be terminated because of his/her non-conformity to this Section (Association Security) may be continued in normal function until the end of the school year. In case of an appeal by such teacher, termination shall not occur until such appeal has resulted in a final decision by an agency or court of competent jurisdiction.
4. If any court of competent jurisdiction or administrative agency holds that this "Association Security" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law and/or regulations, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

5. In the event the Board, acting on the request of the Association discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall assume all cost, provide attorneys, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.
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- B. Membership in the Association shall be open to all teachers regardless of race, creed, religion, color, national origin, age, sex, handicap, or marital status.
 - C. The Association and its representatives shall by written request, and with the approval of the building principal or Superintendent, have the right to reasonable use of school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board's established rental charge shall apply. In case of denial, an explanation shall be forthcoming.
 - D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.
 - E. The Association, in accordance with existing building policies, may use school facilities and equipment, including computers, printers, and copying options, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association agrees not to use the aforementioned equipment to produce inflammatory or derogatory materials pertaining to the Board and/or administration.
 - F. The Association may post notices of its activities and matters of Association concern on the teachers' lounge bulletin boards. Bulletin board space shall be provided in each building. The Association may use the district mail service and teacher mailboxes as long as this privilege is not abused. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

- G. The Board agrees to furnish to the official representatives of the Association, in response to reasonable requests, from time to time, all available information concerning the financial resources of the district including, but not limited to, the annual financial reports, tentative budgetary requirements and allocations, census and membership data, names and addresses of all members, teacher attendance records, together with other information considered public information as will assist the Association in the rights as conferred by Public Act 379.
- H. The Association will be advised by the Board, in response to reasonable requests, of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed. The Association shall be given, whenever possible, reasonable opportunity to consult with the Board with respect to said matters prior to their final adoption and/or general publication.
- I. The Association agrees to furnish to the official representatives of the Board, in response to reasonable requests, from time to time, all available information concerning the financial resources of the Association including, but not limited to, the annual financial reports, tentative budgetary requirements and allocations, changes in membership data, names of officers and local representatives, and such other information as will assist the Board in exercising its rights and responsibilities as a controlling Board. The Association shall annually notify the Board of the names of its officers and official representatives by October 1.
- J. The Association agrees that any negotiating or grievance procedures initiated by the Association will be done at times other than the normal teaching day, whenever possible. However, should any procedures be requested by the Board, professional arbitrator or the Michigan Employment Relation Commission (MERC) during the normal school day, the designated representatives of the Association and the grievant shall be released from regular duties without loss of salary and/or leave time.
- K. **ASSOCIATION BUSINESS:**
 - 1. A maximum of twenty (20) school days may be used by the Association President or his/her delegated representative for Association business. A written notice for use of these days must be given to the Superintendent for approval or disapproval two (2) days before the date of use.

2. In the event the Association makes use of the entire sum of twenty (20) days before the end of the school year, the Association has the right to use fifteen (15) additional days for Association business upon notification as set forth in the above Section. The Association shall reimburse the Board for the cost of a daily substitute teacher or class coverage, if required, in such event.

ARTICLE V

RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Madison School District and to direct its employees. The Association recognizes such management rights and responsibilities, as conferred by the laws and Constitution of the State of Michigan, and inherent in these responsibilities to manage a public school system, include the right:
1. To the executive management and administrative control of the school system and its properties, facilities, financial resources and the activities of its employees during employee working hours;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
 3. To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the basic means and reasonable methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms hereof that are in conformance with the Constitution and laws of the State of Michigan and the laws and Constitution of the United States.

- B. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the General School Laws and the Tenure Act, are preserved.

- C. The Board will attempt to prevent children from involvement in Association/Board controversies.

- D. If, in the event, a teacher is not continued in employment by the Board of Education, the Board will advise the teacher of the reason(s) in writing upon request.

ARTICLE VI

DEDUCTIONS FOR PROFESSIONAL DUES AND SERVICE CHARGE

- A. Within thirty (30) days after commencement of employment, current contractual teaching personnel may sign and deliver a written authorization for the Association membership dues or for service charge. The Board shall remit the deduction to the Madison Education Association no more than once per month during the employee's contract with the Board. The Board shall have no liability other than the transmittal of such funds to the Association. The employee may cancel such authorization in writing at any time in accordance with Article IV, Sections A, 3 (a and b).

- B. The Association shall indemnify and save the Board and administration harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

ARTICLE VII

PROFESSIONAL GRIEVANCE PROCEDURE

A. **Definition:**

The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or misapplication of this Agreement. A grievance of an alleged misinterpretation or misapplication of written policy not covered in this Agreement can be processed through Step 4.

Purpose:

The primary purpose of the procedures set forth in this Article is to secure, at the lowest administrative level possible, equitable solutions to the stated grievance(s). Parties of interest agree that these proceedings shall be kept as confidential.

B. All grievances shall be handled by the following procedure:

STEP 1

The teacher shall first promptly, within ten (10) school days, discuss any complaint with the principal (or administrative supervisor) in an attempt to resolve the complaint informally. A teacher not satisfied with the results of the personal conference with the building principal (or administrative supervisor) may take the complaint to the Association. The Association representative may visit the principal (or administrative supervisor) in a further effort to resolve the complaint.

STEP 2

If the complaint is not resolved at Step 1, it may then become a grievance and the grievant may invoke the formal Grievance Procedure on the form set forth in annexed Appendix A signed by the grievant and/or the designated representative of the Association. A copy of the grievance form shall be delivered to the principal (or administrative supervisor) within five (5) school days after the original conference. Within five (5) school days of receipt of the formal grievance form, the principal (or administrative supervisor) shall meet with the grievant and/or a representative of the Grievance Committee of the Association in an effort to resolve the grievance. The principal (or administrative supervisor) shall indicate his/her disposition of the grievance in writing within five (5) school

days of such meeting, and shall furnish a copy thereof to the grievant and the President or the appropriate officer of the Association.

STEP 3

If the grievance is not resolved at Step 2, the grievance may be transmitted to the Superintendent by filing a written notice, hand delivered, to his office within seven (7) school days of receipt of the principal's (or administrative supervisor's) disposition. The disposition shall include a copy of all that has transpired in Steps 1 and 2. The Superintendent, or designee, shall meet with the grievant and/or a representative of the Association within five (5) school days of the receipt of the grievance at this step in an effort to resolve it. He shall indicate his disposition thereof in writing within seven (7) school days of such meeting, to the grievant and the President or the appropriate officer of the Association.

STEP 4

If the grievance remains unsolved at the conclusion of Step 3, it may be submitted for binding arbitration at the request of either the Association or the Board, provided written notice of the request for submission to arbitration is delivered to the Board or Association within five (5) working days after the date of receipt of the decision under Step 3.

Following the written notice of request for submission to binding arbitration, a representative of the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide a panel of arbitrators. Both the Board and the Association, in that order, shall have the right to strike a name until only one (1) remains, the one (1) remaining to be the arbitrator.

Powers of the Arbitrator:

It shall be the function of the arbitrator, and he/she shall be empowered, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of specific Articles and Sections of this Agreement.

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. He/She shall have no power to establish salary scales or change any salary, unless, it is found that a teacher has been improperly placed on the existing Salary Schedule.
3. He/She shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to re-employ any teacher to a position on the Extra-Duty schedule(s) Schedule B.
 - c. Any matter involving the substance of the teacher evaluation.
4. He/She shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from the arbitrator's decision if it is within the scope of his/her authority as set forth above. It shall be binding on the Association, its members, the teacher or teachers involved and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.

8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 9. The arbitrator is advised that he/she shall not insert his/her judgment or wisdom for that of the Board's when not in direct conflict with the terms of this Agreement.
- C. If a grievance arises from the alleged action of an authority higher than the school principal (or administrative supervisor) or involves more than one building, the complaint will be presented to the appropriate administrator at Step 1 within ten (10) school days of the complaint.
- D. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specific time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

When necessary, both the Board and the Association agree to speed up the Grievance Procedure when the grievance is filed upon or after May 15 and it could result in irreparable harm to the parties involved if left after the end of the normal school year.

- E. The filing of an alleged grievance must be processed during the contracted year of the alleged grievance.
- F. **INVESTIGATION:**
1. In Steps 1 and 2 of this Procedure, it is understood that the principal (or administrative supervisor) may request two (2) other members of the administration to be present.
 2. In Steps 3 and 4, each party shall have the right to include in its representation appropriate administrators, witnesses and needed counselors to develop facts pertinent to the grievance.
 3. As part of his investigation, the Superintendent, or designee, may meet with the grievant or any member of the bargaining unit in his effort to determine his disposition on the grievance. In no case, however, shall the grievant or any member of the bargaining unit be

in such conference without a member of the Grievance Committee of the Association present.

4. It is also understood that, during the processing of any grievance, the teacher will continue, if requested, to teach his/her regular classes and to perform any duties and responsibilities assigned to him/her by his/her building principal.
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- G. It shall be the general practice of all parties in the interest of the students to process grievances during times which do not interfere with assigned duties, provided, however, in the event it is mutually agreed by the grievant, the Association and the Board to hold proceedings during working hours, a teacher participating in any level of the Grievance Procedure, including binding arbitration, on his/her own behalf or on behalf of the Association, with any representatives of the Board, shall be released from assigned duties without loss of salary and/or leave time.
 - H. If any teacher for whom a grievance is sustained in favor of the teacher and shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. Likewise, if he/she shall be found to have been improperly deprived of any professional compensation related to the grievance, the monetary amount involved shall be paid to him/her.
 - I. In the course of investigating any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
 - J. Every effort will be made to avoid involvement of students in all phases of the Grievance Procedure.
 - K. A formal grievance may be discussed, adjusted, or settled with the grievant without a member of the Association's Grievance Committee being present: however, no adjustment or settlement of a grievance shall be inconsistent with the terms of this Agreement.
 - L. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation, misinterpretation or misapplication of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure; provided, however, that nothing

contained herein will deprive any teacher of any legal rights which he/she presently has. If a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

- M. If an individual teacher has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the Grievance Procedure.

ARTICLE VIII

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board establishes as minimum requirements for initial employment of teachers, the possession of a Bachelor's degree and a currently valid Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accordance with state and federal law.

- B. In order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates or endorsements and their major or minor fields of study.

Qualifications for placement in a position shall be in accordance with state and federal law and will meet the minimum requirements as stated in section A.

- C. It is the responsibility of the teachers with Provisional Certificates who are eligible for Continuing Certificates and those with certificates expiring to make proper application with their state university and/or the Michigan Department of Instruction. Proof of certification is the responsibility of the teacher.

- D. Given current guidelines under state and federal law, for teachers who previously met State of Michigan certification standards, prior to 1992, the district shall make every effort to assist those teachers in meeting minimal qualifications.

From time to time, there may be the need for extra-duties during the school year outside of the normal teaching schedule. Teachers may be asked but are under no obligation to perform these extra duties.

ARTICLE IX

TEACHING HOURS, CLASSLOAD AND ASSIGNMENTS

- A. It is agreed that all teachers have a professional responsibility to provide their students with whatever time and assistance as may reasonably be necessary to promote the educational growth of the students.

Some supervisory responsibilities shared among the teachers are necessary at student functions. Teacher attendance at these functions, unless directly responsible, will be voluntary, but is encouraged by the Association and the Board.

- B. The teacher's normal schedule of teaching and supervisory time of students shall not average more than 350 minutes per day including passing time. The average number of minutes shall be calculated on a weekly basis. However, the parties agree that teachers have a professional obligation to assure the safety of the students at all times.

The working day shall commence at 8:00 a.m. and end at 3:00 p.m. A deviation of thirty (30) minutes (*i.e.*, 7:30 a.m. - 2:30 p.m.) in starting and ending may be scheduled with prior notification to the Association.

High School: a duty free lunch between 25-40 minutes as determined by the student lunch period.

Middle School: a duty free lunch between 25-40 minutes as determined by the student lunch period.

Elementary: a duty free lunch between 30-40 minutes as determined by the student lunch period.

- C. Each teacher will be given conference and preparatory time within the building during the week. This time will be used for planning, developing tests, maintaining records, correcting papers, parent conferences, curriculum development, previewing films, evaluation, student conferences, administrative conferences, etc.

All Elementary teachers shall have a minimum of 200 minutes of conference and preparatory time per week within the pupils' instructional time. Recess time shall not be part of the 200 minutes.

During the school year, grades Pre-Primary through 6 will receive instruction in at least two (2) special areas (for example, but not limited to, mathematics, science, physical education, language arts, fine arts, technology).

1. The principal shall build a building schedule for the specialist teacher(s). The principal will attempt to prevent any one (1) classroom from receiving more than one (1) special class per day.
2. Specialist teacher(s) may schedule multiple classes with the approval of the administration.

- D. No departure from these norms shall be made without prior consultation with the Association.
- E. Teachers in grades 7-12 will be given class assignments which will provide a limit of no more than three (3) separate preparations per semester, whenever possible, within the field of competency and skills of the involved staff.
- F. One (1) staff meeting, beyond the teacher's workday, may be held every month. A written agenda must be posted for the staff meeting to be mandatory. The staff meeting will not exceed one (1) hour. There will be a minimum of 5 days notice for a staff meeting to be mandatory.

Any other meeting, beyond the teacher's workday, called will not be mandatory.

ARTICLE X

CLASS SIZE

- A. The parties agree that class size shall not exceed the following maximums except as provided for in this Article or when the Association has agreed in writing to exceed these maxima.

1. **Class Size Maxima:**

<u>Elementary</u>	<u>Maximum</u>
Kindergarten, Grades First and Second and Third	26
Grades Four through Six	29

The Maximum number of students in Middle and High School Core classes will be 29+3 students per class, but not to exceed two classes.

2. Should any class exceed the maximum listed in Article X, Section A, 1, above, class-size relief shall be implemented no later than the first Monday following the second full week of the new school year.

Should an overload exist after that date, a meeting of the Joint Committee shall be scheduled immediately to address the problem.

3. Class-size overloads may be resolved by any, and/or a combination, of the following means:

- a. Additional sections,
- b. Split sections,
- c. Transfer of students,
- d. Rescheduling of students,
- e. Additional compensation for the teacher

Any method, other than those listed above, utilized to resolve a class-size overload, must be agreed to, in writing, by the Association.

4. At the elementary level maximum class size shall not be exceeded by more than three (3) students.

At the elementary level, when additional compensation is used to resolve a class-size overload, the teacher shall be compensated at the rate of twelve hundred dollars (\$1200) for the first student, twelve hundred dollars (\$1200) for the second student, and two

thousand dollars (\$2,000) for the third student prorated the number of student count days and/or student assigned hours of instruction.

5. At the secondary level maximum class size shall not be exceeded by more than three (3) students; however no teacher shall have more than two (2) class periods or sections over the class size maximum.

At the secondary level, when additional compensation is used to resolve a class-size overload, the teacher shall be compensated at the rate of one hundred-fifty dollars (\$150) per student, per class, per semester, prorated the number of student count days.

6. The maximum number of students in a split section shall not exceed 22.

B. Special Education (*inclusion and mainstreaming*):

1. Certified special education students may be placed in general education classrooms under the least-restrictive-environment provision of the State and/or Federal Special Education Regulations and/or Requirements--full inclusion and/or less than full inclusion.
 - a. When a certified special education student is placed in a general education classroom, the general education classroom teacher will be provided an opportunity to work collaboratively with the Superintendent, or designee, to develop an understanding of the student's special needs, including being provided with release time to visit the "sending" teacher/class/school/center.
 - b. A teacher who will be providing instructional services to a certified special education student in a general education classroom shall be invited, in writing, to participate in the Individual Educational Planning Team (IEPT) which may place the student in a regular-education-classroom environment.

In cases where it is not possible to identify, in advance of the IEPT, the general education classroom teacher, who will be providing educational services to the certified special education student, he/she shall be provided, prior to the placement of the child, an opportunity to meet with the appropriate staff members to review the recommendation(s) of the IEPT and to collaboratively develop a plan to best

meet the needs of the certified special education student as well as the other students in the general education classroom.

- c. No teacher shall be required to perform any procedure (*i.e.*, medical, bodily waste removal, etc.) for a certified special education student.
2. Certified special education students identified as EI, LD, CI, PI, OHI, or AI placed by the sixth Friday after Labor Day, according to the IEPT into a special elementary education program for half (1/2) a day or more will be counted as two (2) students on the regular elementary teacher's class load. However, this provision (counting two for one) shall not violate any State and/or Federal Special Education Regulation and/or Requirement and shall not be utilized to deny a certified special education student placement in a general education classroom.
 3. In the middle and high schools the principal will place special education students certified in accordance with sub-section 1, a and b, above. In the event four (4) special education students are placed in a regular education class, excluding special materials classes, the next special education student shall not be placed prior to a consultation between the classroom teacher and the building principal.
 4. Students from the Oakland Schools Center Program for Autistic Children placed into a regular education program for any part of the day shall be counted as four (4) students on the regular teacher's class load. However, this provision (counting four for one) shall not violate any State and/or Federal Special Education regulation and/or requirement, and shall not be utilized to deny a certified autistic student from the Oakland Schools Center Program placement in a general education classroom.

If legally possible, no more than one autistic student from the Oakland Schools Center Program shall be placed in the same classroom/section, unless the regular education teacher consents to the placement.

An autistic student from the Oakland Schools Center Program shall not be placed into a regular education program until consultation with the classroom teacher, building administrator, and Program Administrator.

ARTICLE XI

SPECIAL STUDENT PROGRAM

- A. The parties recognize that there will be provided special education programs and services in accordance with Public Act 451 of 1976, as amended. The Individualized Educational Planning Team (IEPT) will determine the placement and service of all students with special needs in accordance with the laws of the State of Michigan, Federal Legislation, and the rights of the individual.

- B. A teacher may refer any child to the building special services team who will then in turn normally process the referral through special services personnel or other appropriate staff. Consultation, testing or other evaluations will be considered, and completed, as deemed appropriate and as soon thereafter as the availability of needed personnel permits. Placement of the student will occur after a parent or guardian has consented in writing to the placement agreed upon. The special services personnel responsible for the evaluations will advise teachers of the progress of their referrals. The teacher may be present at the presentation of the case, the Multidisciplinary Evaluation Team, and the Individualized Educational Planning Team meeting. The teacher will participate in the goal setting of identified and certified students and will receive possible advice and assistance from other professional personnel. Where a teacher feels the need for further discussion of a particular student beyond the discussions previously mentioned, he/she may contact the Superintendent, or designee, and arrange for a conference.

- C. These discussions and student plans cannot supplant or interfere with the regular IEPT's decisions and must follow procedures outlined in laws and rules concerning the treatment of confidential information and the rules concerning student and parent rights as outlined in Board policy, State laws, and Federal legislation and regulations. However, this Article is not subject to arbitration.

ARTICLE XII

DEPARTMENT CHAIRPERSON

- A. There will be a chairperson for any department of the secondary school level consisting of three (3) full-time staff members or equivalent.

There will be a chairperson for elementary committees, which include but not limited to math, science, language arts, social studies, and technology.

- B. A teacher selected as department chairperson will be given extra pay as determined by the Extra Pay for Extra Work Schedule.
- C. The purpose of academic committees is to assist in determining the educational vision for the district. The chair of each committee has the responsible to lead these efforts in consultation with the administration. The chairperson of the secondary and elementary committees will have experience in their grade level/subject area. They will be highly qualified, as defined by Federal and State law in the department they are chairing. The administration shall remove a department chairperson who does not perform their duties satisfactorily.

ARTICLE XIII

VACANCIES

- A. The district agrees to give consideration to all present district certified employees, as well as other interested applicants, who wish to apply for known vacancies on June 1 each year.

- B. A list of known vacancies will be posted in the lounge area of each building. A list will again be posted of known vacancies on July 15 of each year on the Board of Education bulletin board.

- C. If a vacancy in a teaching position or a non-supervisory position shall occur during the school year which the Board plans to fill, the Board shall notify all present personnel who have filed a request with the Superintendent, or designee. Requests shall be submitted by June 1 and will be kept active for one (1) year.

- D. A vacancy exists when official action has been taken, pursuant to an incumbent teacher, which vacates a position and the Board determines it should be filled or when the Board creates a new bargaining-unit position which cannot be filled by the reassignment of a current member of the bargaining unit.

ARTICLE XIV

PROMOTIONS

- A. The Association agrees with the Board that, when granting promotions, the most important consideration is to secure the best-qualified personnel available so as to help insure quality education for the youngsters of the Madison District.

Definition

A "Promotion" is a change in position, which results in additional compensation, and the position is listed as an administrative position within the scope of the Board of Education policy. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular and extra-contractual activities.

- B. General procedures for making promotions are as follows:
1. Whenever a vacancy in any administrative or supervisory position in the district shall occur during the school year, the Board shall publicize the same to its present personnel, as well as notifying college placement offices.
 2. Any teacher may apply for such promotion. The Board will consider the professional background and attainments of all such applicants, the length of service in the district and the specialized requirements of the vacant position. The district declares its support for a policy of promotion from within its own teaching staff. The district shall have the full right to hire any personnel from any source within or outside of the district, if in the opinion of the administration; it is in the best interest of the district to do so.
 3. Teachers applying for any promotion should send a request in writing to the Superintendent, or designee, according to the limits on the posting. All such requests will be given consideration.
- C. Any teacher from within the District who has been transferred or promoted to a supervisory position or administrative position within the District prior to June 1, 1981, and shall be returned to a teacher status, shall be entitled to all seniority, as defined in Article XVII, Section A, 1, within the District as continuous teaching service and such rights that he/she may have under the Agreement in effect. Any teacher from within the District who shall be

transferred or promoted after June 1, 1981, to a supervisory or administrative position within the District, and shall later be returned to a teacher status, shall be entitled to seniority credit for prior teaching service within the District.

- D. A teacher interested in being notified about an administrative position that occurs during the summer vacation must:
 - 1. Submit a letter before June 1, which will be kept active for three (3) years.
 - 2. When a teacher is not in the immediate area during the summer, he/she must notify the Superintendent, or designee, as to how he/she can be contacted.

- E. The Board may establish a combined teacher/administrator position. However, the following restrictions shall apply to the individual assignment to the position:
 - 1. For the portion of the time the individual is performing “teaching” responsibilities, he/she shall be considered a member of the Association, subject to all of the provisions of this Master Agreement.
 - 2. An individual assigned to this position shall not evaluate and/or discipline members of the association.
 - 3. The individual(s) assigned to this position shall accrue prorated seniority, as defined in Article XVII, Section A, 1, of this Agreement.

ARTICLE XV

TRANSFERS

- A. The Board and the Association recognize that frequent transfers of teachers may be disruptive to the education process and interfere with optimum teacher performance.

The parties recognize that some transfers may be necessary for educational and administrative purposes and for the interest and aspirations of the teacher.

B. VOLUNTARY TRANSFERS:

1. If a teacher wishes to transfer, he/she shall proceed in the following manner:
 - a. Notify the principal of the school at which he/she is presently working of his/her desire to be transferred and discuss the matter with said principal.
 - b. Notify and discuss the matter with the principal of the school to which he/she wish to be transferred.
2. Requests in writing before February 28 to the Superintendent, or designee, for transfer shall be given priority.
3. The Superintendent, or designee, shall make the determination of the transfer. In the event the request for transfer is not granted, the teacher shall be notified in writing of the reason(s).
4. Teachers will not be transferred unless they are highly qualified as defined by state and federal laws.

C. INVOLUNTARY TRANSFERS

1. It is recognized by both parties that teachers may have to be transferred involuntarily.
 2. When such transfers take place, the administration will consider the staffing concerns of the district and will make transfers accordingly. Teachers will not be transferred to a position unless they are highly qualified as defined Federal and State laws.
 - a. The Board will notify each teacher involved in an involuntary transfer giving written rationale for the transfer.
 - b. The Board will notify the Association of teachers transferred.
- D. Upon written request to the Superintendent, or designee, any teacher involved in an involuntary or voluntary transfer shall be given first consideration for re-assignment to the area from which that teacher was transferred.

ARTICLE XVI

LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted by the Superintendent, upon the approval of the Board of Education, to any teacher who has been granted tenure, upon written application by March 1 and shall be given consideration, for the following purposes:
1. Engaging in full-time study at an accredited college or university providing such study is reasonably related to his/her professional responsibilities.
 2. Participating in exchange teaching programs of the United States Department of State provided said teacher states his/her intention to return to the district.
 3. Participating in military teaching programs provided said teacher states his/her intention to return to the district.
 4. Joining the Peace Corps or Teacher Corps as a full-time participant in such programs.
 5. Engaging in a program of cultural travel or work program related to his/her professional responsibilities.
 6. An unpaid leave of absence for purposes other than those enumerated in Section A of this Article may be granted for a period not to exceed one (1) year, upon the recommendation of the Superintendent, with the approval of the Board of Education.
- B. Upon written request, a leave of absence may be granted by the Board. The teacher's written application shall provide reasonable notification to the Board in order that the Board may adequately facilitate appropriate assignment coverage. Such leaves shall be granted for the following purposes:
1. The Board will comply with the provisions of the Family Medical Leave Act.
 2. A leave of absence shall be granted for hardship within the teacher's immediate family due to illness or injury for up to one (1) year.

3. A leave shall be granted for the purpose of serving as an officer or staff member of the Association, Michigan Education Association or National Education Association for one (1) year plus one (1) year extension upon written request.
4. A leave of absence of up to one (1) year shall be granted to any teacher for the purpose of childcare. Such leave may be utilized for any child up to seven (7) years of age, or in the case of an adopted child or child in legal custody of the teacher up to seven (7) years of age or four (4) years after adoption or custody is granted, whichever is greater.
5. A leave of absence of up to one (1) year, plus upon written application for a yearly extension for the term of office, shall be granted to any teacher for the purpose of holding public office and shall commence upon request of the teacher.
6. A leave of absence of up to one (1) year may be granted to any teacher to explore a career option.

C. ILLNESS OR DISABILITY LEAVE

1. A teacher in the district who is unable to teach because of personal illness or disability shall be granted a leave of absence without pay or fringe benefits, upon a written request and a written medical confirmation of illness or disability, up to one (1) year.
2. Upon a written request, a one (1) year extension of leave of absence shall be granted at the will of the Board of Education, upon the recommendation of the Superintendent.
3. When a teacher is granted an illness or disability leave, that person shall retain the following employment rights held by the teacher before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted unless the teacher has been employed at least fifty-five (55) working days of a semester, experience credit for the semester will be allowed.
 - b. Unused sick leave as held at the start of the leave.

D. GENERAL RULES

1. Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of a teacher, it is understood that time off due to leave of absence shall not be counted as service and shall not be counted toward completion of a non-tenure teacher's probationary period.
2. While on a leave of absence, a teacher shall not enter into a contract for professional employment except as provided above unless approved by the Board and then only under extremely unusual conditions.
3. All unpaid leaves of absence shall automatically expire June 30 of each school year, unless otherwise provided herein.
4. Teachers on a leave of absence must give written notice to the Superintendent by March 1, before the leave expires, of their intention to return or resign, unless an extension of leave or a new leave has been granted. In the event such notice is not received, the Board has the discretion to interpret this as a resignation.

All fringe benefits cease as of the next billing date of the insurance carrier after the leave date, except that a teacher who is granted such a leave effective in September of a school year shall receive benefits through the preceding month of August or as otherwise provided herein. The rules and regulations with the carrier shall determine the length of time a teacher may self-pay the insurance. If the teacher elects to self-pay the insurance premium, the dollar amount of the premium must be submitted ten (10) days prior to the Board's due date for submission to the insurance company.

5. Upon return from any leave described in Sections A and B, no credit while on leave for experience will be granted on the Salary Schedule.
6. The notice of intention to return to duty after an illness or disability leave shall be accompanied by a written statement from a physician, certifying the fitness of the teacher to fulfill all of his/her duties.
7. Any teacher who qualifies and collects LTD insurance shall be responsible for payment of the insurance premiums for which he/she qualifies, except health insurance shall be provided for six (6) months from date of disability.

8. Any teacher granted a leave of absence or an extension of a leave of absence, which is beyond two (2) years, shall be placed at the bottom of the seniority list. This provision excludes Illness/Disability and Sabbatical leaves of absence.
9. Prior to returning to a teaching position, a teacher who has been on a leave of absence of five (5) consecutive years or more shall present evidence of having completed six (6) semester hours from an accredited college and/or university in the individual's major/minor or in the field of education.

ARTICLE XVII

REDUCTIONS IN PERSONNEL

A. No later than September 30, the Board shall prepare a seniority list and post it in each building. All certified staff shall be ranked on the list in the order of the effective seniority date and shall include the teacher's name, seniority date, certification(s), majors and minors, current assignment and tie-breaking number.

1. Seniority is defined as length of continuous teaching service within the Madison District Schools. Effective September 1, 1995, teachers who are employed less than full-time shall have their seniority date adjusted to reflect the percentage of their assignment.

Seniority accrued prior to September 1, 1995, shall remain intact.

2. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause, however,
 - a. Seniority is retained if severance of employment is due to layoff and teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
 - b. All employees employed as members of the bargaining unit before September 1979, shall retain all seniority with the Madison District Schools as if it had been continuous.
 - c. Seniority shall continue to accumulate in accordance with Articles XIV; XVI; and Section J of this Article, unless otherwise stated in this Agreement.
3. In the circumstance of more than one (1) individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
4. A tie-breaking number for adjustment relative to seniority date change shall be assigned to each teacher for the purpose of

placement on the seniority list, should a teacher change seniority date as a result of and in accordance with Article XVI and this Article, Sections C (1 - 4) and E, of this Agreement.

5. Revisions and updates of the seniority list shall be published and posted in each building by March 15 and a periodic update posted at the Board of Education Office.
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- B. The Board, in consultation with school administrators, shall make layoffs with the primary concern being that of the school district. However, in order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates or endorsements and their major or minor field of study. Qualifications for placement in a position shall be in accordance with Federal and State law and will meet the minimum requirements as stated in Article VIII section A.
 - C. A laid-off teacher may continue his/her health, dental, life and vision insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, if allowable in the contract the Board has with the carriers and the teacher's check in the correct amount is in the Board Office 15 (fifteen) days before a premium is due.

ARTICLE XVIII

ANNEXATION AND CONSOLIDATION OF DISTRICTS

- A. To the extent possible, without unduly handicapping any future decisions to annex or to join in a consolidation effort, the Board will attempt to see that the major share of this Agreement shall be agreed to by any newly created Board of Education, as long as it is not in violation of any of the directives of the Department of Education or the laws of the State of Michigan.

- B. In the event this district shall be combined with one (1) or more districts, the Board will use its best effort to see that as many teachers as possible are continued in employment by the newly combined district.

ARTICLE XIX

ABSENCES

- A. After reporting to work at the beginning of each school year, each full-time teacher will be credited with a five (5) sick day allowance to be used for absences due to personal illness, or serious illness in the immediate family. At the beginning of the second semester, each full-time teacher shall be credited with an additional five (5) sick day allowance to be used for absences due to personal illness, or serious illness in the immediate family.

The superintendent, or his/ her designee, may approve three (3) days (five (5) days if out of state) to attend a funeral/memorial service of a member of their immediate family (mother, father, brother, sister, spouse, child, grandchild, grandparents, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew) nondeductible from their sick bank. Any additional days granted shall be deducted from the teacher's individual sick bank.

Although credited on the first workday of the semester, the sick day allowance is earned at a rate of one-half (1/2) day per pay period, on a ten (10) month basis (September through June), to a maximum of five (5) days per semester. Any teacher leaving the district having used sick days credited but not yet earned shall reimburse the district for such days.

Conversion of accumulated sick days to personal days may be granted upon request and with the approval of the Superintendent or his designee.

1. If a teacher reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall, upon doctor's confirmation, notify the Superintendent, or designee, of this fact, and shall provide the Superintendent, or designee, at his/her expense, with a physician's statement certifying the ability or advisability of that teacher to work and setting forth the specific illness or disability, the date the teacher's disability will commence, and the expected length of the absence.
2. Notwithstanding any other provision of this Agreement to the contrary, compensation for sick days shall only be paid the teacher if he/she would have been otherwise scheduled to work but for the illness or disability.

- B. Two (2) additional days may be used for personal business which are for absences that require the teacher's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends.

Except in cases of utmost emergency, the teacher shall give the building principal advance notice of such absence by completing and submitting the personal business form (Appendix G). A teacher shall not be required to inform the principal of the nature of the personal business.

Personal business days shall not be used either on the day preceding or the day following a school holiday, except with approval of the Superintendent, or designee.

Unused business days are accumulative as sick days. The unused sick day allowance accumulation shall be a maximum of one hundred twenty five days 125 days. A part-time teacher or a teacher who is employed after the beginning of the school year will be credited with sick days and personal business days in proportion to time worked.

The school calendar now provides for holiday periods for the major Christian holidays. A teacher, whose religious holiday fall on a regular work day and observance or practice of which would require absence from work, may request up to three (3) days per school year of paid leave. These days shall be deducted from the teacher's bank unless the teacher notifies the teacher's supervisor prior to the start of the school year of his/her intention to make-up the days during a time when school is not in session. The professional activity of the day(s) will be determined by the teacher but must be approved by the teacher's supervisor.

Make-up days will be allowed to occur after the fact, only in the case of new teachers hired prior to the start of the school year, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make-up time during a time when school is not in session.

- C. The Board and the Association agree that staff members are expected to satisfactorily explain their absence to the administration. Those who use these days for other than their stated use may be subject to non-payment of wages for those days misused.
- D. When a teacher returns from an extended absence beyond fifteen (15) work days due to illness during the school year, that person will be

required to submit a medical statement as to fitness to return to service upon the request of the Superintendent.

- E. Absence with pay not to be charged against the teacher's allowance for the following:
 - 1. Court appearance or subpoena as a witness in any case connected with the teacher's employment or school or whenever the teacher is subpoenaed to attend any school connected court proceeding.
 - 2. Teachers who are summoned for jury duty examination and investigation must notify the Superintendent, or designee, within twenty-four (24) hours of receipt of such notice. If such teacher then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such teacher would otherwise have earned by working that day and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses).

- F. Absences the working day before and the working day after a holiday period are not reimbursable without submission of cause through the building principal for approval or disapproval of the Superintendent.

- G. In the event that a teacher terminates his/her employment prior to the end of the school year, the number of sick days that may be used will be reduced by one (1) for each month, or major portion thereof, not completed.

- H. If a teacher returns to the district, after terminating his/her employment, that person may not reclaim the previously accumulated sick day allowance.

- I. Teachers will notify the Board of Education Office no later than 7:00 a.m., if they are unable to perform their normal duties. A teacher who is absent is to call the building no later than 2:00 p.m., of the day absent to inform the office of their availability or unavailability for the following day. If the absence occurs on Friday, the teacher will follow the established procedure and will call in unavailability by 7:00 a.m., the following Monday. A substitute will be hired if this is not done and must be paid even if the teacher shows up unannounced. The regular teacher in such cases may

stay or return home, but in either case, that person will lose an additional personal day or day of pay.

1. The Board agrees at all times to maintain an adequate list of substitute teachers to provide for teacher absences. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
 2. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. Normally, announcement of this decision shall be made over standard public communication media prior to the earliest scheduled reporting time for the staff.
 3. In the event that a facility must be closed, the building staff may be assigned to another location in order that they may work on projects related to their respective building or district instructional programs.
 4. In the event schools are closed during a school day because of hazardous weather conditions, the teaching staff shall be excused by the building principal when all students have left the building.
- J. A teacher, who is absent from his/her duties, shall have on file with the building administrator, lesson plans, class lists/seating charts, and general directions for use by a substitute teacher.

ARTICLE XX

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out a directive which threatens physical safety.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches in professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school conferences or programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in such programs. Any teachers desiring to attend said conferences or programs may be allowed to do so.

Teachers, except those serving their probationary period, requested to attend conferences, outside of the regular school day or regular work year, may be granted leave time equal to the actual length of their attendance at such conferences.

The Superintendent shall designate an individual responsible for approval of such leave time.

Compensatory leave days shall be handled in the same manner as personal business days and may not be taken to extend school holidays (vacations).

- D. Tenure teachers shall use the tenure appeal procedure as incorporated in the State Tenure Act rather than the Grievance Procedure of this Agreement in cases involving their discharge, demotion, or suspension without pay.

ARTICLE XXI

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition; to foster recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, the Rule of Law; and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere in which academic freedom for the teacher and student is encouraged. However, this does not exclude the rights and obligations of the administrators to question, instruct and direct, whenever necessary.

- B. Academic freedom implies that no arbitrary limitations shall be placed upon the study, investigation, presentation or interpretation of facts related to legitimate branches of learning. However, the Board and the Association agree that teachers are subject to the accepted standards of professional education responsibility, specific regulations of the Board of Education, directives of the State Department of Education, and the laws of the State of Michigan.

- C. The Board and the Association agree to mutually promote the basic objectives of a democratic society in an atmosphere that safeguards the legitimate interest of schools and students while discouraging the imposition of artificial or arbitrary restraints upon the learning process.

Article XXII

PROFESSIONAL IMPROVEMENT

- A. Madison Public Schools strive for excellence in teaching children. Therefore, the Board and the Association support the philosophy of professional growth and development of teachers in self-improvement, improving curriculum, ongoing professional training, collaboration, wellness, and communication. By these methods, teachers commit to excellence in their teaching positions.

- B. Teachers may request, or be selected, to attend professional conferences. Approval for attendance and expenses will be determined by administration.

- C. Each teacher will be required to participate in a minimum of thirty professional development hours. Twenty-four hours will be the district's choice, and six hours will be the teacher's choice.
 - 1. The district hours will be built into the school calendar and will be developed by the district and/or building principals with input from the teachers.

 - 2. The teacher choice hours may be satisfied by district scheduled professional development programs or by other professional development activities mutually agreed to by the teacher and the Curriculum Director, and with the approval of the Curriculum Director.

 - 3. A teacher may be reimbursed from District general funds for conference fees and/or expenses up to a maximum of \$100 per school year, excluding substitute costs. The District shall budget \$15,000 annually to be used for both teacher reimbursement and substitute coverage.

 - 4. Teachers are encouraged to submit requests for professional training at their earliest opportunity and to arrange for a substitute at that time. Once arranged, the teacher's conference, workshop, or meeting will be a high priority.

 - 5. All teacher staff development hours are to be completed by June 1 of each school year, unless previously approved by the Curriculum Director. Failure to comply will result in the loss of one hour of pay for each hour of professional development time not completed.

6. Proof of successful completion of professional development will be provided to the administration regularly and in a timely fashion throughout the school year.
- D. The Board and the Association encourage every teacher to belong to at least one professional organization, either of a general educational nature or a specific type of educational organization related to their field to promote their collaboration with peers and to avail themselves of the most current practices and educational research. The district agrees to provide monetary support up to forty (\$40) toward one (1) membership fee of a professional group selected by the teacher.
 - E. The Board and the Association agree that they must be in compliance with the Tenure Act; therefore, the District may schedule up to fifteen (15) additional in-service days for teachers in their first three (3) years of employment.
 - F. Teachers requesting to attend conferences outside of the regular school day, or regular work year, may be granted leave time equal to the actual length of their attendance at such conferences. The Superintendent, or his designee, will approve such leave time. Compensatory leave days shall be handled in the same manner as personal business days.

ARTICLE XXIII

PROFESSIONAL STUDY COMMITTEE

- A. A Professional Study Committee may be established composed of four (4) members to be selected by the Board and four (4) members to be selected by the Association. The Committee shall systematically review at regular fixed meetings, not less than monthly, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing, student discipline policy, guidance programs, programs for special education and any other professional area which the Committee may agree to consider. Additional *ad hoc* committees may be established to review particular areas of the curriculum.

- B. The committees herein established shall submit a report of their investigations with recommendations for necessary changes, if any, to both the Board and the Association. These reports will be made at least twice a year.

- C. Such committee reports shall be deemed advisory. However, when recommendations which the Professional Study Committee feels are necessary, are not acted upon, the Committee may request a meeting between the Board and the Committee to discuss the recommendations.

- D. Joint association board committee: The joint committee is an informal process to review matters of mutual concern, to receive inquiries, and to discuss conflicts. The committee shall be comprised of three representatives from the administration and three representatives of the Association. The committee shall meet at a date and time mutually agreed upon each month. Additional meetings may be held upon mutual agreement of the parties.

ARTICLE XXIV

EVALUATIONS

- A. The Board and Association recognize the need for continuous growth and improvement of the educational process. The evaluation process shall have the immediate function to discuss and establish goals, which will aid teachers in improving their performance, developing their potentials and growing in their jobs. Evaluation is an ongoing process, which should enhance student learning. Formal classroom observation is only one piece of the evaluation process. The evaluator is evaluating the teacher on how they interact with the learning environment as a whole. The overall purpose is to increase student learning.

- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

- C. Individual performance shall be the majority factor in making the decision about teacher effectiveness and shall consist of, but is not limited to evidence of student growth, which shall be used in assessing an employee's individual performance in a year-end evaluation as shown in the chart below:

School Year	% of Student Growth Calculated in Year-End Evaluation
2012-13	16%
2013-14	25%
2014-15	40%
2015-16	50%

Student growth as a factor in evaluation is determined by an individual student growth goal and is determined by the principal in collaboration with the teacher. Student growth goals are identified during the initial evaluation meeting which is conducted with all probationary and non-probationary staff no later than October 15 of each school year. Social workers, speech pathologists and other district staff not associated with a specific building or classroom assignment will establish a Student Growth Goal appropriate to their area with their assigned evaluator.

- D. All teachers, probationary and non-probationary teachers will have a year-end evaluation consisting of multiple classroom observations. The

evaluation instrument used will be in accordance to best practices and state recommendation. The evaluation method and details regarding the execution of the evaluation instrument are found in the appendix of this agreement.

ARTICLE XXV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is incorporated in this Agreement. Such Salary Schedule shall be implemented during the term of this Agreement as set forth by the guidelines of the law. Teachers who take additional hours and qualify for the next salary track (Schedule A is progressional and to be placed on the B.A. + 20 and/or M.A. + 20 track, an additional twenty (20) graduate semester hours must be taken after receiving the B.A. and/or M.A. to move to the next track) will be adjusted on the next pay period upon proof of graduate semester hours that are appropriate in an educational field. Proof is defined as an official college transcript.
- B. At the time of employment by the Madison District Schools, an experienced teacher shall be placed on the Salary Schedule step, as determined by the Superintendent, or designee.
- C. The Salary Schedule (Schedule A) is based upon the regular school calendar as set forth in this Agreement, and normal teaching load as defined.

For the loss of elementary special class time, as defined in Article IX, Section C, of for voluntary classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at the following rates:

1. Each "lost" elementary special class: Teachers shall be compensated at a rate of twenty-one dollars (\$21).
 2. Class Period Assignment: Teachers shall be compensated at a rate of twenty-one dollars (\$21).
 3. Daily rate of pay shall be calculated by dividing the teacher's basic contract amount by the number of teacher workdays in the calendar for that contract year.
- D. Teachers are to be compensated for teaching in any special teaching assignment.

- E. Teachers involved in extra-duty assignments set forth in Schedule B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
1. If a teacher does not complete the assignment as described for any reason, (such as illness, withholding of services, released, etc.) the amount of payment shall be credited in proportion to time worked.
 2. The incorporated Schedule shall not make mandatory the existence of the aforementioned activities or prevent the addition of new activities. However, in the event additions are made, the Board and the Association shall discuss the terms of the Contract Rider.
 3. A written job description of these activities will be jointly arrived at between the building principal and the individual teacher during the first semester. Contract Riders for these assignments will be issued prior to the event or activity, if possible. Payment of the contractual amount will be received within three (3) weeks after the completion of the activity.
 4. Notification of any changes in extra-duty assignments for the following school year will, under normal conditions, be made no later than sixty (60) days prior to September 1 of that year.
- F. Teachers required in the course of their work to drive personal automobiles from one (1) building to another shall receive a car allowance equal to the IRS mileage rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.
- G. Teachers asked to supervise additional students due to the absence of another teacher shall be compensated at the rate of sixty dollars (\$60) per day for each absent teacher. If an absent teacher's class load is split between two or more teachers, compensation due is to be prorated.

H. PAYROLL PROCEDURES

1. Compensation will be paid in accordance with Schedule A attached hereto.

Teachers will be paid in twenty-six (26) or twenty-seven (27) equal bi-weekly installments as determined by the district's annual payroll schedule. In years with 27 pays, the administration will notify the union president by the last day of the preceding school year.

2. There shall be deducted from all compensation due all required withholdings and deductions, deductions for unauthorized absences and any of the following deductions authorized by the teacher:
 - a. Banking Institutions
 - b. Tax Sheltered Annuity
 - c. Optional Term Life Insurance
 - d. Additional group-rate coverage/services (additional life insurance coverage and long-term care insurance, as provided in Article XXVI, Section F).
 - e. Education Association Dues or Service Charge
 - f. Tax deferred payment of Universal Retirement Credit (TDP)

I. Upon course completion and upon certification to the Business Office by September 1 of the completion of an advanced degree or other education "lane change", the salary change will be granted for the full contract year (depending on the date of eligibility). Upon course completion and certification to the Business Office by January 15 of completion of an advanced degree or other education "lane change", the appropriate salary credit will be granted for the remainder of the contract year.

ARTICLE XXVI

FRINGE BENEFITS

The Board shall provide insurance for all full-time teachers on the following basis:

A. HEALTH INSURANCE COVERAGE:

1. As an additional element of compensation for full-time employees and their families, the Schools District shall pay the cost of health care.

Effective with ratification of this contract the district cost for health care premiums are capped as follows:

Single: \$5,500.00
Couple: \$11,000.00
Full Family: \$15,000.00

These rates will be adjusted annually in October based upon the CPI index. Teachers opting out of health care shall receive a monthly stipend of \$400.00

B. VISION:

MESSA VSP – 2 Silver

1. There shall be no dual health care (hospitalization) coverage. Teachers must notify the Superintendent, or designee, of any personal health care (hospitalization) coverage under a spouse's or family's insurance plan.

Teachers may submit a request, based on unusual circumstances, to the Joint Committee for consideration and possible waiver of the above provision (Article XXVI).

2. If a teacher is covered under any other health care (hospitalization) insurance plan, the Board's obligation under this Article (XXVI), to provide hospitalization insurance shall be waived.

Further, if any payments have been made by the Board, during the term of this Agreement, the teacher shall reimburse the Board for said payments.

A teacher may appeal a decision, based on this Section (Article XXVI), to the Joint Committee.

3. It is the responsibility of each individual teacher to report and fill in the appropriate form for name change, address change, additions, or deletions to the Finance Department. The Board is saved harmless from coverage not reported by the teacher, and the teacher is responsible to reimburse the Board for overpayment.

4. The Board agrees to assist teachers in remaining part of the group coverage when permissible by the basic insurance contract up to six (6) months after they have discontinued employment with the District, but the Board will not assume payment of any part of their premiums.

If the teacher elects to remain with the insurance company on self-pay for six (6) months, or as provided under COBRA, he/she must send a check to the Finance Department by the first of the month.

5. Should State and/or Federal legislation, governing health care programs, be enacted during the term of this Agreement, adjustments to the above healthcare (hospitalization) coverage plan shall be made so that the Board is in complete compliance with such legislation.

6. Members who retire effective at the end of the school year will receive insurance benefits through June 30 rather than through August 31. Members who submit an irrevocable letter of retirement by February 1 of their final year of employment, effective June 30 of that year, shall receive an additional payment of \$500 in their final June paycheck to compensate for summer health insurance premiums.

C. LIFE INSURANCE

\$40,000 term life insurance with AD/D for each full-time teacher to be effective when the proper forms are submitted for the employee and processed by the carrier.

D. DENTAL

100:80/60/80:\$1000 * (internal/external coordination of benefits)

50/50/50:\$1000 * (internal/external coordination of benefits)

* *Orthodontic maximum is a lifetime maximum*

E. INCOME PROTECTION INSURANCE

The Board shall provide without cost to all contracted teachers, as long as the teacher is under contract, an Income Protection Insurance. The insured will be entitled to 66 2/3% of his/her income after ninety (90) consecutive days of illness, in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with the maximum benefit of \$4,000 per month.

F. GENERAL INSURANCE PROVISIONS:

1. Upon initial employment, return from a leave of absence, or recall from a layoff, a teacher shall receive all benefits upon completion and submission of all necessary forms.

The District has the responsibility to provide the teacher with all of the necessary forms and to insure that the teacher has received them.

Further, the parties agree that, when any forms are not returned to the Personnel Office within five (5) working days of the teacher having received the forms, a written reminder will be sent to the teacher and to the Association.

2. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage; the limits allowed under "Age Discrimination in Employment Act"; and other related matters.
3. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.
4. Differences between teachers or beneficiaries of teachers and any insurance company shall not be subject to the Grievance Procedure established under Article VII of this Agreement. Nor shall the Board or the Association be held liable for any loss suffered due to failure of the teacher to provide all required information and notification.

5. Part-time contracted teachers will be provided premium payment in proportion to time worked.
 6. A new full-time teacher's insurance shall become effective when the carrier's requirements are met.
 7. To be eligible for the above coverage (or increase in coverage), teachers must be able to perform the "at work requirements" with the Board before benefits are effective.
 8. Teachers who have Board provided term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep the term life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment.
 9. A teacher eligible for Medicare shall enroll for Medicare benefits (Parts A and B) within thirty (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 Article.
 - a. Teachers and spouses eligible for Medicare benefits must notify the Board, in writing, of their primary program election. Teachers and their eligible covered spouses can either elect Medicare or the school-provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and Deficit Reduction Act.)
 - b. The Board will not be liable for any penalties against the teacher by the insurance carrier or the IRS as the result of his/her election.
- G. The ongoing review of the containment of costs regarding fringe benefits may result in a recommendation for comparable coverage.

ARTICLE XXVII

SEVERANCE COMPENSATION

- A. After eight (8) consecutive years of service in the District, any teacher who terminates his/her employment by resignation shall be compensated for one-half (1/2) the number of his/her accumulated sick days at the rate of \$26 per day.

- B. After fifteen (15) years with the District, any actively employed teacher, under this Agreement, who terminates his/her employment with the Board and accepts retirement from the State Retirement program, shall be compensated as indicated below:
 - 1. At the rate of \$100 for each year of service with the Madison District Schools or the number of his/her accumulated sick bank at \$75 per day plus \$150 a day for any unused sick and personal business days during the last year taught, whichever is to his/her benefit.

 - 2. In order to qualify for the terminal compensation provided in Section B, the teacher must submit written notification by May 1 to the Board of Education of his/her intent to retire at the completion of the current school year.

- C. Unemployment compensation claims are not allowable under this Article for teachers who retire or resign.

- D. All unused sick days, personal business days, severance and termination pay and any early retirement incentive payments shall be paid into a tax deferred 403(b) "special pay" plan.

- E. Any compensation due a teacher from this Article shall be payable during January of the next fiscal year following the teacher's termination of employment.

ARTICLE XXVIII

SPECIAL TEACHING ASSIGNMENTS

- A. Teachers, who are willing to accept teaching assignments for special, Board approved after school and summer school programs, may be asked to accept these assignments for hours when they are in demand because of student enrollment and preference.

- B. Placement of the third student teacher per semester in the Madison District Schools shall not occur without the consent of the Executive Board of the Madison Education Association. Supervision by a teacher of a student teacher shall be voluntary, and no teacher shall supervise more than one (1) student teacher per year.

ARTICLE XXIX

TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts consistent with bench marks, library reference facilities, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. Texts and materials will be selected and updated on a timely basis. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees to keep the schools reasonably equipped and maintained as finances permit.

- B. The Board and the Association mutually recognize the importance of continuous use of adequate teaching material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library.

- C. The Board agrees to make available in each school a computer and duplication facilities. When school secretaries have available time, they may aid teachers in the preparation of instructional material. However, the building principal has the final responsibility for all secretarial job assignments.

- D. The Board shall provide for teacher use:
 - 1. A separate desk and chair for each teacher in the district.
 - 2. Suitable space for each teacher to store coats and personal articles.
 - 3. Adequate chalkboard, chalk, erasers, and bulletin board space in every classroom. An operating TV, operating VCR/DVD, operating overhead projector, and cable access in every building.
 - 4. Teacher's editions and manuals, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach, will be provided.
 - 5. A dictionary and thesaurus in every classroom will be provided.

6. Adequate storage space in each classroom for instructional materials.
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in his/her daily teaching responsibilities.
- E. The Board shall make available in each school at least one (1) room appropriately furnished, which shall be reserved, for use as a faculty lounge.
 - F. Telephone facilities, which insure privacy, shall be made available for the teacher's reasonable use.
 - G. The Board will endeavor to provide and properly maintain adequate parking facilities.
 - H. Teachers shall not be required to work under unsafe or hazardous condition as defined by the City Fire Marshal and/or the Health Department.
 - I. A teacher who is required to travel from building to building within the district shall be allotted fifteen (15) minutes of travel time between locations.

The time shall be considered part of his/her schedule of an average of 350 minutes of teaching and student supervisory time as defined in Article IX, Section B.

- J. The Board and the teachers will strive to comply with the governmental regulations on energy conservation.
- K. The Board and the Association recognize that providing optimum school facilities for both students and teachers is desirable to insure the high quality of education for the students. The Board will strive to improve and enlarge these facilities as space and finances permit. The Board agrees to increase the quantity and quality of the materials and supplies of the staff members until a mutually accepted standard is met, when finances permit.

ARTICLE XXX

NEGOTIATION PROCEDURES

- A. Any time prior to the expiration date of this Agreement, and upon written request by either party, negotiations may be undertaken for the next proposed agreement, but not less than one hundred twenty (120) days prior to the expiration date found in Article XXXVI.

- B. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated, between time. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or without the district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXXI

CONTINUITY OF OPERATION

The Board and the Association recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the Board and the Association have established a Grievance Procedure under which unresolved disputes may be settled, the Board and the Association have removed the basic cause of work interruptions during the period of this Agreement. The Board and the Association accordingly agree to abide by all provisions of Public Law 379 of 1965, the Tenure Act, the General School Laws and its amendments, or other applicable laws and regulations.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual teacher shall be subject to and consistent with this or subsequent Agreements to be executed by the parties.
- E. No polygraph or lie detector device shall be used in any investigation without the consent of the teacher.
- F. The cost of reproducing this Agreement shall be shared by the Board and the Association. The Board shall provide copies and the Association shall duplicate and assemble the copies.

ARTICLE XXXIII

POSITION OF BUILDING DIRECTOR

During each school year, the Board shall post an announcement for the position of Building Director. The posting shall be in compliance with Article XIII.

The "Teacher" appointed to the position of Building Director shall be designated as "being in charge" of the building in the full-day absence of the building administrator(s).

The duties of the Building Director shall include, but may not be limited to:

1. being responsible for following the correct procedure regarding the arrival and departure of students.
2. handling student disciplinary matters, excluding the suspension of students from school.
3. supervising the lunch period(s).
4. answering questions from parents and the general public, as well as making appropriate referrals.
5. providing the building administrator with a complete report upon his/her return to the building.

In the event that the building administrator's(s') is absent for a full-day, a substitute teacher will be provided for the Building Director's classes/duties.

A Teacher shall not serve as the Building Director for more than five (5) consecutive days, nor more than ten (10) days per semester. However, in the event of a long-term absence of the building administrator(s), the number of days a teacher may serve as a Building Director may be extended by mutual agreement of the Board and the Association.

The Building Director shall receive, in addition to his/her normal daily rate, sixty dollars (\$60) per day. The additional sum of sixty dollars (\$60) is in consideration of the services rendered while functioning as the Building Director.

A Building Director shall not discipline or evaluate members of the Association.

ARTICLE XXXIV

MENTORSHIP

In order to promote teacher quality, teacher retention, and ultimately student success, it is recommended each newly hired teacher to Madison District Public Schools be assigned a mentor who is a member of the Madison EA. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, information and guidance. Madison District Public Schools will notify the MEA of those members requiring a mentor, and the Board and Association have agreed and recommend that:

Mentor:

1. The mentor shall be a tenured, whenever possible, member of the MEA and possess satisfactory evaluation.
2. Participation as a mentor is voluntary.
3. The mentor will be assigned only one mentee at a time.
4. Within the first month of their assignment, mentors will be granted release time, to be determined by the Association and the Board, for training as mentors that will count toward the mentor's professional development commitments.
5. The mentor assignment shall be for one (1) year, subject to review by the mentor, mentee and the building administrator/ immediate supervisor at any time. The assignment may be renewed in succeeding years.
6. Prior to the rider being paid, a log will be submitted to the Curriculum Director reflecting meetings with their mentee at least twice a month. The log will include names, date of contact, and type of contact. (See Appendix I)

Mentee:

1. The assignment of a mentor shall be finalized within twenty-five (25) workdays of hire.
2. A meeting will be scheduled to formally introduce the mentors and mentees.

3. Every effort will be made to match mentors and mentees who work in the same building and have the same area of certification.
4. Every effort will be made to assign common preparation time.
5. For the first three months, biweekly observation and coaching sessions will be provided by release time to allow for observation of each other's class, or a class of the mentee's choice.
6. In order to promote the highest levels of trust and assistance, the Board and the Association agree that the relationship between the mentor and mentee will be confidential and shall not be included in the evaluation of the mentor or mentee.
7. Teacher time devoted to mentoring is viewed as credit to professional development commitments as appropriate.

ARTICLE XXXV

LONGEVITY PAY

- A. After the 11th and through the twenty-fourth (24th) year of service to the District, teachers who finished the prior year with a minimum of 210 accumulated sick hours, will receive longevity pay of \$1,000. After the 24th year of service to the district, teachers who finished the prior year with a minimum of 210 accumulated sick hours, will receive longevity pay of \$2,080 (Longevity pay will not reduce the number of accumulated sick days).

Payment to teachers shall be made bi-weekly over the pay periods of the contracted year.

ARTICLE XXXVI

DURATION OF AGREEMENT

Terms of the Agreement

This agreement shall be effective as of August 6, 2012 and shall remain in effect through August 23, 2013. The salary schedule is as follows:

- a. Wage schedule 2009/2010 – 0.0% increase on 2008/2009 salary schedule
- b. Wage schedule 2010/2011 – 0.0% increase on 2009/2010 salary schedule
- c. Wage schedule 2011/2012 – At April 16 through the end of the contract year, 10% reduction of the 2010/2011 salary schedule (resulting in a 2% salary decrease annually), no movement on steps
- d. Wage schedule 2012/2013 – 8% reduction of the 2010/2011 salary schedule, no movement on steps.
- e. On August 23, 2013 – a new wage schedule will be calculated at 5% reduction in the 2010/2011 salary schedule, no movement on steps.

2012-13 Salary Schedule (with 8% reduction)

Step	BA	BA+ 20	MA	MA + 20	Ed Spec
1	31303.92	32139.28	33902.92	34999.56	36923.28
2	32915.76	33746.52	36718.12	37812.92	39738.48
3	34523.00	35353.76	38789.96	39891.20	41813.08
4	36384.16	37210.32	40831.44	41936.36	43860.08
5	38341.00	39174.52	42987.92	44084.56	46010.12
6	40330.96	41166.32	45793.00	46885.96	48810.60
7	42070.68	42903.28	48605.44	49702.08	51626.72
8	44469.12	45327.48	51483.20	52579.84	54496.20
9	47041.44	47870.36	54401.44	55502.68	57424.56
10	50257.76	51129.92	57746.56	58843.20	60764.16
11	54017.80	54984.72	61668.52	62826.80	64848.96

SCHEDULE B

Extra Pay for Extra Work (RIDER SCHEDULE)

ACTIVITIES/CLUBS

Teachers, who are involved in the activities and/or clubs listed below, shall be paid the designated percentage, applied to the following Activity/Club Rider Pay Schedule:

Level I (1 - 3 years of involvement)	\$27,725
Level II (4 - 6 years of involvement)	\$32,351
Level III (7 - 9 years of involvement)	\$38,195
Level IV (10 or more years of involvement)	\$48,402

A job description will be worked out between the sponsors and the building principals involved during the first part of the school year.

Activities Coordinator - High School	1.75%
Aquila	{1.50% {1.00%+
Art Activities - Elementary (per building)	.50%
Art Club	1.25%
Bio-Ecology Club - High School	1.25%
Chemistry Club - High School	1.00%
Chess Club - Middle School and Senior High	1.25%
Co-op Coordinator	1.75%
Computer Club - Elementary	1.00%
Computer Club - Middle School	1.25%
Debate Club - Middle School	1.00%
Debate Club - High School	1.25%
Department Heads – Secondary	3.50%
Department Heads - Middle School	2.50%
Department Heads - High School	2.50%
Elementary Department Chair	2.50%

Drama Club - Middle School	1.25%
Drama Club (or High School plays-\$125 per play)	1.25%
Foreign Language Clubs (each club)	.75%
Freshman Sponsors (each - 2 sponsors)	.75%
Future Teachers Club	.75%
Industrial Arts Club - Middle School	1.00%
Intramurals - Middle School	2.00%
Junior Class Sponsor (each - 2 sponsors)	1.25%
Majorettes	1.25%
Materials Assistant - Media Specialist Club	1.00%
Mentors	1.00%
Music Programs-Elementary Instrumental (per building)	.75%
Music Programs - Elementary Vocal (per building)	1.00%
Music - Middle School Instrumental	1.75%
Music - Middle School Vocal	1.75%
Music - High School Instrumental	3.50%
Music - High School Vocal	1.75%
National Honor Society	1.25%
Newspaper - Middle School	1.25%
Photography Club - Middle School	1.25%
Quiz Bowl - High School	1.25%
Safety Patrol – Elementary	1.00%
School Improvement Chair	2.50%
School Improvement Chair/NCA Chair	4.00%
Senior Class Sponsor (each - 2 sponsors)	1.50%
Service Squad - Elementary	1.00%
Sophomore Sponsors (each - 2 sponsors)	.75%
Student Council - Middle School	1.50%
Student Council - High School	1.75%
Video Cable Club - High School	1.25%
Video Coordinator - High School	5.00%

Yearbook - Middle School	1.50%
Yearbook - High School	{2.25% {.75%+
Math Club (Non-Title)	1.25%

(If two or more persons share the position the rider will be split between the parties)

+ *If taught as a class during the regular school day.*

NOTE: While the current incumbent is in the position, he/she shall not receive a Rider amount less than that provided during the 1994-1995 contract year.

SCHEDULE B

ACTIVITIES

ATHLETICS

Teachers, who are involved in the athletic activities listed below, shall be paid the designated percentage, applied to the following Athletic Rider Pay Schedule:

Level I (1 - 3 years of involvement)	\$27,725
Level II (4 - 6 years of involvement)	\$32,351
Level III (7 - 9 years of involvement)	\$38,195
Level IV (10 or more years of involvement)	\$48,402

HIGH SCHOOL ACTIVITIES:

Baseball, Head Coach	10%
Baseball, J.V. Coach	7%
Baseball, Freshman Coach	6%
Basketball, Varsity Coach	12%
Basketball, J.V. Coach	7%
Basketball, Freshman Coach	6%
Bowling Coach	5%
Cheerleaders, Varsity (per season)	5%
Cheerleaders, J.V. (per season)	4%
Cheerleaders, Freshman (per season)	4%
Cross Country Coach	8%
Faculty Manager	10%
Football, Head Varsity Coach *	12%
Football, Assistant Varsity Coach *	8%
Football, J.V. Head Coach *	7%
Football, Assistant J.V. Coach *	6%
Football, Head Freshman Coach *	7%

Football, Assistant Freshman Coach *	6%
Golf, Varsity Coach	5%
Softball, Head Coach	10%
Softball, JV Coach	7%
Swimming, Head Coach	10%
Swimming, Assistant Coach	7%
Tennis Coach	7%
Track, Head Coach	10%
Track, Freshman Coach	5%
Track, Assistant Coach	7%
Volleyball, Varsity Coach	10%
Volleyball, J.V. Coach	7%
Wrestling, Head Coach	10%
Wrestling, JV Coach	7%
Dance	5%
Soccer	10%

MIDDLE SCHOOL ACTIVITIES:

Basketball, Head Coach	6%
Cheerleaders (Per Season)	4%
Football, Assistant Coach *	5%
Football, Head Coach *	6%
Softball, Head Coach	5%
Track, Assistant Coach	4%
Track, Head Coach	5%
Volleyball, Assistant Coach	4%
Volleyball, Head Coach	6%
Dance	5%
Wrestling	6%

Middle School Activities: *At any time that it is impossible to schedule inter school contests 50% or more of a comparable boy/girl sport, the Rider will be reduced by 2%.*

**Pre-season physical fitness, each Football Rider will be increased by 1%*

NOTE: While the current incumbent is in the position, he/she shall not receive a Rider amount less than that provided during the 1994-1995 contract year.

SCHEDULE B (I) -- ATHLETIC ACTIVITIES

- A. The teacher's experience in the specific sport will determine the level of compensation.
- B. **QUALIFICATIONS** *(Either 1 or 2)*
1. Physical education major or minor or participated on varsity level in high school and/or college, within the sport and must attend a clinic or theory class in the sport once every three (3) years.

The Board will pay for the clinic chosen by the teacher (subject to Article XXII, Section B).
 2. Theory class or clinic (annually), before the start of the sport, at Board's expense (subject to Article XXII, Section B).
- C. Each coach is obligated to work a maximum of 6 work assignments (work assignments are non-coaching duties i.e. scouting) for each coaching position held. Work assignments will be assigned at the beginning of the season for that coaching assignment. Coaches will be notified in writing about their work assignments. It is the responsibility of the coach to find a replacement, or switch assignments, for their scheduled assignment if they cannot make that assignment.
- D. Coaching assignments are for one (1) year and are not in any way to be construed as a permanent assignment under the Michigan Teacher Tenure Act, nor are they grievable.

Teachers will not be penalized for refusing to coach any particular sport.

- E. The Board shall make the coaching assignment from the best qualified candidate from within or outside the Madison District School's staff.

SCHEDULE B (II) -- ATHLETIC ACTIVITIES

Anyone, assigned to a Schedule B (Athletic) position, who does not meet the qualifications listed above for assignment to a Schedule B (I) -- Athletic Activities' position, shall be compensated at level I of the Athletic Rider Pay Schedule.

APPENDIX A

GRIEVANCE FORM (Step) -- FORMAL GRIEVANCE INITIATION

(To be completed by Grievant within the number of days as specified in Article VII, Section B.)

Name of Grievant: _____

Association Representative(s): _____

Date of Alleged Grievance: _____ **Initial Filing Date:** _____

Contract Provision(s) or Written Board Policy Allegedly Violated:

Statement of Alleged Violation: _____

Relief Sought: _____

Signature of Grievant: _____ **Date:** _____

Copies to: _____



Date Received by Administrator: _____

Administrator's Disposition: _____

Signature of Administrator: _____ **Date:** _____

APPENDIX B

LETTER OF AGREEMENT -- JOINT ASSOCIATION-BOARD COMMITTEE

The Joint Committee is an informal process to review matters of mutual concern, to receive inquiries and to discuss conflicts.

The Committee shall be comprised of three (3) representatives from the Board (Superintendent, Administrative Assistant, Board member or their designee[s]) and three (3) representatives from the Association (President, Vice President, Executive Director or their designee[s]).

The Committee will meet at a date and time mutually agreed upon each month.

Additional meetings may be held upon mutual agreement of the parties.

for the Madison Education Association

for the Madison Board of Education

APPENDIX C

INTENT TO USE A PERSONAL BUSINESS DAY FORM

I, _____, will be absent from work on _____, and it is
(Teacher's name) (Date)

my intent to use a personal business day.

My use of a personal business day is in compliance with Article XIX, Section B,
of the Master Agreement.

Teacher's Signature: _____ **Date:** _____

**Except in cases of utmost emergency, this form MUST BE submitted
to the Principal.**

Refusal to submit a signed form may result in a denial for the utilization of the day as
well as loss of compensation.

