

Madison EDUCATION ASSOCIATION

AGREEMENT 1972-74

8-1-74

Madison Education Association,  
Madison Heights, City of.

This Agreement entered into this September 11, 1972, 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 members of the teaching profession share with the administration and the Board of Education common objectives, commitments, and responsibilities dedicated to the formulation of the finest educational program possible within the means of the district's resources.

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:

Madison Education Association  
1511 E. Eleven Mile Road  
Royal Oak, Michigan  
48067

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated teaching personnel employed and those granted leave by the Board. The following teaching personnel comprises this bargaining unit: Teachers of grades K through 6, teachers of music, art, library, physical education, counselors, teachers of subjects grades 7 through 12, teachers of all special education classes, remedial reading teachers, department heads and speech therapists; but excluding superintendent, assistant superintendent, elementary supervisor, administrative assistant, business manager, director of vocational and adult education, director of special services, school psychologist (diagnostician), social workers, athletic director, principals, assistant principals, adult education teachers as well as any other non-certified personnel employed by the Board.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.



## ARTICLE II

### Teacher Rights and Responsibilities

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he 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 reflects 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, 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 shall have the right, upon request, to review the contents of his own personnel file, excluding teacher placement files and letters of recommendation. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- I. Any teacher suffering a bodily injury on the job of any nature, should promptly report the same to his building principal in order that the possibilities of coverage under Workmen's Compensation may be considered.
- 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. Each teacher will furnish in compliance with the State Law, a report dated between July 1st and September 30<sup>th</sup> of the current school year (for the 1972-73 school year June 1st will be acceptable unless made mandatory by State Law.) certifying that he is free from tuberculosis.

Article II - Continued

- M. The teacher must at the request of the school nurse produce reasonable evidence of freedom from communicable diseases.
- N. Each certificated person is expected by the Board of Education and the Association to fulfill the terms of his contract of employment.

### ARTICLE III

#### Association Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relation Act, the Board hereby agrees that every professional employee of the Board shall have the right freely to organize, join and support the Association, as the recognized bargaining agent, for the purpose set for by this act. The Board and the Association agree that they will abide by the Michigan Public Employment Relation Act.
- B. 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.
- C. 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.
- D. 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 type 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.
- E. The Association may post notices of its activities and matters of Association concern on teachers lounge bulletin boards. Bulletin board space shall be provided in each building. The Association may use the district mail service and teacher mail boxes 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.
- F. 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.



Article III - Continued

- G. The Association will be advised by the Board of Education, in response to reasonable requests, of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed. The Association shall be given, whenever possible, reasonable opportunity to consult with the Board with respect to said matters prior to their final adoption and/or general publication.
- H. Membership in the Association shall be open to all teachers regardless of race creed, religion, color, national origin, age, sex or marital status.
- I. 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 State Labor Mediation Board (S.L.M.B.) 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.
- J. 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 their rights and responsibilities as controlling Board.
- K. A maximum of four (4) school days maybe used by the Association president or his delegated representative for Association conferences. A written request for these days must be given to the Superintendent for approval or disapproval three (3) days before date of proposed conference. No one individual may use more than two (2) of these days.

## ARTICLE IV

### Rights and Responsibilities of the Board

- A. Except as modified by the specific terms of this Master Agreement, the Board retains all rights and powers to manage the Madison School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:
1. To the executive management and administrative control of the school system and its properties, facilities, financial resources and the activities of its employees during employee working hours;
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
  3. To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the basic means and reasonable methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof that are in conformance with the Constitution and Laws of the State of Michigan, and the Laws and Constitution of the United States.
- B. Nothing in this Master 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 Law, 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 V

### Deductions for Professional Dues

- A. Within thirty days after commencement of the school year, or after initial employment, personnel may sign and deliver a written authorization on such forms as the Board may require, authorizing the Board to deduct \$138.00 dues per year from such employee's pay for the Association membership or for professional association organizations. The Board shall remit such deductions accompanied by a list of teachers from whom the deductions have been made to the Madison Association, not more than once per month during the term of such employee's contract with the Board. The Board shall have no liability other than the transmittal of such funds and list to the Association. This Association agrees to pay for any cost in providing the list of teachers for whom deductions have been made. The employee may cancel such authorization in writing at any time.
- 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 VI

Teaching Hours, Classload and Assignment

- A. It is agreed that all teachers have a professional responsibility to provide their students with whatever time and assistance may reasonably be necessary to promote the educational growth of the student. Staff meetings, parent or student conferences, emergency meetings, departmental or other professional gathering, PTA, and committee meetings maybe scheduled beyond a normal teacher's work day.
- B. The normal daily schedule of the teaching and supervisory time of students shall not average more than 300 minutes per day. Each work day of the contractual academic year shall not exceed 7:30 clock hours.
  - (a) High School - 7:55-3:25 - a 30 minute duty free lunch
  - (b) Junior High - 8:00-3:30 - a 22 minute duty free lunch
  - (c) Elementary - 8:10-3:40 - a 60 minute duty free lunch

The teachers work day shall end 10 minutes after the close of the student day on Friday or any other days preceeding a holiday.

- 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, preview films, evaluation, student conferences, administrative conference etc. Accordingly the following guidelines will be used:
  - (a) Senior High - average of 50 minutes per day
  - (b) Junior High - average of 50 minutes per day
  - (c) Elementary - during pupils' recess (when not on duty), art, music and/or physical education.
- D. Teachers shall be at their assigned teaching station before the students classes are scheduled to start.
- E. In case of inclement weather and the cancellation of recess, the teacher's day will end at 3:25 unless there are parent or student conferences, emergency meetings, scheduled staff, departmental or other professional gatherings.
- F. The regular scheduled working day including conference and preparatory time applies to specialized staff teachers at each building as well as to the regular classroom teacher.
- G. Teachers in grades 7-12 will be given class assignments which will provide a limit of no more than three (3) separate preparations per semester whenever possible within the field of competency and skills of the involved staff.
- H. The Board and the Association agree that some supervisory responsibilities shared among the teachers are necessary at student functions. Teacher attendance at these functions, unless directly responsible, will be voluntary, but it is encouraged by the Association and the Board.

Article VI- Continued

- I. 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 our 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 we reach a mutually accepted standard when finances permit.
- J. All grades 1-6 shall receive a full year of instruction or its equivalent in at least two of the following areas: art, music and physical education. Multiple classes maybe scheduled for rehearsing or special performances. The teachers of these areas may meet in the Board of Education building on the third Friday of each month at 2:10 p.m. with the Assistant Superintendent and/or Superintendent.
- K. No departure from these norms, except in the case of emergency, such as abnormal decrease in student enrollment or revenue, shall be made without prior consultation with the Association.

## ARTICLE VII

### Special Student Program

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience, and/or that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unreasonable demands upon the teacher or students. Guidelines and specifications will be subject to adjustment in conformity with State and County guidelines as they are published.
- B. Crisis Committee - The Crisis Committee is a group of Madison educators who will meet to make program plans for children who are posing severe behavior problems. The Standing Committee is composed of the Assistant Superintendent, a building principal, the Elementary Supervisor, the Visiting Teacher, a School Nurse, a School Counselor, a Reading Teacher, the School Diagnostician, and a regular classroom teacher, who will meet with the child's teacher and Principal. The committee does not have a regular location or time to meet, but is convened by the Superintendent or the Assistant Superintendent whenever the need arises.

The basic need is based on the following criteria:

1. The teacher is having considerable difficulty in controlling the child's behavior. The behavior is such that the education of the other students in the room is endangered.
2. All normal or routine procedures, at the building level, for handling problems have been exhausted.
3. The principal of the building has received, completed, and forwarded a referral on the student to the Assistant Superintendent.

Other criteria may be:

1. The child is to be tested by the School Diagnostician.
2. The child has been evaluated by a psychiatrist and reports are available to school authorities.
3. The teacher has maintained a profile and an anecdotal record on the child for a period of time, complete with the incident(s) and date(s).
4. The district has no special programs for which the child is eligible.
5. Appropriate placement outside of a public school setting is not available.

Based on the above information, the Superintendent or the Assistant Superintendent convenes the Crisis Committee at a designated time and place.



Article VII- Continued

The Committee hears all the information on the child and then takes whatever action seems appropriate in order for the child, teacher, and students in the classroom to proceed. The Committee is reconvened again at the request of the teacher and the building principal, or at a designated time, usually four weeks after the initial staffing, to discuss progress, or lack of progress, and to evaluate the initial recommendations.

The Committee functions as a group to share ideas or to explore what should be done for the benefit of those concerned. It is up to the Superintendent or Assistant Superintendent, the teacher, and the building principal to implement the plan.

Upon request by the members of the Committee, a record of the meetings and final recommendations will be available for viewing.

ARTICLE VIII

Teaching Conditions

The parties recognize that the primary duty and responsibility of the teacher is to direct, guide and instruct students, therefore, the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to these ends.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet optimum standards. In the event maximum loads, as stated in this Article, are exceeded, the principal upon request shall stipulate the reason in writing to the Board, the Association, and the teacher. An acceptable reason for exceeding the class size maximum by no more than 4 students may be any one or more of the following:
1. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.
  2. Conformity to the class size objective would result in placing additional classes on short-time schedules.
  3. Conformity to the class size of the maximum would result in the organization of half-day classes involving additional expense.
  4. A larger classroom may at some time be necessary to provide for specialized or experimental instruction.
  5. Any other reason which in the judgment of the Board justifies the exception. The Association would be consulted in such exceptional cases.

In the event the below listed maxima are exceeded, the building Principal shall give the teacher one or more of the following: student aides; teacher aides; selected groups of students; increased released time; increased use of special services; release from extra duties and/or other available aids. It is not intended that extra financial costs would be involved.

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	20	29
First-Second Grade	22	30
Third-Sixth Grade	25	31

Article VIII- Continued

<u>2. Junior &amp; Senior High Classes in:</u>	<u>Optimum</u>	<u>Maximum</u>
English, Social Studies, General Education, Mathematics, Science, Language, Business & Homemaking	22	33
Industrial Arts	15	23
Drafting	23	33
Vocational Shops	15	23
Homemaking (Lab)	15	23
Vocal & Instrumental Music	25	Unlimited
Art	20	33
Physical Education	25	60

At all times the high school will attempt not to exceed North Central Maximums.

3. Special Education

Special classes for handicapped or mentally retarded	12	15
Emotionally disturbed classes	9	12

- B. 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 purposes 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 representative and the Association. The Board agrees to keep the schools reasonably equipped and maintained.
- C. 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.
- D. The Board agrees to make available in each school a typewriter, a duplicator, stencils and mimeograph 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.

Article VIII- Continued

- E. 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 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 daily teaching responsibility.
- F. Teachers will not be required to drive a school bus as part of their regular assignment.
- G. The Board shall make available in each school at least one room appropriately furnished which shall be reserved for use as a faculty lounge.
- H. Telephone facilities shall be made available in the office for teacher's reasonable use.
- I. Upon request of the Association, additional vending machines may be installed in the teacher's lounge and lunchroom areas. In such cases, any rental, lease charges, or sales tax will be charged to the Association. Any profits from all such machines shall be placed in the Gerald F. Bush Scholarship Fund. The Association shall continue to have one member on the committee administering the fund.
- J. The Board will endeavor to provide and properly maintain adequate parking facilities.
- K. Teachers shall not be required to work under unsafe or hazardous conditions as defined by the city fire marshall and/or the health department.



## ARTICLE IX

### Department Chairmen

- A. A teacher who meets the listed criteria in any department of the Junior or Senior high school consisting of four or more teachers, with the exception of the physical education department, may make application for department chairmen by submitting in writing his qualifications to the building Principal. Final decision will be made by the building Principal. The building Principal will inform the individual(s) not selected, of the basis for his decision. In most circumstances, these teachers would hold the position of department chairman for at least two years.

The criteria for the selection of the department chairmen are:

1. Be a tenure teacher.
  2. Have at least three years of teaching experience in their subject area, one of which must be in the Madison District.
  3. Have the ability to communicate effectively with members of their department and work harmoniously with members of the administration.
  4. Have a major in the subject area in which they are teaching.
  5. Normally have at least 20 semester hours beyond their Bachelor's Degree.
- B. The department chairmen 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 7-12 program. A committee consisting of department chairmen and the principal will formulate the specific responsibilities and duties of the department chairmen during any one school year.
- C. The present policies of department chairmen being non-administrative personnel will continue in effect.
- D. A teacher selected as department chairman will be given either an hour for released time per day, or extra pay as determined by the extra pay for extra duty work schedule.

ARTICLE X

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board establishes as minimum requirements for initial employment of teachers, the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord 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 teacher, 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 and under normal circumstances not later than one week prior to the end of the school year. 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, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study, and the Association shall be so notified in each instance.
- 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 Assistant Superintendent, the building Principal and/or Director of Vocational Education shall be responsible for making specialized programs such as our 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 permanent 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 XI

### Transfers

A. The Board and the Association recognize that frequent transfers of teachers from one school to another, or on the elementary level, from one grade level to another, may be disruptive of the education process and interfere with optimum teacher performances. The parties recognize that some transfers for administrative purposes and for the interests and aspirations of the teacher may be necessary. Therefore, the parties agree as follows:

1. If a teacher wishes to transfer, he shall proceed in the following manner:
  - a. Notify the principal of the school at which he is presently working of his desire to be transferred and discuss the matter with said principal.
  - b. Request in writing before March 31, to the Assistant Superintendent for a transfer.
  - c. Notify and discuss the matter with the principal of the school to which he wishes to be transferred.

If all parties, the Principal of the school at which the teacher is presently working, the Principal of the school to which the teacher wishes to be transferred, the Assistant Superintendent, and/or the Elementary Supervisor are in favor of such transfer, then the transfer shall take place. In the event the request for transfer is not granted, the teacher shall be notified in writing of the reasons.

B. It is recognized by both parties that teachers may have to be transferred involuntarily. The Board agrees that it will attempt to avoid such transfers. Any teacher involved in any involuntary transfer shall be given first consideration for reassignment to the area from which he was transferred.

## ARTICLE XII

### Vancancies and Promotions

- A. The Association agrees with the Board that when filling vacancies and granting promotions, the most important consideration is to secure the finest personnel available so as to help insure quality education for the youngsters of the Madison District.
- B. General procedures for filling vacancies and making promotions are as follows:
  - 1. Whenever a vacancy in any professional position in the district shall occur during the school year, the Board shall publicize the same to our present personnel as well as notifying college placement offices.
  - 2. Any teacher may apply for such vacancies. The Board will consider the professional background and attainments of all such applicants, the length of service in the district and the specialized requirements of the vacant position. The District declares its support for a policy of promotion from within its own teaching staff. The district shall have the full right to hire any personnel from any source within or outside of the District, if in the opinion of the Administration, it is in the best interest of the District to do so.
  - 3. Teachers applying for any vacancy should send a request in writing to the Assistant Superintendent. All such requests will be given consideration.
  - 4. Upon request, an unsuccessful candidate shall be informed in writing of the reason(s) he was not chosen to fill the vacancy or to receive the promotion as the case may be.
- C. Any teacher who shall be transferred or promoted to a supervisory or administrative position and shall later be returned to a teacher status, shall be entitled to retain such rights that he may have had under this agreement prior to such transfer.
- D. The Board and the Association agree that the concept of an administrative intern program is worthy of further study and under certain conditions has real merit. This idea will be discussed by the Board during the coming school year.



## Article XIII

### Absences

- A. At the beginning of each school year, each full time teacher shall be credited with ten (10) days leave allowance to be used for absences due to personal illness, serious illness or death in the immediate family. The immediate family shall include father, mother, brother, sister, wife, husband and child. Two (2) days may be used for personal business that cannot be conducted other than during school hours. Business days are accumulative as sick days. The unused sick day allowances shall be accumulative to ninety (90) days. Conversion of accumulated sick leave days to personal days may be granted in extraordinary circumstances upon request to the principal and with the approval of the Superintendent. A part-time teacher or a teacher who is employed after the beginning of the school year will be credited illness leave in proportion to time worked.
- B. 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.
- C. A teacher who has taught three (3) or more years in the Madison District who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay or fringe benefits, upon the written medical confirmation of illness or disability, up to one year. With the approval of the Board, the leave may be renewed each year upon written request by the teacher. However, the teacher at his expense will be permitted to be carried under group policies for the duration of such leave. The teacher must submit in writing, sixty (60) days prior to the end of the school year, his intent to return. Failure to do so will be construed as a decision not to return and the teacher's employment will be declared at an end on this date.
- D. When a teacher returns from a leave of absence or an extended absence beyond thirty (30) consecutive calendar days due to illness during the school year, he will be required to submit a medical statement as to fitness to return to service upon the request of the Superintendent.
- E. 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.
- F. If an employee returns to the district after terminating his employment, he may not reclaim previously accumulated sick leave days.
- G. 1. 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 being absent is to call no later than 3:00 p.m. of the day absent if he intends to return the next day. If the absence occurs on Friday, the teacher will follow the established procedure and will call in his unavailability by 7:00 a.m. the following Monday. A substitute

Article XIII - Continued

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, he will lose an additional personal day or a day of pay.

2. 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.
3. 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.

ARTICLE XIV

Sabbatical Leave

- A. Definition: Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven consecutive years of professional service in the Madison School District of the City of Madison Heights for the purpose of improving instruction in the Madison District Schools. Sabbatical leave may be granted for one school year.
- B. Qualifications: An application for Sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled:
1. The applicant possesses a Michigan Life or Permanent Certificate.
  2. The applicant has been employed by the Board as a teacher for at least seven consecutive years.
  3. The applicant has not been granted Sabbatical Leave of Absence from the Madison Board of Education during the seven consecutive years of service immediately preceding current application.
  4. The applicant signs an agreement to return to service with the Madison Board of Education immediately upon termination of Sabbatical Leave, subject to Section 335, Paragraph 340.572, Section 572 of the 1959 revision of the Michigan School Code.
- C. Application: Application for Sabbatical Leave of Absence 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 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 year. The board will not be responsible for payment of insurance premiums. However, the teacher will be permitted to be carried at his own expense under the eligible group policies for the duration of such leave.
- D. The professional employee on leave shall receive compensation for the period of absence from regular duties. Compensation shall be at one-half of his contractual salary for the year of his Sabbatical, payable at the end of one year's employment with the Madison District, if said employment is immediately following the Sabbatical Leave.
- E. Status Upon Return: A teacher, upon return from a Sabbatical Leave shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

ARTICLE XV

Leaves of Absence

- A. A leave of absence of up to two (2) years may be granted to any tenure teacher upon application for the purpose of participating in exchange teaching programs in other states, territories or countries as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities. Said teacher shall inform the Board of his decision to return or to leave the District by April 1st prior to his scheduled return. The Board shall inform the teacher of position(s) or lack of position(s) available for which he is qualified by May 1st prior to his scheduled return. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic school year, he will be placed on the next step above his last full year of the salary schedule upon his return.
- B. A military leave shall be granted to any teacher who shall be inducted for or recalled to military duty in any branch of the armed forces of the United States. Upon return from such leave, if a vacancy exists, he shall be placed in the same or in another position for which he is qualified and will be placed on the salary schedule where he would have been had he taught in the District during such period, but not to exceed two (2) additional steps. The Board and the Association agree that in all such cases, the District will abide by the Federal Laws affecting men or women in the armed forces.
- C. A leave of absence of up to two (2) years may be granted to any tenure teacher upon application for the purpose of serving as an officer of the State or National Association, or on its staff. Upon written request, before April 30<sup>th</sup>, of his intentions to return, a teacher will be placed in the same or in another position for which he is qualified. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic school year, he will be placed on the next step above his last full year of the salary schedule upon his return.
- D. A leave of absence for one year may be granted to any tenure teacher upon application for the purpose of campaigning for himself or serving in a public office. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic school year, he will be placed on the next step above his last full year of the salary schedule upon his return.



Article XV - Continued

- E. A health leave, without pay or fringe benefits, shall be granted for a period of up to one year, renewable upon written request and at the discretion of the Superintendent. Any teacher requesting such leave must submit a letter of request and a doctor's statement confirming the necessity of such a leave. A request to return from leave must be in writing and accompanied by a doctor's statement certifying the employee's fitness to perform all teaching tasks and duties. Returning from such a leave, the teacher shall notify the Board of Education in writing two (2) weeks prior to the date he is eligible to return. This will be done only at the beginning of the school year or at the semester. The Board shall inform the teacher of the position(s) or lack of position(s) available for which he is qualified. If the case be that there is a lack of position(s), the leave will be extended until a position has been offered and accepted or refused. A refusal after the request to return shall terminate the Board's obligation to the teacher on leave. The Board will attempt to place said teacher in the same or like position as he had when he went on his leave. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic year, he will be placed on the next step above his last full year of the salary schedule upon his return.
- F. An adoption leave, without pay or fringe benefits, shall be granted for a period of up to one year, renewable upon written request and at the discretion of the Superintendent. The leave may commence upon an order terminating the rights of the natural parents by the probate court. Returning from such a leave, the teacher shall notify the Board of Education in writing two (2) weeks prior to the date he is eligible to return. This will be done only at the beginning of the school year or at the semester. The Board shall inform the teacher of the position(s) or lack of position(s) available for which he is qualified. If the case be that there is a lack of position(s) the leave will be extended until a position has been offered and accepted or refused. A refusal after the request to return shall terminate the Board's obligation to the teacher on leave. The Board will attempt to place said teacher in the same or like position as he had when he went on leave. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic year, he will be placed on the next step above his last full year of the salary schedule upon his return.
- G. A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he went on leave if his leave begins during the school year. If the leave begins after or before the regular academic school year, he will be placed on the next step above his last full year of the salary schedule upon his return.
- H. Leaves of 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.

ARTICLE XVI

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.
  
- 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 educational 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 interests of schools and students while discouraging the imposition of artificial or arbitrary restraints upon the learning process.

## ARTICLE XVII

### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two 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. Tenure teachers will be evaluated at least once every two years.
- 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 Board.
- C. Each observation shall be made in person for a minimum of 20 to 30 consecutive minutes. 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.
- D. A copy of the written evaluation shall be submitted to the teacher prior to the time of a personal interview and within five (5) school days after each observation. 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.
- E. Evaluation Procedures:
  1. Distribute and explain the instrument to all employees at the beginning of the school year.
  2. Minimum evaluation will conform with Article XVI (Teacher Evaluation) of the Teachers' Master Contract.
  3. Administrators-staff contact record must be completed for all conferences relating to staff evaluation.
  4. 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.
- F. No later than the twenty-ninth week of the probationary year the Teacher Staff 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.

ARTICLE XVIII

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 an order which threatens physical safety or is professionally demeaning.
- 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 of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensated, deprived of any professional advantage, or given an adverse evaluation without just cause. All information forming the basis for any of the above listed actions will be made available to the teacher and the Association if so requested by the teacher.



## ARTICLE XIX

### Professional Improvement

- A. The Board and the Association support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies 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 and 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 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, may be allowed to do so.
- D. The Association and the Board agree that it is the responsibility of every teacher to belong to at least one professional organization, either of a general nature such as the NEA, MEA, or a specific type of educational professional organization such as the Michigan Association of School Librarians and the National Science Teacher's Association.
- E. In order to encourage teachers to join professional organizations, the Board agrees to pay all fees up to five dollars (\$5.00) toward one membership fee of a specialized professional group provided that the teacher has submitted proof of paid fees in the local, state, and National Education Association.

ARTICLE XX

Reductions in Personnel and Annexations  
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 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.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. Any exceptions to this would be discussed with the officers of the Association. The Association and Board will assist all teachers terminated for lack of work to secure employment in other school districts upon terms and conditions as nearly comparable as possible.

ARTICLE XXI

Continuity of Operation

- A. 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 it's amendments, or other applicable laws and regulations.

ARTICLE XXII

Special Teaching Assignments

A. The Board recognizes that many teachers desire to teach in the after school Adult Education Program, Driver Education Program and summer school sponsored programs. Final approval of after school and summer school staff will be made by the Superintendent. In order to provide an equitable distribution of the available assignments, the following criteria will be used as a basis for the selection:

1. Teachers who are academically best trained and certified for the specific subject or activity involved.
2. Teachers who have taught previously the same or similar programs in our District.
3. Teachers who are presently employed on a regular classroom basis in any part of the Madison System, K-12.
4. Teachers who are willing to accept teaching assignments for hours when they are in demand because of student enrollment and preference.

Normally, notices of summer positions available will be posted by April 15. Applications for such positions must be filed in writing with the Superintendent of Schools or his designee on or before the first of May in order to be considered for summer assignments. The applicants will be notified in writing of the decision by May 15.

For the Adult Education programs assignments, application dates will be posted in advance by the Director of Adult Education as the need arises. The applicants will be notified in writing of the decision.

- B. When possible, teachers of these subjects or activities will not be scheduled to work a split shift of less than three (3) hours.
- C. Teachers are to be compensated for teaching in any such programs at the following rate:
1. Driver Education (Summer or year-round after school) \$5.50 per hour.
  2. Future accredited summer programs -prorated per hour at their regular last year's rate of pay, but in no case to exceed \$8.00 per hour.
  3. Joint city-school recreational programs - as determined by the director, with joint approval of the city and school.
- D. Supervision by a teacher of a student teacher, shall be voluntary, and no teacher shall be supervising more than one (1) student teacher simultaneously. A teacher shall receive special compensation from the university or college involved at its current rate.



ARTICLE XXIII

Terminal Leave

- A. After seven (7) consecutive years of service in the Madison District, any teacher who leaves the District shall be compensated for one-half the number of his accumulated sick days at the maximum Fully Certified Substitute day-to-day rate of pay.
- B. After fifteen (15) consecutive years in the Madison District and having attained an age of at least sixty (60) years, any teacher who leaves the District shall be compensated at the rate of \$25.00 for each year of continuous service with the Madison District, or one-half ( $\frac{1}{2}$ ) the number of his accumulated leave days at the maximum Fully Certified Substitute day-to-day rate of pay, whichever is to his benefit.

## ARTICLE XXIV

### Student Discipline and Teacher Protection

- A. The Board and the Administration recognize their responsibility to give reasonable support and assistance to teachers with respect to maintenance on control and discipline of students as adopted by Board of Education 3/1/71. The Board further recognizes that the teacher may not be fairly expected to assume the role of warden or custodian of the emotionally disturbed students, when diagnosed as such by competent mental health authorities, nor should they be charged with the responsibility of psychotherapy. 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 pupil from a class hour when the grossness of the offense, the persistence of the misbehavior, or 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 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 teaching obligations will allow, full particulars of the incident. In some cases, the Principal and the teacher involved may wish to contact the Crisis Committee at this time.
- 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 right 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 employment, a full written report will be filed with the Superintendent by the teacher, the Administration and any witness at the earliest possible moment, but not to exceed two (2) school days. The Board will provide legal counseling to advise the teacher of his 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, however, the Board is not obligated to provide services or make expenditures on behalf of the teacher in actions related to this paragraph, when such services or financial assistance is available through other organizations.
- 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 where the teacher is subsequently found guilty by a Court of Law.
- 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 XXV

### Professional Grievances

- A. Definition: The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or misapplication of this agreement. A grievance on an alleged misinterpretation or misapplication on 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 grievances. 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 five (5) 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 his principal (or Administrative Supervisor) may take his complaint to the Madison Education 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 Schedule C. signed by the grievant and the designated representative of the Association. A copy of the grievance form shall be delivered to the Principal (or Administrative Supervisor) within ten (10) school days after the original conference. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him. Within three (3) school days of receipt of the formal grievance form, the Principal (or Administrative Supervisor) shall meet with the grievant and two members of the grievance committee of the Association in an effort to resolve the grievance. The Principal (or Administrative Supervisor) shall indicate his disposition of the grievance in writing within four (4) school days of such meeting, and shall furnish a copy thereof to the Association.

#### Step 3

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within four (4) school days of such meeting or seven (7) school days from the date of filing whichever shall be later, the grievance shall be transmitted to the Superintendent or his designee shall meet with the grievant, and the Grievance committee of the Association on the grievance, and the Superintendent shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Article XXV - Continued

Step 4

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within three (3) school days of such meeting or thirteen (13) school days from the date of filing whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) school days. 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, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

Step 5

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The award of the arbitrator shall be considered advisory by both parties. The fee and expenses of the arbitrator shall be shared equally by the parties.

- C. If a grievance arises from the alleged action of an authority higher than the school Principal (or Administrative Supervisor), the grievance may be originally presented at the appropriate step of the grievance procedure.
- 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 specified 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.



Article XXV - Continued

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 unrepairable harm to the parties involved if left after the end of the normal school year.

- E. 1. In Step 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 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 present.
  - 4. It is also understood that during the processing of any grievances, the teacher will continue, if requested, to teach his regular classes and to perform any duties and responsibilities assigned to him by his building Principal.
- F. 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 advisory arbitration, on his 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.
- G. If any teacher for whom a grievance is sustained in favor of the teacher and shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. Likewise, if he shall have been found to have been improperly deprived of any professional compensation related to the grievance, the monetary amount involved shall be paid to him.
- H. 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.
- I. Every effort will be made to avoid involvement of students in all phases of the grievance procedure.

Article XXV - Continued

- J. No formal grievance shall be discussed, adjusted, or settled with the grievant without a member of the Association's grievance committee being present, nor shall any adjustment or settlement of a grievance be inconsistent with the terms of this Agreement.
- K. 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 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 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.
- L. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.
- M. The filing of an alleged grievance must be processed during the contracted year of the alleged grievance.

ARTICLE XXVI

Professional Study Committee

- A. There is hereby established a Professional Study Committee composed of six members, three members to be selected by the Board and three to be selected by the Association. This committee shall systematically review at regular fixed meetings, not less than monthly, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing, student discipline policy, guidance programs, programs for Special Education, and any other professional area which the committee may agree to consider. Additional adhoc committees may be established to review particular areas of the curriculum.
- B. The committees herein established shall submit a report of their investigations with recommendations for necessary changes, if any, to both the Board and the Association. These reports will be made at least twice a year.
- C. Such reports shall be deemed advisory, however, when recommendations which the Study Committee feels are necessary are not acted upon, the Committee may request a meeting between the Board and the Committee to discuss the recommendations.

ARTICLE XXVII

Negotiation Procedures

- A. 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 them. 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.
- B. Any time after February 1st, prior to the expiration date of this Agreement, and upon request of either party, negotiations will be undertaken for agreement covering the next proposed Agreement.
- 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 school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.



ARTICLE XXVIII

Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation without the consent of the teacher.
- B. 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.
- C. 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.
- D. 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 this Board.
- E. 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 law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be printed at the expense of the Board.
- G. Instructional certified personnel school calendar will be Appendix "A" to the 1972-73 and 1973-74 Master Contract.

ARTICLE XXIX

Retirement

- A. The mandatory retirement age for certified personnel covered under this contract shall be sixty-five (65) years of age. They may be permitted to finish the school year in which they reach the age of sixty-five (65).

Article XXX

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 scale will be adjusted upon proof of graduate semester hours that are appropriate in their educational field, only at the first and middle of the school year (Mid-year).
- B. An experienced teacher employed for the first time with the Madison District may receive 0 to 7 years credit on the salary schedule as set forth in Schedule A for full years of teaching experience in any school district and other teaching experience for which credit is allowed as agreed upon when the initial contract is signed.
- C. The salary schedule is based upon the regular school calendar as set forth in this Agreement and the normal teaching load as defined. For voluntary classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at:
1. Daily assignment \$5.50 per hour.
  2. Ten Weeks or longer assignment:  $\frac{\text{Teacher's Basic Salary}}{185.5 \text{ days} \times 7.5 \text{ hrs.}} = \text{Hourly Pay}$
  3. Daily wage will be 1/185.5 of his basic contract.
- D. Teachers involved in extra duty assignments set forth in Schedule B which is attached to an 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 imbursement 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. A letter of intent will be issued no later than November 1 of the current school year. Contract riders for these assignments will be issued one month prior to the event or activity. Payment of the contractual amount will be received within three (3) weeks after the completion of the activity.

Article XXX - Continued

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.
- E. Teachers required in the course of their work to drive personal automobiles from one building to another shall receive a car allowance of ten cents (10¢) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.
- F. The Board shall provide hospitalization insurance for all full-time employees on the following basis:
1. Blue Cross-Blue Shield comprehensive hospital care with MVF-1 Medical Surgical Care and the following riders: Blue Cross D45NM, DD, IMB and DCCR, Blue Shield CLC, DCC and OB, MM Option #3.
  2. Part-time contracted teachers will be provided premium payment in proportion to time worked.
  3. There shall be no duplication of insurance. The teachers must notify the personnel office of any personal insurance coverage - either through personal coverage or coverage from spouse's or family's insurance plan. If the teacher is covered by any other hospitalization insurance, the Board's obligation under this provision shall be waived, and if any payments have been made by the Board, the teacher shall reimburse the Board for said premium.
  4. New full-time employee insurance shall become effective when the carriers requirements are met.
  5. 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 months they must send a check to the payroll department by the first of the month.

Option: Dental Plan (Delta)

- A. \$13.50 per month for those teachers who would like to substitute a two (2) year dental plan for hospitalization insurance.

The M.E.A. will guarantee that there will be no additional cost to the Board of Education for the 1972-73 and 1973-74 school years than was expended for hospitalization for the 1971-72 school year. Furthermore, the dental option is not a negotiable item to be added to the fringe benefit package for negotiation, but additional protection for the teachers who select the option at no additional cost to the Board of Education. Proof of saving, signed subscriber and waiver cards for the two year policy to be submitted to the Board of Education by October 1, 1972.



Article XXX - Continued

G. 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 sixty (60) percent of his income after sixty (60) consecutive days of illness.

H. General Insurance Provisions:

1. Notwithstanding the provisions of this paragraph, 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, and other related matters.
2. The Board, by payment of the premium payments required to provide the coverages 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.
3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established under Article XXIV of the attached Agreement.

I. Payroll Procedures

1. Payroll checks will be issued bi-weekly on Fridays to all employees, except as elsewhere provided. The responsibility of distribution will be given to the immediate supervisor.
2. Contractual salaries will be divided by 21 to determine the gross bi-weekly amount except for those teachers who request a division by 26 on appropriate forms furnished by the administration. This will be paid to the employee less the following deductions:
  - a) Taxes
  - b) Social Security
  - c) Retirement
  - d) Education Association Dues
  - e) South Oakland School Employees' Credit Union  
(Ferndale Teachers' Credit Union)
  - f) Blue Cross - Blue Shield
  - g) Tax Sheltered Annuity
  - h) Washington National Insurance
  - i) United Fund
  - j) Bush Scholarship
3. Any balance in the Board's contractual salary commitment to a teacher shall be paid on the last Friday of the school year.

Article XXXI

Duration of Agreement

This Agreement shall be effective as of September 1, 1972 and shall continue in effect through August 1, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By \_\_\_\_\_, President

By \_\_\_\_\_, Secretary

MADISON EDUCATION ASSOCIATION

By \_\_\_\_\_, President

By \_\_\_\_\_, Pres. Elect  
or Secretary

MADISON DISTRICT PUBLIC SCHOOLS  
1972-73 CALENDAR

September	4	Labor Day
	5	First day for Teachers
	6	First day for Students - P.M. Building Meetings for Teachers
October	13	P.M. - Inservice for Teachers
November	22	Thanksgiving Recess - Starts at end of day
	27	Return from Thanksgiving Recess
December	22	Christmas Recess - Begins 12:00 Noon
January	2	Return from Christmas Recess
	25	End of First Semester
	26	No Students - A.M. Inservice for Teachers; P.M. Teachers at their buildings
	29	Start of Second Semester
March	16	A.M. Teacher Inservice P.M. Students
April	19	Easter Recess - Starts at end of day
	30	Return from Easter Recess
May	28	No School (Recognition of Memorial Day)
June	8	Last day for Students
	11	Workday for Teachers
	12	Work day for Teachers
	13	Last Day for Teachers - A.M.

MADISON DISTRICT PUBLIC SCHOOLS  
1973-74 CALENDAR

August	30	First day for Teachers
September	3	Labor Day
	4	First day for Students - P.M. Building Meetings for Teachers
October	12	P.M. - Inservice for Teachers
November	21	Thanksgiving Recess - Starts at end of day
	26	Return from Thanksgiving Recess
December	21	Christmas Recess - Starts at end of day
January	2	Return from Christmas Recess
	24	End of First Semester
	25	No Students - A.M. Inservice for Teachers; P.M. Teachers at their buildings
	28	Start of Second Semester
March	15	A.M. Teacher Inservice P.M. Students
April	11	Easter Recess - Starts at end of day
	22	Return from Easter Recess
May	27	No School (Recognition of Memorial Day)
June	7	Last day for Students
	10	Workday for Teachers
	11	Last day for Teachers - A.M.



SCHEDULE A

Salary Scale

1972-73

<u>Steps</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 20</u>
1	\$8175	\$8425	\$9150	\$9450
2	8575	8825	9650	9950
3	8975	9225	10,100	10,400
4	9475	9725	10,700	11,000
5	10,000	10,250	11,400	11,700
6	10,550	10,800	12,100	12,400
7	11,175	11,425	12,800	13,100
8	11,775	12,025	13,400	13,700
9	12,375	12,625	14,250	14,550
10	13,075	13,325	15,000	15,300
11	14,000	14,250	16,200	16,500

SCHEDULE A

Salary Scale

1973-74

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 20</u>
1	\$8250	\$8500	\$9225	\$9525
2	8675	8925	9825	10,125
3	9150	9400	10,250	10,550
4	9750	10,000	10,850	11,150
5	10,350	10,600	11,650	11,950
6	10,900	11,150	12,500	12,800
7	11,500	11,750	13,100	13,400
8	12,100	12,350	13,850	14,150
9	12,700	12,950	14,650	14,950
10	13,400	13,650	15,550	15,850
11	14,500	14,750	16,750	17,050

SCHEDULE B

Extra Pay for Extra Work

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

Vocal Music - High School	\$700*
Instrumental Music - High School	700*
Yearbook - High School	500*
Yearbook - Junior High	200*
Vocal Music - Junior High	350*
Instrumental Music - Junior High	350*
Chess Club - Junior and Senior High	100*
Debate - High School	350*
Forensics	300*
Senior High Department Heads	375*
Junior High Department Heads	275*
Co-Op Director	300*
Majorettes	300*
Student Council - High School (When applicable)	300*
Student Council - Junior High	200*
Future Teachers Club	200*
National Honor Society	200*
Senior Class	200*
Junior Class	200*
Ski Club (for 2)	200*
Plays - High School	100 per play*
Elementary Safety Patrol	100*
Elementary Service Squad	100*
Drama Club - Junior High	200*
Junior High Debate	200*
Materials Assistant	100*
Aquila	300*
Junior High - Industrial Arts	200*

Schedule B - Continued

Junior High - Language	200*
Art Activities - Elementary	150*
Art Shows - Secondary	100*
Music Programs - Elementary	150*

\*An additional \$50 for each cash item will be paid after completion of three consecutive years in the activity involved.

Video Tape Operator	\$15 per game
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Schedule B - Continued

Sports

All percentage figures are based on level one of the salary scale. His experience in each particular sport would indicate the particular step of level one which would apply.

Coach, Head, Varsity Football (when applicable)	12%
Coach, Varsity Asst. Football	8%
Coach, Head J.V. Football	7%
Coach, Asst. J.V. Football	6%
Coach, Head, Fresh. Football	7%
Coach, Asst. Fresh. Football	6%
Coach, Head, Jr. High Football	6%
Coach, Asst. Jr. High Football	5%
Coach, Varsity Basketball	12%
Coach, Varsity Asst. Basketball	8%
Coach, J.V. Basketball	7%
Coach, Fresh. Basketball	7%
Coach, Head Wrestling	10%
Coach, Head Swimming	10%
Coach, Asst. Swimming	7%
Coach, Head Baseball	10%
Coach, J.V. Baseball	7%
Coach, Fresh. Baseball	5%
Coach, Head Track	10%
Coach, Fresh. Track	5%
Coach, Asst. Track	7%
Coach, Jr. High Basketball	6%
Coach, Head, Jr. High Baseball	5%
Coach, Head Jr. High Track	5%
Coach, Asst. Jr. High Track	4%
Coach, Varsity Golf	5%
Coach, Bowling	5%

Schedule B - Continued (Sports)

G.A.A. - High School	10%
G.A.A. - Junior High	7%
Faculty Manager, High School	10%
Junior High Intramural	\$350
Tennis Coach	5%
Asst. Wrestling Coach	7%
Cross-Country	8%

The signee is obligated to work at all athletic events for the school year; receive assignment weekly from the Athletic Director, and failure to meet this obligation without being excused by the Athletic Director will result in \$10 per contest being withheld from his pay.

SCHEDULE C

Professional Grievance Report

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including advisory arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (Use reverse side for additional signature if more than one grievant)

DATE: \_\_\_\_\_

Principal's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

DATE: \_\_\_\_\_

Superintendent's Disposition:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

DATE: \_\_\_\_\_