

8/25/92

RESEARCH DEPT

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AGREEMENT

This Agreement entered into this 17th day of April, 1989, by and between the Board of Education of Madison School District, Adrian, Michigan, hereinafter called the Board, and the Lenawee County Education Association, MEA/NEA, hereinafter called the Association.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 336 of 1947, as amended, for all professional certified teaching personnel, including personnel on tenure and on probation, classroom teacher, full-time substitute employees, librarians, special education teachers, driver education teachers and teachers of special programs that are employed by the Board, but excluding therefrom the guidance director, athletic director, principals, superintendent, office and clerical employees, per diem substitute teachers, and all other employees.

B. It is expressly understood that teachers employed by the Board under the CETA Program shall be included within the above described bargaining unit but shall have such specific rights as are hereinafter specifically enumerated in the attached Letter of Understanding.

C. The term "teacher" when used hereinafter, shall refer to all employees represented by the Association in the bargaining unit described in paragraph A and conditioned by paragraph B and that reference to male teachers shall include female teachers.

D. It is expressly understood that benefits granted to the Lenawee County Education Association, MEA/NEA shall be accorded to only those employees of the Madison School District and shall not inure to the benefit of any other members of the Lenawee County Education Association that are not employees of the District.

Madison School District

ARTICLE II

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation the right to:

1. Manage and control its business, its equipment, and to direct the working forces and affairs of the entire school system within the boundaries of the school district.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the forgoing.
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, layoff, and discharge employees, transfer employees, determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
5. Determine the qualifications of its employees.
6. Determine the policy affecting the selection of employees.
7. The Board shall continue to have the right to establish, modify or change any condition except those covered by the specific provisions of this Agreement.

B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings or other facilities.

C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

D. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.

E. The listing of specific Board rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

F. The rights of the Board shall not be exercised in violation of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS

A. The Board and the Association agree that each shall abide by and accord to the other the rights, benefits and obligations of P.E.R.A.

B. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become a part of the teacher's file(s). When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present. A copy of any disciplinary referral or Letter of Reprimand placed in a teacher's file will be provided to the teacher at the time of such placement.

C. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the district pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file(s) shall be limited to qualified professional supervisory personnel.

D. The Board may consult with members of its faculty with regard to changes in curriculum.

E. No teacher shall be disciplined without just cause. Those items specified in Article XII, A (Grievance Procedure) shall not be considered discipline.

F. One representative of the Association shall be released from regular duties without loss of salary two (2) days per year for the purpose of participating in special area, regional, or state meetings of the Michigan Education Association, or for Association business as deemed appropriate by the Association president.

G. A teacher engaged during the school day in negotiating at the request of the school district on behalf of the Association with any representative of the school district or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

ARTICLE IV

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Any teacher employed by the Board may submit to the Board an assignment card signed by him not later than thirty (30) days after the commencement of his employment for the purpose of authorizing the deductions of membership dues of the county, Michigan and National Education Association. The total amount to be deducted shall be stated on said authorization card. The deductions shall be made in nine (9) equal installments beginning in September and continuing through May. Payroll deductions of dues shall cease upon termination of said teacher's employment. Only one application per teacher for deductions need be honored by the Board in any one school year.

B. The Association shall, at the beginning of each school year, give written notification to the Superintendent's Office of the amount of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorization. The amounts of the deductions for these dues shall not be subject to change during the entire school year except that the dues for the second semester employees shall be reduced according to the regulations of the Association. For the purpose of this Article, the term "school year" shall mean the twelve month period beginning with the opening of school in the fall of each year.

C.1. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the bargaining unit; provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a teacher shall not pay such payroll deduction, as herein provided, the Employer shall, at the request of the Association terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment.

C.2. The Association in all cases of discharge for violation of this Article shall notify the teacher of non-compliance 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 the recipient that a request for discharge may be filed with the Employer in the event of non-compliance. If the teacher denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive a hearing before the Employer limited to the question of whether he/she has failed to pay the Service Fee prior to dismissal.

C.3. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense (and through its own counsel), provided:

a. The Employer gives timely notice of such action to the Association and permits the Association to intervene as a party if it so desires, and

b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

C.4. The Association will save the Board harmless for all costs, liability and reasonable attorney fees for all hearings, trials and appeals arising out of compliance with dismissal requests by the Association. It is expressly understood that if a tenure hearing is required by law the Association shall become the charging party.

C.5. The Association will provide all necessary documents, notices and charges to the Board prior to requiring the Board to comply with the provisions of this Article.

D. The Board agrees to deduct from the teacher's salary and make appropriate remittance for the following:

MEA Insurance
Delta Dental Insurance
Lenco Ed Credit Union
T.L.C. Community Credit Union
National Education Association Dues
Michigan Education Association Dues
Lenawee County Education Association Dues
United Fund
Farm Bureau Annuity
Gleaners Life Insurance Society
Jackson National Annuity
New York Life Annuity
Mutual Benefit Life
Variable Annuity Life Insurance Society

and for any other deductions that are mutually agreed to.

ARTICLE V

PROFESSIONAL RESPONSIBILITIES INCLUDING TEACHING HOURS AND CLASS LOADS

A. The school day and each teacher's schedule will be determined by the administration. Teachers will be notified in writing of the first day of school and their schedule by August 1st. Schedules will not be changed unless necessitated by teacher resignations or additions, or by mutual consent, or as a result of a necessary reduction in personnel. The calendar shall be a negotiable item and shall be worked out on a yearly basis.

B. Since pupils are entitled to be taught by the teachers who are working within their area of competencies, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, without prior consultation with and agreement of the teachers involved, except in cases of emergency.

C. The salary schedule is based upon a normal weekly teaching load as hereinafter defined, 185 days, during normal teaching hours. Teachers previously employed in this district shall not be required to report more than two (2) days prior to the beginning of classes in the fall or to remain more than one (1) day after the last student attendance day in the spring. There will be a minimum of five (5) mutually agreed to work days for all members of the teaching staff in addition to the student attendance days.

1. Per diem pay will be calculated by dividing the teacher's contractual salary less extra-curricular pay by total session and work days as scheduled on the finalized school calendar.

2. Teachers neglecting to report their absence will lose pay equal to time of their unauthorized absence.

D. A teacher shall be released from regular duties without loss of salary to attend subject area conferences approved by the Superintendent.

E. Extra-curricular activities will be assigned by the administrator. However, such extra curricular activity will not be assigned to the same teacher for a second year without the consent of that teacher.

F.1. If an agreed upon school calendar is required to be extended or there is a modification in the agreed upon school calendar because of state law, any bargaining unit member required to perform any work on a day not originally specified as a duty day in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failure, health conditions as defined by the city, county, or state health authorities, or other Acts of God.

F.2. If at any time during the life of this Agreement it becomes lawful to count the days mentioned in paragraph F.1. as days of pupil instruction and not be financially penalized by the state, it is agreed that the following language will become immediately effective:

On days when the schools are closed because of inclement weather, teachers shall not be required to report to work. The first five (5) inclement weather days occurring in a school year shall not be made up. The sixth inclement weather day will be made up by converting an in-service day to a day of student instruction. The seventh and eighth inclement weather days will be made up by extending the school calendar thru the two (186 and 187) succeeding days. Inclement weather days in excess of eight (8) shall not be made up.

G. Those legal holidays as recognized in the General School Laws of the State of Michigan shall be recognized in the Agreement, and schools shall be closed on the appropriate days, designated therein.

H. The Board recognizes that appropriate text, library reference materials, maps, globes, laboratory equipment, audio visual equipment, art supplies, and similar materials are the tools of the teaching profession. The parties agree to confer from time to time for the purpose of improving the selection and use of such educational tools, and the school district agrees to keep the schools reasonably equipped and maintained. The superintendent will provide leadership and make recommendations for facilities, equipment, and materials to the Board of Education as needed.

1. Parking facilities shall be made available to teachers and maintained for their use.
 2. The Board of Education shall provide a faculty lounge for all teachers with the requested facilities mutually agreed upon by the Board of Education and the Madison Education Association.
- I. The school district shall furnish without charge two (2) shop or lab coats for art teachers, home economics, industrial arts, and science teachers.
- J. Whenever any vacancy in any teaching or administrative position, including extra paid assignment in the district shall occur, the school district shall post notices of the same in the reception office of each school building at the time of advertising the position outside of the district and at least five (5) days prior to offering the position to any candidate. If the vacancy occurs during the school year, a notice of the vacancy shall be placed in the school mailbox of each member of the Association. During the summer months a copy of vacancies will be sent to the Association President at the last address on file with the Board.

ARTICLE VI

CLASS SIZE AND OTHER CONDITIONS

- A. The School District will strive to regulate class size in the best interest of education.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment, excluding emergencies.
- C. A copy of the Madison School's Policy and Procedure Manual shall be furnished to the Association President, and two additional copies shall be placed in each of the school libraries.
- D. Teachers will be on duty in the school building no more than seven and one-half (7 1/2) hours on work days including lunch periods, except that additional time may be required for administrative meetings, in-service training sessions, and parent-teacher conferences. Teachers will spend additional time and effort in school buildings or elsewhere in class preparation activities aimed at insuring the performance of the high quality instructional job.

1. High School/Middle School Parent-Teacher Conferences will be held on one (1) day a semester. That day the school will be dismissed at 12:00 o'clock noon. Parent-Teacher Conferences will commence at 1:00 p.m. and end at 4:00 p.m., recess until 6:00 p.m. and end at 8:00 p.m.

2. Elementary School Parent-Teacher Conferences will be held on one (1) day semester. That day the school will be dismissed at 11:30 a.m. Parent-Teacher Conferences will commence at 12:30 p.m. and end at 4:00 p.m., recess until 6:00 p.m. and end at 8:00 p.m.

E. Special Education

1. The Board of Education shall strive to have a pupil-teacher ratio of fifteen to one.
2. Teachers shall have released time equivalent to that of classroom teachers in their respective buildings.

ARTICLE VII

LEAVES OF ABSENCE

A. Teachers will be granted ten (10) days per year with pay for sick leave which may be used for personal illness or injury to members of the teacher's immediate family. In addition thereto, up to five (5) days of paid leave will be granted for a death in the immediate family. If more time is needed, extra days will be deducted from sick leave. Unused sick leave shall be allowed to accumulate from year to year up to sixty (60) days.

1. A physician's statement may be required of persons using sick leave. A physician's certificate of fitness is required at the expense of the teacher who has been absent because of illness for five (5) consecutive work days.

2. During the 1989-90 school year the Board shall provide an answering machine for teachers to call and report their absence to work. Such calls shall be made no later than 6:30 a.m.; if an emergency with a teacher's child occurs, calls may be made until 7:00 a.m.. If the answering machine performs to the satisfaction of the Board it shall be provided for the duration of this agreement. If after the 1989-90 school year the Board determines the answering machine is not performing satisfactorily and decides to remove it, teachers will be allowed to call and report absences from 6:45 a.m. to 7:15 a.m. on the morning of the expected absence. Failure to report by 7:15 a.m. or to have written lesson plans for that day's absence at school by the normal school starting time may result in loss of pay for the day(s). Teachers may report a continuing illness on the prior day.

3. The immediate family is defined as parent, parent-in-law, sibling, sibling-in-law, spouse, child, grandparent, grandchild, or any other member of the family who is a resident of the teacher's household or any other member of the family or household who clearly stood in the same relationship with the teacher.

4. At the close of each school year, if a teacher shall have more than sixty (60) days accumulated unused sick leave, the teacher shall be reimbursed at the rate of \$35.00 for each unused sick leave day in excess of sixty (60), up to a maximum of ten (10) days.

5. Teachers disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that a teacher opting to take a maternity leave as hereinafter provided without pay is not eligible for sick leave payment during the period of the unpaid leave of absence.

6. Anticipated prolonged disability - Any teacher who can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing at least thirty (30) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician.

B. Military leaves of absence shall be granted to any teacher in this school district who shall be inducted by the selective service for military duty to any branch of the armed services or armed forces of the United States. Reinstatement will be in accordance with Act 145 of 1943 as amended.

C. Maternity Leave - A maternity leave shall be available to female teachers who are pregnant upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the leave, the teacher shall apply to the Board if she wishes an unpaid leave.

2. The application shall be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the teacher may be a factor in final determination of the beginning and/or ending date of the leave.

3. The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester or marking period except the same shall not be in conflict with the doctor's statement of health.

4. The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.

5. Any maternity leave granted will be without pay, however, the teacher, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such a leave, except that a teacher on maternity leave for a period of two calendar months or less will not lose experience credit on the salary schedules nor seniority in the Madison School System.
6. The provisions of a maternity leave shall not exempt a teacher from the provisions of the layoff procedure contained in this Agreement except the Board shall not be required to give notice of layoff for the duration of the maternity leave.
7. If a teacher does not return to teaching upon the expiration of the leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the teacher prior to said date.
8. Teachers returning from such a leave shall furnish medical evidence of their ability to perform their normal work assignments.
9. Teachers may make written application for an extension of the maternity leave subject to the provisions of the initial request.
10. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board of Education will be grievable.
11. A teacher on maternity leave must have her current address on file in the superintendent's office.

D. Teachers may be granted two (2) personal business days per school year, non-accumulative, with wages paid. Requests for this time off shall be made in writing to the superintendent three (3) days beforehand. Permission will be granted at the discretion of the superintendent. At the close of each school year, teachers shall be reimbursed at a rate of \$35.00 for each unused personal business day, up to a maximum of two (2) days.

E. Jury Duty - Employees requested to appear for jury qualifications of service, shall receive their pay from the employer for such time loss as a result of such an appearance or service less any compensation be received for such jury service up to a period of thirty (30) actual service days. If duty is of appearance only, or a part day, then the employee is expected to be on the job for the remainder of the day.

F. The Board of Education may grant a leave of absence for up to one (1) year provided that the teacher requests such leave of absence in writing to the Board on or before May 1st of each school year. This deadline will be extended to June 20th if a teacher notifies the superintendent by May 1st that he/she has applied for a fellowship or similar grant but does not expect to receive notification of his/her acceptance in such a program prior to May 1st. In order to be eligible for an unpaid leave of absence, the teacher must have taught for a period of seven (7) consecutive years in the Madison School District prior to requesting the unpaid leave of absence. The Board will consider written requests for unpaid leave for exchanged teaching programs, study in an accredited college or university in areas of the teacher's professional responsibilities, or if the teacher is an elected officer in a state or national professional organization.

1. The Board of Education will not grant more than three (3) unpaid leaves of absence per year.

2. If a teacher shall have been granted an unpaid leave of absence that teacher shall not be eligible for another unpaid leave of absence for a period of five (5) consecutive years.

3. Acceptable unpaid leaves of absence returnees shall be placed on the salary schedule as they would have been had they taught in the district during such period.

G. A teacher who is unable to work because of personal illness or disability and has exhausted all sick leave available may apply for a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed at the discretion of the Board.

ARTICLE VIII

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement if by mutual consent of both parties. By mutual consent, the parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, terms and conditions of employment of teachers employed by the School District.

ARTICLE IX

LAYOFF PROCEDURE

A. In the event it becomes necessary to layoff teachers within the bargaining unit, such layoff will be in accordance with the following schedule:

1. Probationary teachers will be laid off first whenever a tenure teacher is certified and qualified to fill the probationary teacher's position.

2. Tenure teachers will be laid off next on the basis of certification, qualifications and seniority.

B. Definitions:

1. "Certification" shall be as defined by the Department of Education, State of Michigan.

2. "Qualifications" shall be defined as meeting State Department of Education certification requirements and the University of Michigan accreditation requirements. For a senior high position a teacher shall be considered qualified to teach in his/her major or minor field of study. For a junior high position a teacher shall be considered qualified to teach in his/her major or minor field of study and/or experience in the subject matter to be taught in the last ten (10) years and/or in all basic subjects, i.e. mathematics, science, English and social studies.

3. "Seniority" shall date from the teacher's last date of hire (date the individual contract is signed) except that no teacher employed by the school in the 1977-78 school year shall lose any seniority accumulated prior to that time. Seniority shall mean years of uninterrupted continuous service with Madison Area Schools.

A teacher recalled from layoff and placed under contract will receive a day of seniority credit for each calendar day covered to the individual contract issued at the time of recall and for each calendar day encompassed by the preceding summer recess.

4. "Continuous Service" shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved leave of absence, layoff or administrative service but seniority shall not accumulate while in this status.

5. "Major or minor" will be determined by an accredited college or university transcript. Minors must be not less than twenty (20) semester hours or its equivalent in credits.

C. A teacher who intends to acquire new or additional certification or qualifications (as herein defined), or who plans to nullify a current endorsement on their certificate, must notify the superintendent of such intent at least sixty (60) days before the end of the school year or within thirty (30) days of receipt of layoff notice, whichever is later; a teacher failing to give such notification shall not be eligible to use or rely on any after-acquired new or additional certification or qualification to claim a position during the following school year.

D. Written notice to the teacher of layoff shall be sent to the teacher's last known address on file with the Board or by personnel service at least thirty (30) calendar days prior to the effective date of layoff. All lists of laid off teachers shall be kept by the Board for a period of two (2) years. Thereafter a teacher shall lose his/her right to recall unless he/she notifies the Board in writing of his/her desire to be kept under consideration.

E. For purposes of layoff only, a teacher with ten (10) years or more seniority need not accept a transfer from one building to another in order to achieve layoff of the least senior teacher in the district.

F. Each year the Board shall prepare a seniority list by certification and transmit a copy of same to the Association President on or before the first day of November. If the Association is in disagreement on one or all parts of the seniority list and, if mutual agreement between the parties cannot be reached on the disagreement, the Association may use the grievance procedure within the five (5) session days immediately succeeding receipt of the seniority list.

G. Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified, and qualified. A vacancy shall be defined as one specific teaching position of sixty (60) school days or more. Any teacher recalled to fill such a vacancy shall be granted a contract, leave time, and other privileges granted to regular teachers by the school district. All fringe benefits, including but not limited to accumulated sick days, shall be restored upon recall.

ARTICLE X

PART-TIME TEACHERS

A. The term "part-time teacher" shall be deemed to include any teacher employed by the Madison School District on a work schedule which is less than or shorter than the normal work schedule for a full-time teacher as defined in this Master Agreement.

B. Any teacher employed by the Madison School District may request a part-time assignment, providing that such a request must reach the superintendent of schools on or before April 1st of the year preceding the school year for which the part-time assignment is being requested.

C. The Board of Education or its authorized representative has the sole discretion to approve or disapprove any request for a part-time assignment. It is specifically agreed that the decision to approve or disapprove a request for part-time assignment shall not be grievable.

D. Any teacher in a part-time assignment shall receive seniority credit as if he/she were employed in a full-time capacity.

E. Any teacher employed in a part-time assignment shall receive salary schedule increment credit as if employed on a full-time basis.

F. A teacher employed in a part-time assignment shall receive under the governing collective bargaining agreement a pro-rated salary and fringe benefits based upon the ratio between the part-time assignment and the normal full-time teaching day.

G. Teachers employed in a part-time assignment shall not be required to spend time on school district premises for planning or preparation.

H. Teachers employed in a part-time assignment shall be required to participate in parent-teacher conferences, faculty meetings, and in-service training sessions as requested by their building principal.

ARTICLE XI

SUBSTITUTE TEACHERS

A teacher employed as a substitute teacher with an assignment to one specific teaching position for a period of sixty (60) days or more service shall be granted a contract, leave time, and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for the district. A substitute teacher, who is initially assigned to one (1) specific teaching position for less than sixty (60) days, but actually provides service for sixty (60) days or more in that position, shall receive a retroactive salary adjustment at no less than the minimum salary on the current salary schedule for the district. It will be up to the discretion of the Board to issue contracts for substitute teaching positions of less than sixty (60) days duration.

ARTICLE XII

GRIEVANCES AND PROCEDURES

A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. Any non-procedural matter involving teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

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

E. Level One - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - All Level Two filings shall contain an endorsement stating the approval or disapproval of the Association. A copy of the written grievance shall be filed with the superintendent or his designated agent. In the event that the superintendent is unavailable, the time limitations on appealing to Level Two shall be met by delivery of a written copy of the grievance signed by the grievor and attested to by an officer of the Madison Education Association. The letter must be dated within five (5) days of failure to reach satisfaction of the grievance at Level One. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within (5) days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

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

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike not more than three (3) from the list of arbitrators.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. New evidence is allowable if it pertains to the original defense or ground at Level Four. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:

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

b. He shall have no power to establish or change salary and extracurricular schedules.

c. Responsibility of management is an adherence the Board strongly recommends in the Master Agreement. The Board wants the arbitrator to 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 the Agreement.

d. He shall not hear any grievance previously barred from the scope of the grievance procedure.

5. After a case of which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own costs for representation including any expense of witnesses.

F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

G. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.

H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations excluding plan time.

I. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE XIII

PROFESSIONAL COMPENSATION

A. All graduate hours (semester hours or its equivalent) to be used for lateral transfer on the salary schedule must be evidenced by a copy of the transcript from a college or university on file before the first payday of the new school year. If a transcript is not available, other evidence such as a grade card or a letter from the university or college reflecting successful completion of the courses(s) will be acceptable until a transcript is available. It is understood that said hours shall be in the teacher's major or minor or an integral part of a planned program leading to an advanced degree.

Effective as of September 1, 1981, in order to qualify to move from BA + 30/MA column to MA + 15 or beyond, a teacher must have acquired his/her master's degree and have taken fifteen (15) hours or its equivalent after the acquisition of the Master's Degree. Until September 1, 1981, the Board will allow the use of hours taken prior to the second semester of the 1977-78 school year provided the hours are graduate hours but they may have been taken prior to the acquisition of the Master's Degree.

B. The superintendent may, in his sole discretion, grant up to seven (7) years of teaching experience to new hires.

ARTICLE XIV

REMUNERATION

A. Remuneration shall be set forth in Schedules A and B.

B. Insurance - For the life of this Master Agreement the Board will provide teachers with:

1. At the election of the employee, a choice of MESSA Super Care 2 or Super Care 1 health insurance for the employee and his/her eligible dependents. Teachers choosing Super Care 1 will receive one half of the difference in premium between Super Care 1 and Super Care 2 to be used for additional insurance options or an annuity. The teacher shall have the option to select between Super Care 1 and Super Care 2 on an annual basis.

2. SET/SEG LTD insurance that provides 66 2/3% of normal monthly earnings to a maximum benefit of \$2,500.00 with unrestricted drug/alcohol and mental/nervous benefits and a cost of living adjustment.

In the event seven (7) or less teachers do not exercise their option for the above mentioned health insurance, the teacher(s) may apply an employer contribution of up to \$100.00 per month towards MESSA tax exempt options, and/or annuity contributions to companies listed in Article IV, E. If eight (8) or nine (9) teachers choose this option, the employer contribution amount will be \$150.00. If ten (10) or more teachers choose this option, the employer contribution will increase an additional \$25.00 for each additional employee per month. Each employee signing up for this option will receive \$75.00 each month. Any balance due will be determined as of the number of employees remaining on this option thru the 1st pay in May and shall be paid on the first pay in June. It is understood that the employer will not make any cash payment to the employee.

ARTICLE XV

STRIKE PROHIBITION

The Association recognizes that strikes, as defined by section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principal that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XVI

MISCELLANEOUS

- A. This agreement shall supersede any rules, regulations or practices of the school district which shall be contrary to or inconsistent with its terms. Individual teacher contracts shall be subject to the expressed terms of this Agreement.
- B. Copies of this Agreement shall be reproduced at the expense of the school district and presented to all teachers employed by the school district.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- E. All teachers in the elementary grades, DK - 5, will be provided with conference time during the school day when students are in their special subject classes and at recess. Middle school teachers, grades 7 and 8, and high school teachers will be provided one (1) period per day. Plan time for 6th grade teachers shall be scheduled as for 7th and 8th, whenever possible (as per letter of intent, May 18, 1989).

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 25th day of August, 1989, and shall continue in effect for three years until the 25th day of August, 1992, on all items covered by the Agreement.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Lenawee County
Education Association

Madison School District

LETTER OF UNDERSTANDING

C.E.T.A./J.T.P.A. EMPLOYEES

It is agreed by and between the bargaining teams that C.E.T.A./J.T.P.A. employees will be accorded the following rights under the Master Agreement:

1. The salary of a C.E.T.A./J.T.P.A. employee will be that amount as allowed by the Lenawee County C.E.T.A./J.T.P.A. Office.
2. Fringe benefits allowed to other employees of like number of hours will also be accorded C.E.T.A./J.T.P.A. employees provided no prohibition is mandated by C.E.T.A./J.T.P.A. regulations.
3. Sick leave and personal business days will also be accorded C.E.T.A./J.T.P.A. employees, however, they shall not be eligible for long term leaves of absence.
4. C.E.T.A./J.T.P.A. employees will not acquire seniority within the bargaining unit, however, if they acquire tenure they shall have seniority relating back to their last date of hire including C.E.T.A./J.T.P.A. service provided their service is continuous as specified in Article IX.
5. Termination of a C.E.T.A./J.T.P.A. employee shall not be grievable.
6. The hours of C.E.T.A./J.T.P.A. employees will be set by the administration but shall not exceed eight (8) hours per day.

The foregoing shall be applicable for the life of the contract.

MADISON SCHOOL - SALARY SCHEDULE
1989-90

STEP	BA	BA15	MA	MA15	MA30
0	21398	22215	23044	23819	24596
1	22147	22993	23851	24653	25457
2	22922	23797	24685	25516	26348
3	23724	24630	25549	26409	27270
4	24555	25492	26444	27333	28224
5	25414	26384	27369	28290	29212
6		27308	28327	29280	30235
7		28264	29318	30304	31293
8		29253	30345	31365	32388
9		30277	31407	32463	33522
10		31336	32506	33599	34695
11		32433	33644	34775	35909
16		33568	34821	35992	37166

MADISON SCHOOL - SALARY SCHEDULE
1990-91

STEP	BA	BA15	MA	MA15	MA30
0	22628	23492	24369	25189	26010
1	23420	24314	25222	26071	26920
2	24240	25165	26105	26983	27863
3	25088	26046	27018	27927	28838
4	25966	26958	27964	28905	29847
5	26875	27901	28943	29917	30892
6		28878	29956	30964	31973
7		29888	31004	32047	33092
8		30934	32089	33169	34250
9		32017	33212	34330	35449
10		33138	34375	35532	36690
11		34298	35578	36775	37974
16		35498	36823	38062	39303

MADISON SCHOOL - SALARY SCHEDULE
1991-92

STEP	BA	BA15	MA	MA15	MA30
0	23986	24902	25831	26700	27571
1	24826	25774	26735	27635	28536
2	25694	26676	27671	28602	29535
3	26594	27609	28639	29603	30568
4	27524	28576	29642	30639	31638
5	28488	29576	30679	31711	32746
6		30611	31753	32821	33892
7		31682	32864	33970	35078
8		32791	34014	35159	36306
9		33939	35205	36389	37576
10		35127	36437	37663	38892
11		36356	37712	38981	40253
16		37629	39032	40346	41662

SCHEDULE B

	1989-90	1990-91	1991-92
BAND DIRECTOR	1845	1950	2070
PLAY DIRECTOR	640	675	715
HIGH SCHOOL CLASS ADVISOR (4)	810	860	910
MIDDLE SCHOOL CLASS ADVISOR (2)	210	225	235
H.S. STUDENT COUNCIL ADVISOR	475	500	530
M.S. STUDENT COUNCIL ADVISOR	235	245	260
ELEM. STUDENT COUNCIL ADVISOR	235	245	235
DEPARTMENT HEAD (8)	195	210	220
HOME ECONOMICS CLUB	195	210	220
NATIONAL HONOR SOCIETY	195	210	220
QUILL & SCROLL	180	190	200
ART CLUB	195	210	220
PEP CLUB ADVISOR	360	380	400
H.S. CHEERLEADING ADVISOR	1010	1070	1135
M.S. CHEERLEADING ADVISOR	420	445	475
ELEM. CHEERLEADING ADVISOR	135	145	155
MAJORETTES	405	430	455
YEARBOOK	1500	1590	1680
DRIVER'S EDUCATION	10.90/HR	11.55/HR	12.20/HR

When the following positions are filled by a member of the bargaining unit, the base salary for the position will be adjusted as follows:

- 1 thru 6 years of experience - additional 1% per year
- 7 thru 10 years of experience - additional 2% per year
- 11 and 12 years of experience - additional 2.5% per year

FOOTBALL -			
HEAD VARSITY *	2835	3000	3180
VARSITY ASSISTANT	1605	1695	1800
JUNIOR VARSITY (2)	1605	1695	1800
MIDDLE SCHOOL (2)	1215	1285	1360
BASKETBALL -			
HEAD VARSITY *	2835	3000	3180
JUNIOR VARSITY	1360	1435	1525
FRESHMAN	1360	1435	1525
MIDDLE SCHOOL (2)	1215	1285	1360
ELEMENTARY (2)	745	785	835
WRESTLING -			
HEAD VARSITY *	2835	3000	3180
VARSITY ASSISTANT	1605	1695	1800
MIDDLE SCHOOL	1215	1285	1360
VOLLEYBALL -			
HEAD VARSITY *	2835	3000	3180
JUNIOR VARSITY	1605	1695	1800
MIDDLE SCHOOL	1145	1215	1285
BASEBALL & SOFTBALL -			
HEAD VARSITY	1565	1655	1755
JUNIOR VARSITY	965	1020	1085
TRACK -			
HEAD VARSITY	1565	1655	1755
VARSITY ASSISTANT	880	930	985

All "Schedule B" wages apply to bargaining unit members only. If the position is not filled with a bargaining unit member in accordance with the contract then, and in that event, the Board shall be free to negotiate wages on an individual basis with non-bargaining unit members provided the Board shall not exceed the foregoing wages.

* The scheduled salary shall be reduced by 23% for any coach not conducting a summer program as outlined in his/her job description.

○ This figure to be changed to 260.