

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

**2019-2023**

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## AGREEMENT

This Agreement is entered into this 1st day of July, 2019, by and between the Board of Education of Madison School District, Adrian, Michigan, hereinafter called the Board, and the Hillsdale Lenawee County Education Association (HLCEA), Madison Education Association, MEA/NEA, hereinafter called the Association.

### **ARTICLE 1** **RECOGNITION**

- A. The term "teacher" when used hereinafter in this Agreement, refers to all professional employees within the bargaining unit described in Article I, paragraph B and conditioned by paragraph C whose employment is regulated by the Michigan Teachers' Tenure Act.
  
- B. 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, counselors, certified librarians/media specialists, special education teachers, and teachers of co-curricular programs that are employed by the Board, but excluding therefrom 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, substitute teachers, and all other employees.
  
- C. 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 funds.
  - 2. Teachers 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 he/she 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 a teacher as a summer school employee shall not be grievable.
  
- D. It is expressly understood that benefits granted to the Hillsdale Lenawee County Education Association, MEA/NEA under this Agreement shall be accorded to only those employees of the Madison School District, which are recognized as being included in the bargaining unit as described in Article I, paragraph B and conditioned by paragraph C, and shall not benefit any other members of the Madison Education Association, HLCEA, MEA, NEA that are not employees of the District.

**ARTICLE 2**  
**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, discharge employees, transfer employees, and determine the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
  5. Determine the qualifications of its employees.
  6. Determine the policy affecting the selection of employees.
  7. The Board shall continue to have the right to establish, modify or change any condition except those covered by the specific provisions of this Agreement.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings or other facilities.
- C. The Board reserves unto itself the right to determine the District's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- D. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.
- E. The listing of specific Board rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- F. The rights of the Board shall not be exercised in violation of this Agreement.

**ARTICLE 3**  
**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 Michigan's P.E.R.A. (Public Employment Relations Act).
- B. 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.
- C. 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).
- D. The Board may consult with members of its faculty with regard to changes in curriculum.
- E. 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 or 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, collectively not to exceed 12 days total. The Association shall provide the Employer with a list by October 1<sup>st</sup> of each Contract year of specified office holders.
- F. 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 at the request of the District in any grievance negotiation and/or discussion, shall be released from regular duties without loss of salary.
- G. The Board will promptly notify (i.e. two weeks) the President of the Association when a new teacher is hired or any current teacher changes their status of employment (i.e. layoff, recall, termination, leave, etc.)
- H. The Board agrees to deduct from the teacher's salary and make appropriate remittance for the following:

MEA Insurance and MEA Financial Services

Lenco Ed Credit Union

T.L.C. Community Credit Union

United Way Fund

Lenawee Cares Fund

Health Savings Account (HSA), consistent with the Section 125 plan described in Article XII of this Agreement

And/or any additional institutions to which the Administration and Association agree. Tax deferred annuity programs that are recognized by the District as of July 1, 2010, and additional tax deferred annuity programs that secure the participation of three or more teachers.

**ARTICLE 4**  
**PROFESSIONAL RESPONSIBILITIES**  
**INCLUDING TEACHING HOURS AND CLASS LOADS**

- A. Except as prohibited by law, the calendar shall be a negotiable item and shall be worked out on a yearly basis.
- B. Teachers must meet all applicable State of Michigan certification and licensing requirements.
- C. Teachers will dress appropriately as professionals. Jeans will not be considered appropriate attire unless prior approval to wear jeans is obtained from the building principal.  
Exclusions:

Art Instructor hired on or prior to July 1, 2015  
Field day  
Field trips where jeans are more appropriate  
Non-student days  
Spirit weeks

- D. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours, for 180 student attendance days. There will be a maximum of five (5) teacher days for all teachers in addition to the 180 student attendance days. Days shall be reflected on the calendar as negotiated. The five (5) teacher staff days shall consist of the following:
- One of the bargained calendar days preceding the first student attendance day shall be spent in a maximum of three and one half (3.5) hours of professional development and/or staff meetings, and from 12:30-3:30 in classroom preparation.
  - Two days (2) of professional development according to the agreed upon school calendar will be held before the first student attendance day.
  - A full day of professional development will be held in the first trimester.
  - A full day of professional development will be held on Martin Luther King, Jr. Day.
  - Teachers who perform instructional services for more than 180 student attendance days will be compensated by the Board at the per diem rate established in this Agreement.

Early student dismissals shall be held at the end of each trimester as outlined on the school calendar that is part of this Agreement:

- At the end of each trimester, there shall be three (3) middle school and high school exam days with dismissal at 11:00 (MS/HS) each day at the end of each trimester.

- There shall be three (3) elementary early-release days for elementary records with dismissal at 12:00 at the end of the first and third trimesters, and two (2) at the end of the second trimester.
- On the seven (7) records days per school year that are common to all three buildings, teachers shall have the option to complete grades on or off school campus. Teachers who choose to leave campus to complete records shall have on file a phone number at which the teacher may be reached. A copy of each exam being administered shall be turned in to the building principal prior to the scheduled assessment. This assessment shall be administered during the scheduled exam period, unless otherwise approved by the building principal.

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 a teacher's base compensation 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, provided however that, teachers who perform instructional services for more than 180 student attendance days will be compensated by the Board at the per diem rate established in this Agreement. 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 the event that a school closing occurs prior to the normal staff reporting time on a previously scheduled early release professional development day staff shall not report and the professional development shall be rescheduled on a subsequent day of student instruction already on the school calendar through a joint decision of the Association and the Administration. In the event that a school closing occurs after the normal staff reporting time on a previously scheduled professional development day, staff shall stay for the professional development activity unless the conditions causing the closing continues to deteriorate and the Administration determines that it is appropriate to release the staff.

- E. Per diem pay will be calculated by dividing the teacher's contractual salary less extra-curricular pay by total session and workdays as scheduled on the finalized school calendar.
- F. Teachers neglecting to report their absence will lose pay equal to time of their unauthorized absence.
- G. A teacher shall be released from regular duties without loss of salary to attend subject area conferences approved by the Superintendent.
- H. 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.
- I. 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 teacher who performs instructional services for more

than 180 student attendance days will be compensated by the Board at the per diem rate established in this Agreement. 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. Notwithstanding any such occurrences, there will be a minimum of one hundred seventy-six (176) days of student instruction held but no days will be made up until after four (4) full student days of instruction have been cancelled. Instructional time lost to delays caused by inclement weather shall be rescheduled as necessary to qualify for full State funding.

- J. 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.
- K. The Board recognizes that appropriate text, library reference materials, maps, globes, laboratory equipment, audiovisual 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 Board agrees to keep the schools reasonably equipped and maintained. The Superintendent will provide leadership and make recommendations for facilities, equipment, and materials to the Board of Education as needed.
  - 1. Parking facilities shall be made available to teachers and maintained for their use.
  - 2. The Board of Education shall provide a faculty lounge for all teachers with the requested facilities mutually agreed upon by the Board and the Association.
- L. The School District shall furnish without charge two (2) shop or lab coats for art teachers, and science teachers.
- M. There shall be middle school, and high school School Improvement Teams consisting of five (5) members each, an elementary team of six (6) members, and a District team of three (3) members. Teachers may volunteer for three (3) year staggered terms.
  - 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 their Building Principal at least one (1) week in advance of the meeting.
  - 2. Building team members will be expected to attend at least one (1) summer meeting and one (1) meeting every other week during the school year. District team members will attend approximately four meetings per 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.
- N. 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, which is in violation of the student code of conduct and/or school handbook 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 5**  
**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 nondiscriminatory 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 per trimester if, for any trimester the teacher is assigned a teaching schedule that includes four different classes, and an additional \$1500 per trimester, for any trimester the teacher is assigned a teaching schedule that includes five different classes. No teacher will be assigned to teach more than four different classes per trimester without their consent. Classes that have different course titles and require different lesson plans will be considered different classes. Combined classes will not be considered as different classes, unless determined otherwise by the Board. Physical education, band/music, and special education, and remedial classes will not receive any additional stipend, unless determined otherwise by the Board.
- B. A copy of the Madison Board of Education Policy Manual shall be placed on the District's web site.
- C. Full time 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, on two (2) days, as designated in the calendar, high school students will be dismissed at 11:00, middle school students at 11:00, and elementary students at 12:00. Professional development on early dismissal days will be three hours in length and will end no later than 2:45 (HS/MS) and 3:30 (Elem).

Parent-Teacher Conferences will be held on one day each of the first two trimesters. The schedule will be as follows:

	<u>Elementary</u>	<u>M.S.</u>	<u>HS</u>
Dismissal	12:00	11:00	11:00
Conference Times	12:30 - 7:00	12:00 - 7:00	12:00 - 7:00

During the third trimester, HS/MS teachers will make contact with parents of students whose academic performance is below 70% via email, telephone, or a signed grade sheet.

Students will be dismissed at 11:00 (HS/MS) and 12:00 (Elem) on the last student attendance day before Thanksgiving and spring break, and the teachers, per comp time due to conferences, will be allowed to leave after the students have left.

- D. Special Education
  - 1. The Board acknowledges its obligation to have a pupil-teacher ratio not to exceed

State regulations with ISD waivers.

2. Special education teachers shall have released time equivalent to that of classroom teachers in their respective buildings.
  3. Adult supervision for students will be provided for teachers who are required to attend IEP meetings held during class time.
- E. All teachers in elementary grades Y5 – 5 will be provided with plan 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 scheduled academic class periods for plan time. To the extent possible, teaching schedules will be developed to promote collaborative planning. Departmental and grade level teams will work with the building principals to develop team meeting agendas that focus on best practices, instructional strategies, curriculum development and school improvement initiatives. Teachers will participate in collaborative team meetings on a schedule approved by the building principal. Building administration shall strive to schedule no more than sixteen (16) organizational meetings (Faculty, Grade level, Content Team, Data meetings) per year. Furthermore, administration shall strive for meetings not to exceed 45 minutes per session. Dates of the meetings are to be approved by the building principal and meetings that fall during instructional or professional development time will not count towards the 16 meetings. Grade level, Content Team, and Data meetings that occur during collaborative plan time may count towards the 16. No meetings should be scheduled on afternoons of exam/records days or during comp. time unless agreed upon by both parties. 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 Y5 – 5. Assistance will be provided for a certified librarian/media specialist assigned exclusively to the 6-12 level for a minimum of the same amount of time as any other 6-12 grade teacher receives for weekly planning time as mutually scheduled by the librarian/media specialist and the principal. It is recognized that on a partial student day some or all of the conference time may not be provided. However, the Administration will work with the Association to adjust the schedule of classes in the elementary, middle, and high schools on student days so as to balance the annual loss of teacher planning time.
- 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/trimester, 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 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. A teacher who has ongoing instructional or other supervisory responsibilities for such medically fragile students with medical needs that require special medical care will not be required to personally perform regular medical procedures or be personally responsible for regularly administering medication to such students. However, teachers shall be responsible for making certain that such medical procedures and medication is provided. In addition, teachers shall promptly act to appropriately address any medical emergency of such students and all other students, such as, but not limited to, allergic reactions.

- H. After discussion with their building principal, and as directed by their building principal, teachers shall post grades to an Internet based parent communication system, such as the Home Access Center (HAC).
- I. At the end of first and second trimesters, grades shall be submitted at the conclusion of the first school day during which the teacher has a planning period after the end of the trimester.

## **ARTICLE 6**

### **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 an unpaid leave, except that a teacher on a paid leave for any length of time that a teacher uses his/her accumulated leave days, or unpaid leave under the Family and Medical Leave Act for a period of sixty (60) work days or less shall receive salary and seniority credit as he/she would have had if he/she had 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 Section M. of this Article. The Board at its discretion may grant benefits in extenuating circumstances.
- D. 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.
- E. 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.
- F. Teachers may make written application for an extension of a leave subject to the provisions of the initial request.
- G. 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.

- H. Disability, Sick, and Necessary Business 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 other than District employment, shopping, hunting, fishing, or for other social, recreational and/or leisure activities (except for officially sanctioned state and/or national competitions), or seeking employment unless the teacher is being laid off. Requests for personal business days shall be made in writing to the Superintendent five (5) days in advance except in case of emergency or when extenuating circumstances prevent such a submission. Approval will be granted consistent with the contract language. Leave days may not be used the day before or after a holiday unless prior approval is obtained from the Superintendent. No more than 10% of the teachers' (or no more than five (5) per building – elementary and MS/HS) requests for a personal business day shall be granted on the same day. Teachers shall be discrete and use good judgment with respect to the use of personal business days. The Superintendent shall respond in writing within three (3) workdays after receiving the request.

Teachers shall have two (2) options for selecting the use of personal leave days:

- a. A teacher may opt for the use of up to two (2) personal leave days and shall complete the "Request for Leave" form but no explanation will be required other than to state "Personal Business"; or
- b. A teacher may opt for the use of up to four (4) personal leave days and shall complete the "Request for Leave" form and a detailed explanation shall be required for each leave request.

Each teacher shall select option a. or b. above by submitting a completed election form to the Superintendent by the first student day of each school year.

Leave days may be used for personal illness or disability for the teacher, the teacher's child, spouse, parent, or an unmarried sibling who 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 of the teacher or the incapacity of the teacher's child, spouse, parent, or an unmarried sibling who is dependent on the teacher for care which requires the presence of the teacher.

The Superintendent or designee may request written verification of the duration of the illness, disability, or fitness to perform job responsibilities (i.e., teacher may be asked to provide a doctor's note to address these issues as applicable for the teacher or the teacher's child, spouse, parent, or unmarried sibling who is dependent on the teacher for care). Teacher shall provide written authorization for physician or designee to respond to Superintendent or designee's follow-up communication to seek verification and/or clarification from a physician (i.e., Superintendent or designee may contact doctor's office to verify/clarify information in the doctor's note).

The teacher will provide written verification of the duration of the illness, disability, or fitness to perform job responsibilities within five (5) business days of receiving this request. The timeline to submit the medical verification may be extended by the Superintendent or designee in extenuating circumstances.

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 which are not deducted from accumulated leave will be granted for deaths of a child, stepchild, spouse, parent, parent-in-law, or stepparent and up to three (3) days

for a sibling, sibling-in-law, grandparent, grandchild, or any other member of the teacher's family who is a resident of the teacher's household or any other member of the family or household who clearly stood in the same relationship with the teacher. In addition, thereto, one (1) leave day which is deducted from accumulated leave may be used for the death of a family member not in the immediate family. One personal business day may be used for the death of a close personal friend. If the teacher has no personal business days left, a personal business day will be advanced from the following school year. If the teacher does not return the following school year, the advanced personal day pay will be deducted. Upon request, additional leave day(s) to be deducted from accumulated leave may be granted, at the discretion of the Superintendent. Unused leave days shall be allowed to accumulate from year to year as sick leave days 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 workdays before the teacher will be allowed to return to work.
2. An automated notification system shall be provided for teachers to call or electronically report their absence from work. Such notification 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 \$75 for each unused leave day in excess of ninety (90), up to a maximum of twelve (12) days.
4. Teachers retiring after twelve (12) or more years of service to the District, or resigning after fifteen (15) or more years of service to the District, will be paid a termination stipend at the end of the school year upon submitting a written resignation by March 1<sup>st</sup> of said school year. In the event a teacher retires or resigns because of doctor substantiated medical reasons, or other major life event beyond the control of the teacher, said teacher will receive the termination stipend. The amount of the stipend will be \$75 times 100% of the unused sick leave days the teacher has accumulated; limited to a maximum of ninety (90) days.
5. 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.
6. 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.

**I. 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. Such leaves and reinstatement will be in accordance with applicable laws.

**J. Child Care Leave/Adoption Leave –**

A childcare 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, trimester, 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 childcare 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.

**K. Jury Duty/Subpoena –**

Employees requested to appear for jury qualifications or service, 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.

Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court, or an administrative agency, or arbitration when subpoenaed as a witness in any case connected with the teacher's employment with the District, except for any action (court, administrative agency, or arbitration), in which the teacher is either a party or subpoenaed witness against the District or Board of Education. For those proceedings in which the teacher or Association is a party against the District or Board of Education or the teacher is a subpoenaed witness called to testify against the District or Board of Education, the Association will split the substitute teacher costs associated with the teacher's absence for such proceedings.

**L. 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.

**M. Family and 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 7**  
**NEGOTIATION PROCEDURES**

- A. Unless otherwise prohibited by law, 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. In the six (6) month period preceding the expiration of this Agreement, the District will provide a maximum of four (4) hours of staff time filling requests made by the Association for information under FOIA, PERA, and/or the collective bargaining agreement at no charge to the Association. The Association will compensate the District for any additional time required to comply with requests for information requested by the Association. Copying expenses charged to the Association shall be at the normal rate charged for copies.
- 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 8**  
**SENIORITY**

- A. "Seniority" shall date from the teacher's last date of hire (date the individual contract is signed). Seniority shall mean years of uninterrupted continuous service with the Madison School District.
1. 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.
  2. "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 except as provided in Article VI, Section B.
- B. 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.
- C. 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.

**ARTICLE 9**  
**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 employment of or failure to re-employ any probationary teacher.
  2. The termination of employment 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/her 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/her 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 grievant 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/her 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. The meeting will be held within five (5) days of when it is arranged. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her 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 the Superintendent's 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/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within thirty-five (35) days 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 thirty-five (35) days 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, 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 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/her, 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/her 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/her/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 10**  
**PROFESSIONAL COMPENSATION**

- A. All graduate hours (semester hours or its equivalent) to be used for educational achievement beyond the Bachelor's Degree must be evidenced by a copy of the transcript from an accredited 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, minor, or an integral part of a planned program leading to an advanced degree.
- B. Courses that are conducted completely online 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 educational achievement beyond the Bachelor's Degree:
  1. There should be documented assessment of student achievement (report card-pass/fail).
  2. The teacher shall verify that he/she has personally completed the course requirements.
  3. 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. The Superintendent may, in his/her sole discretion, grant up to seven (7) years of teaching experience to new hires. Teachers hired after the effective date of this Agreement shall receive an annual salary

of no less \$40,000 if they have a Bachelor's Degree or \$43,000 if they have a Master's Degree.

- D. Teachers may teach an additional class providing approval is granted by the Board. In grades 6-12 annual reimbursement will be \$6800 if the school operates on a six (6) period day, and \$8000 if the school operates on a five (5) period day. In Young Fives through fifth grade reimbursement will be \$4,800 annually per 42 minute class period (pro-rated based on the actual amount of planning time lost). 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.
- E. Teachers asked and agreeing to substitute teach during their planning period shall be compensated at a rate of \$35 per hour pro-rated.
- F. With the exception of any new teacher, a base salary will equal his/her previous school year's base salary plus an annual wage increase for the duration of this agreement as indicated by the table below. Any teacher who is rated "effective" or "highly effective" will receive performance based compensation no less than \$250.00 prior to July 1<sup>st</sup> of each school year.

Salary Range:	Wage adjustment:
\$40,000 - \$49,999	\$2,500
\$50,000 - \$64,999	\$2,000
\$65,000+	\$1,500

- G. Teachers earning an educational achievement beyond the Bachelor's degree by the beginning of the applicable school year shall earn an additional \$1,750 for each of these educational attainments beyond the annualized teaching compensation from the prior year. Levels of educational attainment shall include:

- 15 graduate hours
- a Master's degree

- H. A teacher's Base Compensation shall be subject to the following compensation caps:

BA	\$53,529
BA + 15	\$72,479
MA+	\$79,531

Individuals who have reached the District compensation cap and receive an overall performance rating of "effective" or "highly effective" shall be eligible for additional performance based compensation for each year of this Agreement. However, that additional performance based compensation shall not be accumulated (become a part of the teacher's base compensation for the following year).

## **ARTICLE 11**

### **INSURANCE**

- A. Teachers working a full-time schedule as described in Article 4 of this Agreement will, unless voluntarily opting out pursuant to subsection B below, choose one of the MESSA insurance plans listed below, which will include health, dental, vision, long-term disability, life insurance, and AD&D for the teacher

and his/her eligible dependents.

**PAK A – MESSA Choices**

- \$500/\$1000 deductible
- \$20 OV/\$25UC/\$50 ER
- Saver Rx
- VSP 2 Silver
- Dental 100/80/80, \$1500 annual max Class I, II, III; \$80 Class IV \$1500 lifetime max
- \$45,000 MESSA Life Insurance
- \$45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

**PAK B – No Medical**

- VSP 2 Silver
- Dental 100/80/80, \$1500 annual max Class I, II, III; \$80 Class IV \$1500 lifetime max
- \$50,000 MESSA Life Insurance
- \$50,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

**PAK C – MESSA ABC Plan 1**

- \$1350/\$2700 deductible
- ABC Rx
- VSP 2 Silver
- Dental 100/80/80, \$1500 annual max Class I, II, III; \$80 Class IV \$1500 lifetime max
- \$45,000 MESSA Life Insurance
- \$45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

**PAK D - MESSA ABC Plan 2**

- \$2000/\$4000 deductible w/10% coinsurance
- ABC Rx
- VSP 2 Silver
- Dental 100/80/80, \$1500 annual max Class I, II, III; \$80 Class IV \$1500 lifetime max
- \$45,000 MESSA Life Insurance
- \$45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

**PAK E - MESSA Choices**

- \$500/\$1000 deductible w/20% coinsurance
- \$20 OV/\$25UC/\$50 ER
- Saver Rx with Mandatory Mail for maintenance prescriptions
- VSP 2 Silver
- Dental 100/80/80, \$1500 annual max Class I, II, III; \$80 Class IV \$1500 lifetime max
- \$45,000 MESSA Life Insurance
- \$45,000 MESSA AD&D insurance

- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

Enrollment for insurance coverage will be October 1-18 annually.

During each year of this Agreement, the Board's annual insurance plan premium cost contribution will be the hard cap amounts for medical/health insurance coverage only (not including dental, vision, LTD, Life, and AD&D) for each teacher who works a full-time schedule. The hard caps for 2020 will be:

- \$6818.87 annually (568.24 monthly) for single-person coverage
- \$14,260.37 annually (1188.36 monthly) for individual and spouse coverage or individual and a single non-spouse dependent coverage
- \$18,596.96 annually (1549.75 monthly) for full family coverage

The Board's annual insurance plan premium cost contribution will increase during each year of this Agreement in accordance with the hard cap amount established by the Michigan Department of Treasury as required by Michigan's Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The annual increase will occur on January 1<sup>st</sup> of each year of this Agreement and will continue up to and through December 31<sup>st</sup> of that year. If, at any time during this agreement, the Board's premium contribution is less than the "hard cap", amount allowed by PA 152 the difference between the "hard cap" and the board's premium contribution shall be forwarded to the teacher's HSA.

The Board's insurance plan premium cost contribution will first be applied to insurance premiums associated with the provision of insurance to teachers and then to any remaining insurance costs.

Teachers selecting any of the health insurance PAKs will pay 15% of the cost for their dental, vision, LTD and life insurance.

Insurance plan premium costs which exceed the hard cap amounts described above will be the responsibility of the teacher. The teacher's share of the premium costs will be payroll deducted with one half of the monthly share being deducted on the first payroll of the month when the premium is due to the insurance provider and the second half of the monthly share being deducted on the second payroll of that month.

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.)

- B. Teachers working a full-time schedule as described in Article IV of this Agreement who can demonstrate proof of health insurance coverage that meets the requirements of the Patient Protection and Affordable Care Act of 2010, as amended, may elect not to participate in the Board provided insurance plan. Teachers who opt out and do not receive health insurance coverage through a Board provided insurance plan will receive payment equivalent to the single-person coverage hard cap amount established by the Michigan Department of Treasury as required by Michigan's Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. during each calendar year thereafter as payment-in-lieu of health insurance. Teachers wishing to opt out of the Board provided health insurance plan must provide the District with proof of health insurance coverage that meets the requirements of the Patient Protection and Affordable Care Act of 2010, as amended, as required by

the Board.

- C. The Board provided health insurance plan will comply with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended.

## **ARTICLE 12**

### **CAFETERIA PLAN (Section 125)**

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 teachers to make elections among certain taxable and non-taxable benefits. The Board shall provide the opportunity for employee premium contributions and additional employee contributions to be made through a Section 125 Plan offered by the District to the extent provided by law.

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) and 457 annuities. Any election by a teacher to defer such amounts into a Code Section 403(b) or 457 annuity shall be made by the teacher individually outside of the plan, and in accordance with the rules under Code Section 403(b) and 457. The specific benefits will be, as follows:

- **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, except those who elect an insurance benefit plan with the HSA option, 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 members 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.

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.

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.

### **ARTICLE 13**

#### **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 14**

#### **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 and Board policy.
- B. A copy of this Agreement shall be prepared by the School District and the Association.
- C. If any provision of this Agreement or any application of this 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. Any agreement to alter, change, add to, delete, or modify any particular provision does not open the whole contract for negotiations nor result in a change in any other provisions.
- E. An Emergency Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

**ARTICLE 15**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of the 1<sup>st</sup> day of July 2019, and shall continue in effect on all items covered by the Agreement until the 30<sup>th</sup> day of June 2023.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

\_\_\_\_\_  
Hillsdale Lenawee County Education Association

\_\_\_\_\_  
Madison School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 employed by the District for at least 12 years and/or have worked for the District and have been awarded experience credit equal to at least 12 years, 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 March 1st, or June 30th because of doctor substantiated medical reasons, or other major life event beyond the control of the teacher, 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.) 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, and 5.) be initially employed by the District prior to January 1, 2013. 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 MPERS under this plan will be limited to the net actuarial cost each year of universal buy-in retirement credit purchased, or \$55,000, whichever is less. 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.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

<b>Schedule B</b>				
	2019-20	2020-21	2021-22	2022-23
Band Director	4655	4725	4795	4867
Play Director	1276	1295	1314	1334
Musical Program Director <i>(per the agreed to job description and a minimum of 6 weeks of practice.)</i>	2396	2432	2468	2505
Musical Support Staff (Positions include: Costume Designer, Music Director, Vocal Director, Choreographer, Producer/Promotions/Sales, Set Designer, and Technical Director). If all positions are filled the total will be equivalent to the amount listed for each respective year. If all positions are not filled the total amount will be determined by the MPD and the administration. The amount for each position will be determined by the MPD and administration.	3520	3573	3626	3681
Elementary Music Programs <i>(for 2nd evening program per teacher, first evening program and daytime programs would continue to be part of the base responsibilities.)</i>	287	292	296	300
High School Class Advisor (4)	1618	1642	1667	1692
Middle School Class Advisor (2)	403	409	415	421
H.S. Student Council Advisor	1618	1642	1667	1692
M.S. Student Council Advisor	939	953	967	982
Elem. Student Council Advisor	460	467	474	481
School Improvement Team (5 per HS & MS team, 6 for Elementary team)	923	936	951	965
District School Improvement Team (1 from each of the 3 building teams)	320	325	329	334
National Honor Society	393	399	405	411
H.S. HOSA Advisor	1594	1618	1642	1667
H.S. Environmental Club Advisor	610	619	628	638
H.S. Debate Team Advisor	610	619	628	638
H.S. Cheerleading Advisor	2428	2464	2501	2539
M.S. Cheerleading Advisor	844	857	870	883
M.S. Yearbook Advisor	610	619	628	638
E.S. Yearbook Advisor	610	619	628	638
5 <sup>th</sup> Grade Camp Organizer	200	203	206	209
8 <sup>th</sup> Grade Trip Organizer	850	863	876	889
High School Yearbook*	2982	3027	3072	3118
Mentor	258	262	266	270
Senior Seminar**	218	221	225	228
Driver's Education (per hour)	21.10	21.42	21.74	22.07
Elementary/M.S. Play (per hour)***	21.10	21.42	21.74	22.07
Summer School Teacher (per hour)	22.96	23.30	23.65	24.01
Summer School Coordinator (per hour)	22.96	23.30	23.65	24.01
Summer Curriculum Work (per hour)	22.96	23.30	23.65	24.01
Home Bound Instructor (per hour)	25.24	25.62	26.01	26.40

CAP/Homework Center (per hour)	21.83	22.16	22.49	22.83
Tutoring (per hour)	21.83	22.16	22.49	22.83
Elementary Detention (per hour)	21.83	22.16	22.49	22.83
Chess Club (per hour)	22.96	23.30	23.65	24.01
HS/MS/ES Science Olympiad****	610	619	628	638
Equations****	610	619	628	638
Quiz Bowl****	610	619	628	638
Art Shows (maximum) (\$85 per art show, \$239 for elementary art teacher for Arts Attack)	452	458	465	472
* The above Yearbook and Debate 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 \$610 stipend in 2019-2020, \$619 in 2020-21, \$628 in 2021-22 and \$638 in 2022-23.				
**If a substitute teacher is not provided and after school time is required.				
*** Elementary and Middle School play directors shall be paid the above rate for hours outside the normal school day.				
**** An advisor/coach will be compensated as an advisor as long as he/she maintains at least 10 participants and not less than 20 hours with each respective team. An advisor/coach who anticipates not reaching either/both of these standards may speak with their respective building principal prior to the start of the season/year for confirmation of approval to serve and be paid as advisor for one or more teams.				
Teachers directing after school clubs approved by the administration that do not operate/function through a local, regional, or state organization and do not have a local, regional, or state sanctioned competition such as Chess Club shall be compensated on a pro-rated formula of \$22.96 in 2019-20, \$23.30 in 2020-21, \$23.65 in 2021-22, and \$24.01 in 2022-23 per student for 25 hours of contact time up to a maximum of \$338 per trimester and will increase 1.5% for each following year. Sideline cheer will not be subject to the \$338 maximum.				
Teachers presenting for a Madison full day or two hour early dismissal professional development (PD) approved in advance by the teacher's building principal shall be paid for the time required to plan for the PD as follows: Up to 2.5 hours of planning time shall be paid for each hour of PD presentation, if multiple teachers are involved in the planning and delivery of PD the stipend will be proportionately paid to the teachers involved as the teachers agree is appropriate, the total planning stipend for a full day of PD shall be capped at \$350 per teacher and/or \$500 if more than one teacher is paid for the PD planning. The hourly amount to be paid for the PD planning shall be \$22.96 in 2019-20, \$23.30 in 2020-21, \$23.65 in 2021-22, and \$24.01 in 2022-23.				

<b>Schedule B</b>				
	2019-20	2020-21	2021-22	2022-23
<b>FOOTBALL --</b>				
HEAD VARSITY*	5643	5728	5814	5901
HEAD ASSISTANT	3620	3656	3693	3730
VARSITY ASSISTANT	3180	3212	3244	3276
2nd VARSITY ASSISTANT	2396	2420	2444	2468
JUNIOR VARSITY (2)	3196	3244	3293	3342
MIDDLE SCHOOL (2)	2396	2420	2444	2468
STRENGTH COACH	2396	2420	2444	2468
<b>GOLF --</b>				
HEAD VARSITY*	2408	2444	2480	2518
JUNIOR VARSITY	1480	1502	1525	1548
<b>BASKETBALL --</b>				
HEAD VARSITY*	5643	5728	5814	5901
JUNIOR VARSITY	3196	3244	3293	3342
FRESHMAN	2673	2700	2727	2754
MIDDLE SCHOOL (2)	2396	2420	2444	2468
ASSISTANT	1473	1488	1503	1518
<b>WRESTLING --</b>				
HEAD VARSITY*	5643	5728	5814	5901
VARSITY ASSISTANT	3180	3212	3244	3276
MIDDLE SCHOOL	2396	2420	2444	2468
<b>VOLLEYBALL --</b>				
HEAD VARSITY*	5643	5728	5814	5901
VARSITY ASSISTANT	1473	1488	1503	1518
JUNIOR VARSITY	3196	3244	3293	3342
FRESHMAN	2673	2700	2727	2754
MIDDLE SCHOOL (2)	2396	2420	2444	2468
<b>BASEBALL &amp; SOFTBALL --</b>				
HEAD VARSITY	3396	3447	3499	3551
VARSITY ASSISTANT	1473	1488	1503	1518
JUNIOR VARSITY	1929	1958	1987	2017
<b>TRACK --</b>				
HEAD VARSITY	3396	3447	3499	3551
VARSITY ASSISTANT	2174	2196	2218	2240
HS/MS ASSISTANT	2174	2196	2218	2240
MIDDLE SCHOOL (2)	2174	2196	2218	2240
CROSS COUNTRY -- VARSITY	2408	2444	2481	2518

COMPETITIVE CHEER -- VARSITY	5643	5728	5814	5901
VARSITY ASSISTANT	1473	1488	1503	1518
JUNIOR VARSITY CHEER	3196	3244	3293	3342
MIDDLE SCHOOL CHEER	2396	2420	2444	2468
BOWLING	1781	1808	1835	1863
When coaching positions are filled by a member of the bargaining unit, the base salary for the position will be adjusted as follows:				
	High School	Elem./M.S.		
1 thru 6 years of experience -- additional	3% per year	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.				

**Madison School District  
2019-2020 School Year**

Mon, Tue, Wed	Aug 26-28, 2019	Staff Work Days/Professional Development
Tue	Aug 27, 2019	District Wide Open House
Tue	Sept 3, 2019	First Day of School for Students
Thur	Oct 17, 2019	Parent Teacher Conferences, Student Dismissal- HS/MS 11:00
Fri	Oct 18, 2019	No School (Y5-12), Staff PD
Fri	Nov 22, 2019	HS/MS Exams—Dismissal 11:00 EL Records—Dismissal 12:00
Mon & Tue	Nov 25 & 26, 2019	HS/MS Exams—Dismissal HS/MS 11:00 EL Records--Dismissal 12:00 (Tues—Comp)
Wed-Fri	Nov 27-29, 2019	No School (Y5-12)—Thanksgiving Break
Mon	Dec 2, 2019	First Day of Second Trimester
Thur	Dec 5, 2019	Parent Teacher Conferences, Student Dismissal- EL 12:00
Mon-Fri	Dec 23-Jan 3, 2020	Christmas Break
Mon	Jan 6, 2020	School Resumes from Christmas Break
Mon	Jan 20, 2020	No School (Y5-12), MLK Day, Staff PD
Thur	Jan 23, 2020	Parent Teacher Conferences, Student Dismissal- HS/MS 11:00
Friday	Feb 14, 2020	Student Dismissal HS/MS 11:00, EL 12:00, Staff PD
Mon	Feb 17, 2020	No School, Mid-Winter Break
Wed, Thur & Fri	Mar 11, 12 & 13, 2020	HS/MS Exams—Dismissal HS/MS 11:00
Thur & Fri	Mar 12 & 13, 2020	EL Records—Dismissal 12:00
Mon	Mar 16, 2020	First Day of Third Trimester
Thur	Mar 19, 2020	Parent Teacher Conferences, Student Dismissal- EL 12:00
Thur	Apr 2, 2020	Dismissal HS/MS 11:00, EL 12:00 (Comp)
Fri-Fri	Apr 3-10, 2020	No School, Spring Break (Good Friday 10 <sup>th</sup> )
Mon	Apr 12, 2020	School Resumes from Spring Break
Fri	May 8, 2020	Student Dismissal HS/MS 11:00, EL12:00, Staff PD
Mon	May 25, 2020	No School, Memorial Day
Tue, Wed, & Thur	June 9, 10 & 11, 2020	HS/MS Exams—Dismissal HS/MS 11:00 EL Records—Dismissal 12:00
Thur	June 11, 2020	Last Day of School for Students and Staff

Calendar includes 180 student days/185 teacher days

Documented below are the County's Holiday and Spring Break dates through 2021-2022. The Madison School District does have the opportunity to extend breaks, so each respective break may be longer than what is posted, based on negotiated calendars moving forward beyond the 2019-20 school year.

	<u>Holiday Break</u>	<u>Spring Break</u>
2019-2020	December 23, 2019 through January 3, 2020	April 6, 2020 through April 10, 2020
2020-2021	December 23, 2020 through January 1, 2021	April 2, 2021 through April 9, 2021
2021-2022	December 22, 2021 through December 31, 2021	April 4, 2022 through April 8, 2022