

**Master Agreement**  
**Of The**  
**Madison District Public Schools Board of Education**  
**And the**  
**Madison District Association of Principals and Assistant Principals**  
**2008-09**

# Administrative Contract

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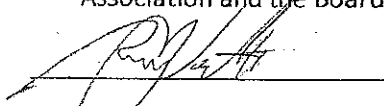
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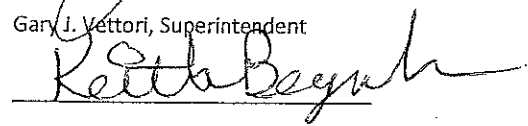
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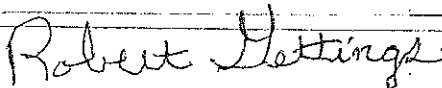
## Memo of Understanding between the Madison Board of Education, and Madison Association of Administrators.


The Memo of Understanding signed below signifies the following agreement with the Madison Association Administrators (hereofore referred to as the Association), and the Madison Board of Education (hereofore referred to as the Board).

1. Members of the Association agree to a 5% reduction in their base salary over a 3 year period under the following conditions.
  - a. Said reduction shall be reviewed annually.
  - b. Individual Administrators have the following options as to how this reduction shall take place.
    - i. Straight reduction from base pay.
    - ii. Increase individual contribution to Health Insurance.
    - iii. Donate to Madison District Schools in the form of a charitable contribution.
  - c. The base salary of an administrator shall return to the 2008-2009 levels under the following conditions:
    - (If) i. Mutually agreed between the Board and the Association to remove this reduction
    - (If) ii. A consolidation or annexation with another District should take place.
    - (When) iii. The noted 3 year period shall expire.
  - d. The number of days worked in a fiscal year shall revert back to the 2008-09 level.  
(but only for the three years of the extension)
2. Administrators hired after 10/1/09 shall receive a 5% reduction from the 2008-09 step at which they enter for the duration of this M.O.U.
3. It is mutually agreed upon that this M.O.U. extends the 2008-09 agreement between the Association and the Board until 10/1/12.

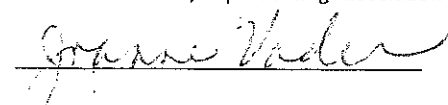
  
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Gary J. Vettori, Superintendent

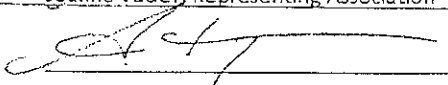
  
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Keith Beguhn, President, Madison Board of Education

  
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Robert Hettings

  
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David Hurnevich, Representing Association

  
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Christian Morales, Representing Association

  
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Joanne Vader, Representing Association

  
\_\_\_\_\_  
Anthony Morse, Representing Association



## ARTICLE I

### Agreement

The Agreement is entered into this fifteenth day of October, 2008 by and between the Madison District Schools of the City of Madison Heights, Michigan, hereinafter called the "Board" and the Madison District Association of Principals and Assistant Principals, hereinafter called the "Association".

The term "administrator" as used in this Agreement shall refer to all employees represented by this Association.

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, natural origin, age, sex, or participation in the activities of this Association.

## ARTICLE II

### Recognition and Conformity to Law

Nothing in this Agreement shall deny or restrict the Board and/or Administrators of their rights, responsibilities and authority under law, codes, or regulations except as specifically abridged or modified by the express written terms of the Agreement.

In accordance with the provisions of Act 379, PA of 1965, and the Board action of March 6, 1972, the Board recognizes the Association as the sole and exclusive collective bargaining agent for all principals and assistant principals.

## ARTICLE III

### Association Business

#### A. Use of School Facilities

The Association shall have the right to use, for Association business, school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of materials and supplies incidental to such use and any repairs to the facilities and equipment which result from their use. Non-members of the Association shall not operate any of the above equipment for Association business.

B. Official Business

The Association shall have the right to use building facilities at all reasonable times and hours for meeting provided that it shall not be during the students' instructional day. When special custodial duties are required, the Association shall fill out a building permit and shall pay the actual custodial charges.

C. Inter-School Mail Service

The Association may use the district's inter-school mail service for communications initiated by its members provided distribution of Association mail does not result in additional expense to the Board.

## ARTICLE IV

### Board's Rights

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- B. The Board reserves the right to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school system; suspend or discharge employees; maintain the efficiency of the school operations; determine services to be rendered by the public schools; take action as may be necessary to carry out the goals of the public schools; determine the methods, means, and personnel by which operations are to be carried out; be the policy-making and governing body of the public schools.
- C. The Board reserves the right to determine the number and kind of administrative positions within the School District and if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified persons in the particular classification.

## ARTICLE V

### Administrative Rights and Responsibilities

A. Staffing

- 1. All openings for state certified administrative positions shall be announced, in writing, to all administrators prior to the date stipulated for application for such position. All announcements of administrative openings will include a job description of the position and the minimum qualifications necessary.

2. Any administrator who wishes to transfer from his/her present administrative position must make the request in writing to the Superintendent by January 1st of each school year. The written request shall include, but is not limited to, the position or school to which he/she wishes to be transferred and the reason(s) for the request. First consideration shall be given to these requests before the Board fills a vacant position. The Board's decision is final and shall not be subject to the grievance procedure (Article XII).
3. Involuntary Transfer: When a transfer of a member of the Association is at the request of the Superintendent, the member of the Association affected shall meet with the Superintendent to discuss the reasons for the transfer. At the option of the member of the Association, an Association representative may be present at such a meeting.
4. Should consolidation of students and/or districts, or substantial change in finances make necessary the reduction in the number of administrators employed by the Board, the Board will notify the administrator(s) that he/she will not be employed as an administrator. The Board will retain those administrators who are currently employed in those positions and have the best qualifications and length of service. The employee (former administrator) will be retained as a teacher at the level and step in accordance with their total length of employment if hired before June 1, 1981. If hired after June 1, 1981, the employee (former administrator) will retain their seniority in the teachers' unit according to the length of teaching time in the Madison District Schools, and will be considered for reemployment as an administrator when a comparable position is opened by the district.
5. The administrator shall be consulted before staff members are transferred from or to their building. The administrator shall have an opportunity to interview any prospective new employee who may be assigned to a position in their building and make recommendations based on these interviews.

#### B. Demotion and/or Dismissal

1. Demotion and/or dismissal of an administrator shall be considered when the administrator is determined to be performing at a less than satisfactory level or the administrator is determined to be in violation of professional, ethical, or moral principles.
2. The Board, before affecting a demotion, shall offer reasonable assistance and counsel to the administrator to help correct his/her alleged inadequacies giving rise to the reasons for the contemplated action.
  - (a) A minimum of two (2) conferences shall be held between the administrator and his/her immediate supervisor dealing with the clearly identified inadequacies, direction for improvement, and consequences of failure to do so.

- (b) A written evaluation stating the identified inadequacies, direction for improvement, consequences of failure, progress or lack of progress shall be given to the administrator.
  - (c) If the problem persists, the administrator shall be provided an opportunity of no less than two (2) months to rectify the stated inadequacies, if they are of a correctable nature.
  - (d) If the problem still persists, a final review of the involved administrator's performance and recommendation for demotion shall be written and presented to the administrator at a subsequent conference.
3. Written notice of demotion must be presented to the administrator involved.
  4. At his/her option, the administrator shall be granted a meeting with the Superintendent to fully discuss the matter.
  5. The administrator may at this time ask for a hearing with the Board of Education.
  6. In a case of demotion, the merit of the case shall determine if the administrator shall be retained as an administrator or as a teacher at the level and step in accordance with their total length of employment in the district.
  7. At any of the above steps and at the option of the administrator, a member of the Association may be present.
  8. In a case of dismissal, the administrator shall not be retained.

#### C. Administrative Personnel File

Any administrator shall have the right to inspect his/her central office personnel file. The administrator must have an appointment with the Superintendent in order to inspect their file.

Confidential credentials and related personal references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.

#### D. Individual Contracts and Evaluations

1. Individual contracts will be issued for the contracted year stating the position, the school year, daily rate, and length of work year. After two successful years in an administrative assignment and upon the Superintendent's recommendation, the administrator shall receive a two year contract for an administrative assignment renewable annually at the April Regular Board of Education meeting. The two (2) year individual contract shall



revert to a one (1) year contract for those administrators who are affected by layoffs because of economic conditions or a reduced student population.

(a) Non-work days (When administrators, students and/or teachers are not scheduled to be in attendance, including the following holidays):

July 4	Memorial Day
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Thanksgiving Day	Good Friday

(b) Contracted Pay Periods: All members will receive pay by the second payday following the start of their work year.

(c) Any member who retires or resigns after completion of their work year shall have the remainder of their salary paid in the school year that their retirement or resignation takes effect.

2. Each administrator in the unit shall receive a written evaluation each year by the Superintendent, a copy of which shall be placed in his/her file in the Board Office.
3. During the two (2) year probationary period, said administrators shall not have access to the grievance procedures outlined in this agreement for the purpose of contesting a failure to reemploy.

#### E. Hours of Responsibilities

1. It is agreed that all administrators have a professional responsibility to provide their staff and students with supervision and assistance throughout the school hours of the student and the normal working day of the professional staff. The typical working day, beginning no later than 8:00a.m., of the administrator will consist of 8 hours, excluding normal evening activities. In secondary buildings with two administrators, the second administrator's arrival hour will be no later than 9:30 a.m., if they choose to use a staggered schedule.
2. Unusual deviation from this responsibility must be approved by the Superintendent prior to its occurrence. Unapproved absence or tardiness during the school day may result in reprimand, a pro-rated reduction in pay, and/or termination of administrative status after repeated violation.

#### F. Responsibilities

1. The Association agrees that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding personnel the administrator supervises.

When appropriate, the administrator shall seek the recommendation of his/her immediate supervisor in such matters.

2. The Association agrees that each administrator shall evaluate all employees who he/she supervises to assure that only competent employees are retained by the Madison District Schools, (i.e. professional staff, custodians, secretaries, etc.).
3. The Association agrees that each administrator shall live within the budget categories he/she has control of. The administrator will reduce or make recommendation to the Superintendent on cost reduction for his/her building; such as, but not limited to: reduce waste, prevent unnecessary damage, defacing and vandalism of equipment, and teacher/student ratio.
4. The Association agrees that the care of school buildings and grounds to insure safety for students and visual appeal to the public is the responsibility of each administrator insofar as he/she has authority to act in such matters.
5. The Association agrees that administrators are responsible to disseminate and enforce those codes and regulations received from the Board, and to seek compliance from those under their supervision in matters relating to safety, health and general welfare of students and personnel; such as but not limited to Oakland County Health Department, MIOSHA, Madison Heights Fire Marshal, and Civil Defense authorities.
6. The Association agrees that each administrator will actively cooperate and participate with his/her immediate supervisor in curriculum development, curriculum coordination K-12, and selection of delivery system.
7. In order to encourage harmonious and expeditious resolution of parent complaints at the focal level, the Board will encourage parents and citizens first to consult the building administrator(s) involved.
8. In order to keep administrators informed of matters pertaining to the School District, the Board agrees to send each member of the Association a copy of the agenda for each Board of Education meeting, and copies of the minutes of these meetings after their adoption.
9. Administrators are encouraged to be consultants to the Board of Education's negotiating team when the Board is negotiating with other organized groups in the Madison District Schools.

#### G. Health

1. The Board, upon recommendation of an administrator's immediate supervisor in writing and at its own expense, will engage the services of two physicians, suggested by the Oakland County Medical Association, for an appropriate medical examination to

determine an administrator's fitness to effectively and successfully perform his/her assigned duties.

2. Any administrator suffering a bodily injury or occupational related illness during individual's established working hours should promptly report the same to the Superintendent in order that the request for coverage under Workmen's Compensation will be initiated.

#### H. Administrative Protection

1. Any case of assault or personal injury upon an administrator should be reported to the central administration as soon as possible. If the administrator elects to take legal action, the Board may provide legal counseling to advise the administrator of his/her rights and obligations and render reasonable assistance to the administrator and judicial authorities.
  2. If any administrator, as a result of any action taken while in pursuit of his/her employment, may possibly be involved in litigation, the administrator shall file a full written report with the Superintendent, including information from any witness. Said report shall be filed within two (2) school days. The Board will provide legal counseling to advise the administrator of his/her rights and obligations in cases resulting from disciplinary actions or unprovoked situations. The Board will render reasonable legal assistance, when applicable, to the administrator upon recommendation of the Board's attorney, in connection with the handling of the incident by law enforcement, judicial and medical authorities.
- I. An administrator that is laid off and paid unemployment compensation during the summer immediately following the lay-off and is subsequently recalled to an administrative position by the time that he/she would have returned to work will be paid according to an annual salary rate, such that his/her unemployment compensation plus said annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

### ARTICLE VI

#### Salary

A. The salary schedule for 2008-09 shall be:

	1	2	3	4	5	6
H.S. Principal	\$85,896	\$87,395	\$88,852	\$90,390	\$91,886	\$93,383
H.S. Asst. Prin.	\$77,886	\$79,383	\$80,878	\$82,378	\$83,874	\$85,373
M.S. Principal	\$81,253	\$82,751	\$84,248	\$85,747	\$87,243	\$88,742
M.S. Asst. Prin.	\$76,088	\$77,586	\$79,082	\$80,580	\$82,076	\$83,576
Elem. Principal	\$74,856	\$76,323	\$77,824	\$79,358	\$80,929	\$82,529

Educational Specialist or Ed.D. – an additional \$1,000

C. The work year shall be as follows:

For members hired into the bargaining unit by September 30, 2008:

	<b>2008-09</b>
High School principal	211 days
High School assistant principal	211 days
Middle School principal	206 days
Middle School assistant principal	206 days
Elementary principals	196 days

For members hired into the bargaining unit after September 30, 2008:

	<b>2008-09</b>	<b>2009-10</b>
High School principal	212 days	215 days
High School assistant principal	212 days	212 days
Middle School principal	207 days	210 days
Middle School assistant principal	209 days	212 days
Elementary principals	197 days	200 days

Holidays will not count towards these annual work day requirements.

Any snow days or other “acts of God” days after the first two such days absent per fiscal year would need to be made up. Documented time worked on-site or off-site on acts of God days, on weekends, and/or on holidays would count towards the acts of God make-up days if approved by the Superintendent. Administrators hired into the bargaining unit after September 30, 2008 are required to make up all acts of God days.

- D. Any administrator asked to work days beyond their base amount shall be paid at their daily rate of pay.
- E. Any member of this bargaining unit may request additional compensation of three (3) or four (4) percent of their base salary for added responsibilities outside the scope of their assigned duties. Rationale for this request must be submitted, in writing, to the Superintendent or his/her designee.
- F. Step increases will be made beginning with the administrator’s first paycheck of the new fiscal year as follows:
1. Persons hired between January 1 and June 30 shall have an anniversary date of July 1 following the first full year of employment after their date of hire.

- 2. Persons hired between July 1 and December 31 shall have an anniversary date of July 1 preceding their date of hire.
- G. All members will have 100% of their pay through direct deposit.
- H. The District will schedule 27 pays in some fiscal years. For years with 27 pays, the business manager or designee shall notify the Association president by August 15.
- I. To ensure that salaries are paid after services are rendered, the Board may lag members' salary payments by 2-3 weeks after the final work day in the respective pay period.

**ARTICLE VII**

**Insurance**

A. Hospitalization

Members of the bargaining unit may select one of the following plans:

- 1. Health Alliance Plan (HAP) Point of Service plan with a prescription co-pay of \$10/\$40. Employees shall be reimbursed anything over \$15.00 of the \$40 co-pay for those drugs either not having a generic, or for those prescriptions written by the physician as DAW (dispense as written). Documentation for either one of the above exceptions shall be submitted to the Office of the Director of Administrative Services for reimbursement.
- 2. Administrators who forego health insurance coverage through the District shall receive two hundred and fifty dollars (\$250) per month of "cash-in-lieu of benefits" per month. This cash in lieu of benefits payment will not be paid if both spouses are employed by the District. Administrators shall sign an affidavit certifying they are not covered by other group health insurance other than that provided by the Board with the provision that misrepresentation, shall cause immediate cancellation of insurance and repayment to the Board premiums paid while under double coverage. The only expectation to this would be when there is written confirmation to participate in the employer's health insurance program as a condition of employment; then both parties may continue with the insurance, as provided.

The Board will pay the following amounts for members' health insurance coverage:

Single subscriber coverage	2008-09 HAP rate minus \$20 per month	= 445.58
Two-person coverage	2008-09 HAP rate minus \$40 per month	1,028.68
Full family coverage	2008-09 HAP rate minus \$60 per month	1,199.89

The above employee contributions shall be paid through payroll withholding.

Members may "buy up" to MESSA coverage through payroll withholding.

B. Life Insurance and Accidental Death and Dismemberment insurance in the benefit amount of ~~\$75,000 in 2008-09 and \$100,000 in 2009-10.~~

C. Dental

1. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, a full family dental plan as described in the specifications submitted to the insurance carrier selected by the Board.
2. Administrators in need of Orthodontic treatment for dependent children are to make arrangements with the Administrative Assistant during the open enrollment period for insurance. (month of September)

Orthodontic coverage is limited to \$1,000 per dependent.

D. Long-Term Disability

1. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, an Income Protection Insurance. The insured will be entitled to a minimum of sixty-six and two thirds percent (66 2/3%) of his/her contracted salary after a maximum of ninety (90) consecutive days of illness in accordance with the time, conditions, and limitations of the Board contract with the carrier, maximum of \$4,250 in 2008-09 and \$4,500 in 2009-10.

E. Optical

1. Board provided optical plan.

F. General Insurance Provisions

1. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
2. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.
3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established under Article \_\_\_ of the attached Agreement.

4. Administrators' insurance shall become effective when the carrier's requirements are met.
  5. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.
  6. Administrators who have Board-provided term life insurance, as provided through the insurance plan, have a 31 day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance company within 31 days of their last day of employment.
  7. An administrator eligible for Medicare shall enroll for Medicare benefits (Part A & B) within 30 days of his/her first eligibility date. The administrator shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
    - a. Administrators and spouses eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators and their eligible covered spouses can either elect Medicare or the school-provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and Deficit Reduction Act).
    - b. The Board of Education will not be liable for any penalties against the administrator by the insurance carrier or the IRS as the result of his/her election.
- G. The on-going review of the containment of costs regarding fringe benefits may result in a recommendation for comparable coverage.
- H. ~~The District will provide a Section 125~~ medical reimbursement plan to enable members to fund insurance premium copayments, prescription copays, and other eligible medical, dental, and optical costs with pre-tax dollars.

## ARTICLE VIII

### Business Expense and Car Allowance

The Superintendent will evaluate mileage, school business expense and damage to personal clothing which are submitted by the administrator for reimbursement. Mileage will be paid at the Board's established rate per mile.

## ARTICLE IX

### Professional Membership

#### A. Membership Dues

The Board will pay for or reimburse members of the Association, when submitted on appropriate form or receipt for the organization in accordance with the administrator's assignment and with the Superintendent's approval for active\* membership in the following:

1. National Association of Elementary or Secondary Principals
2. State Association of Elementary or Secondary Principals
3. Regional or County Association of Elementary or Secondary Principals

\*Active is defined as attendance in the Regional or County meeting and occasional attendance at the State or National level.

## ARTICLE X

### Absence

#### A. Sick Days

1. Sick day allowance is to be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: grandmother, grandfather, father, mother, brother, sister, wife, husband and children.
2. Allowance: Each administrator shall earn one (1) day sick leave per month worked and one-half (1/2) day for any month that he/she works more than five days but less than twelve days. One-half (1/2) sick day shall be credited to this bank on the first two pays of each month worked.

#### B. Personal Business Days

1. Absence from administrative duties for personal business that cannot be conducted other than during school hours.
2. Each administrator shall be credited with two (2) days on the first pay after reporting to work. An administrator working less than their contracted amount shall have their personal business days prorated.
3. Unused personal business days will be accumulated as sick days.
4. Sick days may be used for personal business days upon approval of the Superintendent.



### C. Bereavement Days

1. Upon request to the Superintendent the administrator may use his/her sick leave bank for death in their or their spouse's immediate family.
2. Upon request to the Superintendent the administrator may attend funerals of district employees and students from their building.

### D. General Provisions

1. ~~The unused sick day allowance shall be accumulative to one ninety (90) full days.~~
2. The Board and the Association agree that administrators are expected to satisfactorily explain their absences. Those who use these days for other than their stated use may be subject to nonpayment of wages for those days misused.
3. Absences the working day before and the working day after a holiday period are not reimbursable without submission of cause through the Superintendent for approval or disapproval.
4. If an employee returns to the district after terminating their employment, they may not reclaim previously accumulated sick leave days.
5. The administrator will normally notify the Board of Education Office no later than the beginning of the school day if he/she is unable to perform his/her duties for reasons as stated in Article X, Sections A, B, or C. The administrator will call the Board of Education Office no later than 4: 00 p.m. of the day absent to notify them of his/her availability or unavailability for the next working day.
6. The administrator will notify the Board of Education Office when he/she is to be absent from the district due to school business.

## ARTICLE XI

### Retirement and Disability

Contract enactment date through December 31, 2008:

- A. After ten (10) consecutive years in the Madison District, any actively employed administrator, under this contract, who terminates their employment with the Madison Board of Education and accepts retirement from the State Retirement Program shall be compensated:

1. At the rate of \$50 for each year of continuous service with the Madison District.
2. \$20,000, less any money paid the administrator

January 1, 2009 forward:

If a bargaining unit member has served as an administrator in Madison District Public Schools for at least fifteen (15) consecutive years retires and receives a MPSERS pension, s/he will receive \$50 for each unused leave day with a maximum payout of \$5,000 into a special pay plan within 30 days after retirement. Administrators hired into the bargaining unit after September 30, 2008 will be eligible to receive a payout up to \$2,500.

- B. In order to qualify for the retirement compensation in this Article, the administrator must retire by June 30 except in such cases deemed worthy by the Superintendent.
- C. If there has been any overpayment by the Board of Education on the days worked, the overpayment shall be deducted for any and all of the above compensation that has been accrued by the administrator or the administrator's estate.
- D. Any compensation due an employee, or their estate, from this article shall be payable during the month of January following the termination of employment.

## **ARTICLE XII**

### **Grievance Procedures**

#### **A. Definition and Restrictions**

Any administrator who is a party to this Master Agreement and who feels that the Master Agreement has been violated, may file a grievance in accordance with the procedures detailed in Sections C and D of this Article. It is expressly understood that only matters related specifically to this Agreement are grievable, and that the person alleging a violation of this Agreement shall place said grievance in writing indicating: (a) the date of the alleged violation, (b) the specific article and wording of the Agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the time limits as detailed under each level of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each level shall automatically cause the grievance to be moved the next higher level in the grievance procedure.

#### **B. Purpose**

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that

these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

### C. Procedure

#### Level I:

The administrator with an alleged grievance shall within five (5) working days discuss the matter with the Superintendent either individually or with their representative, with the objective of resolving the matter informally. The Superintendent shall make his/her decision known within three (3) days following said conference. Any grievance not filed within five (5) working days following its alleged occurrence shall be considered automatically closed.

#### Level II:

In the event the grievance is not satisfactorily settled in Level I, the administrator may refer the grievance to the Board. The Board shall schedule a meeting on the grievance. A meeting shall be held within thirty (30) calendar days and the decision shall be reached within ten (10) working days after the meeting.

#### Level III:

If the grievance is not satisfactorily resolved by the Board, the Association may, within ten (10) working days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be binding. The expenses and fee, if any, of the impartial arbitrator shall be paid by the losing party.

(a) It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

(1) The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement.

(2) The arbitrator shall have no power to establish wage scales or change any wage.

(3) The arbitrator shall have no power to change any practice, policy, or rules of the Board.

(b) If the Board disputes the arbitrability of any grievance under the terms of agreement, the arbitrator shall first determine whether he/she has jurisdiction to act, and if he/she finds that he/she has not such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

- (c) The Board shall not be required to pay back compensation for more than five (5) working days prior to the date the grievance was filed. No decision in anyone (1) case shall require a retroactive adjustment in compensation in any other case.
- (d) Any grievance occurring during the period between the termination date of this Agreement (and effective date of new agreement) shall not be arbitrable.

D. General Provisions

- 1. The Association may have a representative present at each level of the grievance procedure upon the request of the grievant.
- 2. At any conference under this grievance procedure, the administrator, Association, and Board may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four hours in advance of the conference.
- 3. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a witness shall be excused from their regular duties, with pay, to attend such a conference or hearing.
- 4. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance except for the Board level.
- 5. The President of the Association, or their representative, shall be released from their regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.

**ARTICLE XIII**

**Waiver Clause**

- A. The parties agree that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively

with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

- B. Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the Agreement.

#### **ARTICLE XIV**

##### **No Strike Clause**

- A. The members of the Association shall not, at any time during the life of this contract, take part in a strike, slow-down, stoppage, sit-in, or picketing by its members. The Association further agrees that its members will not request, support, recognize, or engage in any sanction activities. The Association shall advise such an administrator(s) to immediately cease such action and return forthwith to their regular duties. The Association shall further take all reasonable action within its power to have any of its member(s) bring any such activities to an end.
- B. The Board shall have the right to discipline any administrator for taking part in any action that violates this provision.

#### **ARTICLE XV**

##### **Americans with Disabilities**

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar State and/or Federal legislation, including steps needed to reasonably accommodate an employee's disability, such as, but not limited to restructuring a job or position, and creating modified work schedules.

Such action may be taken by the Board without prior bargaining with the Association; however, the Board will inform the Association of any action to be taken under this article.

**ARTICLE XVI**

**Longevity Pay**

Any administrator with a minimum of sixty (60) days accumulated in their sick bank, and having completed, in the prior contract year, the following number of specified years of service with the District, shall receive additional compensation for longevity pay as follows:

Fifteen (15) years thru nineteen (19) years	\$1,000
Twenty (20) years thru twenty-four (24) years	\$1,500
Twenty-five (25) or more years	\$1,800

**ARTICLE XVII**

**Duration of Agreement**

This Agreement represents the entire Agreement between the Board and the Association and shall remain in full force and effective December 1, 2008 and shall continue in full force and effect until midnight June 30, 2009. Either party hereto shall give the other party at least sixty (60) days written notice before the end of the term of this Agreement of its desire to terminate the same or to change or amend provisions.

In the event that either party notified the other of its desire to terminate or change any provisions of this Agreement and agreement is not reached on a new Agreement prior to expiration date of this Agreement, the Agreement is extended for a period of ninety (90) days.

**Madison Board of Education**

**Madison Association of Principals  
and Assistant Principals**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Letter of Agreement

## Reduction of Staff

It is herein agreed that should the Madison Board of Education officially reduce the administrative staff below the 1993-94 staff level, and assign additional duties to members of this bargaining unit due to said reduction, that both the Board and the Association shall return to the bargaining table to discuss additional compensation for affected members of this Association.

### Madison Board of Education

### Madison Association of Principals and Assistant Principals

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President

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Secretary

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Date

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President

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Secretary

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Date

**Letter of Agreement  
Between  
The Madison District Association of Principals & Assistant Principals  
And the Madison Board of Education**

This letter is an agreement to amend the 2008-09 collective bargaining agreement between the Madison District Association of Principals & Assistant Principals and the Madison Board of Education. This letter of agreement shall become effective upon the separate approvals of both bodies. This Letter of Agreement shall be attached to the current collective bargaining agreement.

**Special Pay Plan**

All unused sick days, personal business days, all severance and termination pay, and any early retirement incentive payments paid after December 31, 2008 shall be paid into a tax deferred 403(b) "special pay plan". This shall apply to all members who retired in 2008, all members who yet retire in 2008, and to all members who retire after 2008.

At the expiration of the 2008-09 collective bargaining agreement, the above paragraph will be added to the retirement and disability article (currently Article XI) of the successor agreement.

**Severance Pay Timing**

Change the language in Article XI as follows:

***Currently:***

Any compensation due an employee, or their estate, from this article shall be payable during the month of January following the termination of employment.

***To the following:***

Any compensation due an employee, or their estate, from this article shall be payable by within 90 calendar days after termination of employment.

**Agreed to by:**

Madison District Association of Principals

**Agreed to by:**

Madison District Public Schools

\_\_\_\_\_  
President, Madison District Assn. of Principals

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date