

PROFESSIONAL AGREEMENT
BETWEEN THE
MADISON BOARD OF EDUCATION
AND THE
MADISON EDUCATION ASSOCIATION
LCEA, MEA, NEA

2003-2006

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AGREEMENT

This Agreement entered into this 31st day of July, 2003, 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 IRECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Public Act 336 of 1947, as amended, for all professional certified teaching personnel, including personnel on tenure and on probation, classroom teachers, full-time substitute employees, certified librarians/media specialists, special education teachers, driver education teachers and teachers of co-curricular programs that are employed by the Board, but excluding there from alternative learning center staff, extra-curricular and drivers education instructors not otherwise employed as teachers by the Board, the guidance director, athletic director, Coordinator of Special Education, Technology Coordinator, 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 in summer school programs shall be included within the above described bargaining unit but shall have only the following specific rights:

1. The Administration and faculty will meet and discuss the design and operation of summer school programs funded with Sect. 31a AND JTPA funds.
2. Association members interested in working in a summer school program will be given notice of the deadline to apply for available positions and will be given consideration for any positions for which (s)he applies.
3. The salary, fringe benefits, and working conditions will be established by the Board.
4. Summer school employees shall not acquire seniority in the bargaining unit for the days worked in the Summer School program.
5. Discipline, up to and including termination, of an Association member as a Summer School employee shall not be grievable.

C. It is agreed between the Madison Education Association and the Madison Board of Education that the person employed to work in the Alternative Learning Center will not accrue job rights, seniority, or any of the other benefits of the Professional Agreement between the Association and the Board of Education.

D. 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.

E. 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 Madison Education Association, LCEA, MEA, NEA that are not employees of the 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 foregoing.
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. Teachers will dress as professionals. Jeans will not be considered appropriate attire unless prior approval to wear jeans is obtained from the building principal.

Exclusions:

Art Instructor

Alpha-omega/field day

Field trips where jeans are more appropriate

Non student days

Spirit weeks will be decided on bi-annual basis

8. 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. (Public Employment Relations Act).
- 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.
- D. The Board agrees that all personnel file materials shall not be shown or released to third parties without the written consent of the employee or as required by law. The Board further agrees that, in the event a request is made by a third party for any such materials, the Board shall promptly notify the employee and the Association. The employee and the Association representatives will meet with the Board's designee(s) to review the Board's proposed response to the request. The Board will withhold granting the request to the extent permitted by law (ordinarily five business days after the receipt of the third party's written request for the information).
- E. The Board may consult with members of its faculty with regard to changes in curriculum.
- F. No teacher shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written reprimands, suspensions with or without pay, reduction in rank, compensation, discharges, or other actions of a disciplinary nature. With the consent of the teacher, the specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed. Those items specified in Article XII, A (Grievance Procedure) shall not be considered discipline.
- G. Representatives of the Association shall be released from regular duties without loss of salary up to four (4) 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. At least two (2) of the above days shall be used for the purpose of attending Association sponsored school improvement, curriculum and/or professional/instructional development, public relations meetings as deemed appropriate by the Superintendent after consultation with the Association President. No more than four (4) days per year shall be used by any one (1) teacher. The Association shall provide the Employer with a list by October 1st of each contract year of specified office holders.
- H. 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 the employee not later than thirty (30) days after the commencement of his/her 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 equal installments from each paycheck 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, by October 1st of each school year, and at least seven business days prior to the payroll in which the deductions are to begin, 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 employees hired during the second semester shall have their dues 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.

These amounts to be deducted shall be forwarded to the Association, provided that when a teacher objects to the appropriate amount of the representation service fee as herein specified, the amount of the deduction contested shall not be deducted by the employer until a determination as to the appropriate amount of the deduction has been determined, through Association policy and procedure. Once the determination has been made, the entire fee for the year shall be deducted from the remaining pays.

C. Any bargaining unit member 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, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained in sections E and F and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

D. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy (a copy of which shall be provided each non-union bargaining unit member by the Association), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

E. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7), shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing which shall be limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or authorized payroll deduction for same.

F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-union bargaining unit members along with other required information may not be available and transmitted to non-union bargaining unit members until mid-school year. Consequently, the parties agree that the procedures in this Article related to the payment or non-payment of the service fee by non-union bargaining unit members shall be activated thirty (30) calendar days following the Association's notification to non-union bargaining unit members of the amount of the fee. In such event it is agreed that the bargaining unit member remains obligated for the entire annual service fee.

G. A teacher shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such teachers following the end of each month which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.

H. In the event of any legal action brought against the Board in any court or administrative agency because of its compliance with this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy.

I. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any dollar amount for any reason associated with the provisions of this Article.

J. In the event that Section I. above should be held illegal by a court of last competent jurisdiction the Association agrees that no settlement nor compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.

Further, in such an event, the Board reserves the right to suspend the provisions of this Article until appropriate safeguards are renegotiated with the Association.

K. The Association shall provide to the payroll department a signed payroll deduction authorization for payroll deduction, pursuant to paragraphs A. and C. above. Until such authorization is on file with the payroll department, no deductions for dues or fees shall be made, except as provided in paragraph C. above. Upon receipt of the authorization, deductions for dues or fees or the mandatory deduction of the service fee shall be made until the employee's annual obligation is paid in full or revoked in writing, a copy of which shall be sent to the Association by the employee.

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

- MEA 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
- MEA/PAC (Michigan Education Association/Political Action Committee)
- And/or any additional institutions to which the Administration and Association agree

Tax sheltered annuity programs that are recognized by the district as of July 1, 2003, additional tax sheltered annuity programs that secure the participation of three or more teachers.

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 school day 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, during normal teaching hours, for 184 student attendance days. There will be five (5) teacher days for all members in addition to the student attendance days. The day preceding the first student attendance day shall be spent in a maximum of four and one half (4.5) hours of professional development and staff meetings, and from 12:30-3:30 in classroom preparation. The five (5) teacher staff days shall consist of the following:

- Two full days of staff development will be held prior to the start of the school year (one of which is detailed above).
- Following the last student day of the 1st semester teachers will complete their first semester records at a time and place of their choosing prior to the start of the 2nd semester.
- The Martin Luther King Holiday shall be a day of staff development
- The day following the final student attendance of the 2nd semester shall be a teacher record's day.

Additional professional development days required for probationary teachers under section 1526 will be the responsibility of the probationary teacher unless specifically defined in the individual development plan of the probationary teacher.

Providing there are no significant changes in the requirements for hours of student instruction or professional development from the effective date of this agreement the Board and the Association agree that no additional compensation will be provided beyond "Schedule A" for the student days identified above, hours of instruction, and/or professional development requirements placed on the Board to qualify for its full state aid. If there are significant changes the Board and the Association will meet and negotiate language to address those changes. Furthermore, the Board and Association will meet on an annual basis, if needed, in a good faith effort to determine how the additional hours of student instruction will be added to the schedule. The Board shall give significant consideration to the Association's position on the scheduling of those additional hours.

In any school year where a change in law or administrative rule alters the ability of the school district to count as a full day of student instruction (for state aid or other purposes) a day where there is a delay in the regular start time such as occurred in 1998-99 to accommodate professional development, teachers shall attend, without additional compensation, thirty-two hours of professional development sessions which shall be scheduled by the administration in consultation with the Association.

The contract year may be extended for all staff up to an additional four (4) days and paid at the teacher's per diem pay. The days shall be reflected on the calendar as negotiated.

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 may be assigned by the administration. However, with the exception of the Band Director, such extra curricular activity will not be assigned to the same teacher for a second year without the consent of that teacher.
- F. 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.
- G. Those legal holidays as recognized in the revised School Code 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 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 education 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. Teachers' parking spaces closest to the teachers' building entrance will be assigned to coaches first and then to remaining staff based on seniority.
 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, 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 copy rooms 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 forwarded to each member of the Association via e-mail. During the summer months a copy of vacancies will be sent to the Association President at the last address on file with the Board. Written interest in a vacant position must be filed with the administration within five (5) days after the posting of the position. Teacher seniority will be considered by the administration/Board when filling any vacancy. The filling of said vacancy must be educationally sound and remains solely at the discretion of the Board.
 - K. There shall be an elementary and a secondary School Improvement Team consisting of seven (7) members each. Teachers shall volunteer for the three (3) year terms, which shall be staggered.
 1. Selections will be made for next year's team at the last regular School Improvement Team meeting of the year. Teachers interested should notify the Chair of their team or the Superintendent at least one (1) week in advance of the meeting.
 2. Team members will be expected to attend at least one (1) summer meeting and one (1) meeting every other week during the school year. Any team member failing to attend the summer meeting or more than one meeting during the school year will have their Schedule B amount for this position prorated.
 - L. Unless directed otherwise by the building principal, a classroom teacher who is responsible for classroom discipline may remove a student from the classroom (when that student presents a discipline problem and the teacher's reasonable and appropriate efforts at maintaining proper classroom behavior have not been successful) and send that student to the building principal or assistant principal for further action, including potential discipline. A classroom teacher shall not have the authority to impose upon a student a disciplinary suspension from school.

ARTICLE VI

CLASS SIZE AND OTHER CONDITIONS

A. The School District will strive to regulate class size in the best interest of education. An additional \$1,000.00 shall be paid to a teacher with an elementary split class assignment. The practice of lower class sizes for splits and screening of students to be placed in the split class shall continue. For teachers who teach exclusively in grades 6-12, there will be a stipend of \$500 for teaching five (5) different classes, and a stipend of \$1,000 for teaching six (6) different classes. Classes that have different course titles and require different lesson plans will be considered different classes. Any class less than a semester will be considered a different class the first time the course is taught; each different class will have a stipend of \$125.00. Combined classes will not be considered as different classes, unless determined otherwise by the Board. Physical education and remedial classes will not receive any additional stipend, unless determined otherwise by the Board. Teachers of classes in grades 6 thru 8 with the same course title, taught to the same basic group of students for multiple years will not qualify for an additional stipend for those classes.

B. A copy of the Madison Board of Education Policy Manual shall be placed on the District's web site.

C. 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, professional development, and parent-teacher conferences. The Board shall strive to continue to provide a forty-five (45) minute duty free lunch period for elementary staff with a minimum of forty (40) minutes guaranteed. 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. Teachers' beginning and ending times will not change; however, the student day will be delayed by two (2) hours on sixteen (16) agreed upon Fridays for staff to participate in school improvement activities including but not limited to the following: curriculum, professional development, grade level, department level, school accreditation, faculty meetings and individual planning. Kindergarten teachers may choose not to attend these delayed start sessions, if the administration agrees they are not appropriate. The teacher must approach the administration at least two (2) weeks prior to the session to be excused from attending. This time period may be waived in extenuating circumstances. In the event a kindergarten teacher does attend a delayed start session, the teacher will be paid \$12.50 for additional planning time.

1. Parent-Teacher Conferences will be held on two days each semester. The schedule for those days will be as follows:

<u>Day One</u>	<u>Elementary</u>	<u>H.S./M.S.</u>
Dismissal	Normal Dismissal	Normal Dismissal
Conference Times	3:30 - 6:30 p.m.	3:30 - 6:00 p.m.
 <u>Day Two</u>		
Dismissal	11:30 a.m.	12:15 p.m.
Conference Times	1:00 - 6:00 p.m.	1:15 - 4:00 p.m. and 6:00 - 8:00 p.m.

On Friday the week of conferences, all students will be dismissed two (2) hours and thirty (30) minutes early, and the teachers will be allowed to leave after the students have left. The scheduling shall be flexible if the half day for students and teachers can be tied to a vacation period.

2. A committee of elementary teachers and any resource people shall meet to review and recommend an equitable distribution of planning time for elementary staff.

D. 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.

3. In recognition of the shortage of qualified special education instructors, and as a means of encouraging more stability in special education staffing, the Madison Education Association and the Madison Board of Education agree to the following: 1) Commencing with the first semester of the 2001-2002 school year special education teachers pursuing a Masters Degree in special education will be reimbursed for 50% of the tuition expense for all courses required for that degree. 2) Teachers not fully certified for their special education teaching position will successfully complete a minimum of six graduate credits per year toward fulfilling the certification requirements. 3) Any teacher agreeing to this reimbursement shall refund any such tuition reimbursement received if (s)he fails to teach special education for a minimum of six (6) years in the Madison School system commencing with the semester in which the reimbursement is initially received. 4) A teacher unable to fulfill the six (6) year teaching requirement due to their (a) death, (b) medical disability verified to the satisfaction of the Superintendent, or (c) involuntary transfer from a special education teaching position, will be ineligible for any additional reimbursement but will not be required to refund reimbursement previously received.

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. When the elementary school has a full instructional day and special subject teacher(s) cannot teach their special subject(s), a substitute will be provided, so that planning time for elementary teachers will not be lost. Teachers in grades 6 -12 will be provided one of the seven scheduled class periods for conference time. In the event the Board reorganizes buildings and/or grades and the 6th grade becomes part of the elementary, 6th grade planning time will be the same as grades 1-5.

- F. 1. The parties agree that the evaluation of student performance is the responsibility of the student's teacher, since such individuals have first hand knowledge of the student's skills, abilities and achievements. Therefore, the grade given to a pupil by a teacher may not be changed unless the teacher agrees to the change or a majority of a review panel approves the grade change. The review panel shall consist of two bargaining unit members selected by the Association, and two administrators selected by the Superintendent. In the case of a tie vote by the committee the Superintendent shall cast the deciding vote.
2. Only marking period, semester, or final grades may be appealed. Appeals must be made within 30 days after the grade was issued to the student. Either party may appeal the decision of the review panel to the Board of Education within 10 working days of the date they receive the decision of the panel.
- G. The identity and specific medical condition of each medically fragile student (identified as a student with hearing impairments, tracheotomy, colostomy, cystic fibrosis, spina bifida, asthma, renal failure, and/or diabetes) will be supplied to teachers, as allowed by law, who have instructional or other supervisory responsibilities for such student at the time that student is assigned to be instructed or supervised by the teacher(s), providing the condition is significant and the district is aware of the condition. Teachers assigned to work with such students will be provided with training and support to insure that the medical condition/needs of the student are known.

ARTICLE VII

LEAVES OF ABSENCE

- A. The parties recognize that students accrue a tangible educational benefit from consistency in the classroom. The regular presence of the teacher as the educational leader in the classroom affords students an increased opportunity to achieve the maximum educational value from the classroom experience. The parties encourage teachers to strive for maximum classroom presence, and acknowledge that sick days shall only be used for illnesses that significantly impact a teacher's abilities to perform his/her duties.
- B. A teacher shall not accumulate any benefits while on a leave, except that a teacher on leave for a period of two calendar months or less shall be placed on the salary schedule and accrue seniority as they would have been had they taught in the district during such period.
- C. Teachers will not be eligible for any Board paid benefits while on an unpaid leave except for the Family Medical Leave Act as stated in paragraph N. of this article. The Board at its discretion may grant benefits in extenuating circumstances.
- D. A teacher on leave shall not be exempt 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 leave.
- E. A teacher that does not return to teaching upon the expiration of a leave shall be deemed to have resigned unless mutually agreed upon by the Board and the teacher prior to the expiration date of the leave.

F. Teachers returning from a leave shall furnish medical evidence of their ability to perform their normal work assignments if their disability was part of the reason for the leave.

G. Teachers may make written application for an extension of a leave subject to the provisions of the initial request.

H. 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 a leave on the basis of each individual case. The reasonable right of the Board of Education will not be grievable.

I. Disability, Sick, and Personal Leaves -

Teachers will be granted twelve (12) leave days per year with pay. Up to four of the leave days may be used for personal business that cannot be conducted outside the normal school hours. Leave days shall not be used for shopping, hunting, fishing, or for other recreational and/or leisure activities, or seeking employment unless the teacher is being laid off. Requests for personal business days shall be made in writing to the Superintendent three (3) days in advance. Permission will be granted at the discretion of the Superintendent. Leave days may not be used the day before or after a holiday unless prior approval is obtained from the Superintendent.

Leave days may be used for personal illness or disability for the teacher, the teacher's child, spouse, parent, or an unmarried sibling that is dependent on the teacher for care. It is understood that use of leave days for illness 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. The Superintendent will provide the teacher with advanced written notice of intent to seek verification of the duration of the illness/disability and/or fitness to perform job responsibilities. The notice should contain the specific question(s) to be addressed. The teacher will give written authorization to his/her physician (with a copy to the Superintendent) to consult with the Superintendent within two (2) business days (which may be extended under extenuating circumstances) from receipt of the written notice. A teacher on leave must have his/her current address on file in the superintendent's office. In addition thereto, up to five (5) days of paid leave will be granted for deaths of a child, spouse, or parent, and up to three (3) days for any other member of the teacher's immediate family. 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 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. In addition thereto, one (1) leave day may be used for the death of a family member not in the immediate family. Upon request, additional leave day(s) may be granted, at the discretion of the administration. Unused leave days shall be allowed to accumulate from year to year up to ninety (90) days.

1. A physician's statement may be required of persons using leave days for illness. 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. An answering machine shall be provided for teachers to call and report their absence from work. Such calls shall be made no later than 6:00 a.m.; if an emergency with a teacher's child occurs, calls may be made until 6:45 a.m.. Failure to report by the above stated time, 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. At the close of each school year, if a teacher shall have more than ninety (90) accumulated unused leave days, the teacher shall be reimbursed at the current base rate of a substitute teacher's pay for each unused leave day in excess of ninety (90), up to a maximum of twelve (12) days.

4. 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 disability. The notification shall contain the projected dates of disability.

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

J. Military Leaves –

A leave 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.

K. Child Care Leave –

A child care leave may be available to teachers upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the child care leave, the teacher shall apply to the Board if he/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 child care leave renewable at the discretion of the Board.

5. Any child care leave granted will be without pay, however, the teacher, upon return from the leave, shall have all previous benefits of this Agreement restored to him/her,

L. Jury Duty/Subpoena –

Employees requested to appear for jury qualifications or service, and/or subpoenaed to be in court for school related business shall receive their pay from the employer for such time lost as a result of such an appearance or service less any compensation to 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.

M. Unpaid Leaves/Sabbatical

The Board of Education may grant an unpaid 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 an unpaid leave for exchange 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.

N. Family Medical Leave Act -

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. due to the birth of the employee's child in order to care for the child;
2. due to placement of a child with the employee for adoption or foster care;
3. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

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**LAY OFF PROCEDURE**

A. In the event it becomes necessary to lay off teachers within the bargaining unit, such lay off 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. "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.

3. "Qualifications" shall be defined as meeting State Department of Education certification and Federal NCLB "Highly Qualified" standards.

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

5. "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.
6. "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. A laid off probationary teacher shall have a right of recall from the time of layoff until October 15th of the second school year following the effective date of the layoff, e.g. - a teacher laid off during the 2002-03 school year or during the summer following that school year shall have recall rights until October 15, 2004. A laid off tenure teacher shall have a right of recall for three (3) years after the effective date of layoff. However, if a tenure teacher is under contract to another Michigan school district at the time of recall, the teacher may decline the offer of recall without forfeiting his/her right of recall during the three (3) year period.
- 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 more 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 professional development as requested by their building principal.

ARTICLE XI**MENTOR TEACHER**

- A. The Board and the Association recognize the importance and value of assisting with the development of newly employed teachers.
- B. Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code.
- C. Probationary teachers in their first three years of teaching shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. The Mentor shall not be involved in the formal evaluation of the Mentee.
- D. Participation as a Mentor Teacher is voluntary.
- E. The administration shall confer individually with all candidate mentor teachers. The administration, after selection of the Mentor, shall have a meeting with the Mentor and Mentee to discuss the Mentor/Mentee relationship.
- F. The Mentor Teacher assignment shall be subject to review by the Mentor and the Mentee after each semester. If either the Mentor or the Mentee desire to terminate the relationship a new Mentor shall be selected.
- G. A Mentor shall have a minimum of one hour of contact with the Mentee every other week during the school year and, upon the submittal of a log verifying this contact, shall receive a total of three days pay at the enhanced substitute teacher rate per school year for being a Mentor Teacher for each Mentee. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three years of teaching.

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 or failure to re-employ any probationary teacher.
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. 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. During the summer recess the term "days" shall mean business days Monday through Friday.

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 each 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 to the superintendent's secretary 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 filed 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 a 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 thereon, may designate one or more of its members to hold future hearings thereon 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. The arbitrator will be selected in accordance with the rules of the American Arbitration Association.

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 at level four if it pertains to the original defense. 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. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator 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. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 - e. The arbitrator shall not have the power to interpret the law.
 5. After a case on 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 course(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.

B. Courses that are conducted completely on line and do not involve direct contact between the instructor and the student must, at a minimum, meet the following criteria to the satisfaction of the Superintendent to be used for lateral transfer on the salary schedule:

1. The professor shall have at least a Master's Degree.
2. There shall be a major paper, or equivalent short projects, PowerPoint presentations, etc.
3. There should be documented assessment of student achievement (report card-pass/fail).
4. Examinations (papers, demonstrations of competency, PowerPoint presentations, etc.) shall take place in a manner that insures firm student identification.
5. The teacher shall verify that he/she has personally completed the course requirements.
6. If the Superintendent determines a proposed course does not meet the above criteria his/her decision may be appealed to a committee to be comprised of two (2) individuals selected by the Administration/Board and two (2) members selected by the Association.

C. 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.

D. The Superintendent may, in his/her sole discretion, grant up to seven (7) years of teaching experience to new hires.

E. In grades 6-12, teachers may teach an additional class providing approval is granted by the Board. Reimbursement will be 1/7th of the B.A. base pay, if the school operates on a seven (7) period day. Reimbursement will be 1/6th of the B.A. base pay, if the school operates on a six (6) period day. Additional class assignments can be made each year at the discretion of the Board. Teachers shall lose this additional compensation if the additional class is deleted from his/her schedule at any time.

ARTICLE XIV

REMUNERATION

A. The Board shall provide without cost to the teacher the following MESSA PAK for a full twelve (12) month period for the teacher and his/her eligible dependents:

Plan A -

Health	MESSA Super Care I Revised \$100/200 ded XVA2 \$5/10.00 Rx
Long Term Disability	66 ² / ₃ of Max Eligible Salary \$3,000 Max 90 calendar day modified fill Cola- Yes Alcohol/Drug Same as Illness Mental/Nervous Same as Illness 5% Minimum payout Pre-existing Limits waived Family Social Security Offset No Survivor Income Freeze on Offsets No Educational Supplement 2 Year Own Occupation
Dental: Annual Max:	80/80/80 \$1,000.00 Class I, II 80: \$1,000.00 Class IV Lifetime Max. Two Cleanings Per Year Sealants- No No Adult Orthod.
Life Volume w/AD&D	\$10,000.00
Vision	VSP - 1

Plan B -

Long Term Disability	Same as PLAN A above
Dental	Same as PLAN A above
Negotiated Life	\$10,000 AD & D
Vision	VSP - 1

Each bargaining unit member must elect to be covered by either *PLAN A* or *PLAN B* as specified above.

The Board and the Association recognize the need to control the rising costs of insurance. Therefore, it is understood, that the Board shall provide the above MESSA Super Care 1 PAK for the duration of this agreement. If, in the second and third year of this agreement, the Board can provide the same level of coverage or better, in the areas of Long Term Disability (L-T-D) Vision and Dental (while maintaining MESSA Super Care 1 for Health), at a lower cost than that of the PAK, then the Board shall have the right to change insurance company(ies) for L-T-D, Vision and Dental. Starting in 2004-05 the employee shall be responsible for any annual increase in the Health rate above 11% (\$917.47) and in 2005-06 the employee shall be responsible for any annual increase in the Health rate above 12% (\$1,027.57) for PAK health rates and for Non-Pak health rates in 2004-05, 11% -for single (\$453.21), two-person (\$1,015.93) and full family (\$1,128.73). In 2005-06 for Non-Pak health rates, 12% for single (\$507.60), two-person (\$1,137.84) and full family (\$1,264.18). The Association shall be notified, in a timely manner, if the Administration ask for bids for L-T-D, Vision and Dental.

Any premiums above the Board paid maximum premiums, at the discretion of the Board, will be borne by the employee. If the premiums rise above the Board paid limits the administration will advise and assist employees in the proper use of the school administered Section 125 programs or other pre-tax instrument(s).

The Madison Board of Education will adopt and maintain a qualified salary reduction cafeteria plan (the "plan") pursuant to Section 125 of the Internal Revenue Code (the "Code"). The plan will allow bargaining unit members to make elections among certain taxable and non-taxable benefits. The specific benefits will be, as follows.

Waiver of health coverage

The teachers will be allowed to waive the health insurance coverage provided by the Board (Plan A), and in lieu of receiving health insurance coverage will receive a cash stipend of three-hundred dollars (\$300.00) per month.

If a member opts to not avail himself/herself and his/her dependents of Board provided health insurance coverage he/she shall be compensated by the Board with a contribution towards MESSA options, cash, or any other IRS approved contribution.

The plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by a teacher to defer such amounts into a Code Section 403(b) annuity shall be made by the teacher individually outside of the plan, and in accordance with the rules under Code Section 403(b).

Life Insurance Premium Conversion

Teachers who pay a portion of their life insurance premium will be able to enter into a salary reduction agreement under the plan and pay the required amounts with pre-tax dollars.

Medical Expense Reimbursement Plan

Teachers will be able to enter into a salary reduction agreement and to reduce their salaries up to \$2,500.00 per year, which amount will fund an account in the plan that may be used to pay claims for eligible medical expenses on a pre-tax basis. The eligibility of expenses for reimbursement will be determined under rules consistent with the Code and treasury regulations issued under the Code.

Dependent Care Assistance Plan

Teachers will be able to enter into a salary reduction agreement and to reduce their salaries up to \$5,000.00 per year, which amount will fund an account in the plan that may be used to pay claims for eligible dependent care expenses on a pre-tax basis. The eligibility of expenses for reimbursement will be determined under rules consistent with the Code and treasury regulations issued under the Code.

Claims Procedure

The teacher may make a formal written claim for benefits to the plan administrator explaining in detail the reasons for the claim. Within 30 days from the receipt of the claim, the plan administrator must by writing a response, inform the member of a decision to allow or disallow in whole or in part, such claim for benefits attaching the detailed reason(s) for such decision and the rules for requesting a review.

In a special case, the plan administrator may take up to an additional 30 days to decide; provided notice is given to the teacher explaining why more time is needed.

In the event the plan administrator's decision is to disallow, in whole or in part the teacher's claim for benefits, the teacher has the right, within 30 days from the receipt of the plan administrator's decision, to request a review of such decision. As part of the review, the teacher must be allowed to see all plan documents and other papers that affect his/her claim, and must be allowed to have a representative present at the review. If a claim is denied because the plan administrator needs more information to make a decision, the plan administrator must notify the teacher of the additional information needed.

Within 30 days after the request for review is filed with the plan administrator, the review must be conducted and a decision rendered. The review must be conducted by the plan administrator or any other person or persons designated by the district, and such reviewing person(s) has the authority to make a final decision on the claim. In a special case, the person(s) conducting the review may take up to an additional 30 days to render a decision; provided that notice is given to the member why more time is needed.

The person(s) reviewing claims will be selected by the Association and the district. The person(s) will have a strong background in IRS regulations.

Upon mutual agreement by the Association and the district, timelines may be extended.

Enrollment Period

Enrollment period for the plan will be by September 1st, annually.

Claim Payment Schedule

Claims will be paid bi-weekly, but no less than once a month.

Unused Reimbursement

Unused reimbursement amounts will be used to defray the cost of the administration fee of the plan. Any unused reimbursement amounts remaining will be contributed to the Madison Schools scholarship fund.

Limitation of Rights

In the event the district fails to obtain coverage for any member or dependent under the medical plan, the disability plan, or life insurance plan, the district will be liable for the premium cost that it would have paid for the months that such coverage would have been in force. The district will notify and resolve any benefit loss to the teacher to the plan administrator for any insurance coverage not provided by MESSA (that would have been received had the coverage been in force.)

Miscellaneous

The Cafeteria Plan may only be changed by mutual agreement with the Association and the district. The district may make changes pursuant to the Code, treasury regulations, tax laws and tax regulations. The district will notify the Association when necessary changes are mandated.

A teacher employed full time by the Madison School system, for fifteen (15) or more years, will be paid a termination stipend at the end of the school year upon submitting a written resignation by March 1st of said school year. In the event a teacher resigns between March 1st and July 1st because of doctor substantiated medical reasons, said teacher will receive the termination stipend. The amount of the stipend will be the current base rate of a substitute teacher's pay at the time said teacher leaves the Madison School system times two thirds (2/3) the unused sick leave days the teacher has accumulated; limited to a maximum of ninety (90) days.

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 principle 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.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 25th day of August, 2003, and shall continue in effect for three (3) years until the 25th day of August, 2006, 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

Appendix A**Madison Retirement Incentive for Members
With Less Than Thirty (30) Years of Service**

- A. The offer of this retirement supplement stipend is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and relinquish all tenure rights at this time and receive benefits from the Michigan Public School Employees Retirement System pursuant to the provisions of the Michigan Public School Employees Retirement Act of 1979 MCL 38.1301 et. seq. The offer of this retirement supplement stipend is limited to those employees who elect to voluntarily retire effective at the conclusion of the school year and who comply with the eligibility requirements as set forth herein.
- B. To be eligible to receive the retirement supplement stipend the employee must: 1.) be presently on at least the 11th step of the salary schedule, 2.) be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System commencing at the conclusion of the school year, 3.) no later than the end of the first semester, submit to the Superintendent of Schools an application and a written resignation for the purpose of retirement effective at the conclusion of the school year, 4.) must execute an *acknowledgment and release* acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement supplement stipend as additional consideration for retirement at this time and fully releasing the school district, its Board of Education, the Association, and their agents, officials and employees from any and all claims, demands, and/or causes of action which he/she has or may have pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement supplement stipend. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from payment of the retirement supplemental stipend. A copy of the acknowledgment and release (Appendix B) is incorporated herein by reference.
- C. The notice as specified in B. (3.) shall be contingent upon meeting the eligibility requirements of the MPSERS with the purchase of the universal buy-in credit. Proper application to purchase the universal buy-in credit shall be made by the employee to MPSERS in a timely manner. Payment by the employee and the Board shall be received by MPSERS no later than June 15, to ensure proper credit.

- D. As indicated below, the Board shall contribute the cost needed to purchase up to five (5) years of universal buy-in retirement credit in the MPSERS so long as the total of the individual employee's credit in MPSERS (earned years plus universal buy-in years purchased under this plan) does not exceed a maximum of thirty (30) years of service credit, as defined in Section 81 of 1980 PA 300, as amended. Contributions shall be as follows:

<u># of Years of Service</u>	<u># of Years to be Purchased</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
25	5	5	0
26	4	4	0
27	3	3	0
28	2	2	0
29	1	1	0

- E. The amount of funds provided by the district to the participant or MPSERS under this plan will be limited to the net actuarial cost each year of universal buy-in retirement credit purchased. If the employee purchased any or all of the retirement credit needed at an earlier date, the Board's payment for the credit already purchased will be based on the employee's cost at the time of purchase.

Appendix B

**Acknowledgment and Release
Retirement Supplement Stipend**

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System and receive the retirement supplement stipend of _____ Dollars (\$ _____) from the school district as additional consideration for my retirement at this time. Thus, I hereby release the Madison School District, its Board of Education, the Association and their agents, officials and employees from any and all claims, demands and/or causes of action I have or may have under the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had a reasonable opportunity to consider my decision to retire for at least forty five (45) days and that I have been advised in writing to consult with legal counsel and have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. I acknowledge that I received a list of job titles and ages of individuals eligible for the Madison Retirement Incentive. I understand I have seven (7) days after execution of this release to revoke my agreement to retire. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.

Witness

Witness

Date

**Madison School District
Salary Schedule
2003-2004**

STEP	BA	BA + 15	MA/ BA/BS + 30	MA + 15	MA + 30
0	34,982	36,317	37,672	38,938	40,210
1	36,276	37,661	39,066	40,379	41,698
2	37,619	39,054	40,511	41,873	43,241
3	39,010	40,499	42,010	43,422	44,841
4	40,454	41,997	43,564	45,029	46,501
5	41,951	43,552	45,176	46,695	48,221
6		45,163	46,848	48,422	50,005
7		46,833	48,581	50,214	51,855
8		48,567	50,378	52,072	53,774
9		50,364	52,242	53,998	55,763
10		52,227	54,176	55,997	57,827
11		54,160	56,181	58,068	59,966
16		56,163	58,259	60,217	62,185
21		57,563	59,659	61,617	63,585
26		58,963	61,059	63,017	64,985

**Madison School District
Salary Schedule
2004-2005**

STEP	BA	BA + 15	MA/ BA/BS + 30	MA + 15	MA + 30
0	35,944	37,316	38,708	40,009	41,316
1	37,273	38,697	40,140	41,489	42,845
2	38,653	40,128	41,625	43,024	44,430
3	40,083	41,613	43,166	44,616	46,074
4	41,566	43,152	44,762	46,267	47,779
5	43,104	44,749	46,418	47,979	49,547
6		46,405	48,136	49,754	51,380
7		48,121	49,917	51,595	53,281
8		49,902	51,764	53,504	55,253
9		51,749	53,679	55,483	57,297
10		53,663	55,666	57,537	59,417
11		55,649	57,726	59,665	61,615
16		57,708	59,861	61,873	63,895
21		59,108	61,261	63,273	65,295
26		60,508	62,661	64,673	66,695

**Madison School District
Salary Schedule
2005-2006**

STEP	BA	BA + 15	MA/ BA/BS + 30	MA + 15	MA + 30
0	36,933	38,342	39,773	41,109	42,452
1	38,298	39,761	41,244	42,630	44,023
2	39,716	41,232	42,770	44,207	45,652
3	41,185	42,757	44,353	45,843	47,341
4	42,709	44,339	45,993	47,540	49,093
5	44,290	45,980	47,695	49,298	50,909
6		47,681	49,460	51,122	52,793
7		49,445	51,290	53,014	54,746
8		51,275	53,187	54,975	56,772
9		53,172	55,155	57,009	58,873
10		55,139	57,197	59,119	61,051
11		57,179	59,313	61,306	63,309
16		59,295	61,508	63,574	65,653
21		60,695	62,908	64,974	67,053
26		62,095	64,308	66,374	68,453

**Madison School District
Schedule B**

	2003-04	2004-05	2005-06
Band Director	3,837	3,942	4,051
Play Director	1,051	1,080	1,110
High School Class Advisor (4)	1,334	1,370	1,408
Middle School Class Advisor (2)	332	341	350
H.S. Student Council Advisor	1,334	1,370	1,408
M.S. Student Council Advisor	774	795	817
Elem. Student Council Advisor	380	391	401
School Improvement Team (7 per team)	760	781	803
National Honor Society	324	333	342
H.S. Cheerleading Advisor	2,000	2,055	2,112
M.S. Cheerleading Advisor	697	716	735
Yearbook**	2,458	2,525	2,595
Driver's Education (per hour)	17.40	17.87	18.37
Elementary/M.S. Play (per hour)***	17.40	17.87	18.37

** The above Yearbook stipend is the amount to be paid when the position is extra curricular and not a class. If Yearbook is a class and no additional release time is provided to the instructor, the instructor shall receive a \$530.00 stipend.

*** Elementary and Middle School play directors shall be paid the above rate for hours outside the normal school day.

Teachers directing after school clubs approved by the administration shall be compensated on a pro rated formula of \$20.00 per student for 25 hours of contact time up to a maximum of \$500.00 per semester.

Schedule B

	2003-04	2004-05	2005-06
FOOTBALL --			
HEAD VARSITY*	4,651	4,779	4,911
HEAD VARSITY ASSISTANT	3,000	3,083	3,167
VARSITY ASSISTANT	2,635	2,707	2,781
JUNIOR VARSITY (2)	2,635	2,707	2,781
MIDDLE SCHOOL (2)	1,985	2,040	2,096
STRENGTH COACH	1,985	2,040	2,096
GOLF --			
	1,985	2,040	2,096
BASKETBALL --			
HEAD VARSITY*	4,651	4,779	4,911
ASSISTANT COACH	993	1,020	1,048
JUNIOR VARSITY	2,635	2,707	2,781
FRESHMAN	2,215	2,276	2,339
MIDDLE SCHOOL (2)	1,985	2,040	2,096
ELEMENTARY (2)	1,221	1,254	1,289
WRESTLING --			
HEAD VARSITY*	4,651	4,779	4,911
VARSITY ASSISTANT	2,635	2,707	2,781
MIDDLE SCHOOL	1,985	2,040	2,096
VOLLEYBALL --			
HEAD VARSITY*	4,651	4,779	4,911
JUNIOR VARSITY	2,635	2,707	2,781
MIDDLE SCHOOL (2)	1,985	2,040	2,096
BASEBALL & SOFTBALL --			
HEAD VARSITY	2,800	2,877	2,956
JUNIOR VARSITY	1,590	1,633	1,678
TRACK --			
HEAD VARSITY	2,800	2,877	2,956
VARSITY ASSISTANT	1,800	1,850	1,900
MIDDLE SCHOOL	1,800	1,850	1,900

When coaching 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	High School 3% per year	Elem./M.S. 2% per year
7 thru 10 years of experience – additional	4% per year	3% per year
11 and 12 years of experience – additional	4.5% per year	3.5% per year

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.

**2003-04
SCHOOL CALENDAR**

Mon. & Tues.	August 18 & 19, 2003	In-Service Days
Wednesday	August 20, 2003	First Day of School for Students
Fri. & Mon.	August 29 – September 1, 2003	Labor Day Weekend – NO SCHOOL
Friday,	October 17, 2003	End of 1 st Nine Week Marking Period
Tuesday,	October 28, 2003	Parent-Teacher Conferences (DK-12) Full Day DK-12
Wednesday,	October 29, 2003	Parent-Teacher Conferences (DK-12) Early Dismissal DK-12
Wednesday,	November 26, 2003	Early Dismissal
Thursday,	November 27, 2003	Thanksgiving Vacation – NO SCHOOL
Friday,	November 28, 2003	Thanksgiving Vacation – NO SCHOOL
Thursday,	December 18, 2003	Semester Exams (HS/MS)
Friday,	December 19, 2003	Semester Exams (HS/MS) Last Day of School Before Christmas Break
Monday,	January 5, 2004	First Day of Second Semester
Monday,	January 19, 2004	Teacher In-Service Day – NO SCHOOL
Wednesday,	February 11, 2004	Early Dismissal 6-12 (Except Vo-Tech & CAP)
Friday,	February 20, 2004	Mid-Winter Break – NO SCHOOL
Friday,	March 12, 2004	End of 3 rd Nine Week Marking Period
Tuesday,	March 16, 2004	Parent-Teacher Conferences (DK-5) Full Day of Classes
Wednesday,	March 17, 2004	Parent-Teacher Conferences (DK-5) Early Dismissal (DK-5)
Friday,	April 2, 2004	Last Day of School Before Spring Break
Tuesday,	April 13, 2004	School Resumes From Spring Break
Tuesday,	May 18, 2004	Honors Night
Sunday,	May 30, 2004	Graduation
Monday,	May 31, 2004	Memorial Day – NO SCHOOL
Wednesday,	June 2, 2004	Semester Exams (HS/MS) (Elementary Dismissal Time To Be Determined)
Thursday,	June 3, 2004	Semester Exams (HS/MS) (Elementary Dismissal Time To Be Determined)
Friday,	June 4, 2004	Teacher Record Day – NO SCHOOL

SCHOOL CALENDARS

	<u>2004-05</u>	<u>2005-06</u>
Teacher In-Service Days	Aug 18 & 19	Aug 17 & 18
First Day of School For Students	Aug 23	Aug 22
Labor Day – No School	Sept 3 & 6	Sept 2 & 5
Thanksgiving Vacation	Nov 25 & 26	Nov 24 & 25
Last Day of School Before Christmas Break End of First Semester	Dec 21	Dec 20
School Resumes From Christmas Break	Jan 3	Jan 3
Staff In-service	Jan 17	Jan 16
Mid Winter Break – No School	Feb 18	Feb 17
Last Day of School Before Spring Break	Mar 24	Mar 31
School Resumes From Spring Break	April 4	April 10
Good Friday – No School		April 14
Graduation	May 29	May 28
Memorial Day – No School	May 30	May 29
Last Day of Class	June 3	June 5
Teachers' Records Day	June 6	June 6

(The end of the school year will be extended if there are more than two "Act of God" days.)