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8/31/99

# **AGREEMENT**

**Between The**

**Madison Education Association, MEA/NEA**

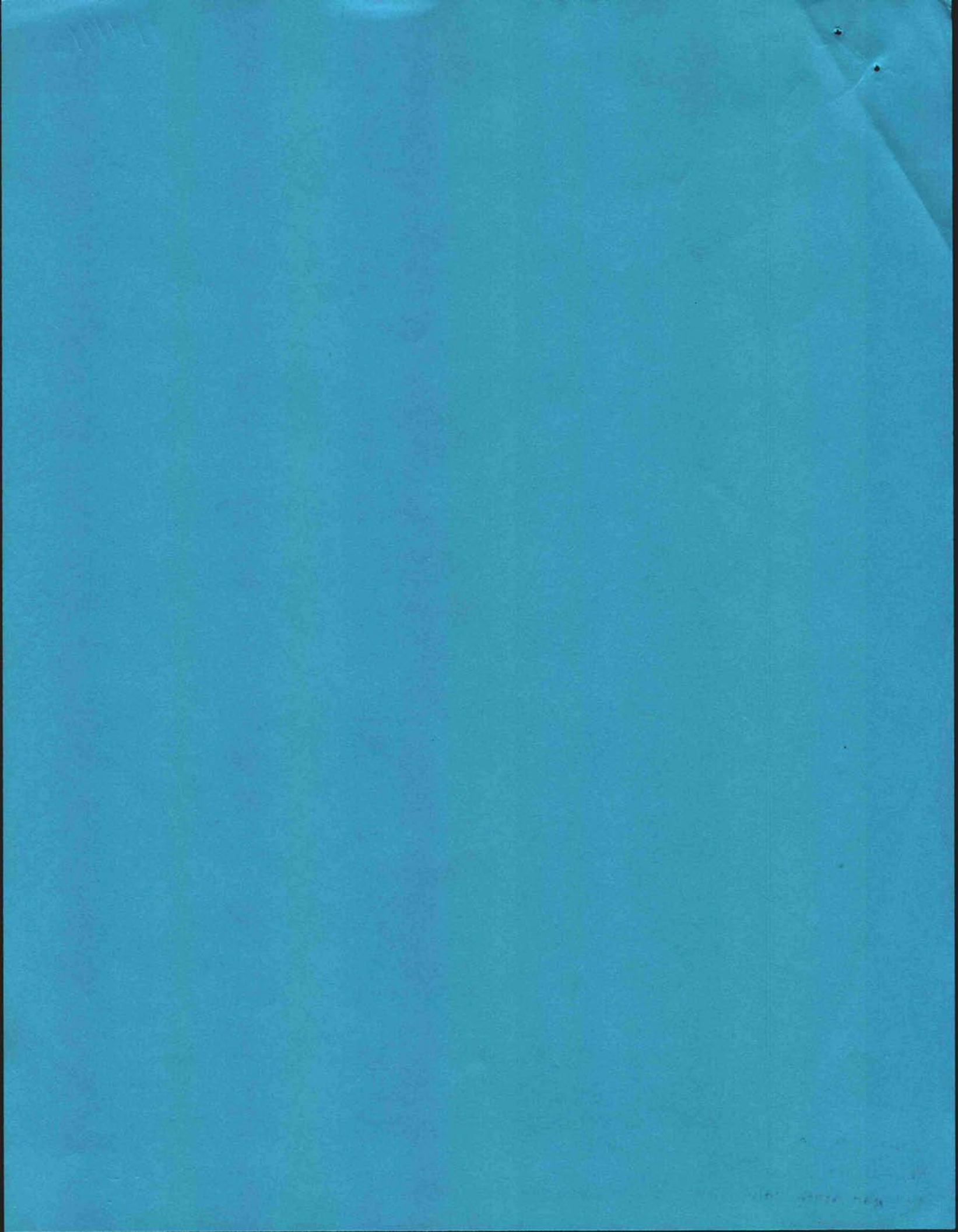
**and**

**Madison Public School District**

**1997-1998**

**1998-1999**

*Madison District Public Schools*

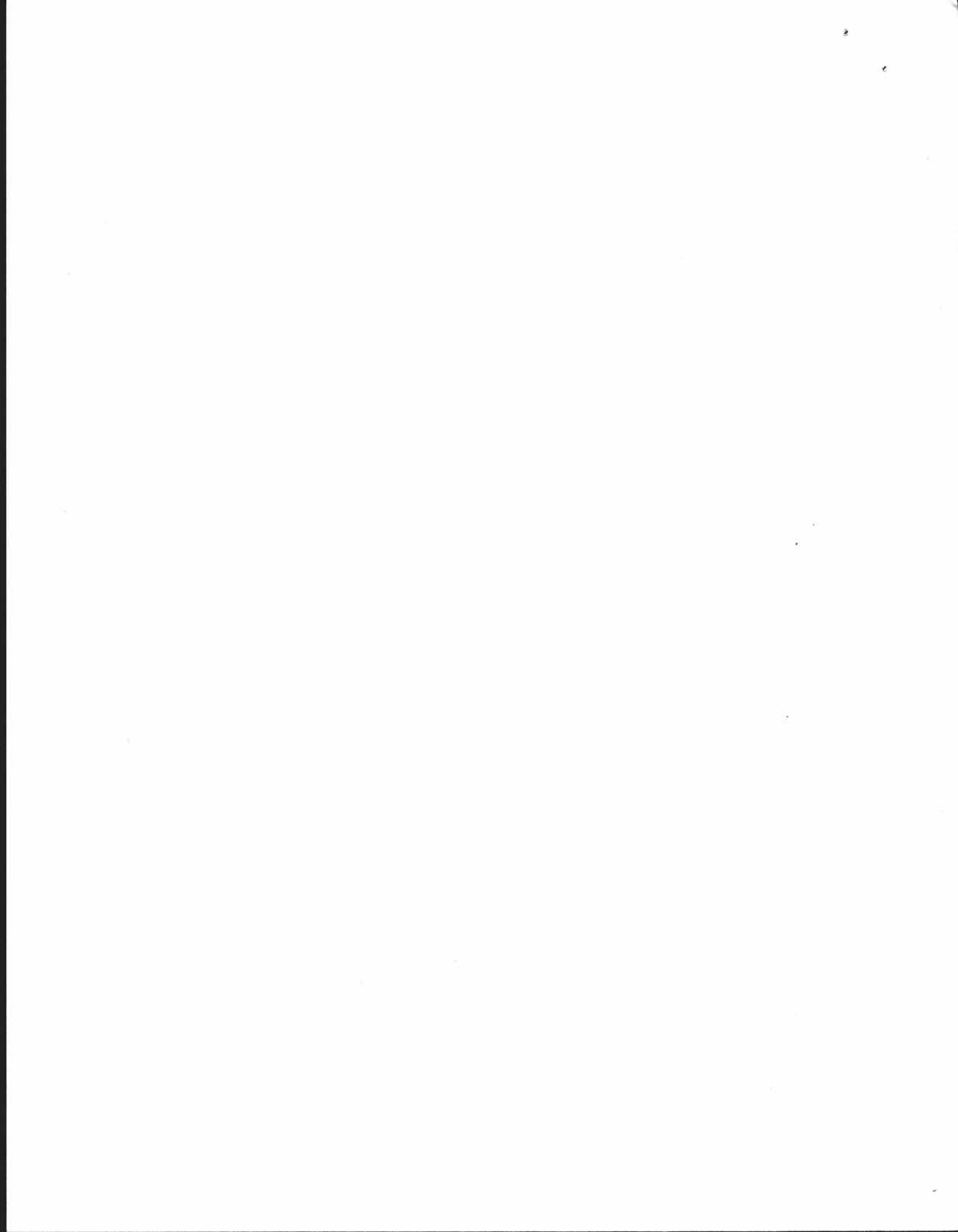


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## AGREEMENT

This Agreement entered into this nineteenth day of May, 1997 by and between the Madison District 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 through 5; teachers of music, art, library, physical education; counselors; teachers of subjects grades 6 through 12; teachers of all special education classes; reading support teachers; department chairpersons; speech therapists; social worker 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 adequate preparation for daily instruction.
- E. 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 appoint-

ment 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, should 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 provide the students with an example of good teaching as well as knowledge about the discipline they instruct by directing their efforts toward the goals 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 reasonable 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.

---

**ASSEMBLES TEACHING MATERIALS PRIOR TO LESSON PRESENTATIONS.**

*Comments:*

---

**SHOWS RESPECT FOR STUDENTS** *i.e., no derogatory remarks, slurs, or ethnic references.*

*Comments:*

---

**MAINTAINS CLASSROOM CONTROL.**

*Comments:*

---

**MAXIMIZES INSTRUCTION TIME.**

*Comments:*

---

**MONITORS STUDENTS' COMPREHENSION AND ADJUSTS PACE.**

*Comments:*

---

---

**MAINTAINS CLASSROOM CONDUCTIVE TO LEARNING.**

*Comments:*

---

**ENFORCES ESTABLISHED CLASSROOM RULES.**

*Comments:*

---

\_\_\_\_\_  
Teacher's Signature \*\*

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* It is **MANDATORY** that comments and suggestions for improvements be made for any area(s) of the Teacher's performance checked as *Needs Improvement.*

\*\* **NOTICE:** Your signature on this document simply indicates that you have received a copy of the document and that you have had an opportunity to discuss the contents with the Evaluator.

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## APPENDIX E

### INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

(For Improving Teaching Performance)

Teacher's Name: \_\_\_\_\_

School/Department: \_\_\_\_\_

Assignment: \_\_\_\_\_

~~~~~

**I. Statement of area(s) for concentrated development:**

(Any area of the evaluation cited as *Needs Improvement* [Unsatisfactory] **must be referenced.**)

**II. Program to be followed to improve teaching performance:**

(Include **specific** stated of expectation(s). There should be an expectation for each item listed in Section I, above.)

**III. Monitoring/Assessment System:**

**(State how each expectation in Section II, above, shall be monitored/assessed.)**



**Teacher's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Denotes only that Teacher was presented with a copy)*

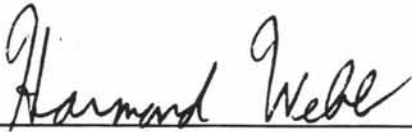
**Administrator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX F

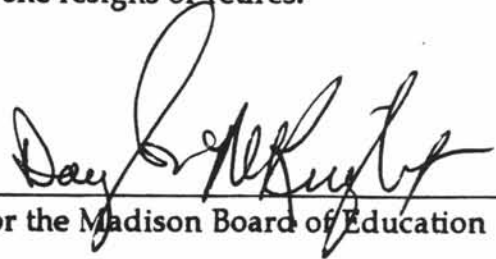
### LETTER OF UNDERSTANDING - 1992-1993 "MAKE WHOLE" MONEY

The parties agree that a teacher who serves his/her employment with the District and having been employed by the District during the 1992-93 school year, shall be due compensation in addition to any amount due from Article XXVIII of this Agreement. (See Appendix G)

In order for said amount to be included in the Teacher's final-average compensation (for retirement credit), an irrevocable letter of resignation or retirement must be submitted no later than March 15 of the year in which he/she resigns or retires.



for the Madison Education Association



for the Madison Board of Education

Attachments



**ATTACHMENT**

**APPENDIX G**

Upon resignation or retirement, compensation due teachers employed by the District during 1992-1993.

(Based on the Teacher's Step and Track on Schedule A as of September, 1992 and on the Assumption the Resignation and/or Resignation is Effective at the End of the School Year)

| <b>STEP</b> | <b>B.A.</b> | <b>B.A.+20</b> | <b>M.A.</b> | <b>M.A.+20</b> | <b>ED. SPEC.</b> |
|-------------|-------------|----------------|-------------|----------------|------------------|
| 1           | \$1,003     | \$1,032        | \$1,111     | \$1,148        | \$1,217          |
| 2           | \$1,056     | \$1,085        | \$1,176     | \$1,214        | \$1,281          |
| 3           | \$1,111     | \$1,139        | \$1,245     | \$1,285        | \$1,353          |
| 4           | \$1,170     | \$1,198        | \$1,323     | \$1,361        | \$1,429          |
| 5           | \$1,234     | \$1,263        | \$1,401     | \$1,440        | \$1,507          |
| 6           | \$1,305     | \$1,334        | \$1,480     | \$1,524        | \$1,590          |
| 7           | \$1,382     | \$1,412        | \$1,563     | \$1,617        | \$1,684          |
| 8           | \$1,466     | \$1,495        | \$1,674     | \$1,714        | \$1,781          |
| 9           | \$1,607     | \$1,636        | \$1,773     | \$1,810        | \$1,878          |
| 10          | \$1,778     | \$1,720        | \$1,881     | \$1,921        | \$1,987          |
| 11          | \$2,776     | \$2,826        | \$3,197     | \$3,260        | \$3,366          |

## APPENDIX H

### **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 XX, 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.

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## APPENDIX I

### LETTER OF AGREEMENT POSITION OF BUILDING DIRECTOR

During each year of the 1997-1999 Master Agreement, as pilot program, 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, forty dollars\* (\$40) per day. The additional sum of forty dollars \* (\$40) 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.

\* Rate for the 1997-1999

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.

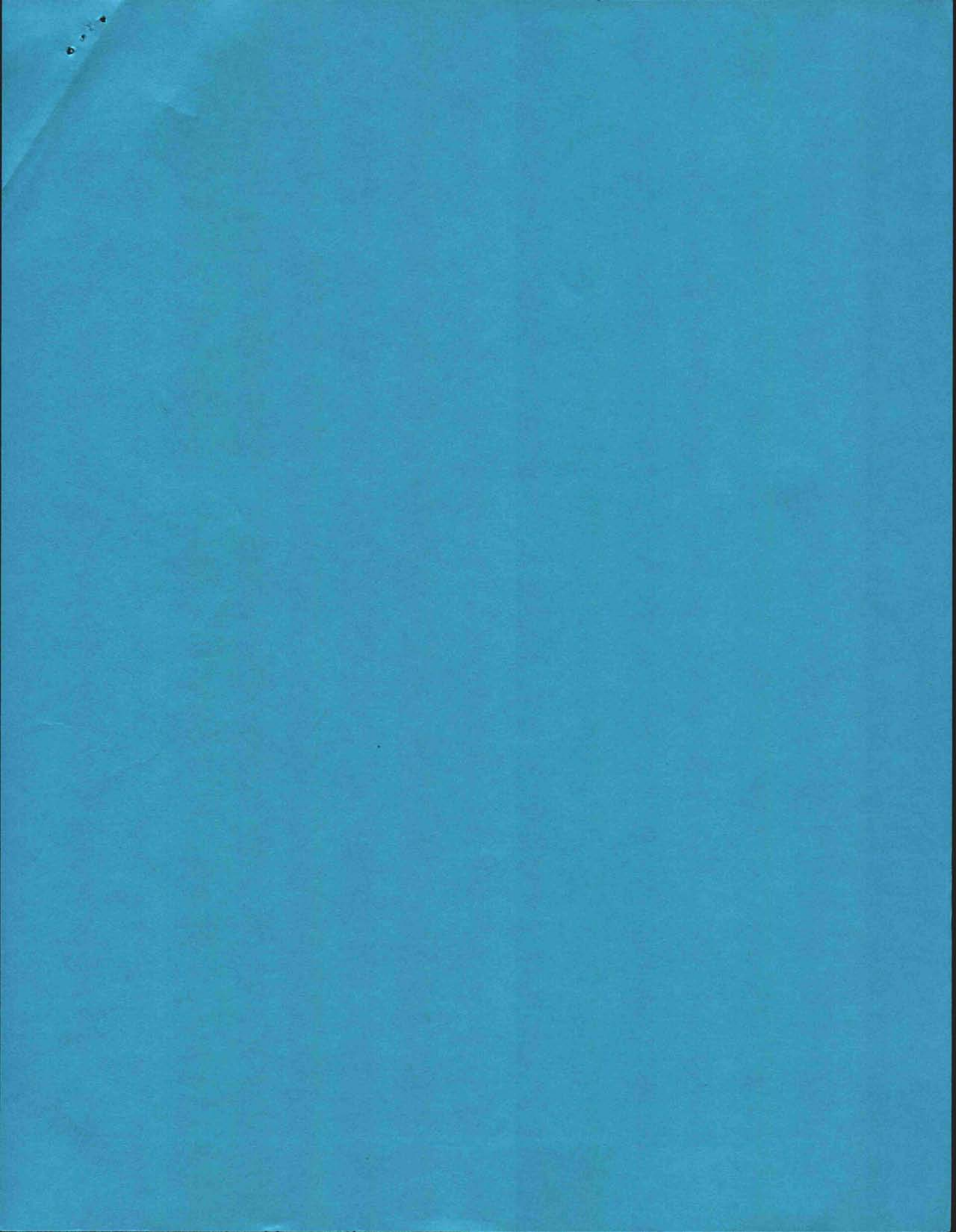
## APPENDIX J

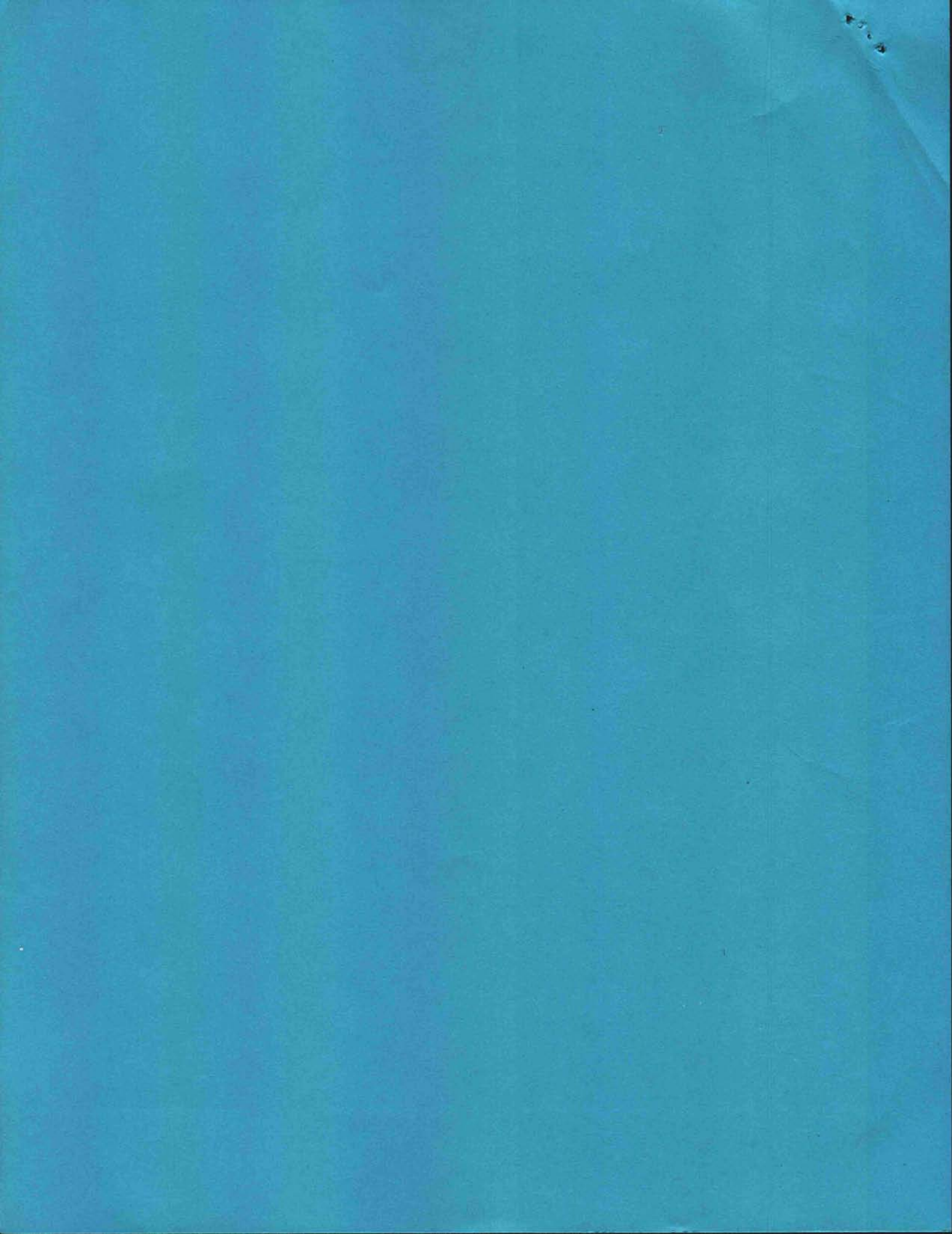
### **LETTER OF AGREEMENT - EVALUATIONS**

During the 1997-98 contract year, a committee shall be appointed to review teacher evaluation. The committee shall:

1. Consist of three (3) teachers appointed by the Executive Board of the Madison Education Association, and three administrators appointed by the Superintendent.
2. Meet with representatives of the negotiating teams in September, 1997, for instruction, and then meet at least monthly thereafter.
3. By the February, 1998, Joint Committee meeting, make a recommendation to said committee for changes to the evaluation procedures and/or instruments.

Upon receipt, the Joint Committee shall either accept, modify, or reject the recommendations of the evaluation committee. Should both parties not agree on a decision, the procedures and instruments currently outlined in the Master Agreement shall remain in place.







## 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.
- 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 and is not turned loose to aimlessly wander the halls or leave the building without the knowledge of the building principal. 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 8, of 1971 (see Article X).
- C. Any case of assault or personal injury upon a teacher should be reported to the administration 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 witnesses. 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. Normally, 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 is to be made.

## ARTICLE IV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Membership in the Association is not compulsory. Teachers the right to join, not join, maintain, terminate their membership in the Association, or pay a fee as herein established.
1. The authorized deduction of Association dues or service fees shall be made from a regular pay check 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.

- 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 typewriters, mimeographing machines, other duplication equipment, 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 As-

sociation 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. 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 seventeen (17) 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 seventeen (17) 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 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.



## 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 as may be appropriate.

#### 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, and he shall hand deliver a written copy of the disposition to the grievant and the President or the appropriate officer of the Association.

### Step 4

If the grievance is not resolved at Step 3, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Step 3 by sending the written grievance form, together with copies of all materials previously filed, to the Secretary of the Board of Education by mail. The Board no later than its next regular meeting or in a special meeting within three (3) calendar weeks, whichever shall be later, may hold a hearing on the grievance or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board of Education shall be made no later than ten (10) school days thereafter. A copy of such disposition shall be furnished to the grievant and the President or the appropriate officer of the Association.

### STEP 5

If the grievance remains unresolved at the conclusion of Step 4, 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 4.

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 Asso-

ciation 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.
- 
- 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 the Michigan Department of Education regulations.
  
- B. The assignment of teachers will be the responsibility of the administration in accordance with the enrollments and programs that are established for the coming year. Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the school(s) to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that they will have as soon as possible. Should circumstances or conditions arise which would necessitate a change of schedule and/or assignment after the first of July, the Board agrees to accept any resignation by a teacher resulting from said change.
  
- C. In order to assure that pupils 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 based on the valid State teaching certificate(s) or license(s) and endorsement(s) held by the teacher as listed below:

1. **9 - 12:** Secondary Certificate; meeting minimum North Central Association requirements; Vocational as directed by the program.
2. **6 - 8:** K-12 or K-8 or 7-12 Certificate or Middle School Endorsement; teaching in the major or minor.
3. **K - 5:** Elementary Certificate.
4. **Special Education:** Certificate or endorsements or approval.
5. **Specialists** (for example, assigned to library, art, music, physical education, drug education, YAP, reproductive health): Certificate or endorsement.



- D. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment will be voluntary.
  
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including Adult Education courses, Driver Education extra duties, camping programs, and, when applicable, summer school courses, shall not be obligatory but shall be with the consent of the teacher. The Superintendent, or designee, and/or the building principal shall be responsible for making assignments in specialized programs such as the current governmental programs. Applicants for such assignments from within the district will be given first consideration.
  
- F. 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.

## 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. Staff meetings, parent meetings, PTA, and committee meetings may be scheduled beyond a teacher's normal work day.

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 fifteen (15) minutes (*i.e.*, 7:45 a.m. - 2:45 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 120 minutes of conference and preparatory time per week within the pupils' instructional time. Recess time shall not be part of this 120 minutes.

During the school year, grades Pre-Primary through 5 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 6-12 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.

# 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 | 26             |
| Grades Three through Five             | 28             |

| <u>Middle School</u>                                                                                           | <u>Maximum</u> |
|----------------------------------------------------------------------------------------------------------------|----------------|
| English, social studies, math, science,<br>language, business education, home ec.,<br>art, drafting and health | {<br>{29<br>{  |

The pilot program will be maintained at the Middle School in order to provide flexibility in scheduling. The parties agree that a teacher may be assigned a maximum of 174 students (29 students x 6 periods) per day, however, no class shall exceed thirty-five (35) students and no teacher shall be assigned more than two (2) classes, per day, at or above the maximum limit.

Further, in none of the departments listed above shall the average class size exceed twenty-nine (29) students.

| <u>High School</u>                                                                                             | <u>Maximum</u> |
|----------------------------------------------------------------------------------------------------------------|----------------|
| English, social studies, math, science,<br>language, business education, home ec.,<br>art, drafting and health | {<br>{29<br>{  |

The pilot program will be maintained at the High School in order to provide flexibility in scheduling. The parties agree that a teacher may be assigned a maximum of 145 students (29 students x 5 periods) per day, however, no class shall exceed thirty-five (35) students and no teacher shall be assigned more than two (2) classes, per day, at or above the maximum limit.

Further, in none of the departments listed above shall the average class size exceed twenty-nine (29) students.

**Kindergarten through Grade 12**

**Maximum**

|                                                                                                                |                                                               |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Laboratory classes in industrial ed.,<br>home economics, reimbursable vocational<br>business education classes | {<br>23 *<br>{                                                |
| Art                                                                                                            | 29 *                                                          |
| Vocal Music                                                                                                    | <i>unlimited *</i>                                            |
| Instrumental Music                                                                                             | <i>number determined between administration and teacher *</i> |
| Physical Education                                                                                             | 51 *                                                          |
| Special Education                                                                                              | <i>as law states</i>                                          |

\* As the physical plant (room capacity) allows.

2. Should any class exceed the maximum listed in Section A, 1, above, class-size relief shall be implemented no later than the first Monday following the first Friday of the 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. Team teaching,
  - f. Aide time,
  - g. 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.

In no event, shall the maximum class size be exceeded by more than one (1) student.

4. At the elementary level, when additional compensation is used to resolve a class-size overload, the teacher shall be compensated at the rate of six

hundred dollars (\$600) per student, prorated over 183 student days and/or student assigned hours of instruction.

5. The maximum number of students in a split section shall not exceed eighty percent (80%) of the average of the sections in the two (2) grade levels after being split.

**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 Committee (IEPC) which may place the student in a regular-education-classroom environment.

In cases where it is not possible to identify, in advance of the IEPC, 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 IEPC 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. The district may provide, for each certified special education student placed in a general education classroom, as determined by the IEPC, additional staff, equipment, materials, and/or space.
- d. 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, EMI, or LD placed by the sixth Friday after Labor Day, according to the IEPC/EPPC 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 classload. 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.

## 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 Educational Planning and Placement Committee (EPPC) and the Individualized Educational Planning Committee (IEPC) 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. Teachers will be advised and updated on the procedures to be used in determining the eligibility and placement of students in the special programs by the Superintendent, or designee. The procedures will be included in the teachers' packets and district-wide or building inservice programs shall be arranged upon recommendation of the Professional Development Committee.
  
- C. A teacher may refer any child to the building principal who will then in turn normally process the referral through Special Services personnel or other appropriate staff. Consultation, testing or other examinations will be considered as soon thereafter as availability of needed personnel permits. Placement of students will occur as soon as possible after a prescribed course of action is agreed upon. Teachers will be informed of progress on their referrals either through verbal reports from the principal or Special Services personnel. The classroom teacher will receive necessary possible advice and assistance from other professional personnel, in writing, concerning youngsters in the teacher's classroom who have been referred to Special Services. Where a teacher feels the need for further discussion of a particular student beyond the discussion previously mentioned, he/she may contact the Superintendent, or designee, and arrange for a conference.
  
- D. These discussions and student plans cannot supplant or interfere with the regular IEPC'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 middle and senior high school consisting of three (3) full-time staff members or equivalent.

The criteria for the selection of the department chairperson is:

1. Be a tenure teacher.
  2. Have at least three (3) years of teaching experience in his/her subject area, one (1) of which must be in the district.
  3. Have the ability to communicate effectively with members of his/her department and work harmoniously with members of the administration.
  4. Have a major or a minor in the subject area in which he/she is teaching. It is suggested that the individual teach the majority of his/her assignment in that department.
- B. The department chairperson shall exercise such duties as have heretofore been performed, including serving as liaison between the teachers of the department and the school administration and coordination of the 6 - 12 program. A committee consisting of the department chairperson and the principals will formulate the specific responsibilities and duties of the department chairperson during any one (1) school year.
- C. The department chair is a non-administrative responsibility.
- D. **Procedure for Selection:**
1. The teachers in those departments consisting of three (3) or more teachers will recommend to the principals the names of two (2) teachers in order of department preference with the rationale for selection and preference. The building principals shall select one (1) of the two (2) department chairperson.

Disciplines not able to qualify as a department may join together, and if a combination consists of five (5) full-time staff members or equivalent, they shall be considered a department if approved by the building principal. Selection is to follow the sequence procedure of sub-section 3, a, below.

2. Department chairpersons who do not perform their duties satisfactorily shall be removed by the principal.
  3. The selection of the department chairperson, by October 1, that meet the stated criteria (Section A) shall be in the following sequence:
    - a. Each school year that starts with an odd numbered year--  
English, Social Studies, Business Education, Industrial Arts, Art, Physical Education
    - b. Each school year that starts with an even numbered year--  
Mathematics, Science, Home Economics, Foreign Language, Music
  4. This procedure does not prohibit a department from selection of the same chairperson for succeeding terms, if his/her name is submitted during the year of selection.
- E. A teacher selected as department chairperson will be given either class period for released time per day, or extra pay as determined by the Extra Pay for Extra Work Schedule.

ing 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. An individual assigned to this position shall be evaluated on his/her "teaching" responsibilities as provided in Article XXV of this Master Agreement.
  4. 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.

For the purpose of this Agreement, a "transfer" shall be defined as a move from one (1) school to another; on the elementary level, from one (1) grade level to another; or on the secondary level, from one (1) department to another.

A "frequent transfer" shall be defined as two (2) transfers within a three (3) year period. However, in the event of a frequent transfer, the Board shall confer with the Association and provide it with rationale for making such a transfer.

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).

C. INVOLUNTARY TRANSFERS

1. It is recognized by both parties that teachers may have to be transferred involuntarily. However, the parties agree that they will attempt to limit the number of times a teacher is involuntarily transferred within a three (3) year period. Involuntary transfer is defined as a transfer initiated by the Board, or its designee, which the teacher has not requested after the provision of Article XVII, Section C, 2, has been completed.

2. When such transfers take place, the following procedures will be used:

a. In making transfers, the Board shall utilize the following rank-ordered criteria:

(1) Seniority, as defined in Article XVII, Section A, 1.

(2) Certification and qualification as defined in Article VIII, Section C, and Article XVII, Section C, 4.

(3) Staffing concerns of the District

In the event of equal or similar certification and qualifications, seniority shall govern.

b. The Board will notify each teacher involved in an involuntary transfer giving written rationale for the transfer.

c. The Board will notify the Association of teachers transferred.

C. 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 child care. 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. SABBATICAL LEAVE

1. Definition—

Sabbatical Leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the district for the purpose of improving instruction in the Madison District Schools. Sabbatical Leave may be granted for one (1) school year.

2. Qualifications—

An application for Sabbatical Leave may be filed with the Superintendent provided the following conditions are fulfilled:

- a. The applicant possesses a Michigan Life, Permanent, or Continuing Certificate.
- b. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
- c. The applicant has not been granted a Sabbatical Leave from the district during the seven (7) consecutive years of service immediately preceding current application.
- d. The applicant signs an agreement to return to service with the Board immediately upon termination of Sabbatical Leave, subject to Section 335, Paragraph 340.572, Section 572, of the 1959 Revision of the Michigan School Code.

3. Application: Application for Sabbatical Leave must be filed in the Office of the Superintendent not later than February 1 preceding the school year when it is desired that the leave become effective. Formal Board of Education action on the application shall be taken at the regularly scheduled March meeting. No more than two (2) teachers may be granted leave in any one (1) year. The Board will not be responsible for payment of insurance premiums. However, the teacher will be permitted to be carried at his/her own expense under the eligible group policies for the duration of such leave.

4. The teacher on leave shall receive compensation for the period of absence from regular duties. Compensation shall be at one-half (1/2) of his/her contractual salary for the year of his/her sabbatical, payable at the end of one (1) year's employment with the district, if said employment is immediately following the Sabbatical Leave.

5. Status Upon Return—

A teacher, upon return from a Sabbatical Leave, shall be placed at the same position on the Salary Schedule as he/she would have been had the teacher taught in the district during such period.



## E. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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. Seniority shall continue to accumulate in accordance with Articles XIV; XVI; XIX section C, 6; 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.
- B. Layoff shall be defined as the necessary reduction in the work force due to decreased student enrollment or shortage of revenue. Notices to probationary teachers shall be thirty (30) days. Notices to tenure teachers shall be sixty (60) days before the end of the school year.
- C. Layoffs, when necessitated, shall be effectuated in the following manner:
1. The Board shall establish the projections of student enrollment and finances for the Madison School District for the upcoming school year and submit to the Association rationale for these projections. The Board shall thereafter develop, following consultation with the Association, the educational program for the forthcoming school year; identifying staffing needs for special education, elementary, middle school, high school and specialized. The list of district staff positions shall be published and posted in each building with a copy to the Association not later than two (2) working days following the scheduled March Joint Committee meeting.
  2. The Board shall determine necessary reductions and supply the Association with the list of tentative assignments. The Board shall, following consultation with the Association, make the necessary assignments to insure that the least senior teachers possible will be laid off.
  3. The order of reduction shall be:
    - a. Probationary teachers: according to seniority, certification, qualifications, and assignment.
    - b. Tenure teachers: according to seniority, certification, qualifications, and assignment.
  4. Qualifications for placement in a position shall be based on the valid State teaching certificate(s) or license(s) and endorsements held by the affected teacher as listed below:
    - a. 9 - 12: Secondary Certificate; meeting minimum North Central Association requirements; Vocational as directed by the program.
    - b. 6 - 8: K-12 or K-8 or 7-12 Certificate or Middle School Endorsement; teaching in the major or minor.

- c. **K - 5: Elementary Certificate.**
- d. **Special Education:** Certificate or endorsements or approval.
- e. **Specialists** (for example, but not limited to, assigned to library, art, music, physical education, drug education, YAP, reproductive health): Certificate or endorsement.

- D. Laid-off teachers shall be recalled to the first assignment for which they are certified and qualified in reverse order of layoff. A teacher who is laid-off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position by the Fourth Friday of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus said annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid-off, subject to the following conditions:

The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the teacher would have received had he/she been employed the entire school year. However, pursuant to Article XXXIII, Section C, should such practice be ruled illegal by a court of final jurisdiction, the Board shall reimburse the unemployment compensation used to determine that person's annual salary.

- E. A laid-off teacher shall be considered laid-off until he/she is reinstated in the district, except as provided below. The teacher will be notified by telephone; if unable to contact by telephone, the notification will be by letter, certified, receipt requested, mailed to the teacher's last known address. It is the responsibility of each teacher to notify the Board of any change of address. Failure to accept the offer in ten (10) days from the phone call or post mark shall be cause for pass over on the recall list. \* Passed-over teachers shall be placed on the bottom of the recall list in their seniority category. The Association shall be notified of all recalls.

Teachers who do not accept an offered position for employment for which they are certified and qualified twice in one (1) year shall be placed at the bottom of the seniority list.

\* If a teacher has not responded to a call or certified letter within ten (10) days, the teacher shall be passed over on the recall list. The Board will then send a telegram to the last known address within twenty (20) days of the original attempt to contact. If at the end of a total of thirty (30) days, the teacher has not responded to the Board relative to his/her availability or unavailability, the teacher shall be removed from the seniority list for job abandonment.

- F. All teachers subject to layoff for the following school year shall receive full fringe benefits provided herein during the summer months.
- G. A laid-off teacher shall, upon application, be granted priority status on the district's substitute teacher list.
- H. 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 fifteen (15) days before a premium is due.
- I. During a period of impending layoffs, the laid-off teacher may apply for leaves in accordance with Article XVI.
- J. **REVERSE LAYOFF**

If the Board is going to layoff teachers pursuant to this Article, teachers with the greatest seniority will be given the option of taking a one (1) year selective layoff before involuntary layoffs take effect. In the event that a sufficient number of selective layoffs are not generated, the above involuntary layoff procedure shall be applicable. Teachers on selective layoff shall retain all layoff rights and responsibilities. Upon notification to the Board of their desire to return, in writing by March 1, the teachers shall be placed in the appropriate position on the seniority list. Teachers who are laid off according to the provisions of this Section shall receive a year of seniority just as if they had taught during the year, but no advancement in salary step.

- K. When hiring outside applicants, teachers released from other constituent districts shall have equal opportunity to apply for opening(s).

## 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

### RESERVE TEACHERS

- A. A teacher who has been laid off or who is scheduled for layoff may elect to serve as a Reserve Teacher. The Board shall determine the number of Reserve Teacher positions to be made available, but no less than five (5) positions shall be made available. The positions shall be filled by offering a position to teachers who have been laid off or who are scheduled for layoff beginning with the teacher with the greatest seniority until the positions have been filled.
  
- B. Notification shall be sent to all laid-off teachers by mail, return receipt requested. The application for the Reserve Teacher position must be submitted to the Board and the Association, by June 1, for the forthcoming school year. Once a teacher refuses a Reserve Teacher position, he/she will not be offered the position of Reserve Teacher during that layoff period.
  
- C. Teachers accepting the position of Reserve Teacher shall be governed by the following working and employment conditions:

- 1. Laid-off teachers may choose to sign a Letter of Agreement for this position or may stay on layoff status.

The Letter of Agreement may be voided by the teacher, in writing, stating the reasons. The Letter of Agreement shall expire at the end of the school year. The Letter of Agreement shall be void if the teacher collects unemployment compensation.

- 2. Salary for the school year shall be \$10,000 plus full fringe benefits as set forth in Article XXVII and sick day credit for the time that they hold the Reserve Teacher status shall be one-half (1/2) day per month. In the second consecutive year as Reserve Teacher the salary shall be increased by \$1,000.
  
- 3. Upon the Reserve Teacher's written request, he/she shall be immediately released from his/her Letter of Agreement to accept other employment should it be offered to him/her including outside employment or recall to a regular teaching assignment.



4. The calendar for Reserve Teachers shall be the same as other regular teachers.
5. These teachers may be assigned:
  - a. Substituting assignments for certified personnel (PP - 12). After a Reserve Teacher has been in the same assignment in excess of sixty (60) working days, the Reserve Teacher shall be compensated in accordance with Schedule A, for the applicable year of this Agreement, Level One (B.A.), Step 1, for the duration of that same assignment.
  - b. To assist certified personnel in the performance of their responsibilities as assigned by the immediate supervisor, including:
    - (1) General supervision of students.
    - (2) Assisting certified personnel in the instruction of classes or small groups.
    - (3) Performing non-teaching duties regularly performed by classroom teachers.
    - (4) Working in media centers or libraries.
6. The time worked by the Reserve Teacher shall count toward the teacher's regular seniority and for Salary Schedule increments to the nearest half year in the event the teacher is recalled to regular status.
7. Extensions of employment, participation in parent-teacher conference days, employment on records days and participation in inservice sessions, may be expected to be authorized when Reserve Teachers have been assigned in one (1) position for a long term or whenever the administration feels it appropriate.
8. These teachers shall follow the same procedures required of other teachers for reporting absences.
9. Reserve Teachers shall, under no circumstances, be utilized in a fashion to avoid employment of a fully contracted teacher for a regular position or vacancy.

## ARTICLE XX

### 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, serious illness or death in the immediate family. The immediate family shall include grandmother, grandfather, father, mother, brother, sister, wife, husband, and child. 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, serious illness or death in the immediate family.

Although credited on the first work day 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 to the principal and with the approval of the Assistant Superintendent.

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 H). 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 seventy (170) 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.

Up to three (3) days from the teacher's bank may be used for observance of recognized religious holidays which require the teacher's non-work on a scheduled work day.

- 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.
- . 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.
- K. After twenty-four (24) years of service to the District, and upon a written request submitted to the Superintendent, or designee, by September 30 of the contracted year, a teacher may sell twelve (12) days of his/her accumulated sick day allowance back to the District at a rate of eighty-five dollars (\$85) per day per contracted year. \*

Payment to the teacher for said days shall be made biweekly over the remaining pay periods for that contracted year.

- \* *Final determination for inclusion in the three (3)/five (5) year average rests with the Michigan Public School Employees Retirement System and/or the Social Security Administration.*

## ARTICLE XXI

### 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 XXII

### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition; to foster a 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 XXIII

### PROFESSIONAL IMPROVEMENT

- A. The Board and the Association support the principle of continuing training of teachers in their field of instruction, participation by teachers in professional organizations in the areas of their specialization and participation in community educational projects.
  
- B. Normally, the Board will provide the necessary funds for teachers to attend selected professional conferences. Cost items that may qualify would include travel, meals, lodging and registration fees as well as providing the cost of the substitute teacher needed to relieve the participating teacher. A teacher attending such conferences, workshops and meetings shall be granted such leave time without loss of compensation. The administration will determine the number of workshops and conferences members of a department may attend and the exact amount of reimbursement for attending such conferences. The amount of reimbursement will not necessarily include all the items listed above. A written report shall be submitted to the administration upon return from these conferences.
  
- 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. The Association and the Board agree that it is the responsibility of every teacher to belong to at least one (1) professional organization either of a general nature such as the NEA-MEA or a specific type of educational organization such as the Michigan Association of School Librarians and the National Science Teachers' Association.
- E. In order to encourage teachers to join professional organizations, the Board agrees to pay all fees up to ten dollars (\$10) toward one (1) membership fee of a professional group selected by the teacher.

F. **INSERVICE**

A maximum of four (4) half days may be scheduled for inservice training. Inservice training programs shall be coordinated by the Professional Development Committee.

1. Inservice for funded programs can be scheduled by the Superintendent, or designee. The dates for inservice shall be designated on the District calendar.

When inservice programs are scheduled during the normal work day, staff members will follow their normal scheduled working day as defined in Article IX, Section B, with a maximum of sixty (60) minutes for lunch.

- a. The dates of inservice days must be approved by the joint committee prior to the start of the school year.
  - b. The utilization of the inservice time shall be determined by the joint committee in consultation with the professional development committee.
  - c. All students must be scheduled in attendance 182 days and for a minimum of 1047 clock hours of instruction.
  - d. Notice of cancellation of an inservice day scheduled during the normal work day must be received by the Superintendent, or designee, at least sixty (60) days before the date and will be used as a student instruction day.
2. In addition, each teacher will be granted release time equal to two (2) days for a professional development experience.\*

Individuals who wish to participate in a non-reimbursable professional development experience\* must follow the procedure listed below:

- a. Request an inservice form from the building administrator.
  - b. Submit the completed inservice form to the building administrator. The form must be submitted two (2) weeks in advance of the activity.
  - c. Following the administrative review process, notification of approval, or disapproval with rationale, of the request shall be forward to the teacher.
  - d. Within two (2) weeks, following participation in the approved activity, the inservice evaluation form must be completed and submitted to the building administrator.
3. A teacher may be reimbursed, from District general funds, for conference fees and/or expenses up to a maximum of \$50 per school year. However, it is agreed that District's only responsibility under this Section is to budget an amount equal to the total 1991-92 contractual obligation for this purpose.

It is further agreed that the amount of the documented reimbursement shall not be subject to the Professional Grievance Procedure (Article VII).

Individuals who wish to participate in a reimbursable professional development experience \* must follow the procedure listed below:

- a. Request an inservice form from the building administrator.
  - b. Submit the completed inservice form to the building administrator. The form must be returned two (2) weeks in advance of the activity.
  - c. Following the administrative review process, notification of approval, or disapproval with rationale, of the request shall be forward to the teacher.
  - d. Within two (2) weeks, following participation in the approved activity, financial documentation (receipts) and the completed inservice evaluation form must be submitted to the building administrator. Reimbursement will only be made after receipt of the financial documentation by the Superintendent, or designee.
4. If additional funding for professional development is made available to the District through Federal or State government funding, this Section (F) will be reviewed.

## ARTICLE XXV

### TEACHER EVALUATION

- A. The Board and the Association recognize the need for continuous growth and improvement of the educational process. Evaluation is an ongoing process which should enhance student learning. The evaluation process should also ensure communications about job expectations and performance between the supervisor and the teacher.
- 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. PROBATIONARY TEACHERS

- 1. The work performance of probationary teachers shall be evaluated in writing. This written evaluation will give a performance profile that will include but not be limited to actual observation, parent feedback, student feedback, peer feedback, self-rating, professional growth through courses taken or workshops attended and committee participation.

Probationary teachers shall be evaluated at least two (2) times during the school year, by the end of the first eighteen (18) weeks following the commencement of service, and by the end of twenty-eight (28) weeks of service.

#### 2. Procedures—

- a. The evaluator(s) will distribute and explain the Probationary Teacher Evaluation form to all probationary teachers at the beginning of the school year.
- b. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Superintendent.

- c. An observation shall be made in person for a minimum of 20 to 30 consecutive minutes. There will be a minimum of sixty (60) calendar days between formal observation.
  - d. A written evaluation of the teacher based on the observation shall be submitted to the teacher prior to the time of a personal interview and within five (5) school days after each observation.
  - e. During the first personal interview, an individual develop plan (IDP) shall be formulated for all probationary teacher. When the form has been completed, it shall be attached to the evaluation instrument.
  - f. The purpose of an IDP is to improve teaching performance and should not be considered punitive in nature.
  - g. The IDP instrument (Appendix E) shall be used for all probationary teachers.
  - h. An administrator-staff contact record must be completed for all conferences relating to staff evaluation (staff log).
  - i. The evaluatee will also submit a self-evaluation on a duplicate form within two (2) school days of notice by the evaluator that the evaluatee's evaluation is completed. Exchange of evaluations will be simultaneous and a conference date arranged.
  - j. The teacher shall make an appointment with the observer within five (5) school days of receiving the written evaluation. All evaluations shall be based on criteria for evaluating professional performance.
3. No later than the twenty-ninth (29) week of the probationary year, the Teacher Evaluation form report will be furnished by the principal to the Superintendent covering each probationary teacher. A copy of this report shall be furnished to each teacher involved in the evaluation.
  4. A statement shall be attached to the end-of-the-year evaluation form starting how well the teacher's performance met the terms of the IDP.

#### D. TENURE TEACHERS

1. The tenure teacher evaluation instrument (Appendix D) shall have as its immediate function to discuss and establish goals which will aid teachers and administrators in improving their performance, developing their po-

tentials and growing in their jobs. The overall purpose is to increase student learning.

Procedures--

- a. The evaluator(s) will meet with the teachers early in the school year to explain how evaluations will be conducted, to share the forms and/or guidelines that will be used, to discuss the purpose of evaluations, and to discuss any concerns the teachers may have about the process and/or forms.
- b. The evaluation instrument (Appendix D) mutually agreed upon by the Association and the Board will be the only formal evaluation instrument used.
- c. Evaluations shall be conducted by the teacher's immediate administrator working in the same building or an administrator who is otherwise familiar with the teacher's work who shall be designated by the Superintendent.
- d. The evaluator must notify the teacher that within the next ten (10) work days a formal evaluation will take place.
- e. Evaluations will not take place during the first or last week of the school year, the day before or after a school break, or the day of a scheduled school activity (prom, assemblies, homecoming, fairs, etc.).
- f. The formal evaluation will be no less than twenty (20) minutes in length.
- g. A written summary of the evaluation shall be submitted to the teacher prior to the time of the personal interview and within five (5) school days after each formal evaluation.

A conference will take place between the evaluator and the teacher within ten (10) school days of the formal evaluation.

- h. A tenured teacher receiving a "needs improvement" (less than satisfactory) rating on any item on the evaluation form, shall have, during the first personal interview, an individual develop plan (IDP) shall formulated for him/her. When the form has been completed, it shall be attached to the evaluation instrument (Appendix D)
- i. The purpose of an IDP is to improve teaching performance and should not be considered punitive in nature.

- j. The IDP instrument (Appendix E) shall be used for tenured teacher.
- k. A statement shall be attached to the end-of-the-year evaluation form stating how well the teacher's performance met the terms of the IDP.
- l. If the evaluation is not mutually agreed upon, the teacher has the right to have a statement permanently attached to the formal evaluation instrument (Appendix D).
- m. Evaluations will take place not less than once every five (5) years.
- n. There will be two (2) formal evaluations during the school year in which the teacher is being evaluated (school year being defined as September through June). There will be a minimum of sixty (60) calendar days between formal observations.
- o. If, in the course of a school year, there is a need for more frequent evaluations of a tenured teacher than stated above, the Association Executive Director; the Superintendent, or designee, and the teacher shall be notified in writing.

## ARTICLE XXVI

### 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 XV, 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: \$12
  2. Class Period Assignment: \$15
  3. Daily rate of pay shall be calculated by dividing the teacher's basic contract amount by the number of teacher work days in the calendar for that contract year.
- D. Teachers are to be compensated for teaching in any special teaching assignment (Article XXIX) at the following rate:

1. Future accredited summer and Driver Education programs are not to exceed \$11.50 per hour.
  2. Joint city-school recreational programs: as determined by the director, with joint approval of the city and school.
- 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 of twenty-one cents (\$ .21) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.

G. PAYROLL PROCEDURES

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

Advance payment for compensation which would come due for July and August of the then current year may be requested by a written statement



of reason(s) received by the Superintendent not later than May 31 of such year. If approved, payment will be made by June 30.

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. Credit Union
  - b. Increase in MESSA as provided in Article XXVII, Section A, 6
  - c. Tax Sheltered Annuity
  - d. Washington National Insurance
  - e. Additional group-rate coverage/services (additional life insurance coverage and long-term care insurance, as provided in Article XXVII, Section F).
  - f. United Fu Contributions
  - g. Madison Scholarship Funds, including Madison Education Foundation Contributions
  - h. Education Association Dues or Service Charge
  - i. Authorized PAC contributions

## ARTICLE XXVII

### FRINGE BENEFITS

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

A. HEALTH INSURANCE COVERAGE (1997-1998):

1. Teachers who were members of the bargaining unit on or before June 30, 1996, shall be eligible to select one (1) of the following plans:

- a. **MESSA Super Care 1:** The District will provide MESSA Super Care 1 with the teacher contributing the following monthly premium amount through authorized payroll deduction:

Full Family: \$40.00  
Two Persons: \$35.00  
One Person: \$13.00

- b. **M-CARE, POS Plan E:** Monthly premium fully paid by the Board.

- c. **Option to health Care:** Teachers who are not eligible for the Board's health care coverage, or who choose not to participate, or who select M-Care, POS Plan E, shall receive a monthly cash payment.

The amount of the cash payment shall not be less than seventy dollars (\$70) per month.

2. Teachers who become members of the bargaining unit on or after July 1, 1996, shall, during their probationary period, be eligible to select one (1) of the following plans:

- a. **M-CARE, POS Plan E:** Monthly Premium fully paid by the Board.

- b. **Option to health Care:** Teachers who are not eligible for the health care coverage, or who choose not to participate in the Board's health care coverage, shall receive a monthly cash payment.

The amount of the cash payment shall not be less than seventy dollars (\$70) per month.

3. 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 XXVII, Section A, 1).

4. If a teacher is covered under any other health care (hospitalization) insurance plan, the Board's obligation under this Article (XXVII), Section A, 1, 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 XXVII, Section A, 2), to the Joint Committee.

5. 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 Payroll Department.

The Board is saved harmless from coverage not reported by the teacher, and the teacher is responsible to reimburse the Board for overpayment.

6. 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 Payroll Department by the first of the month.

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

8. Teachers who are not eligible for, or choose not to participate in, and tenure teachers who select M-CARE, POS Plan E, shall receive seventy dollars (\$70) per month additional compensation.

However, if by September 30 of each year, thirty (30) or more teachers choose not to participate in the health insurance coverage provided by the Board, the amount of said payment shall increase to one hundred dollars (\$100) per month.

**B. LIFE INSURANCE**

\$30,000 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.

**C. 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*

**D. 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 \$3,500 per month.

**E. VISION:**

MESSA VSP - 2

**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.

**EALT INSURANCE COVERAGE (1998-1999):**

Options for health insurance for 1998-1999 shall be the same as for 1997-1998. The teacher's contribution for MESSA insurance shall be determined as detailed under the salary schedule for 1998-1999.

## ARTICLE XXVIII

### 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. Additional terminal compensation may be offered by the Board of Education for all teachers who resign between May 1 and May 31 effective at the end of the school year. This additional compensation shall be determined at an April Board of Education meeting.
  
- D. Unemployment compensation claims are not allowable under this Article for teachers who retire or resign.
  
- 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 XXXIX

### *SPECIAL TEACHING ASSIGNMENTS*

- A. When the Board sponsors after school and summer school programs, the following criteria will be used to provide equitable distribution of available assignments.
1. Teachers who are academically best trained and certified for the specific subject or activity involved.
  2. Teachers who have taught successfully previously the same or similar programs in the district.
  3. Teachers who are presently employed on a regular classroom basis in the district's K - 12 system.
  4. Teachers who are willing to accept teaching assignments for hours when they are in demand because of student enrollment and preference.
- B. Staff approval will be by the Superintendent, or designee.
- C. When possible, teachers of these subjects or activities will not be scheduled to work a split shift of less than three (3) hours.
- D. 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 XXX

### TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts, library reference facilities, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools 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 typewriter 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, whenever possible, for each teacher in the district.
  - 2. Suitable space for each teacher to store coats, overshoes and personal articles.
  - 3. Adequate chalkboard and bulletin board space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - 5. A dictionary in every classroom.
  - 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 shall be made available in the office for the teacher's reasonable use.
- G. The Board will endeavor to provide and properly maintain adequate parking facilities.

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 XXXI

### 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 XXXIV.
  
- 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 the 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 XXXII

### *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 XXXIII

### 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 XXXIV

### DURATION OF AGREEMENT

Except as hereinafter provided, this Agreement shall be effective as of September 1, 1997, and shall remain in effect through August 31, 1999.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date provided.



for the Madison Education Association

July 30, 1997



for the Madison Board of Education

July 30, 1997

## CALENDAR -- 1997-1998 School Year

|           |         |                                                                                |
|-----------|---------|--------------------------------------------------------------------------------|
| August    | 25      | First day for teachers                                                         |
|           | 26      | First Day for Students <i>(All classes meet a.m. only)</i>                     |
| September | 1       | Labor Day – No School                                                          |
| October   | 31      | End of first marking period * <i>(All classes meet a.m. only)</i>              |
| November  | 6 & 7   | Elementary Parent/Teacher Conferences <i>(PP-5 a.m. only)</i>                  |
|           | 26      | Grades PP - 12* <i>(All classes meet a.m. only)</i>                            |
|           | 27 & 28 | Thanksgiving Recess                                                            |
| December  | 1       | Return from Thanksgiving Recess                                                |
|           | 19      | Christmas Recess * <i>(All classes meet a.m. only)</i>                         |
| January   | 5       | Return from Winter Recess                                                      |
|           | 16      | Semester ends * <i>(PP-5 meet a.m. only)</i><br><i>(No classes grade 9-12)</i> |
|           | 19      | <b>ALL DAY INSERVICE FOR TEACHERS</b><br><i>(No classes for students)</i>      |
| February  | 13      | Winter Recess begins at end of day                                             |
|           | 23      | Return from Winter Recess                                                      |
| April     | 3       | End of Third Marking Period * <i>(All classes meet a.m. only)</i>              |
|           | 8 & 9   | Elementary Parent/Teacher Conferences <i>(PP-5 a.m. only)</i>                  |
|           | 9       | Spring Recess begins at end of day                                             |
| April     | 20      | Return from Spring Recess                                                      |
| May       | 22      | All classes meet a.m. only                                                     |
|           | 25      | Memorial Day - No School                                                       |
| June      | 12      | Last day for students *^ <i>(All classes meet a.m. only)</i>                   |
|           | 15      | Last day for teachers ^                                                        |

It is mutually understood and agreed that in the event it is necessary to make up additional days for the purpose of receiving State Aid, the school calendar may be adjusted.

The Head Start and the Advantage Program calendar(s) will be finalized by the Joint Committee.

- \* After the dismissal of the students, Teachers may leave their assigned buildings.
- ^ Upon completion of the District Check-out Procedure(s), Teachers may leave.



## CALENDAR -- 1998-1999 School Year

|           |         |                                                                                                        |
|-----------|---------|--------------------------------------------------------------------------------------------------------|
| August    | 31      | First day for teachers                                                                                 |
| September | 1       | TEACHER INSERVICE DAY                                                                                  |
|           | 2       | First Day for Students ( <i>Classes meet a.m. only</i> )                                               |
|           | 7       | Labor Day -- No School                                                                                 |
| November  | 6       | End of first marking period * ( <i>All classes meet a.m. only</i> )                                    |
|           | 12 & 13 | Elementary Parent/Teacher Conferences ( <i>PP-5 a.m. only</i> )                                        |
|           | 25      | Grades PP - 12* ( <i>All classes meet a.m. only</i> )                                                  |
|           | 26& 27  | Thanksgiving Recess                                                                                    |
|           | 30      | Return from Thanksgiving Recess                                                                        |
| December  | 22      | Christmas Recess * ( <i>All classes meet a.m. only</i> )                                               |
| January   | 4       | Return from Christmas Recess                                                                           |
|           | 22      | Semester ends * ( <i>PP-8 classes meet a.m. only</i> )<br>( <i>No classes Gr.9-12</i> )                |
|           | 25      | All Day Teacher Inservice ( <i>no classes for students</i> )                                           |
| February  | 12      | Winter Recess begins at end of day                                                                     |
|           | 22      | Return from Winter Recess                                                                              |
| April     | 1       | End of Third Marking Period * ( <i>All classes meet a.m. only</i> )<br>( <i>Spring Recess begins</i> ) |
|           | 12      | Return from Spring Recess                                                                              |
|           | 15 & 16 | Elementary Parent/Teacher Conferences ( <i>PP-5 a.m. only</i> )                                        |
| May       | 31      | Memorial Day - No School                                                                               |
| June      | 17      | Last day for students                                                                                  |
|           | 18      | Last day for teachers ^                                                                                |

It is mutually understood and agreed that in the event it is necessary to make up additional days for the purpose of receiving State Aid, the school calendar may be adjusted.

It state funding does not increase by a percentage equal to or greater than the Consumer Price Index (CPI) for 1998-1999, the calendar may be adjusted upon agreement of both parties.

The Head Start and the Advantage Program calendar(s) will be finalized by the Joint Committee.

- \* After the dismissal of the students, Teachers may leave their assigned buildings.
- ^ Upon completion of the District Check-out Procedure(s), Teachers may leave.

## SCHEDULE A

### 1997-98 SALARY SCHEDULE

| <u>B.A.</u> |               | <u>B.A. + 20</u> |               | <u>M.A.</u> |               |
|-------------|---------------|------------------|---------------|-------------|---------------|
| <u>STEP</u> | <u>AMOUNT</u> | <u>STEP</u>      | <u>AMOUNT</u> | <u>STEP</u> | <u>AMOUNT</u> |
| 1           | \$27,725      | 1                | \$28,532      | 1           | \$30,699      |
| 2           | \$29,217      | 2                | \$30,023      | 2           | \$32,510      |
| 3           | \$30,723      | 3                | \$31,527      | 3           | \$34,460      |
| 4           | \$32,351      | 4                | \$33,153      | 4           | \$36,561      |
| 5           | \$34,112      | 5                | \$34,919      | 5           | \$38,736      |
| 6           | \$36,091      | 6                | \$36,900      | 6           | \$41,065      |
| 7           | \$38,195      | 7                | \$39,000      | 7           | \$43,614      |
| 8           | \$40,516      | 8                | \$41,326      | 8           | \$46,312      |
| 9           | \$44,431      | 9                | \$45,236      | 9           | \$49,004      |
| 10          | \$46,707      | 10               | \$47,551      | 10          | \$52,016      |
| 11          | \$48,402      | 11               | \$49,276      | 11          | \$55,770      |

| <u>M.A. + 20</u> |               | <u>ED. SPEC.</u> |               |
|------------------|---------------|------------------|---------------|
| <u>STEP</u>      | <u>AMOUNT</u> | <u>STEP</u>      | <u>AMOUNT</u> |
| 1                | \$31,761      | 1                | \$33,624      |
| 2                | \$33,570      | 2                | \$35,434      |
| 3                | \$35,525      | 3                | \$37,387      |
| 4                | \$37,631      | 4                | \$39,493      |
| 5                | \$39,799      | 5                | \$41,664      |
| 6                | \$42,133      | 6                | \$43,988      |
| 7                | \$44,676      | 7                | \$46,540      |
| 8                | \$47,375      | 8                | \$49,232      |
| 9                | \$50,072      | 9                | \$51,933      |
| 10               | \$53,079      | 10               | \$54,940      |
| 11               | \$56,818      | 11               | \$58,646      |

*Annual permits receive \$300 less than the B.A. scale according to experience step*

*Ed. D. receive \$350 more than the Ed. Spec. scale according to experience step*

**NOTE:** Teachers who were employed during the 1992-1993 contract year are entitled to receive compensation at retirement or upon resignation—see Appendix F.

## **1998-1999 SALARY SCHEDULE**

For the 1998-99 school year, total compensation for the unit (i.e. the cost of wages and fringe benefits including FICA and MPSERS costs) will be increased by adding 62% of the increase in state and local funding received by the District for said year to the total compensation paid to the membership in 1997-98. Should state and local revenue not increase for 1998-99 over 1997-98, the total compensation (as defined above) shall remain at the 1997-98 level, except for step increases which shall be paid.

### **EXAMPLE 1:**

1997-98 funding as determined by the MDE is:  
\$12,718,587

1998-99 funding as determined by the MDE is:  
\$12,900,000

Difference is: \$ 181,413

\$181,413 times .62 equals \$112,476

\$112,476 would be provided to pay any increased costs of paid benefits and salary increases for 1998-99.

### **EXAMPLE 2:**

1997-98 funding as determined by the MDE is:  
\$12,718,587

1998-99 funding as determined by the MDE is:  
\$12,000,000

Due to a reduction in state and local revenue for 1998-99, the salary schedule and amounts paid for all benefits would remain at 1997-98 levels during 1998-99. Step increases would be paid.

The parties shall meet the week of October 13, 1998, to determine the level of state and local funding for the 1998-1999 school year, and to determine the appropriate allocation of said revenue. Any monies due teachers, retroactive to the beginning of the 1998-1999 school year shall be paid by the last pay date in October, 1998.

## SCHEDULE B

### 1997 - 1999 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 or more years of involvement) | \$32,351 |

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%<br>{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 - Middle School                | 2.50%             |
| Department Heads - High School                  | 2.50%             |
| Drama Club - Middle School                      | 1.25%             |
| Drama Club (or High School plays-\$125 per pl.) | 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%             |
| 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 - igh School Instrumental                       | 3.50%             |
| Music - igh School Vocal                              | 1.75%             |
| National Honor Society                                | 1.25%             |
| Newspaper - Middle School                             | 1.25%             |
| Photography Club - Middle School                      | 1.25%             |
| Quiz Bowl - igh School                                | 1.25%             |
| Safety Patrol - Elementary                            | 1.00%             |
| 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 - igh School                          | 1.75%             |
| Video Cable Club - igh School                         | 1.25%             |
| Video Coordinator - igh School                        | 5.00%             |
| Yearbook - Middle School                              | 1.50%             |
| Yearbook - igh School                                 | {2.25%<br>{ .75%+ |

+ 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.

**ED. SPEC.**

| <u>STEP</u> | <u>SALARY SCHEDULE AMOUNT</u> | <u>BASIS FOR BI-WEEKLY CALCULATION</u> |
|-------------|-------------------------------|----------------------------------------|
| 1           | \$33,225                      | \$33,225                               |
| 2           | \$35,013                      | \$35,013                               |
| 3           | \$36,943                      | \$36,943                               |
| 4           | \$39,024                      | \$39,024                               |
| 5           | \$41,169                      | \$41,169                               |
| 6           | \$43,466                      | \$43,466                               |
| 7           | \$45,888                      | \$45,888                               |
| 8           | \$48,648                      | \$48,648                               |
| 9           | \$51,317                      | \$51,317                               |
| 10          | \$54,288                      | \$54,288                               |
| 11          | \$61,016                      | \$57,950                               |

*Annual permits receive \$300 less than the B.A. scale according to experience step*

*Ed. D. receive \$350 more than the Ed. Spec. scale according to experience step*

The *Basis for Bi-Weekly Calculation*, at Step 11, is determined by adding the following amount(s) to the 1994-1995 *Payout Amount(s)*:

|           |       |
|-----------|-------|
| B.A.      | \$250 |
| B.A.+20   | \$250 |
| M.A.      | \$300 |
| M.A.+20   | \$300 |
| ED. SPEC. | \$300 |

*A zero percentage (0%) was applied, at all steps of the 1994-1995 Salary Schedule amounts.*

**NOTE:** Teachers who were employed during the 1992-1993 contract year are entitled to receive the "Make Whole" amount at retirement or upon resignation—see Appendix F.

## 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, ead 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, ead Varsity Coach *        | 12% |
| Football, Assistant Varsity Coach *  | 8%  |
| Football, J.V. ead Coach *           | 7%  |
| Football, Assistant J.V. Coach *     | 6%  |
| Football, ead Freshman Coach *       | 7%  |
| Football, Assistant Freshman Coach * | 6%  |
| Golf, Varsity Coach                  | 5%  |
| Softball, ead Coach                  | 10% |
| Softball, Assistant Coach            | 7%  |
| Swimming, ead 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, Assistant Coach | 7%  |    |

**MIDDLE SCHOOL ACTIVITIES:**

|                             |    |  |
|-----------------------------|----|--|
| Basketball, Head Coach      | 6% |  |
| Cheerleaders (2 squads)     | 5% |  |
| 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% |  |

**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 XXIII, Section B).

2. Theory class or clinic (annually), before the start of the sport, at Board's expense (subject to Article XXIII, Section B).

C. Each coach is obligated to work all athletic events for the school year, receiving assignments weekly from the Athletic Director. Failure to meet this obligation without being excused by the Athletic Director will result in \$10 per assignment being withheld from his/her pay.

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.

## PAY DATES

1997-1998

|           |               |
|-----------|---------------|
| August    | 29            |
| September | 12<br>26      |
| October   | 10<br>24      |
| November  | 07<br>21      |
| December  | 5<br>19       |
| January   | 2<br>16<br>30 |
| February  | 13<br>27      |
| March     | 13<br>27      |
| April     | 10<br>24      |
| May       | 08<br>22      |
| June      | 5<br>19       |
| July      | 3<br>17<br>31 |
| August    | 14            |

## PAY DATES

**1998-1999**

|           |                |
|-----------|----------------|
| August    | 28             |
| September | 11<br>25       |
| October   | 09<br>23       |
| November  | 06<br>20       |
| December  | 04<br>18       |
| January   | 03<br>15<br>29 |
| February  | 12<br>26       |
| March     | 12<br>26       |
| April     | 09<br>23       |
| May       | 07<br>21       |
| June      | 04<br>18       |
| July      | 02<br>16<br>30 |
| August    | 13             |

**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:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State 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 on the fourth Monday of each month.

The Committee will meet at a time mutually agreed upon.

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



\_\_\_\_\_  
for the Madison Education Association



\_\_\_\_\_  
for the Madison Board of Education

## APPENDIX C

### MEMORANDUM OF UNDERSTAND – SPECIAL EDUCATION CLASS SIZE

It is understood and agreed to that should the implementation of Article X, Section B, 2, of the amended Master Agreement ("the Sixth Friday after Labor Day") be used by either party to circumvent the placement process of students, it shall be resolved through the Joint Committee as defined in Appendix B of the Master Agreement.

  
\_\_\_\_\_  
for the Madison Education Association

  
\_\_\_\_\_  
for the Madison Board of Education

**APPENDIX D**

**TENURE TEACHER EVALUATION INSTRUMENT**

**MADISON DISTRICT PUBLIC SCHOOLS**

Name of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Grade or Subject(s): \_\_\_\_\_

Evaluator: \_\_\_\_\_ Evaluator's Title: \_\_\_\_\_



**SUMMARY OF CLASSROOM OBSERVATION**

**CLASSROOM MANAGEMENT and TEACHING TECHNIQUES**

(KEY: **G** = Good **N** = Needs Improvement\* **NA/NO** = Not Applicable/Not Observed)

**NA/NO** \_\_\_\_\_ **G N**

**PRESENTS MATERIAL IN A CLEAR MANNER.**

*Comments:*

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**PROVIDES OPPORTUNITIES FOR STUDENT PARTICIPATION.**

*Comments:*

---

**ASSEMBLES TEACHING MATERIALS PRIOR TO LESSON PRESENTATIONS.**

*Comments:*

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